Service Level Agreement

Effective Date: This Service Level Agreement was last updated on May 17, 2016.

1. **Introduction**

This (“HashCod”) (“SLA”) provides HashCod Customers (“Customer”) with certain rights and remedies regarding HashCod’s services and content delivery network performance. This SLA applies only to HashCod Customers and applies only to the services that are directly provided by HashCod. HashCod provides a 100% uptime guarantee on Customer content that is stored and delivered on the HashCod content delivery network, or is stored on Customer equipment and delivered on the HashCod network. Subject to the terms and conditions of this SLA, HashCod will provide service credits for any failures to meet its stated uptime guarantee.

2. **Definitions**

- “Content” means objects which are delivered from an HashCod cache server.
- “Cache Server” means HashCod owned and operated servers for delivering Customer Content which are located on the HashCod global content delivery network at HashCod Points of Presence (POPs).
- “Origin Server” means either HashCod’s or Customer’s Internet web server where Customer Content is stored for retrieval by the Cache Servers.
- “Service Outage” means an instance in which a service covered by the 100% uptime guarantee is completely unavailable for more than 15 consecutive minutes.
- “Base Fee” consists solely of the base monthly fee paid by Customer for the HashCod service and excludes all other fees that might be paid

by Customer, including, by way of example and not limitation, setup fees, charges for additional services, incremental bandwidth usage, professional services, and any other type of optional additional services.

3. **Guarantee of 100% Uptime**

HashCod provides an uptime guarantee of 100% to its Customers, covering the following items: (i) uptime of the HashCod network (i.e. the ability of Customer's IP traffic to transfer to and from the Internet across HashCod's network infrastructure), and (ii) Customer Content uptime and availability. Subject to the terms, conditions and exceptions of this SLA, HashCod will issue a credit to Customer for HashCod Service Outages in an amount equal to one day's worth of the Base Fee paid by Customer, multiplied by each 24-hour period in which Customer experiences an HashCod Service Outage during a particular month.

4. **Measurement**

HashCod will periodically (every fifteen (15) minutes or more often) measure Content availability by requesting representative Content from Cache Servers at selected HashCod POPs using software and hardware components capable of measuring traffic and responses at the selected POPs. HashCod reserves the right to periodically change the measurement points and methodologies it uses without notice to Customer.

5. **Guarantee of Stream Quality**

HashCod stream quality is measured using computerised monitoring of streams that originate from the HashCod service. HashCod makes best efforts to maintain a consistent stream quality and HashCod will issue service level credits to a Customer should the stream quality grade fall below a mutually agreed level of acceptable quality, as measured on a monthly basis. Subject to the terms, conditions, and exceptions of this SLA, should the measured Customer stream delivered by the HashCod service fall below the agreed acceptable level for the

period of one calendar month, HashCod will issue two days service credit for the month in question. This section 5 of the SLA will take effect in Customer's first full calendar month of service. **Note**: The Guarantee of Stream Quality applies only to the Windows Media streaming and Adobe Flash streaming products, and not to other streaming software or content that is delivered via HTTP or not streamed using Windows Media or Flash Media Server.

6. **Exceptions**

Customer shall not receive any credits under this HashCod SLA in connection with any HashCod Service Outage caused by or associated with:

- Circumstances beyond HashCod's reasonable control including, but not limited to, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the HashCod SLA.
- DNS issues outside the direct control of HashCod.
- Scheduled maintenance and emergency maintenance and upgrades.
- Failure or unavailability of hardware that is provided or controlled by customer, including, but not limited to, the Customer Origin server(s).
- Failure or unavailability of software applications or code that are provided to HashCod by Customer, or the interactions of these items.
- Customer's acts or omissions (or act or omissions of others engaged or authorized by Customer), including without limitation, any negligence, willful misconduct, or use of the HashCod services in breach of the HashCod Master Software Agreement or HashCod's Acceptable Use Policy.
- False SLA breaches reported as a result of outages or errors of any HashCod measurement system.
- Stream buffering occurring due to or associated with conditions outside of HashCod's network or immediate control.

- Failure of a service that is not covered or guaranteed by the HashCod SLA, including, but not limited to, the HashCod control center and the HashCod reporting system.
- SLA credits will only be issued to Customers who have paid in full for services covering the time period within which the credit has been requested.

7. **Credit Request and Payment Procedures**

In order to receive a credit under this SLA, Customer must make a request by submitting the request through HashCod website (www.hashcod.com). All requests must include the Customer contact name, email address, phone number, company name, the date(s) of the Service Outage, and a description of the reason for the credit request. Each request in connection with a breach of this SLA in a particular calendar month must be received by HashCod within thirty (30) days after the Service Outage in question has occurred, and the Service Outage must be able to be confirmed by HashCod's measurement tools. Credit requests that are related to an SLA breach of HashCod's Guarantee of Stream Quality must be submitted within seven (7) days after the end of the calendar month when the stream quality is in question. Each valid credit will be applied to an invoice of Customer within two billing cycles after HashCod's initial receipt of Customer's request. Credits are exclusive of any taxes charged to Customer or collected by HashCod.

8. **Miscellaneous**

Notwithstanding anything in this SLA to the contrary, the total amount credited to a Customer in connection with any calendar month will not exceed the Base Fee paid by the Customer for such month. All credits are calculated on the basis of a thirty (30) day month. To be eligible for a credit, Customer must follow HashCod's published instructions for use of the Service. Improper use of HashCod's Service will result in ineligibility for a Service credit. Service credits shall not be available for Customers that are in breach of the HashCod Master Service Agreement, including, but not limited to, breach for non-payment.

Notwithstanding any provision otherwise in this SLA or the Master Service Agreement, this SLA sets for Customer’s sole and exclusive remedy for Service Outage or other service related issue for a Service provided to Customer by HashCod.