

1. SERVICE LEVEL AGREEMENT.

The Service Level Agreement(s) listed below are part of this Agreement for those Services Customer is buying:

- 1.1 Network. MCS shall use reasonable commercial efforts to ensure that MCS's data center network will be available 100% of the time in any given monthly billing period, excluding scheduled maintenance.
- 1.2 Data Center Infrastructure. Any event of a power outage shall be considered an "Infrastructure Outage". For customers providing their own servers, MCS shall use reasonable commercial efforts to ensure that data center HVAC and power will be functioning 100% of the time in any given monthly billing period, excluding scheduled maintenance. For any customer providing its own server(s) for use in conjunction with the Services, any event of temperatures exceeding acceptable levels pursuant to ASHRAE standard TC 9.9 in an area where such customer's Servers are being utilized shall be considered an "Infrastructure Outage."
- 1.3 Cloud Server Hosts. MCS shall use reasonable commercial efforts to ensure the functioning of the physical servers which host Customer's cloud servers "Cloud Server Hosts". If a Cloud Server Host fails, MCS shall use reasonable commercial efforts to ensure that restoration or repair will be complete within one hour of problem identification.
- 1.4 Migration. If a cloud server migration is required, MCS will notify Customer at least 24 hours in advance of beginning the migration, unless MCS determine in MCS's reasonable judgment, that MCS must begin the migration sooner to protect Customer's cloud server data. Either way, MCS shall use reasonable commercial efforts to ensure that the migration will be complete within three hours of the time that MCS begin the migration.
- 1.5 Credits. If MCS fails to meet a guarantee stated above, Customer will be eligible for a credit. Credits will be calculated as a percentage of the fees for the servers adversely affected by the failure for the current monthly billing period during which the failure occurred (to be applied at the end of the billing cycle), as follows:
 - Network: Five percent (5%) of the fees for each 30 minutes of network downtime, up to 100% of the monthly fees;
 - Data Center Infrastructure: Five percent (5%) of fees for each 30 minutes of Infrastructure Outage, up to 100% of the fees;
 - Cloud Server Hosts: Five percent (5%) of the fees for each additional hour of downtime, up to 100% of the fees;
 - Migration: Five percent (5%) of the fees for each additional hour of downtime, up to 100% of the fees.
 - Limitations. Customer is not entitled to a credit if Customer is in breach of this Agreement (including any payment obligations) until Customer has cured the breach. Customer is not entitled to a credit if downtime would not have occurred but for Customer's breach of this Agreement by Customer or Customer's misuse of cloud server system. To receive a credit, Customer must contact MCS's account team within thirty (30) days following the end of the downtime. Customer must show that its use of the Services was adversely affected in some way as a result of the downtime to be eligible for the credit. This Service Level Agreement is Customer's sole and exclusive remedy for server unavailability. Notwithstanding anything in this Service Level Agreement to the contrary, the maximum total credit for the monthly billing period, including all guaranties, shall not exceed 100% of Customer's total monthly fee for that billing period. Credits that would be available but for this limitation will not be carried forward to future billing periods.