

# Applied Path Service Level Agreement

## Included Services

- Virtual Private Hosting
- Bandwidth Hosting
- Email Messaging

## Virtual Private Hosting

### General Service Commitment

Applied Path will use commercially reasonable efforts to make the Included Services available with a Monthly Uptime Percentage of at least 99.95%, in each case during any monthly billing cycle (the “Service Commitment”). In the event any of the Included Services do not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

### Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments made for annual or quarterly payments) for the individual Included Service affected by the outage for the monthly billing cycle in which the Unavailability occurred in accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.95% but equal to or greater than 99.0%	10%
Less than 99.0% but equal to or greater than 95.0%	30%
Less than 95.0%	100%

## Bandwidth Services

### General Service Commitment

Applied Path will use commercially reasonable efforts to make the Included Services available with a Monthly Uptime Percentage of at least 99.95%, in each case during any monthly billing cycle (the “Service Commitment”). In the event any of the Included Services do not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

### Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments made for annual or quarterly payments) for the individual Included Service affected by the outage for the monthly billing cycle in which the Unavailability occurred in accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.95% but equal to or greater than 99.0%	10%
Less than 99.0% but equal to or greater than 95.0%	30%
Less than 95.0%	100%

## **Email Messaging**

### Service Commitment

Applied Path will use commercially reasonable efforts to make the Included Services each available with a Monthly Uptime Percentage during any monthly billing cycle, of at least 99.9% (the “Service Commitment”). In the event any of the Included Services do not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

### Service Credits

Service Credits are calculated as a percentage of the total charges paid by you for the applicable Included Service for the monthly billing cycle in which the Monthly Uptime Percentage fell within the ranges set forth in the table below:

<b>Monthly Uptime Percentage</b>	<b>Service Credit Percentage</b>
<b>Less than 99.9% but equal to or greater than 99.0%</b>	10%
<b>Less than 99.0% but equal to or greater than 95.0%</b>	25%
<b>Less than 95.0%</b>	100%

## **SLA Exclusions**

The Service Commitment does not apply to any notified scheduled maintenance, unavailability, suspension or termination of an Included Service, or any other Included Service performance issues: (I) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of the applicable Included Service; (II) that result from any voluntary actions or inactions from you or any third party; (III) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); or (IV) arising from our suspension or termination of your right to use the applicable Included Service in accordance with the Agreement (collectively, the “SLA Exclusions”).

In the event of downtime or if availability is impacted by factors other than those explicitly used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.

Downtime or outage duration is defined as a period of time that an Applied Path system fails to provide or perform its primary function.

## **Credit Request Procedure**

To request a Service Credit, you must submit a claim by emailing [support@appliedpath.com](mailto:support@appliedpath.com). To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words “SLA Credit Request” in the subject line;
2. the dates, times, and service of each Unavailability incident that you are claiming; and
3. logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit. Unless otherwise provided in the Agreement, this SLA sets forth your sole and exclusive remedies, and Applied Path sole and exclusive obligations, for any unavailability, non-performance, or other failure by us to provide the Included Services.

### **Terms**

We will apply any Service Credits only against future payments for the applicable Included Service otherwise due from you. At our discretion, we may issue the Service Credit to the credit card you used to pay for the billing cycle in which the Unavailability occurred. Service Credits will not entitle you to any refund or other payment from Applied Path. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account.