

## LogicomUSA Cloud Service Service Level Agreement

This LogicomUSA Cloud Service Service Level Agreement ("SLA") governs the use of the LogicomUSA Cloud Service under the terms of the LogicomUSA Terms of Service (the "TOS") between LogicomUSA, Inc. ("LogicomUSA", "us" or "we") and users of the LogicomUSA Cloud Service ("you" or "Customer"). This SLA applies separately to each account using the LogicomUSA CLOUD SERVICE. Unless otherwise provided herein, this SLA is subject to the terms of the TOS and the capitalized terms will have the meaning specified in the TOS. LogicomUSA reserves the right to change the terms of this SLA in accordance with the TOS.

### 1. Service Commitment

LogicomUSA will use commercially reasonable efforts to make the LogicomUSA Cloud Service available 99.95% of the time. In the event LogicomUSA does not meet the goal of 99.95% Cloud Service availability in a given calendar month ("Monthly Uptime Percentage"), 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:

2.1 "Unavailable Time" means the LogicomUSA Cloud Service is not available for use according to third party performance and monitoring services contracted by LogicomUSA at its sole discretion (the "Monitoring Service"). The Monitoring Service reports of availability is currently available at [logicomusa.net/legal](http://logicomusa.net/legal); provided that service issues or outages relating to any Exclusions (defined below) shall not be deemed as Unavailable Time.

2.2 "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of continuous 5 minute periods during the Service Month in which the LogicomUSA Cloud Service was in a state of "Unavailable Time" as identified by Monitoring Service.

2.3 A "Service Credit" is a dollar credit, calculated as set forth below, that LogicomUSA may credit back to an eligible Customer account:

- For a calendar month where the Uptime Monthly Percentage, as identified by Monitoring Service, LogicomUSA, at its sole discretion after confirming the nature and accuracy of the Unavailable Time, will credit Customer's account a percentage of that month's billings, as defined by this table:

MONTHLY UPTIME PERCENTAGE: <99.95%

SERVICE CREDIT: 10%

- Service Credit shall be issued to Customer's LogicomUSA balance for future use only. No refunds or cash value will be provided. Service Credits may not be transferred or applied to any other account.

### 3. Credit Request and Payment Procedures

To apply for a Service Credit, the customer must submit a ticket via the Account Portal within 30 days of the month in which the Unavailable Time occurred. The ticket must include (i) "SLA Claim" as the subject of the ticket; (ii) the dates and times of the Unavailable Time for which you are requesting credit; and (iii) any applicable information that documents the claimed outage.

### 4. Exclusions

Notwithstanding anything to the contrary, no Unavailable Time shall be deemed to have occurred with respect to any unavailability, suspension or

termination of the LogicomUSA Cloud Service, or any other LogicomUSA Cloud Service performance issues, that (i) are caused by factors outside of LogicomUSA's reasonable control, including, without limitation, any force majeure event, carrier related problems or issues, or Internet access or related problems beyond the demarcation point of LogicomUSA or its direct hosting subcontractors (i.e beyond the point in the network where LogicomUSA maintains access and control over the LogicomUSA Services); (ii) result from any actions or inactions of Customer or any third party (other than LogicomUSA's direct hosting subcontractor); (iii) result from Applications, equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within LogicomUSA's direct control); or (iv) arise from LogicomUSA's suspension and termination of Customer's right to use the LogicomUSA Services in accordance with the TOS, (v) scheduled maintenance; or (vi) problems or issues related to alpha, beta or not otherwise generally available LogicomUSA features or products (collectively, the "Exclusions").

#### 5. Sole Remedy

Service Credits shall be your sole and exclusive remedy for any unavailability or non-performance of the LogicomUSA Services or other failure by us to provide the LogicomUSA Services.