

SGCO Compute Service Level Agreement

Last Updated: March 19, 2019

This SGCO Compute Service Level Agreement (this “SLA”) is a policy governing the use of the Included Services (listed below) and applies separately to each account using the Included Services. In the event of a conflict between the terms of this SLA or other agreement with us governing your use of our Services (the “Agreement”), the terms and conditions of this SLA apply, but only to the extent of such conflict. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Agreement.

Included Services

- SGCO Colo / Cloud Hosting

General Service Commitment

SGCO will use commercially reasonable efforts to make the Included Services with a Monthly Uptime Percentage of at least 99.99%, 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 for the individual Included Service for the monthly billing cycle in which the Unavailability occurred in accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.99% 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%

We will apply any Service Credits only against future payments for the applicable Included Service otherwise due from you. Service Credits will not entitle you to any refund or other payment from SGCO. 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.

Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim to SGCO. 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, of each Unavailability incident that you are claiming;
3. the resource IDs for the affected Included Service ; and
4. 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. Unless otherwise provided in the Agreement, this SLA sets forth your sole and exclusive remedies, and SGCO's' sole and exclusive obligations, for any unavailability, non-performance, or other failure by us to provide the Included Services.

Single Instances

SGCO will use commercially reasonable efforts to ensure that each individual instance ("Single Instance") has an Hourly Uptime Percentage of at least 90% of the time in which that Single Instance is deployed during each clock hour (the "Hourly Commitment"). In the event any Single Instance does not meet the Hourly Commitment, you will not be charged for that instance hour of Single Instance usage.

SGCO Compute SLA Exclusions

The Service Commitment and Hourly Commitment do not apply to any unavailability, suspension or termination 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 actions or inactions of you or any third party, including failure to acknowledge a recovery volume; (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 "SGCO Compute SLA 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.

Definitions

- "Hourly Uptime Percentage" is calculated by subtracting from 100% the percentage of deployed minutes during any clock hour in which a Single Instance was in a state of Unavailability. Hourly Uptime Percentage measurements exclude Unavailability resulting directly or indirectly from any Compute Exclusion
- "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which any of the Included Services, as applicable, was in the state of Unavailability. Monthly Uptime Percentage measurements exclude Unavailability resulting directly or indirectly from any SGCO Compute SLA Exclusion.

- A “Service Credit” is a dollar credit, calculated as set forth above, that we may credit back to an eligible account.

- “Unavailable” and “Unavailability” mean:

- o For Single Instances, when your Single Instance has no external connectivity.