SERVICE LEVEL AGREEMENT

This Service Level Agreement (the 'SLA') sets out the service levels expected by Cubbit in relation to the provision of services delivered via a Cloud Infrastructure owned or operated by Cubbit (the 'Services') and is incorporated into the agreement between the Customer and Cubbit. If you have purchased the Services through an authorised Cubbit reseller (the 'Partner'), all references to the Customer in this SLA shall be deemed to refer to the Partner and any Service credits shall only apply to the relevant Partner's orders under the Agreement. Capitalised terms used in this SLA but not defined shall have the meanings ascribed to them in the applicable Agreement.

1. DEFINITIONS

Monthly Uptime Percentage is calculated by subtracting from 100% the average of Error Rates measured over each five-minute period during the billing month.

Error Rate is calculated as follows: (i) the total number of internal server errors returned by the Cubbit DS3 Service with the error status "Internal Error" or "Service Unavailable" divided by (ii) the total number of requests for the applicable request type during that five-minute interval. The Error Rate will be calculated as a percentage for each 5-minute interval in the monthly billing cycle for each Cubbit DS3 Service account. The calculation of the number of internal server errors will not include errors that arise directly or indirectly as a result of any exclusion provided for in this SLA.

Service Credit means a credit on Fees for Services, calculated as set forth below.

2. MAINTENANCE

Customer acknowledges and agrees that the Services may not be available during the time required to perform Maintenance activities. Scheduled Maintenance operations of the Services, as well as extraordinary or emergency Maintenance operations, shall be communicated to the Customer at least 48 hours in advance, insofar as notice can be given. Notification will be made via the Services or via the status.cubbit.io page. Cubbit will endeavour to keep actual interruptions to a minimum and, as far as possible, schedule maintenance activities at times that have the least impact on the Customer's business.

3. SERVICE AVAILABILITY

Cubbit shall make every reasonable effort to ensure the availability of the Services with the following Monthly Uptime Percentage.

Service	Monthly Uptime
Cubbit DS3 _____	>= 99,95%

4. SERVICE CREDITS

As the sole and exclusive remedy in the event of a breach of the Monthly Uptime Percentage, Cubbit grants the Customer, by way of compensation, the Service Credit determined as follows:

Monthly Uptime Percentage.	Service credit
< 99,95%	10%
< 99,00%	25%

Service Credits will be recognised by Cubbit to the Customer and processed as follows:

i) In the case of usage on a consumption basis, the Service Credits will be applied to future payments that the Customer owes to Cubbit for the Services;

ii)   In the case of pre-committed Subscription, the duration of the Contract will be extended by as many days as the number of accrued Service Credits.

The Customer's sole and exclusive remedy in the event of unavailability, non-performance or other default by Cubbit in the provision of the Services shall be the receipt of the Service Credit (if eligible) in accordance with the terms of this SLA.

Service Credit Request

In order to receive a Service Credit, Customer must submit a request by opening a support ticket at cubbit.io/support within 10 (ten) days from the end of the month in which the non-compliance occurred, indicating in the subject line that it is a Service Credit Request and specifying in the description the dates and times of each non-zero error rate event, attaching documentation to support the claims and taking care to remove or obscure any confidential or sensitive information. Failure to do so will result in forfeiture of the Customer's right to receive a Service Credit.

Maximum Credit

The maximum total number of Service Credits that Cubbit may issue to the Customer in respect of a single month shall not exceed 50 per cent of the Fees owed by the Customer for the Services for that month.

5.   SLA EXCLUSIONS

Cubbit's obligations under the SLA do not apply when the downtime of the Services is caused by: (i) Force Majeure, i.e., events and circumstances which are objectively beyond Cubbit's reasonable control; (ii) any hardware or software used by Customer in connection with the Services, not provided by Cubbit; (iii) actions or failures to act on the part of the Customer or third parties; (iv) Maintenance activities within the following limits: a) one scheduled Maintenance operation per quarter, lasting no more than 4 (four) hours each; b) 2 (two) extraordinary or emergency Maintenance operations per year, lasting no more than 8 (eight) hours in total; (v) suspension or termination by Cubbit of the Customer's right to use the Services in accordance with the applicable Contract.

6.   CHANGES

Cubbit reserves the right to amend or replace this SLA during the term of the Contract for the provision of the Services pursuant to the applicable Contract. The changes made to the SLA shall enter into force from the date of their publication on the Cubbit Website.

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