Constellix Service Level Agreement

This Constellix Service Level Agreement ("SLA") is a policy governing the use of Constellix's DNS service under the terms of the Constellix Terms of Service Agreement (the "Constellix TOS Agreement" or "Constellix TOS"), and the Constellix Warranty Indemnification and Legal Disclaimer between Constellix dba Tiggee LLC, and users of Constellix services ("you"). This SLA applies separately to each account using Constellix services. Unless otherwise provided herein, this SLA is subject to the terms of the Constellix TOS Agreement and the Constellix Warranty Indemnification and Legal Disclaimer. Constellix aba Tiggee LLC reserves the right to change the terms of this SLA in accordance with the Constellix TOS and the Constellix Warranty Indemnification and Legal Disclaimer.

Service Commitment

Constellix will use commercially reasonable efforts to make Constellix DNS Service 100% Available (defined below). In the event that Constellix does not meet the foregoing commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "100% Available" means that 100% of Constellix's DNS name servers assigned to your "hosted zone" did not fail to respond to your DNS queries during a billing cycle.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

Service Credits

Service Credits are calculated based on 500% of the time the Constellix Service was not 100% Available rewarded at a 1 day minimum, in the billing cycle in which the Constellix DNS service was not 100% Available occurred: We will apply any Service Credits only against future Constellix service payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from Constellix. A Service Credit will be applicable and issued only if the credit amount for the applicable billing cycle is greater than one dollar ($1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise outlined in the Constellix SLA, your sole and exclusive remedy for any unavailability, non-performance, or

other failure by us to provide Constellix DNS service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a case in the Constellix Support Center. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. The words "SLA Credit Request" in the subject line;
2. The dates and times of each period that Constellix Service was not 100% Available that you are claiming; and
3. Your request logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks). If the period that Constellix DNS service was not 100% Available is confirmed by us, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

Constellix SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of Constellix Service, or any other Constellix performance issues:

(i) caused by factors outside of our reasonable control, including any force majeure event, denial-of-service attack or Internet access or related problems beyond the demarcation point of Constellix;

(ii) that result from any actions or inactions of you or any third party;

(iii) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control);

(iv) arising from our suspension and termination of your right to use Constellix in accordance with the Constellix TOS Agreement;

(v) that result from you exceeding usage limits indicated on Constellix's website based on a failure to keep your account in good standing, paying invoices for service usage ontime;

(vi) that result during a period that you were not using all name servers provided to you by Constellix (for example, ns11.constellix.com, ns21.constellix.com, ns31.constellix.com, ns41.constellix.com, ns51.constellix.com, and ns61.constellix.com) assigned to your "hosted zone";

(vii) that result from use of vanity DNS systems or customized enterprise DNS solutions;

(viii) that result from the use of HTTP Redirection ("HTTPRED" or "redirection") services;

If availability is impacted by factors other than those used in our calculation of 100% Available, then we may issue a Service Credit considering such factors at our discretion. Constellix reserves the right to fully investigate any SLA Credit claim prior to rewarding any credit in accordance with this SLA Agreement.