

# Service Level Policy

*Effective starting: April 10, 2015*

This is a supplement to the [Digital Samba Customer Agreement](#) (the “**Agreement**”) and is thereby included in the Agreement. Any capitalized terms used but not defined below derive their meanings from the Agreement. This Service Level Policy shall only apply to Hosted Services customers.

## 1. Service Commitment

Digital Samba will use commercially reasonable efforts to make Digital Samba Hosted Services available with a Monthly Uptime Percentage (defined below) of at least 99.9%, in each case during any monthly billing cycle (the “**Service Commitment**”). In the event Digital Samba does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

## 2. Definitions

The following capitalized terms shall be given the meaning set forth below:

“**Monthly Uptime Percentage**” is calculated by subtracting from 100% the percentage of continuous 5 minute periods during the month in which the Hosted Services were in a state of “Unavailable”. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Digital Samba Service Level Exclusion (defined below).

“**Unavailable**” and “**Unavailability**” means when the Hosted Services have no external connectivity.

A “**Service Credit**” is a currency credit, calculated as set forth below, that we may credit back to an eligible account.

## 3. Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the Hosted Services for the monthly billing cycle in which the Unavailability occurred in accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.9% but equal to or greater than 99.0%	10%
Less than 99.0%	30%

We will apply any Service Credits only against future payments otherwise due from you. At our discretion, we may issue the Service Credit to the credit card or bank account 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 Digital Samba. 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) or the equivalent thereof. Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide Digital Samba Services is the receipt of a Service Credit (if eligible) in accordance with the terms of this Service Level Policy.

#### **4. Credit Request and Payment Procedures**

To receive a Service Credit, you must submit a claim by opening a helpdesk ticket at [support.digitalsamba.com](http://support.digitalsamba.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:

- i. the words "Service Level Credit Request" in the subject line;
- ii. the dates and times of each Unavailability incident that you are claiming;
- iii. the affected Hosted Services URLs; and
- iv. your request 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.

#### **5. Digital Samba Service Level Exclusions**

The Service Commitment does not apply to any unavailability, suspension or termination of the Hosted Services, or any other Digital Samba or Product performance issues: (i) caused by factors outside of our reasonable control, including, without limitation, any force majeure event or Internet access or related problems beyond the demarcation point of the Hosted Services or its direct hosting subcontractors (i.e. beyond the point in the network where Digital Samba maintains access and control over the Hosted Services); (ii) that result from any actions or inactions of you or any third party (other than Digital Samba's direct hosting subcontractor); (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); (iv) that result from any scheduled maintenance; or (v) arising from our suspension and termination of your right to use the Hosted Services in connection with any breach by you of the Agreement or otherwise in accordance with the Agreement (collectively, the "**Digital Samba Service Level Exclusions**"). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.