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Service Level Agreement (V2020-1)

Concluded between:

Hostthink Internet Services EOOD LTD. legal Bulgarian entity with the address in Bulgaria, Burgas, 2B Serdika Street, 3rd Floor, 1st Office and Fiscal Identification Number 204167600, represented by Mr. Sheref Onuralp CHANKAYA acting as Director, hereinafter called “Supplier” or “Hostthink”

and

[...], legal [...], entity with the address in [...], registration number [...], fiscal number [...], represented by Mr. [...], acting as [...], as per the specifications in „Customer name” field on the “Customer Order Form”, hereinafter called “Customer”,

The present Agreement (“The Agreement”) outlines the Levels of Service (performance parameters) that Hostthink will provide to the CUSTOMER and enters into force at the signing date and is considered to be part of the Main Agreement concluded between the Parties.

The breach of the Service Level by Hostthink will result in Service Credits as described below. Service credits will only be offered for accounts that have no overdue balances.

1. Objective

1.1 This document specifies the Service Performance parameters to which Hostthink commits and the Service Credits attached to Hostthink failure to meet the committed levels. It comes in addition to the Agreement signed by the parties whose terms will prevail over this document if any contradiction should appear.

2. Confidentiality & Copyright

2.1 The copyright and confidentiality conditions of the present Service Level Agreement are ruled by the special Clauses of Hostthink Main Agreement.

3. Definitions

3.1. Availability

3.1.1. Availability is defined as a percentage of the total measurement time minus the unavailable time divided by the total time: $[(TotalTime - TotalUnavailableTime)*100] \div TotalTime$

3.2. Unavailable Time

3.2.1. It consists of the number of minutes that the Hostthink’s network, power or cooling is unavailable according to the parameters offered by the present agreement.

3.2.2. The network is considered unavailable when an unscheduled Maintenance prevents Hostthink from providing the Customer with the ordered service. This excludes any outage defined within section 11 of the present document.

3.3. The Backbone

3.3.1. The backbone is defined as those connections running between national and international hubs on Hostthink’s wholly-owned private network.

3.4. RFS (Ready For Service date) means the date when the Service is ready to be delivered.

3.4.1. The date when the Service is ready to be delivered is the date when Hostthink confirms to the Customer that the Service has been delivered and is operational.

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3.5. Scheduled Maintenance

- 3.5.1. Scheduled Maintenance events may occasionally be necessary for Hostthink to carry out maintenance or network upgrades.
- 3.5.2. They will occur no more than a maximum of up to 2 (two) times in any given calendar month, between 00.00 and 06.00 a.m. local time.
- 3.5.3. Hostthink will make commercially reasonable efforts to keep the Scheduled Maintenance to a minimum and assure the availability on the backbone, and that the sum of maintenance window of time should not exceed 6 (six) hours / month.

3.6. Emergency

- 3.6.1. Emergency indicates the work which is necessary to perform in order to avoid an outage, when the time between the moment this work is communicated and the moment the Maintenance starts is less than 5 business days

- 3.7. Except an emergency or a Force Majeure condition as described in the special clause of the Agreement, Hostthink and Customer will make commercially reasonable efforts to apply the following procedures with respect to Scheduled Maintenance:

- 3.7.1. Hostthink will provide the Customer with at least 5 business days' notice with any planned work that will affect the availability of service except for a case of emergency maintenance work on the network.
- 3.7.2. Customer will confirm to Hostthink within 2 business days that the Scheduled Maintenance proposals are acceptable. The absence of Customer's confirmation amounts to acceptance.
- 3.7.3. Where possible, Hostthink will provide Customer with Scheduled Maintenance proposals and confirmation details should be exchanged by e-mail / telephone.
- 3.7.4. Where possible Hostthink will make temporary alternative arrangements during a Scheduled Maintenance to avoid a break in the Customer service.
- 3.7.5. Customer shall make commercially reasonable efforts to give Hostthink advance notice of any event of which Customer is aware at its end.

4. Service Availability guarantees connectivity

4.1. Service Categorisation

- 4.1.1. Hostthink shall guarantee that the availability be at least 99.98% on uptime on protected services that use the partners' backbone.
- 4.1.2. Hostthink shall guarantee that the availability be at least 95% on uptime on unprotected services that use the partners' backbone.
- 4.1.3. Hostthink shall guarantee that the availability be at least 99.98% on uptime on services that use its own backbone.

- 4.2. Should Customer experience protected service availability below 99.98% during a given month, he shall receive credit according to the following table. The percentage applies to the contracted service (standing monthly charge, or monthly equivalent, plus traffic relating to the affected Hostthink network port). The outage credit shall be requested by the Customer according to the table below described and based on the minutes downtime registered during 1 (one) calendar month:

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Level	Availability	Minutes Downtime	Credit % penalty of the standing monthly charge
0	99,98% - 100%	0 - 9	0%
1	99,85% - 99,98%	10 - 68	5%
2	99,70% - 99,85%	69 – 130	10%
3	99,45% - 99,70%	131 – 238	15%
4	98,90% - 99,45%	239 – 475	20%
5	< 98,90%	> 475	Further 2% per each further 2 (two) hours

- 4.2.1. In the case of unprotected circuits, a 2% per 2 (two) hours downtime is acceptable below 95% availability.
- 4.2.2. If the average availability is below 95% for protected services or for those that use its own backbone and 90% for unprotected services during a given calendar month, Customer may terminate the agreement concluded between the Parties, in which case it may not benefit from other compensation.

5. Service Availability guarantees regarding power and cooling

5.1. The provision of a connection point to a protected 230 Volt supply will be available for the Customer to connect his equipment. This provision is protected by UPS battery backup system and diesel generator in the event of a power failure. Power availability target is 100%. Reasonable endeavours will be made to maintain an air temperature within the cold aisle of the pod at 23°C with a minimum of 13°C and maximum of 27°C. This will be done using equipment designed to maintain the optimal temperature when the outside temperature is between 50°C and minus 30°C. If Hostthink fails to meet Power Availability Targets or Temperature Targets during any calendar month the Customer will receive Service Credits as set out below:

Power % of month power that is available	Temperature % of month when temperature is between 13°C and 27°C	Service Credit % reduction in monthly service fee
< 100,00%	< 99,97%	5%
< 99,95%	< 99,85%	10%
< 99,90%	< 99,70%	15%
< 99,85%	< 99,30%	20%
< 99,80%	< 98,85%	30%

5.2. Any Service credit will apply to only those items of Equipment directly affected by the Outage event regarding Power or Temperature. The Service Credit will be calculated by Hostthink, at its reasonable discretion, having regards to the overall effect of the Outage Event on the Customers Equipment.

5.3. Non availability of service (Exclusions) are:

- 5.3.1. Force Majeure
- 5.3.2. Scheduled Maintenance or re-configuration to the service. Hostthink will endeavour to ensure this is carried out during off peak hours; also, Hostthink will make sure that the Customer is notified at least 1 (one) weeks in advance;
- 5.3.3. Outages resulting from a failure of the Customer owned equipment;

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- 5.3.4. Outages resulted from problems caused by Customer's failure to follow agreed procedures or caused by unauthorised changes to Hostthink's equipment by the Customer.
- 5.4. If Hostthink does not reach the targets set for power or temperature during any given calendar month with at least 95%, then the customer may terminate the Agreement concluded between the Parties, in which case it may not benefit from other compensation.

6. Service Availability guarantees for Business Internet connectivity

- 6.1. Hostthink will apply service credits for lack of total internet connectivity, where both the fibre and backup service, if the case, have failed, at the following rates:

Level	Hours Without Service	Service Credit
0	1-2 hours	0
1	2-12 hours	1 day
2	12-24 hours	2 days

- 6.2. A maximum of one month's service can be credited for any incidents within that calendar month.
- 6.3. If the average of Internet Business connectivity is below 95% during a given calendar month, the Customer may terminate the Agreement, in which case it may no benefit from other compensation.
- 6.5. Where Hostthink is providing a managed router and the device suffers a total failure or module failure resulting in service degradation, Hostthink will make necessary effort to replace the device within 36 hours during business hours Monday-Friday from diagnosing the fault. If the failure occurs during a weekend or public holiday period, a replacement will be organised the next business day. An enhanced level of service is available for fix within 4 hours for additional cost.
- 6.6. Where a fault occurs on the Hostthink network resulting in total loss of Customer internet connectivity, Hostthink targets the following fix times:

Electric Fault	Equipment Related Fault	Fibre Fault
1 Hour (During Office Hours)	5 Hours (During Office Hours)	24 hours
3 Hours (Outside Office Hours)	7 Hours (Outside Office Hours)	

7. Round-Trip Time guarantee

- 7.1. Hostthink regularly measured round-trip packet delay time (RTT) on its backbone shall not exceed, on average, the following figures:
- 7.1.1. Europe: 65 ms
- 7.1.2. Europe - USA: 250 ms
- 7.2. These estimated round-trip times are measured by averaging sample tests made every 30 minutes during a calendar month between two defined backbone routers.
- 7.3. Should the round-trip packet delay time be exceeded for one week, and for every subsequent week thereafter, Hostthink shall credit Customer 1/30 of the costs incurred by Customer for that respective month (standing monthly charge, or monthly equivalent, plus traffic relating to the affected Hostthink port).
- 7.4. Should Hostthink's network RTT exceed 4 times the levels guaranteed in 7.1 for more than 24 hours in a calendar month, Customer is entitled to service credit as per clause 7.3 for each additional 24-hour of delayed RTT.

8. Packet Loss Guarantees

- 8.1. Hostthink regularly measured packet loss within its backbone nodes shall not exceed, on average the 0.1% figure.

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- 8.2. Should this packet loss level be exceeded for one week, and for every subsequent week thereafter, Hostthink shall credit Customer 1/30 of the costs incurred by the Customer for that respective month (standing monthly charge, or monthly equivalent, plus traffic relating to the affected Hostthink port).
- 8.3. Should Hostthink Packet Loss exceed 5 times the guaranteed level of 0.1% for more than 2 hours in a calendar month, then Customer is entitled to service credit as per art. 8.2 above for each additional 2-hour of excess packet loss.

9. Installation Delay Guarantees

- 9.1. Hostthink warrants that it will have the service delivered to the Customer within ten (10) working days from written acceptance of Order Form by Hostthink. The service will be declared, by Hostthink, to be “active” at completion of the Compliance Test Procedure.

10. Outage Reporting Guarantees

- 10.1. Hostthink Network Operation Centre (NOC) will be able to inform Customer of any outage that may have affected the customer service within thirty (30) minutes of first awareness of the above mentioned outage. This information will be provided twenty-four (24) hours a day, seven (7) days a week at the Customer’s request.
- 10.2. Hostthink will make best endeavours to make at least three (3) attempts to inform Customer. Such notification shall be done by telephone, fax or e-mail or via public status posting.
- 10.3. It is Customer’s responsibility to ensure that Hostthink and Hostthink NOC have any and all updated contact information regarding Customer, namely all telephone and fax numbers and e-mail addresses, for all Customer notifications regarding disruption of service.

11. Exclusion From Guarantees

- 11.1. Unavailable time shall exclude periods when outages arise from, or are otherwise indirectly caused by:
 - 11.1.1. Outage periods due to any cause other than faults in the Hostthink network, including faults or negligence of the Customer or problems associated with equipment connected on the Customer's side of Hostthink delivery point
 - 11.1.2. In case the Customer’s premises equipment should cause imminent material alterations of the quality of the service or malfunctioning in the network, Hostthink will proceed to disconnect the link, for benefit of the rest of users of the network, and this disconnection won’t be cause of penalty under the SLA. Hostthink will notify as soon as possible to the Customer this malfunctioning in order to repair the problems, and in case of an emergency without being held responsible if the notification occurs after the disconnection.
 - 11.1.3. Outage periods reported by the Customer in which no fault is observed or confirmed by Hostthink.
 - 11.1.4. Any fault period during which service is suspended under provision in the Agreement.
 - 11.1.5. Downtime when Hostthink technical staff cannot have access, when the Customer is requested to do so for the purpose of investigating the problem and restoring the service, to Customer premises and equipment pertaining to the service in case the service should include the management of equipment on the Customer site by Hostthink.
 - 11.1.6. The Customer requesting Hostthink to test Customer connection although no fault has been detected and/or reported by Hostthink.
 - 11.1.7. The Customer requesting Hostthink to upgrade the capacity of the service, if this operation results in an outage. Such an upgrade is subject to a new Order signed by the parties who will have agreed in advance the operation date of such an upgrade.

11.2. No guarantee applies:

- 11.2.1. During Scheduled Maintenance affecting in the service as defined in section 3.
- 11.2.2. For any use made by the Customer of a transmission capacity prior to the RFS date.

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11.2.3. Performance degradations and service loss due to Denial Of Service attacks or other unlawful attacks generated inside the Customer's network or executed against users inside the customer's network or the customer network infrastructure, will be excluded from SLA calculation as it is within the customer's responsibility to put in place the relevant protection mechanisms inside its network to protect itself and its customers. Nevertheless, Hostthink is available to support the customer by implementing appropriate measures on Hostthink's network, such as limiting on ICMP bandwidth, rate limiting over customers' ports, implementing filters or black-holing routes.

11.3. Force Majeure

11.3.1. Neither Party will be obliged to carry out any obligation under this Agreement where performance of such obligation is prevented by the occurrence of a Force Majeure event as defined in the Main Agreement.

11.3.2. No commitment from Hostthink applies in case of Force Majeure.

12. Third Party Services

12.1. In case of one or more Telecommunication Services are provided by Hostthink as part of the contract through Third Party providers, Hostthink won't be liable to the Customer in respect of a fault on these services, except for the case when the third party provider is liable to Hostthink.

12.2. Customer can request a copy of Third Party providers' SLAs. These SLA will supersede Hostthink SLA in regard of the Third Party Services provided.

12.3. Hostthink will credit the Customer with the relevant compensation following credit of compensation to Hostthink by the Third Party provider.

13. Support Escalation

13.1. Hostthink operates a 24/7/365 support operations team who is able to assist with all support related matters. In the event communication between the Customer and the operations team fail or the team is not able to resolve a case to the Customer' full satisfaction, the following escalation path is to be used by the Customer:

Level	Contact	E-mail	Availability
1-2	Technical Support Desk	support@hostthink.net	24/7
3	Executive Director – Seref Onuralp Cankaya	seref@hostthink.net	24/7

14. About Credits:

14.1. These "Performance Parameters" do not constitute warranted characteristics for the purposes of the law. Customer is not due anything above and beyond the cumulated contract Service Credits as set forth in this SLA and furthermore, will not have any grounds for damages for positive breach of contract other than the credits set forth in this SLA, Customer hereby expressly deeming these credits to be satisfactory.

14.2. Customer may not claim more than one "Performance Parameter" at any given time, which means that Hostthink will not give service credits for both unavailability of the backbone AND the maximum round-trip time being exceeded for that given month.

14.3. Penalty payments to Customer shall not exceed 100% of the contracted monthly charges incurred by Customer for the-said Connection.

14.4. Customer shall have the right to apply for any and all possible credits described within this SLA, credits limited to the provision set out in art. 14.2., for each month of contracted service with Hostthink, with the exception of Hostthink's installation objective. This objective shall only be applicable at the time of installation upon receipt of a valid, working order from Customer.

14.5. All claims by Customer of Hostthink failure to meet the "Performance Parameters" set forth in this SLA shall be filed, in writing, by Customer within thirty (30) days at which the Customer has become aware or could be



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expected to become aware of such failure. Failure to meet the term set out in this provision prevents the Customer from making any claim.

- 14.5.1. Hostthink will acknowledge receipt of the request via e-mail within two (2) business days after such receipt and will review all requests within ten (10) business days after such receipt. Customer will be notified upon resolution of the request.
- 14.6. When the request is submitted, the Customer shall pay its entire service bill, and shall not set off any Service Credits it would anticipate receiving from Hostthink. If Hostthink has agreed in writing to a service credit setoff is permitted.
- 14.7. Should Hostthink require additional information from Customer, this notification period for Customer shall begin upon receipt of all information required by Hostthink. This does not refer to the round-trip packet delay objectives to which Hostthink shall, upon request, credit Customer for failure to meet any such objectives.
- 14.8. In case of an early termination of the contract, the credits will be calculated on a pro rata basis and no further credits will be payable.
- 14.9. The Service Credits provided for in this SLA assume compliance by Customer with Hostthink Main Agreement. Customer’s failure to comply therewith shall invalidate the Guarantees provided herein.
- 14.10. Service Credits delivered as remedies in conjunction with the present SLA represent Hostthink sole responsibility and the Customer’s sole remedy related to the service(s) provided by Hostthink.
- 14.11. Service Credits to which the Customer is entitled to shall be paid by Hostthink by pro rata reduction of the fee, said reduction being contained in the next invoice issued by the Supplier.

15. Policy Change

15.1. Hostthink, upon request of a local or a national governmental authority or based on change in applicable law, shall be entitled to change, amend or revise this policy at any time. Such changes or revisions will be deemed effective upon information given to the Customer by any means.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below, in two (2) hard copies, one for each contracting Party.

CUSTOMER

Company name: _____
 Name: _____
 Position: _____
 Date: _____
 Signature: _____

SUPPLIER

Company name: Hostthink Internet Services EOOD Ltd.
 Name: Sheref Onuralp Chankaya
 Position: Director
 Date: _____
 Signature: _____

