SUPPORT AND SERVICE LEVEL AGREEMENT

Last updated as at: 24.05.2018

This Support and Service Level Agreement is entered into on the date the order is placed, (the "Effective Date") by and between Customer listed below (hereafter referred to as "Customer") and Universal CDN. Universal CDN is a Limited Liability Company based at Delaware, USA, (hereafter referred to as "UCDN"). Customer and UCDN are sometimes referred to collectively in this Support and Service Level Agreement as the "Parties."

1. Main Agreement
UCDN and Customer may have executed an Agreement ("the Main Agreement") under the terms and conditions as specified in UCDN's Terms of Service. The Parties agree that the terms and conditions of the Main Agreement govern this Support and Service Level Agreement (the "SSLA"). In the event of a conflict between the terms of this SSLA and the Agreement, the provisions of the Main Agreement shall be applied with priority. Capitalized terms used in this SSLA shall have the same meaning as in the Main Agreement and vice versa unless otherwise defined herein. Any use of the UCDN services by Customer constitutes acceptance of this Agreement.

2. Service Level Agreement

2.1 Customer is responsible for maintaining Customer's Equipment, whether legal property of UCDN or Customer.

2.2 Subject to the chosen SSLA level by Customer and the procedures defined in this SSLA, UCDN shall provide the support services described in this SSLA to Customer's Equipment ("SSLA Support").

2.3 Customer may also request UCDN to perform support outside of the SSLA or certain additional support services (the "Additional Support") described in this SSLA at UCDN's then current rates.

2.4 UCDN shall not charge Customer for SSLA Support and/or Additional Support utilized to remedy any event or condition caused by UCDN's gross negligence or willful misconduct. UCDN shall charge Customer for SSLA Support and/or Additional Support utilized to remedy any event or condition not caused by UCDN's gross negligence or willful misconduct.

2.5 UCDN may decline a Customer request to perform Additional Support in UCDN's sole discretion, in which case the performance of such services shall be Customer's sole responsibility. Notwithstanding the foregoing, UCDN may withhold its approval of Customer's performance of certain services in UCDN's sole discretion if such services are unavailable at the relevant Datacenter or if UCDN and/or Customer are otherwise prohibited from performing such services at the Datacenter.

3. Service Availability

3.1 UCDN shall use commercially best efforts to provide 99.99% Services availability. Services availability is calculated by the number of hours the service is available to customers plus the total number of hours, if any, the service is scheduled to be unavailable, divided by the total number of hours in that month.
In the event that there is no services availability, UCDN will credit the percentages of the affected traffic in the following month's service fee as follows:

Customer Services Availability Credit
99.9% to 99.98%: 5% credit
95% to 99.8%: 25% credit
90% to 94.9%: 50% credit
89.9% or below: 100% credit

In order for the Customer to receive a credit on his/her/its account, Customer must request such credit within seven (7) business days after he/she/it experienced Services unavailability. Customer must request credit by sending an electronic mail message to support@ucdn.com.

For security, the body of this message must contain Customer's user name, the dates and times of the unavailability of Customer's services, and such other customer identification requested by UCDN. Credits will usually be applied within sixty (60) days of Customer's credit request. Credit to Customer's account will be Customer's sole and exclusive remedy in the event that there is Services unavailability. Credits will not be provided to Customer in the event that Customer has no Services.

Unavailability resulting from:
a) Scheduled maintenance:
        i) as posted from time to time at www.UCDN.com and/or
        ii) via direct contact from UCDN to Customer;

b) Customer's behavior or the performance or failure of Customer's equipment, facilities or applications, or circumstances beyond UCDN's reasonable control, including, without limitation, acts of any governmental body; war; insurrection; sabotage; embargo; fire; flood; strike or other labor disturbance; interruption of or delay in transportation; unavailability of, interruption or delay in telecommunications or third party services (including DNS propagation); failure of third-party software or hardware; or inability to obtain raw materials, supplies, or power used in, or equipment needed for, the provision of the services.

4. Service response time

4.1 UCDN shall use commercially reasonable efforts to respond to Customer.

4.2 Response time is defined as the period of time in which the UCDN engineer has to respond to a Customer's maintenance email message.

4.3 Customer shall be reachable on Customer's Emergency numbers, specified in an Order Form.

5. Additional support

Customer may request UCDN, to perform Additional support such as software loading, hardware upgrades, and otherwise upgrade Customer's equipment (the "Upgrading"). UCDN may accept or decline Customer's request in its sole discretion. Customer must provide UCDN with a full written description of the procedures to be performed and have on-line support available to UCDN technicians performing Upgrading. Notwithstanding the foregoing, UCDN does not represent or warrant that its employees have the technical expertise required to address any technical issues that may arise during any Upgrading activity. UCDN shall charge Customer for Upgrading at its then current Support rates.

6. Personal data processing

6.1 The Parties hereby agree that any processing of the personal data of data subjects arising out of and/or in connection with this SSLA shall be performed as per the provisions set forth in UCDN's Privacy Policy and Terms of Service, as published on the UCDN Website.

7. Limitations

7.1 Customer shall not make structural alterations to the equipment covered by this SSLA, without UCDN's prior written consent.

7.2 Support not defined by this SSLA is not covered by the SSLA Support.

7.3 This SSLA is based on a Best-Effort policy. UCDN does not guarantee that Customer's equipment will be repaired and/or replaced.

7.4 In the event of any breach of the Agreement and/or an Order Form by Customer, in addition to any other remedies available to UCDN, UCDN shall have the right to suspend this SSLA, including SSLA Support. UCDN shall notify Customer of the suspension and its justification therefore as soon as practicable after the commencement of the suspension.