

Idevio Service Level Agreement version 2.0

Idevio SLA. Idevio shall use all reasonable commercial efforts to ensure that the Idevio's Services are operating and available to Customers 99.0% of the time in any calendar month. In the event Customer experiences any of the service performance issues defined below due to Idevio's failure to provide Services, Customer will be eligible to receive the Service Credits described below (the "Idevio SLA"). This SLA is valid for hosted services from Idevio.

Definitions. The following definitions shall apply.

- "Downtime" means, for a domain, if average latency is greater than five seconds. Downtime is measured based on server side error rate.
- "Downtime Period" means, for a domain, a period of ten consecutive minutes of Downtime. Intermittent Downtime for a period of less than ten minutes will not be counted towards any Downtime Periods.
- "Monthly Uptime Percentage" means total number of minutes in a calendar month minus the number of minutes of Downtime suffered from all Downtime Periods in a calendar month, divided by the total number of minutes in a calendar month.
- "Scheduled Downtime" means those times where Idevio notifies Customers of periods of Downtime five days prior to the commencement of such Downtime. There will be no more than twelve hours of Scheduled Downtime per calendar year. Scheduled Downtime is not considered Downtime for purposes of this Idevio SLA, and will not be counted towards any Downtime Periods.
- "Domain" means the website associated with an individual Idevio API key, for example www.idevio.com.
- "Service" means the Idevio service provided by Idevio to You according to valid Order Document.
- "Service Credit" means: (a) three days of Service added to the end of Your term for the Service, at no charge to You, if the Monthly Uptime Percentage for any calendar month is between 98.0% and 99.0%; or (b) seven days of Service added to the end of Your term for the Service, at no charge to You, if the Monthly Uptime Percentage for any calendar month is between 95.0% and 99.0 %; or (c) fifteen days of Service added to the end of Your term for the Service, at no charge to You, if the Monthly Uptime Percentage for any calendar month is less than 95.0%.

Customer Must Request Service Credit. In order to receive any of the Service Credits described above, Customer must notify Idevio within thirty (30) days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit.

Maximum Service Credit. The aggregate maximum number of Service Credits to be issued by Idevio to Customer for any and all Downtime Periods that occur in a single calendar month shall not exceed fifteen days of Service added to the end of Your term for the Service. Service Credits may not be exchanged for, or converted to, monetary compensation.

Idevio SLA Exclusions. The Idevio SLA does not apply to any service(s) that expressly exclude this Idevio SLA (as stated in the documentation for such services) and any performance issues: (i) caused by factors outside of Idevio's reasonable control; (ii) that resulted from any actions or inactions of Customer or any third parties; or (iii) that resulted from Customer's equipment and/or third party equipment (not within the primary control of Idevio). This Idevio SLA states Customer's sole and exclusive remedy for any failure by Idevio to provide the Service.