

SERVICE LEVEL AGREEMENT

This service level agreement (the "SLA") governs the use of all products and services (collectively, the "services") provided by Oricom Internet and its parent company ("Oricom") to its customers ("you" or "customer"). Defined terms have the meanings ascribed to them in the Oricom Master Service Agreement or as set out in the last section of this document.

Oricom is committed to providing service with a standard of excellence that matches industry best practices. The following service levels have been developed for optimum results and maximum uptime. Each service level describes its associated service, the service level that applies and how service credits are calculated for each service.

All service levels are subject to exclusions specified in the sections entitled "Exceptions" and "Credit and limit claims."

ELECTRICITY AND HEATING, VENTILATION, AND AIR CONDITIONING ("HVAC")

Service	Service Level	Service Credit
Server Colocation (Virtual or Physical)	Oricom guarantees that electricity and HVAC systems will be available 100% of the time on a monthly basis.	Five percent (5%) of the net MRC for each hour (or part of an hour) of downtime.
Managed and Specialized Services		

REPLACEMENT GUARANTEE

Service	Service Level	Service Credit
Managed and Specialized Services	Oricom guarantees the operation of all hardware and will replace or repair any defective component at no cost within one hour of Oricom's determination of the hardware defect (the "replacement guarantee"). [1]	Five percent (5%) of net MRC for each hour (or part of an hour) of downtime exceeding the level of service.

[1] The replacement guarantee does not include the time required to create a RAID (redundant array of independent disks) or to reload operating systems and applications or make hardware modifications during maintenance, as defined below.

NETWORK AVAILABILITY

Service	Service Level	Service Credit
Managed and Specialized Services	Uninterrupted transit 100% of the time between Oricom's network and the Internet	Five percent (5%) of the net MRC for each hour (or part of an hour) of downtime.
Server Colocation (Virtual or Physical)	Uninterrupted transit 100% of the time between Oricom's network and the Internet	For the first hours accumulated due to downtime during a calendar month, the client will receive a service credit equivalent to the cost of one day of net MRC calculated on a pro-rata basis for that month. For each additional hour related to downtime, the client will receive a service credit equivalent to the cost of one day of net MRC calculated on a pro-rata basis for that month's Internet connectivity.
Internet access (excluding colocation, managed, and specialized services)	Oricom will provide a minimum of 99.7% uninterrupted transit to the Internet on a monthly basis.	For each additional hour of downtime exceeding the minimum of 99.7% for any calendar month, the client will receive a refund equivalent to one day of net MRC calculated on a pro-rata basis.

NETWORK LATENCY

Network segment	Service Level	Service Credit
Fibre optic link between the client's network and the Oricom network	<40 milliseconds for 99.5% of the time on a monthly basis	For each additional hour of downtime for any calendar month, the client will receive a refund equivalent to one day of net MRC calculated on a pro-rata basis.
Use of a VPN	No guarantee	
Connectivity between the Oricom network and the Internet (continental USA)	<40 milliseconds for 99.7% of the time on a monthly basis	For each additional hour of downtime for any calendar month, the client will receive a refund equivalent to one day of net MRC calculated on a pro-rata basis.

EXCEPTIONS

You will not be eligible for a service credit under this service level agreement if the downtime or unavailability is caused by: (i) maintenance; (ii) interruption or termination of services in accordance with the terms of the Master Service Agreement; (iii) failure or malfunction of applications, software, or operating systems; (iv) denial of service, attacks, hacking activities, or any other malicious acts or code directed at Oricom or its clients (regardless of any DDoS mitigation services provided by Oricom); (vi) concerning cloud services, control panel outages, or APIs; and (vii) failure of any infrastructure or network technology or the Internet outside of Oricom's network.

CREDIT CLAIMS AND RESTRICTIONS

The following conditions apply to service credit claims:

- The client must open an incident ticket with Oricom, including relevant details regarding the downtime. Downtime will be calculated from the moment the client opens an incident ticket with Oricom;
- If you believe you have not received the service credits owed to you, you must submit a ticket within 14 days of the applicable downtime;
- Downtime and unavailability are calculated from the time the incident ticket is received and the downtime or unavailability is confirmed by Oricom using its internal monitoring tools, until the issue is resolved by Oricom;
- Clients may receive no more than one service credit per affected configuration incident. Under no circumstances can more than one month of service be credited for any given month, regardless of the number of incidents;
- You must be a current client in good standing with Oricom to receive a service credit. No service credits will apply to accounts that are overdue, suspended, or closed until the payment conditions for service credits are met. Service credits cannot be deducted from outstanding balances;
- Upon closure or termination of your account, any remaining or accumulated service credits will be forfeited. Service credits will be applied to purchases or renewals for which amounts are due after the date of issuance of the service credit;
- The service credits outlined in this service level agreement will be your sole remedy and the complete responsibility of Oricom in the event of a breach of performance or service warranty as specified in this service level agreement.

DEFINITIONS

"Maintenance" refers to the scheduled or emergency maintenance performed by Oricom.

"Emergency maintenance" means any maintenance of Oricom's data centre:

- carried out at Oricom's sole discretion and necessary to prevent an immediate threat to Oricom's data centre, a recovery centre, or a data link to one or more clients;

- ii) maintenance of which you have been notified.

"Scheduled maintenance" refers to any maintenance of Oricom's data centre or a data link for which you will be notified at least seven (7) days in advance.

"MRC nets" means:

- i) for hosting services, the monthly recurring charges associated with the hosting service of the affected configuration, excluding any optional or additional services not included in the standard hosting plan but included in the client's monthly charge;
- ii) for all other services, the recurring monthly charge related to the affected service.

"Hardware" refers to processors, RAM, hard drives, motherboards, NIC cards, servers, CPUs, cables, and associated server equipment listed in the applicable service request, as well as firewalls, load balancers, and storage networks mentioned in the applicable service request, along with any other equipment used in the provision of services.

"Oricom Network" means all network equipment and cables that connect the access device to your hosting solution and the uplink port of Oricom's edge routers that connect to our transport and peering providers.

"Downtime" of a configuration or service means that the service is unavailable due to the following:

- a) Oricom's power supply systems are not operational ("power outage");
- b) a failure of the hardware;
- c) the inability to send or receive data from the Oricom network ("network failure");
- d) a network response time that exceeds the applicable service level for the affected network segment;
- e) a Cloud service issue:
 - i) a failure of the virtual server due to a known issue with the hardware or hypervisor, including power outages, hardware malfunctions (such as hard drive or power supply failures), and issues within the hypervisor environment, but excluding failures of the client's operating systems or other software on the client's virtual server;
 - ii) the inability to recover data using Cloud services due to an interruption caused by a power outage or issues stemming from hardware or network failures.