SERVICE LEVEL AGREEMENT

Last Updated: December 8th, 2020.

1. SERVICE AVAILABILITY

**Service Availability.** Meteor Software Ltd. ("Meteor", “we”, “us” and/or “our”) will use commercially reasonable efforts to ensure the Galaxy Hosting platform (the “Service”) achieves Service Availability of 100% of the time, excluding any Scheduled Downtime or Unscheduled Downtime events, each defined below ("Service Level"). Meteor does not guarantee that this Service Level can or will always be achieved.

(a) “Service Availability” means the percentage of time during which the Service is available for online use by you, as measured by Meteor in accordance with this Service Level Agreement (or “SLA”).

(b) Service Availability during each calendar month will be calculated by dividing the total number of minutes of uptime in the Service during an applicable calendar month by the total number of actual minutes in such month, minus minutes of Scheduled Downtime and minus minutes of Excused Downtime, and then multiplying that amount by 100 (“Uptime”).

(c) Meteor’s status page [http://status.meteor.com/](http://status.meteor.com/) continuously tracks Scheduled Downtime and any other Service outages.

**Excused Downtime.** Meteor will not be responsible for a failure to meet the Service Availability Service Level to the extent the failure is attributable to an Excused Downtime.

**Service Credits.** In the event Service Availability for a calendar month is less than the above Service Level, you will be entitled to a Service Credit equal to percentage of the fees paid by you for the Service provided by Meteor in such calendar month, based on the table below (“Service Credit”). In order to receive any of the Service Credits described herewith, you must notify Meteor in writing within 30 days from the time you become eligible to receive a Service Credit. You must also provide us with log files showing Unscheduled Downtime and the date and time it occurred. If you do not comply with these requirements, you will forfeit your right to receive a Service Credit. If a dispute arises with respect to this SLA, Meteor will make a determination in good faith based on its system logs, configuration records, and other available information.

The maximum aggregate amount of Service Credits we issue you for all Unscheduled Downtime in a single billing month will not exceed 50% of the amount due from you for the Services for such month. Service Credits will be in the form of a monetary credit and will be applied as a credit against the fees incurred by you within 60 days after the Service Credit was requested. The Service Credits provided under this section will be your sole and exclusive remedy, and Meteor’s sole and exclusive liability, for failure to meet the Service Level.

<table>
<thead>
<tr>
<th>Service Availability Percentage</th>
<th>Percentage of monthly fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>99% to 99.99%</td>
<td>10%</td>
</tr>
<tr>
<td>95% to 98.99%</td>
<td>25%</td>
</tr>
<tr>
<td>&lt; 95%</td>
<td>50%</td>
</tr>
</tbody>
</table>
2. **Definitions**

“Excused Downtime” means any failure to meet the Service Availability service level that it is attributable to: (a) Scheduled Downtime; (b) any breach by you of an agreement between you and Meteor that adversely affects Meteor’s ability to meet the Service Level, (c) circumstances caused by you, your personnel or third parties acting on your behalf that adversely affect Meteor’s ability to meet the Service Level, including without limitation your failure to use the Service in accordance with Meteor’s then-current documentation for the Service or Meteor recommended practices, (d) your systems or environment, (e) the use of services, hardware or software not provided by Meteor, (f) denial of service attacks, (g) actions taken by Meteor in response to real or perceived threats to the security of Meteor’s or your systems, (i) any event or occurrence outside of the reasonable control of Meteor (i.e., a force majeure event), or (j) actions taken by Meteor at your direction where Meteor has notified you that the action could result in the failure.

“Excused Downtime Minutes” means the total number of minutes within a calendar month during which a failure to meet the Service Availability Service Level is an Excused Downtime, as reasonably determined by Meteor.

“Scheduled Downtime” means (a) any period of scheduled Unavailability related to network, hardware, software or service maintenance, upgrades or other technical work, and (b) any period of emergency maintenance for critical patches, including security patches, with advance notice to you. We will use reasonable efforts to provide you with a minimum of seven (7) days’ advance notice for all Scheduled Downtime. Scheduled Downtime will not exceed eight (8) hours in any calendar month and will be scheduled in advance during off-peak hours (based on PT). We will notify you always via status.meteor.com. Subscribe to updates there if you want to receive it in your email.

“Unavailable” means the Service is unavailable for online use by you, as reasonably determined by Meteor.

“Unscheduled Downtime” means any period of time outside of the Scheduled Downtime during which the Service is Unavailable, excluding Excused Downtime. The measurement is in minutes.