

## SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) governs the support plans for DNS Made Easy and Constellix products. This SLA does not apply to any products that are offered as a pilot, trial, alpha, beta, or similar designation by Vendor. Customer may purchase support during account enrollment or upgrade support by contacting its sales representative. Customer’s sales representative will help determine the level of support best suited for Customer’s needs.

This support plan applies to new, or renewal support subscription periods started on or after the version date indicated in this document. For Customers with applicable services purchased before such version date, the prior support plan, if any, shall apply until the expiration of such customer’s current annual support subscription period, at which time the current support plan shall apply commencing on the next annual support subscription period.

### 1. Definitions. The following definitions apply:

**"Customer"** – means the customer purchasing products and/or a specific service level support from Vendor.

**"Force Majeure Event"** - means an event beyond Vendor’s reasonable control, including, but not limited to, acts of God, embargoes, governmental restrictions, strikes, lockouts, work stoppages or other labor difficulties, computer, internet or telecommunications failures, delays or network intrusions, riots, insurrections, wars, or other military action, acts of terrorism, civil disorders, rebellion, fires, floods, pandemics, vandalism, or sabotage.

**"Available"** or **"Availability"** – means the ability to access and use the software services to the full extent to which Customer is entitled under this Agreement without defect or error.

**"Excused Downtime"** – means where the software services are not Available due to: (i) Scheduled Maintenance, (ii) a Force Majeure Event, (iii) external network or equipment problems outside of Vendor’s reasonable control, such as internet access or related problems, or (iv) Customer’s or a third-party’s equipment, software, or other technology.

**"Response Time"** – means the time from which Customer or any authorized user places the call or email until Vendor responds to the same.

**"Vendor"** - means DNS Made Easy.

**"Scheduled Maintenance"** – means any scheduled outages or down-time for maintenance, upgrades, enhancements or changes to the software services.

**"Service Interruptions"** – means that the software services are not Available.

### 2. Support Plan Comparison.

	Basic	Silver	Gold	Platinum
<b>DNS Service Availability</b>	100%, 24 x 7 x 365 (excluding Excused Downtime)	100%, 24 x 7 x 365 (excluding Excused Downtime)	100%, 24 x 7 x 365 (excluding Excused Downtime)	100%, 24 x 7 x 365 (excluding Excused Downtime)
<b>Ticket Support (Response Time)</b>	No SLA	8-48 hours (depending on Severity Level)	1-24 hours (depending on Severity Level)	30 minutes to 8 hours (depending on Severity Level)
<b>Phone Support (Response Time)</b>	No	No	Yes (4 minutes or less between 6am-9pm ET only, excluding holidays recognized by Vendor)	Yes (2 minutes or less 24 hour/day, excluding holidays recognized by Vendor)
<b>Chat Support</b>	Yes (limited)	Yes (limited)	Yes	Yes
<b>Designated Account Manager</b>	No	No	No	Yes

- (a) **Standard Support.** Vendor shall, at no additional cost, make available to Customer, its affiliates and authorized users support and training comparable to those that Vendor is offering to other customers, including live help, online self-help and/or on-site training for authorized users designed to assist authorized users with implementation and use of the software services.

- (b) **Availability.** Availability is measured in accordance with the following formula:

$$a = \frac{[(b - c) - d] \times 100}{b - c}$$

“a” = the actual % of the Availability in such month; “b” = the total number of hours in such month;

“c” = the total number of Excused Downtime hours in such month; and

“d” = the total number of hours of Service Interruption in such month.

- (c) **Notifications of Scheduled Maintenance.** Vendor will provide at least five (5) days’ notice of any Scheduled Maintenance. All emergency outages will be communicated to Customer and each of its authorized users.
- (d) **Service Level Remedies.** In the event Vendor fails to meet the required levels of Availability in any given calendar month, Customer will provide Vendor written notice of the unavailability within five business days of such unavailability. Customer must provide Vendor all reasonable details regarding the unavailability, including, but not limited to, a detailed description of the unavailability, the duration of the unavailability, the URL(s) affected, any attempts made by Customer to resolve the unavailability, and any other information requested by Vendor. If, after receiving notice and the information required, Vendor determines that it did not meet the Availability requirements under this SLA, then Customer shall receive a non-refundable service credit equal to the corresponding percentage noted in the table below (each, a “**Service Credit**”) to be paid within thirty (30) days. Service Credits (i) do not apply to other amounts Customer may owe Vendor, (ii) apply to outstanding or future invoices only, (iii) are forfeit upon termination of the Agreement, (iv) are capped at an annual aggregate basis of one month’s fees for any unavailability claims that accrue in any particular Annual Period (as defined below), and (v) require the Customer to have paid any outstanding invoices. Vendor is not required to issue refunds or make payments against Service Credits under any circumstances, including without limitation upon termination of the Agreement. Service Credits provide Customer's sole and exclusive remedy for Vendor's failure to meet the SLA. As used herein, “**Annual Period**” means each successive 12-month period during the term of the SLA, with the first Annual Period commencing on the effective date of services and ending 12 months thereafter.

Availability Percentage	Service Credit
99.0% - <100%	10% of monthly fee
95% - < 99.0%	25% of monthly fee
<95%	50% of monthly fee

### 3. Support Response Times.

Vendor’s committed Response Times are based on severity level, as further detailed in the table below.

Level	Description	Free	Basic	Gold	Platinum
Severity 1	Service is down or unavailable and no workaround exists.	No SLA	8 hours	1 hour	30 minutes
Severity 2	Service is functional, but usability is seriously degraded.	No SLA	24 hours	6 hours	2 hours
Severity 3	Service is affected by problems or events that have minimal impact on availability or usability.	No SLA	48 hours	24 hours	8 hours

#### **4. Additional Support Services.**

- (a) **Reports.** Upon written request from Customer, Vendor will give to Customer monthly electronic or other written reports and updates of its service level performance, including without limitation, its response, resolution, restoration and Availability metrics as measured against the requirements herein. The cost of the labor to generate such reports by Vendor will be paid by Customer at standard hourly support rates.
- (b) **Continuous Monitoring.** Vendor will use commercially reasonable efforts to continuously monitor for status events on all servers and network devices including but not limited to network availability, process status, file system capacity and backup success.