

**PRIMEXM HOSTING  
SERVICE LEVEL AGREEMENT**

**1. OBJECT OF THE AGREEMENT**

This SLA is to define the performance levels of the provision of Hosting Services by PrimeXM and specify available remedies to the Client if PrimeXM fails to achieve these levels as specified below. This SLA will be read in conjunction with the PrimeXM Hosting Agreement and the PrimeXM Hosting Terms and Conditions for the provision of access to Hosting Services.

**2. INTERPRETATION AND DEFINITIONS**

2.1. All capitalised terms used herein shall have the meanings set out in the PrimeXM Hosting Agreement and the PrimeXM Hosting Terms and Conditions. In addition, the following terms apply:

|                             |                                                                                                                                                                   |
|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Available Time Frame</b> | means all time in a calendar month, during which this SLA applies as to the availability of the Hosting Services.                                                 |
| <b>Downtime</b>             | means the duration of downtime measured in minutes that the Hosting Services are technically unavailable within a calendar month during the Available Time Frame. |
| <b>Emergency Issue</b>      | means any issue that causes Downtime or that renders continued use of the Hosting Services either impossible or seriously impractical.                            |
| <b>Non-urgent Queries</b>   | mean requests for configuration changes to the Client's setup, service issues and other similar queries.                                                          |
| <b>Service Credit</b>       | means the percentage of the Monthly Fees credited to the Client.                                                                                                  |
| <b>Hosting Services</b>     | mean the services provided by PrimeXM to the Client in relation to the Agreement.                                                                                 |

**3. PREREQUISITIES AND SCOPE**

3.1. This SLA will apply and shall be binding upon PrimeXM provided that:

- 3.1.1. The Client is in compliance with the Agreement and all issued invoices are fully settled by the Client; and
- 3.1.2. all contact information about the Client is up to date.

3.2. This SLA shall only apply, as to the availability of the Hosting Services, during the Available Time Frame.

**4. SERVICE LEVELS OF AVAILABILITY**

**4.1. Hosting Services Availability**

The monthly Hosting Services availability shall be calculated using the following formula:

$$\frac{\text{Total number of minutes in a month based on Available Time Frame} - \text{Downtime}}{\text{Total number of minutes in a month based on Available Time Frame}} \times 100$$

**4.2. Service Credit**

- 4.2.1. The Client shall be entitled to a Service Credit equal to 5% of the Monthly Fees (as per the existing, at the time of the Downtime, set up) if the Hosting Services availability falls below 99.9% on the basis of the above formula.
- 4.2.2. Moreover, the Client shall be entitled to an additional Service Credit equal to 5% of the Monthly Fees for every 0.1% that the Hosting Services availability falls below 99.9% on the basis of the above formula.
- 4.2.3. The maximum of the Service Credit in any given month shall be 50% of the Monthly Fees and shall be valid only once.
- 4.2.4. The Service Credit set forth in this clause are the Client's sole remedy for the failure of PrimeXM to maintain the availability of the Hosting Services equal to or above 99.9%.
- 4.2.5. Service Credits apply to outstanding or future invoices only and are forfeit upon termination of the Agreement.
- 4.2.6. PrimeXM is not required to issue refunds or to make payments against Service Credits under any circumstances, including without limitation termination of the Agreement.
- 4.2.7. The Client shall not be entitled to Service Credit if:
  - 4.2.7.1. The Downtime is owed to: *Force Majeure*, maintenance (as per below clause), Client's fault, acts or omissions outside PrimeXM's reasonable control; or
  - 4.2.7.2. The Client did not request a Service Credit in writing by the end of the calendar month following the month within which the Hosting Services availability fell below 99.9%.

PrimeXM will evaluate all information reasonably available to it and determine in good faith of whether a Service Credit is owed.

- 4.2.8. In the event of an Emergency Issue, the Client must inform PrimeXM as soon as the Emergency Issue is detected. Failure on behalf of the Client to inform promptly does not entitle the Client to Service Credit for Downtime before the Emergency Issue is communicated.

#### 4.3. Maintenance

- 4.3.1. The Client hereby acknowledges and agrees that PrimeXM reserves the right to temporarily suspend the Hosting Services for the purposes of maintaining, repairing, or upgrading its systems and network. PrimeXM will always, to its best efforts, perform maintenance during the following time window: Friday 17:00:00 to Sunday 15:00:00 Eastern Time.

Without prejudice to the above right, PrimeXM may, provided it deems so necessary, temporarily suspend the Hosting Services for the purposes of maintaining, repairing, or upgrading its systems and network, within the time window starting ten (10) minutes before and finishing ten (10) minutes after 17:00 Eastern Time.

- 4.3.2. Additionally, PrimeXM will always, to its best efforts, notify the Client in a timely manner of any pending maintenance. However, PrimeXM will, at no time be under any obligation to strictly adhere to the specified maintenance window or to inform the Client of such maintenance, especially in situations of emergency maintenance. For the avoidance of any doubt, any downtime due to maintenance will not count as Downtime.

### 5. GENERAL

- 5.1. PrimeXM will provide support service in connection to the hosting resources provided in PrimeXM's datacentre environment but, will not provide support for the software installed on the hosting resources, including the operating system and its configuration. PrimeXM will hand-over the hosting resources once the setup is complete and the Client will be given unrestricted administrator access.
- 5.2. With the exception of the datacentres located in London (LD4), New York (NY4) and Tokyo (TY3), PrimeXM cannot:
- 5.2.1. Offer DDoS protection services, or
- 5.2.2. guarantee that there will be no Downtime in the event of DDoS attacks.
- 5.3. In the event of DDoS in the LD4, NY4 and TY3 datacentres, Downtime will start counting after thirty (30) minutes of Hosting Services unavailability.

### 6. SUPPORT CONTACT PROCEDURE

#### 6.1. Standard Support Contact Procedure

For any Non-urgent Queries, the Client must follow the below procedure:

- 6.1.1. Email to [support@primexm.com](mailto:support@primexm.com) providing detailed information regarding the Client's query.
- 6.1.2. Client's account manager must be cc'd in order to make him aware of the request.

For up to date contact information, always consult PrimeXM's website: <https://primexm.com/contact>.

It is very important to bundle requests, in order to ensure that they are handled efficiently on PrimeXM's side.

#### 6.2. Emergency Support Contact Procedure

For Emergency Issues, the Client must follow the emergency procedure outlined on our website: <https://primexm.com/contact>.

### 7. SLA MODIFICATIONS

PrimeXM may modify this SLA by providing a thirty (30) days' written notice to the Client, provided no such modification may materially degrade the provision of Hosting Services.