

SERVICE LEVEL AGREEMENT

Version 1.1 Effective July 1, 2022

This Service Level Agreement is a policy governing the use of the Services, as defined in the NOVOSERVE Terms of Service (“TOS”). This document is designed to provide a clear understanding of the specifications and performance targets connected with the appropriate service levels, response times, service windows, and availability of the Services provided by NOVOSERVE. In the event of a conflict between the terms of this SLA and the TOS, the terms and conditions of this SLA apply, but only to the extent of such conflict.

NOVOSERVE reserves the right to unilaterally amend the conditions set out in the SLA.

A. DEFINITIONS

All words herein that are defined in the TOS shall have the meaning assigned to them therein; other words shall have the following meaning:

Business Hours means the working hours of NOVOSERVE personnel being 08:30 a.m. - 05:00 p.m. Eastern Time Mon/Fri, exclusive of Saturdays, Sundays, and public holidays in the United States.

CLIENT Portal means the online portal available for the CLIENT operated by NOVOSERVE.

Exclusions mean any interruption, suspension or degradation caused by or resulting from the following events:

- Force Majeure Events;
- an act of CLIENT, its employees, End-users, or contractors;
- any failure of CLIENT controlled environments;
- Tests, Maintenance or Relocation;
- a suspension of Services per the TOS;
- any exercise by NOVOSERVE of its rights under the Agreement;
- any use of the Service in breach of the Agreement;
- the failure by CLIENT to implement recommendations or solutions advised or made available by NOVOSERVE;
- any incorrect or unauthorized use of the Service, or the use of the Service for a purpose for which it was not designed;
- any event resulting from CLIENT’s consumption of data traffic or bandwidth exceeding the committed data traffic or bandwidth (specified in the Quote/Order);
- Denial-of-Service (DoS) attacks or Distributed-Denial-of-Service (DDoS) attacks by a third-party;
- any event that occurs during a period during which the CLIENT is in breach of its payment obligations under the Agreement;
- unauthorized changes to NOVOSERVE’s Service by the CLIENT;
- any interaction between the Service and any other third-party software, hardware or service;
- problems which cannot be reasonably re-created or examined by NOVOSERVE; and
- any configuration by CLIENT of the Service.

Equipment means any equipment, including but not limited to computer hardware, telecommunications hardware, accessories, and spare parts for Dedicated Equipment.

Dedicated Equipment means Equipment leased by CLIENT from NOVOSERVE.

Equipment Replacement Time means the period measured from the time NOVOSERVE engineers identify the defective equipment source until the moment NOVOSERVE physically replaces the faulty Equipment, excluding any time spent communicating with CLIENT regarding permissions or instructions.

IM: means our live chat via Crisp.

Interconnection Points means a port on NOVOSERVE's switch located in the Data Center.

IP Connectivity Service means the service that allows Dedicated Equipment to connect to the internet.

Maintenance means maintenance, repairs, modifications, or upgrades performed by NOVOSERVE, or a third-party, from time to time to its Infrastructure.

Maintenance Window or Service Window means the time frame in which NOVOSERVE schedules the Maintenance. Unless specifically agreed otherwise in writing by Parties, the Maintenance is every day and can be scheduled 24/7.

Monthly Recurring IP Connectivity Charge means the fixed recurring Service Charge invoiced by NOVOSERVE to CLIENT every month for the IP Connectivity Service (as stated in the Quote/Order Form/Order Confirmation or NOVOSERVE's invoices), exclusive of any variable charges based upon CLIENT usage.

Monthly Recurring (Lease) Charge means the fixed recurring Service Charge invoiced by NOVOSERVE to CLIENT every month for the Lease of Dedicated Equipment (as stated in the Quote/Order Form/Order Confirmation).

Monthly Recurring SLA Charge means the fixed recurring Service Charge invoiced by NOVOSERVE to CLIENT every month connected with the chosen SLA by CLIENT (as stated in the Quote/Order Form/Order Confirmation).

Network Availability means the total number of minutes in a month minus the number of minutes of Network Unavailability suffered in a month, divided by the total number of minutes in a month (expressed as a percentage).

Network Unavailability means the number of minutes that one of the following events occur on all Interconnection Points for CLIENT: (a) Interconnection Points are not responding; and/or (b) a packet loss of more than five percent (5%) on NOVOSERVE's network; and/or (c) roundtrip delay for all packets within NOVOSERVE's network has a latency greater than three times the Latency Performance Target, provided that (for (a), (b) and (c)) such event lasts more than twenty (20) continued minutes. Network Unavailability shall not include any failure or deficiencies resulting from Exclusions.

RFS Date means the ready for service date, i.e., the date NOVOSERVE enables CLIENT to use the Services for the first time.

Response Time means the period measured from the time NOVOSERVE receives a Support Request by email or through the CLIENT Portal mentioned in Clause E 1.3 until the moment a NOVOSERVE support engineer acknowledges receipt of such CLIENT request.

Service Disruption means an interruption or degradation in the provision of one or more Services by NOVOSERVE to CLIENT, provided that such interruption or degradation is not the result of an Exclusions.

Service Credit means a credit, calculated per the SLA Agreement, applied to CLIENT's account, and used as a credit against future invoices.

Test means the trial or test performed on the network to verify and ensure the proper performance thereof.

Web Hosting Services means any shared web hosting service provided by NOVOSERVE, including but not limited to web hosting packages and virtual servers; services provided to multiple CLIENTS on single Dedicated Equipment.

B. TECHNICAL SUPPORT

1. SUPPORT

1.1 NOVOSERVE shall provide an English-language-based technical support service in connection to the support of Equipment in Dedicated Equipment ("**Support Service**").

1.2 NOVOSERVE shall not be obliged to provide any support to End-users.

1.3 CLIENT may initiate a request for a Support Service or report a Service Disruption (a "**Support Request**") via the CLIENT Portal. A Support Request must include the following information:

- a description or way of identification of the affected Service;
- a detailed description of Support Service requested; and

- a detailed description of the Service Disruption (if applicable).

NOVOSERVE may decline a Support Request if it cannot ascertain that the Support Request is made by the authorized person(s) identifiable in the CLIENT Portal. CLIENT must confirm all Support Requests it makes by phone, email, or IM (if applicable).

1.4 Table 1 specifies the “**Response Time Targets**” for (a) any Service Disruptions that have been reported by CLIENT as per Clause B. 1.3, and (b) any request for Support Service to be performed as per Clause B 1.3. The Response Time Target depends on the applicable Service Level (“SL”).

Table 1: Response Time Target

SERVICE LEVEL	RESPONSE TIME TARGET
1	8 business hours
2	2 business hours
3	4 hours
4	2 hours
5	1 hour

1.5 In the event NOVOSERVE does not respond within the applicable Response Time Target, CLIENT shall be eligible to receive a Service Credit for every full one (1) hour above the maximum Response Time Target equal to 10% of the Monthly Recurring SLA Charge for the corresponding month for the Service affected by the Service Disruption. If CLIENT does not pay a Monthly Recurring SLA Charge, CLIENT shall not be eligible for a Service Credit.

1.6 CLIENT shall ensure that it will be reachable, at all times, by phone, email, or IM (if applicable), specified in the CLIENT Portal. If CLIENT is not reachable, CLIENT shall not be eligible for a Service Credit.

1.7 The maximum amount of Response Time Credits that a CLIENT is eligible for in a single month shall be limited to 100% of the Monthly Recurring SLA Charge.

C. SERVICE LEVEL

1. SERVICE LEVEL

1.1 In connection with the lease of Dedicated Equipment only, CLIENT may select a Service Level (“SLA”). The Quote/Order Form/Order Confirmation shall state the SLA selected. The SLA will determine:

- a) the Response Time Target;
- b) the Equipment Replacement Target.

1.2 If no SLA has been selected by CLIENT or was specified in the Quote/Order Form/Order Confirmation, the “Basic” Service Level (i.e., SLA 1) shall apply.

1.3 CLIENT may, at any time during the Term, request an upgrade (Change Order Form or Request for Change) of its SLA. The selected SLA may only be downgraded at the end of the Initial Term or any renewal term (as applicable).

1.4 The SLA shall only apply to the Services for which the SLA was ordered (as identified in the Quote/Order Form/Order Confirmation).

2. SUPPORT SERVICES

2.1. In connection with the lease of Dedicated Equipment only, NOVOSERVE shall, upon request of CLIENT, provide to CLIENT the following Support Services free of charge:

- a) perform a check to test the integrity of the Equipment;
- b) shall replace defective Equipment per Article C below; and
- c) correct network issues to restore IP Connectivity.

- 2.2. CLIENT may also request NOVOSERVE to perform support other than the Support Services concerning Dedicated Equipment. This support may include providing troubleshooting, consultancy services, set up, and configuration of servers.
- 2.3. NOVOSERVE may accept or decline CLIENT's request for the support mentioned in Clause C 2.2 above in its sole discretion. In case NOVOSERVE declines CLIENT's request, CLIENT shall be solely responsible for the performance of such services.
- 2.4. All support, as mentioned in Clause C 2.2, is provided on a best-effort basis. NOVOSERVE is not liable to CLIENT for any damage resulting from any of these Services. Unless such damage is the direct result of gross negligence by NOVOSERVE. Any delivery times, turnaround times, or deadlines given or agreed in connection with the support mentioned in Clause C 2.2 are target times only, and NOVOSERVE shall in no event be liable for any failure to meet these target times.

3. SUPPORT SERVICE CHARGES

- 3.1. CLIENT shall pay to NOVOSERVE the Monthly Recurring SLA Charge, as stated in Table 2.
- 3.2. In addition, NOVOSERVE shall be entitled to invoice Service Charges as stated in Table 3 for all Support Services mentioned in Clause C 2.1 not being free of charge. And support mentioned in Clause C 2.2., at the prevailing NOVOSERVE hourly rate for performing the particular support-related services.
- 3.3. All support-related services shall be measured and invoiced in quarter-hour increments. The number of minutes required to complete the task shall be rounded up to the next quarter-hour, regardless of the level of complexity needed to complete the assignment.
- 3.4. To determine the amount of time of support provided, NOVOSERVE's data shall be binding.

Table 2: Monthly Recurring SLA Charge

SLA	MONTHLY RECURRING SLA CHARGE (PER DEDICATED SERVER)
1	\$ 0.00
2	\$ 25.00
3	\$ 50.00
4	\$ 75.00
5	\$ 125.00

Table 3: Hourly Support Charge

TIME OF DAY	HOURLY SUPPORT SERVICE CHARGE
Business Hours (08:30 a.m. - 05:00 p.m. ET Mon/Fri)	\$ 100.00
Non-Business Hours	\$ 200.00

D. DEDICATED EQUIPMENT

1. DEDICATED EQUIPMENT REPLACEMENT TIME

- 1.1. In the event, NOVOSERVE determines that (part of the) Dedicated Equipment is defective following a report by CLIENT as per Clause B. 1.3, NOVOSERVE shall replace the defective part of such Dedicated Equipment within the Equipment Replacement Target timeframe stated in Table 7.

Table 7: Equipment Replacement Target

SLA	EQUIPMENT REPLACEMENT TARGET
1	Next Business Day
2	4 business hours
3	9 hours
4	6 hours
5	3 hours

- 1.2. In the event NOVOSERVE does not meet the Equipment Replacement Target, CLIENT shall be eligible to receive a Service Credit for every full one (1) hour above the Equipment Replacement Target equal to 10% of the Monthly Recurring Lease Charge for the corresponding month for the defective Dedicated Equipment.
- 1.3. The Equipment Replacement Target shall apply only to the following standard issue types of (Dedicated) Equipment: Chassis, HDDs, RAM, CPU, NIC, GPU, and RAID controllers.
- 1.4. NOVOSERVE shall be entitled to replace any defective Equipment from one manufacturer with Equipment from another manufacturer, provided that the (a) technical specifications of such alternative Equipment are (in NOVOSERVE's sole and absolute discretion) equal to, equivalent to, or better than the technical specifications of the replaced Equipment; and (b) such shall not result in an increase in the Service Charges for the lease of the Equipment.
- 1.5. NOVOSERVE shall in no event be required to monitor or perform regular checks to assess whether Equipment is defective.
- 1.6. The maximum amount of Service Credits that CLIENT may be eligible for in a particular month shall be limited to 100% Monthly Recurring Lease Charge for the corresponding month for the defective Dedicated Equipment.
- 1.7. The Equipment Replacement Target is applicable only in the Netherlands-based Data Center. CLIENT is not eligible to receive a Service Credit if the Dedicated Equipment is located in a Data Center outside the Netherlands.

E. IP CONNECTIVITY

1. NETWORK PERFORMANCE

- 1.1. The monthly Network Availability of NOVOSERVE's network shall be as stated in Table 4.

Table 4: Network Availability Performance Target

NETWORK AVAILABILITY PERFORMANCE TARGET
99,999%

- 1.2. In the event in which any month, the Network Availability within NOVOSERVE's network, is lower than the Network Availability Performance Target, CLIENT shall be eligible to receive a Service Credit. The Service Credit shall be equal to 2% of the Monthly Recurring IP Connectivity Charge for the respective month for every 1% (or part thereof) that the Network Availability falls below the Network Availability Performance Target.
- 1.3. NOVOSERVE's network shall have an average monthly packet loss on CLIENT's Interconnection Points no greater than the percentages (the "Packet Loss Performance Target") stated in Table 5. If, in any month, the average packet loss for IP Connectivity within NOVOSERVE's Network is higher than the Packet Loss Performance Target, CLIENT shall be eligible to receive a Service Credit. The Service Credit shall be equal to 1% of the Monthly Recurring IP Connectivity Charge for the corresponding month for every 0,1% (or part thereof) that the packet loss has exceeded the applicable Packet Loss Performance Target.

Table 5: Packet Loss Performance Target

PACKET LOSS PERFORMANCE TARGET
0,2%

1.4. The monthly average roundtrip delay for CLIENT's packets within NOVOSERVE's network shall have latency for the following regions, as stated in Table 6). If, in a month, the average roundtrip delay for CLIENT's packets within NOVOSERVE's network for IP Connectivity is higher than the Latency Performance Target, CLIENT shall be eligible to receive a Service Credit. The Service Credit shall be equal to 1% of the Monthly Recurring IP Connectivity Charge for the corresponding month for every 10ms that the average monthly roundtrip delay for packets within NOVOSERVE's network exceeds the Latency Performance Target.

Table 6: Latency Performance Target

IP CONNECTIVITY	LATENCY PERFORMANCE TARGET
EU-EU	<90ms
EU-VS	<160ms

- 1.5 CLIENT shall not be entitled to any Service Credits in case NOVOSERVE provides IP Connectivity to CLIENT based on a non-redundant, therefore single uplink port. CLIENT shall refer to the Quote/Order Form/Order Confirmation. If no redundancy has been selected by CLIENT or was specified in the Quote/Order Form/Order Confirmation, the "single uplink port", as part of the Service, shall apply.
- 1.5. NOVOSERVE will measure packet loss and latency. The packet loss and delay times will be measured during 10-minute intervals and the Service Credit will be calculated accordingly.
- 1.6. The Network Availability Performance Target, Packet Loss Performance Target, and Latency Performance Target is calculated on an IP Connectivity Service basis. However, in case the IP Connectivity Service is offered to CLIENT on an aggregated basis, i.e., NOVOSERVE offers one Data Traffic or Bandwidth package for multiple Dedicated Equipment Services, then (a) the Network Availability Performance Target, Packet Loss Performance Target, and Latency Performance Target shall be calculated on a per Dedicated Equipment server basis, and (b) for the purpose of calculating the Service Credit.
- 1.7. Service Credits related to Network Availability Performance Target, Packet Loss Performance Target, and Latency Performance Target and in connection with the same incident shall not be cumulative, but CLIENT will be eligible to the highest of such Service Credits.
- 1.8. The maximum total amount of Service Credits that CLIENT may be eligible for in a particular month, shall be limited to 100% of the Monthly Recurring IP Connectivity Charge.
- 1.9. No Service Credits shall be due in respect of any IP Connectivity Services offered as part of Web Hosting Services.

F. SERVICE DISRUPTION

1. SERVICE DISRUPTION

- 1.1. Immediately on becoming aware of a Service Disruption, CLIENT shall notify NOVOSERVE by the ticket of the Service Disruption and shall provide NOVOSERVE with the appropriate information in accordance with Clause B 1.3 of the SLA.
- 1.2. Following notification by CLIENT, NOVOSERVE shall:
- Notify CLIENT of an estimated timescale for the restoration of the affected Services, on NOVOSERVE's website or via email;
 - Use the best endeavors to end the Service Disruption and to restore the affected Services;
 - Provide CLIENT with information updates on its progress to end the Service Disruption.

- 1.3. Instead of restoring a Service, NOVOSERVE may elect to (temporarily) substitute such affected Service by a reasonable equivalent Service.
- 1.4. In the event of a Service Disruption, CLIENT may be entitled to compensation in the form of a Service Credit as specified in the SLA.

2. MAINTENANCE

- 2.1. NOVOSERVE reserves the right to suspend the Services and may suspend CLIENT's right to access to the Equipment in order to perform Maintenance.
- 2.2. CLIENT acknowledges that NOVOSERVE will from time to time have to perform Maintenance in order to ensure proper performance of the network, Data Center, and the Services and that such Maintenance may affect the provision of the Services to CLIENT.
- 2.3. If NOVOSERVE expects scheduled Maintenance, referred to in Clause E 2.2, to affect the provision of the Services and/or access to the Equipment, NOVOSERVE shall:
 - a) To the extent reasonably possible – provide at least two (2) days prior notice to CLIENT of the intended Maintenance;
 - b) To the extent reasonably practicable – schedule such Maintenance and any related suspension of the Services and/or access to the Equipment within the Maintenance Window, so as to minimize any adverse effect of the Maintenance on CLIENT's use of the Services and/or access to the Equipment; and
 - c) Endeavor to keep the duration of any interruption or suspension or degradation in the provision of the Services and/or CLIENT's access to the Equipment as short as possible.
- 2.4. If NOVOSERVE does not expect scheduled Maintenance, referred to in Clause E 2.2, NOVOSERVE shall be entitled to perform such Maintenance at any time, without taking into account a notice period.
- 2.5. CLIENT acknowledges that NOVOSERVE may have to perform non-scheduled (emergency) Maintenance from time to time. NOVOSERVE shall be entitled to perform such Maintenance at any time, without taking into account a notice period.
- 2.6. CLIENT acknowledges that NOVOSERVE, or a third-party, will from time to time perform Tests and that Tests may be performed at any time, without taking into account a notice period.

3. RELOCATION

- 3.1. NOVOSERVE reserves the right to relocate the Services.
- 3.2. NOVOSERVE also reserves the right to (temporarily) suspend the Services in connection with such relocation.
- 3.3. NOVOSERVE shall give prior written notice to CLIENT of the intended relocation, taking into account a notice period of at least twenty (20) days, unless such notice cannot reasonably be expected from NOVOSERVE.
- 3.4. In the events that NOVOSERVE elects to relocate CLIENT's equipment, CLIENT shall be required to relocate its equipment to the new/alternative location designated by NOVOSERVE.
- 3.5. Clause F 3.2., F 3.3. and F 3.4. do not apply if NOVOSERVE elects to relocate the Services within the same Data Center. In such an event, NOVOSERVE may decide to schedule Maintenance per Clause E 2.

G. SERVICE CREDIT CLAIMS

1. SERVICE CREDIT CLAIM PROCEDURE

- 1.1. To initiate a claim for a Service Credit, CLIENT must contact NOVOSERVE's sales department within seven (7) days after the end of the month for which the Service Credit is requested. The Service Credit request must provide: (a) the CLIENT name and contact information; (b) the date and beginning/end time of the failed performance metric; (c) a brief description of the characteristics of the failed performance metric; and (d) the specific NOVOSERVE support ticket number(s) opened about the failed performance metric.

- 1.2. NOVOSERVE will notify CLIENT via email upon resolution of the request as soon as reasonably possible. If rejected, the notification will specify the basis for rejection. If approved, NOVOSERVE will issue a Service Credit to CLIENT's account. This Service Credit will be credited on the next invoice issued by NOVOSERVE to CLIENT. NOVOSERVE's records and data shall be the basis for all calculations and determinations regarding Service Credits.
- 1.3. To be eligible to receive Service Credits, CLIENT must cooperate in good faith with NOVOSERVE to trace the root cause of the event resulting in the failed SLA.
- 1.4. No Service Credit shall be due if the failed performance metric results from or is caused by Exclusions.
- 1.5. Service Credits shall constitute CLIENT's sole and exclusive legal remedy against NOVOSERVE, and shall constitute NOVOSERVE's sole liability, concerning, or in connection with, Service Disruptions or a failure by NOVOSERVE to meet the SLAs stated herein, and any such Service Disruptions or failure shall not be deemed to be a breach by NOVOSERVE of any agreements concluded between NOVOSERVE and CLIENT.