SERVICE LEVEL AGREEMENT

This Service Level Agreement is a contract between the individual or entity (client, customer, you, your) and EndLayer, LLC (EndLayer, we, us, our).

This Service Level Agreement (SLA) defines the terms and scope of our dedicated and/or shared hosting services, as well as your duties as the Client.

Please review the terms and conditions of this service agreement carefully. This agreement supersedes all previous agreements, written or verbal. Any modifications to this agreement must be made in writing and entered into your support file as an addendum. This Service Level Agreement describes EndLayer's responsibilities and the terms of service for your dedicated and/or shared services with EndLayer.

Please review the agreement in its entirety to ensure that the service matches your needs.

The entire EndLayer team looks forward to serving you!

Sincerely,

The EndLayer Team

EXECUTIVE SUMMARY

You will find the key points of our Service Level Agreement below in regard to your dedicated and/or shared hosting services with EndLayer. Please review the entire document before subscribing to our services.

EndLayer will provide the following:

- Base operating system updates/patches, server-level application updates/patches
- Server uptime monitoring with automatic response to server outages
- Server security and health checks
- Server support via the web, email and telephone
- 24/7 emergency support
- Administrative-level system tasks such as e-mail account management, web firewall management and access control (ex: FTP, SSH) and DNS system management.

Your responsibilities:

- Provide EndLayer with access information, if applicable
- Keep your contact information up-to-date
- Keep your account in good standing

SERVICE FEES

Service fees are calculated on a per-client basis based upon each client's individual environment requirements. Service fees will be included on written estimates/invoices and within your my.EndLayer client portal billing profile.

SERVICE LEVEL AGREEMENT

1.	**TERM**

This agreement is month to month and will renew automatically. EndLayer reserves the right to restrict, suspend or cancel service for any user at any time.

To cancel this contract, you must notify EndLayer by submitting a support ticket within five (5) business days prior to your next billing cycle. Cancellation requests should be submitted via the my.EndLayer client portal by selecting the "Request Cancellation" option under the "Billing" menu. The my.EndLayer client portal is located at https://my.endlayer.com.

EndLayer does not permit cancellation via any other method, including, but not limited to: e-mail, telephone, facsimile or postal mail. Any notice of termination will be effective on the following billing due date for the service being terminated or thirty (30) days after the cancellation notice is submitted, whichever is longer.

EndLayer reserves the right to change the terms of this agreement at any time. You will be notified of new terms 30 days in advance of its effective date.

2.	**SERVICE FEES**

Service fees are described in your billing profile located within the my.EndLayer client portal.

Any additional hours, or hours agreed upon outside of the service agreement, will be billed as additional line items at a standard rate of $175.00 per hour. EndLayer will automatically bill the additional fees upon your next billing cycle.

3.	**BILLING**

Invoices will be sent monthly on the 1st of every month and charged to the credit card on file automatically. Charges will include all billing profile pre-determined fees and any overages for the month.

Payment for outstanding invoices is required within ten (10) days. Services will be suspended after five (5) days past due, and permanently terminated after ten (10) days past due. A service charge of $50.00 will apply for suspended services that are re-activated. Terms for frequently delinquent accounts may require alteration at EndLayer's discretion (ex: a monthly account that is constantly delinquent may be required to change to a 6-month billing cycle).

On any past due accounts, any additional services beyond your agreed monthly service plan will be charged at a standard rate of $175.00 per hour.

4.   DESCRIPTION OF SERVICE

A. Base Software Updates & Patches

Operating System: EndLayer will apply updates from approved sources (Appendix A). Only updates from approved sources are included in the support plan. Updates provided by other sources are not included and will not be supported. Unless needed to perform otherwise, server updates will be applied as follows: Security updates will be applied as soon as available, other patches will be applied within one month. Patches may be requested to be applied at any time. EndLayer may delay updating the OS if there are significant reports of issues with the updates.

Control Panel: EndLayer will apply control panel updates in a timely manner. Basic updates will be applied quarterly. Major updates will be applied at our discretion once we have validated that the updates can be applied without significant issues. We may delay major non-critical control panel updates while we assess feedback from early adopters. Critical updates will be discussed with the customer and applied as soon as possible after a schedule has been agreed upon.

Please note that OS and Control Panel updates are within version and include minor updates only. For example, updating from Red Hat Enterprise 6 to Red Hat Enterprise 7 is a major upgrade and would not be covered by the support plan. Major upgrades can be provided and will be assessed on a per project basis at an additional fee.

B. Administrative and Support Hours

This section applies to dedicated services only. Shared services (such as SPM) are not eligible for and do not include Administrative and Support Hours.

Blocks of time outlined by your managed server plan are available to be used toward responding to system issues. System administration hours are grouped for all servers enrolled in the managed server program. Additional hours are billed as described in your billing profile located within the my.EndLayer client portal or at the rate of $175.00 per hour if not listed.

C. Server Health / Monitoring

EndLayer will audit a number of server variables including disk usage, system load, CPU utilization, network health and memory usage. If issues are detected, an incident will be automatically created at the appropriate priority level. EndLayer reserves the right to adjust monitoring variables at any time.

D. Proactive Response

EndLayer will respond to service outages when detected by our service monitor. In the case of dedicated services, proactive response to outages detected by our service monitor will be automatically deducted from your included administrative hours.

E. Security

Monthly security checks are performed as part of your monthly service. We use a variety of tools to assess server security. EndLayer may select and modify these tools at any time and at its sole discretion. EndLayer will correct any security issues relating to the operating system and network only. *APPLICATION SECURITY IS THE CLIENTS RESPONSIBILITY.*

EndLayer environments are guaranteed to pass a server-level PCI compliance scan by an approved vendor - **provided that credit card information is not stored on EndLayer service and is properly stored at a PCI-approved gateway.** Clients must utilize a third-party merchant API or plugin to process credit cards on the remote gateway.

F. Data Backup

EndLayer is responsible for facilitating off-site and secure backups of the Client's data twice daily. EndLayer backups are performed for the purpose of disaster recovery (defined in Appendix C attached hereto) purposes only and may not be used by Client as a tool to revert or roll back code, database or otherwise any website changes performed by Client. EndLayer will restore backups related to disaster recovery free of charge. Any other restores are billable at hourly rates defined in Section 2 of this Agreement. EndLayer does not make any further guarantee, expressed or implied, to backup any other data on or off of the Clients' premises apart from the contracted services with EndLayer. **EndLayer cannot guarantee the quality of the data prior to backup.**

G. Support & Support Channels

Using the my.EndLayer client portal (https://my.endlayer.com) is strongly encouraged for Low, Medium or High priority service requests. Tickets are also accepted via e-mail at support@endlayer.com. For EMERGENCY priority incidents, please call our technical support line at 1-855-ENDLAYER (1-855-363-5293).

THE TERMS OF THIS SERVICE LEVEL AGREEMENT ARE VALID ONLY IF YOU USE THE PROPER SUPPORT CHANNELS. Opening a service request or incident for a server not listed in your original estimate/invoice will be treated as consulting services outside of this Agreement. By failing to follow the incident management procedure outlined within this service level agreement, the Client releases EndLayer from responsibility and any penalties for the said incident, including SLA Response Credits outlined in Appendix B.

Ticket Priority Guidelines

When you open a service request or incident, you may select a priority level ranging from low to urgent. Failure to follow these guidelines will constitute a violation of our Acceptable Use Policy (See Appendix D) and may result in termination or excessive use charges on your account.

Priority Label	Priority Description
Urgent	Critical service is unusable or down
High	Moderate impact on critical applications
Medium	Monitor impact on critical applications; resolution requested within 24 hours
Low	Little to no impact on critical applications; resolution requested within 24-48 hours

EndLayer schedules services to meet our Service Level Agreement for all clients. *Please select carefully* the appropriate priority level for your service request or incident.

5.   SCOPE OF SERVICE

A. Covered Software

The support plan covers only standard software deployed with your OS and/or your control panel as described in Section 4.A of this Agreement. *EndLayer is not responsible for any third party add-ons or additional software you may have added to your service (ex: Wordpress, Magento, Joomla, OpenCart, etc).*

EndLayer reserves the right to exclude any third party software from the support plan. *Please see Section J below entitled Third-Party Providers.* Third party software installed by EndLayer is not automatically included in the support plan.

B. Server Customizations

EndLayer reserves the right to deny the use of any non-standard software or deny the implementation of any server-level customizations on all Shared services.

For dedicated services, management and support of non-standard or custom software is not included in any EndLayer service and any support of such software will be treated as case-based support. If you have questions about any software modifications, contact us by emailing support@endlayer.com or opening a ticket in the my.EndLayer client portal.

C. Dependent Servers/Services

If your business operations depend upon multiple servers/services, including but not limited to servers/services outside of EndLayer's network, EndLayer is ONLY responsible for the servers/services enrolled as per the original estimate/invoice agreed upon by EndLayer and the Client. For dedicated services, response to failures caused by dependent servers/services will be charged against the time allotted in your managed server plan, followed by hourly rates defined in your managed server plan in the event of overages. For shared services, response to

service failures caused by dependent servers/services will be charged at standard hourly rates. We encourage all clients to put all dependent servers/services under EndLayer management whenever possible so that we can appropriately respond to all outages.

D. Training

EndLayer is not responsible for providing training, assistance or tutorials of any kind. EndLayer assumes the Client is knowledgeable or will obtain appropriate training for all tasks wished to be performed by the Client.

E. Disaster Recovery

Issues beyond EndLayer's control may result in Client's data being unreachable or unusable (ex: extended power or infrastructure failures, Force Majeure events, etc). EndLayer will be responsible for restoring data as per Section 4.F of this Agreement in the event of a disaster determined to be a cause of a failure of EndLayer infrastructure. Should such a failure be caused by Client actions, restoration of data (if available) will be billable to Client in the form of support/administrative hours followed by standard rates outlined in Section 2 of this Agreement should Client's available administrative/support hours be exhausted. EndLayer cannot guarantee data will be usable after a restore.

F. SPAM and Blacklists

As part of this Agreement, we only assure that your server is not an open relay (publicly accessible by any email sender). Dealing with any other issues relating to inbound or outbound spam may result in additional fees. For inbound spam, the support only covers default SPAM solutions included with your system's control panel. We provide support to determine if your SPAM software is working. We do not include any support related to the accuracy of the SPAM system. Any work required to tune the system for improved accuracy will require case-based support. For outbound SPAM, we will do a security check to assure that your server is not an open relay. If the SPAM is originating from an end-user or from a web script on your server, the investigation of the issue is not covered by this agreement. For any outbound spam investigations, you may be charged a SPAM investigation fee at our prevailing hourly rates and your service may be suspended or terminated at EndLayer's discretion in order to protect the EndLayer network.

G. Hosted Infrastructure Uptime Guarantee

EndLayer guarantees a 100.00% uptime availability of your EndLayer dedicated and/or shared service. This uptime is end-to-end and encompasses all layers and services needed to ensure uptime of your hosted services as defined in the following list:

- Physical infrastructure (all power, HVAC infrastructure and physical security)
- EndLayer network infrastructure (the EndLayer network equipment (ex: switches, routers), firewalls, web application firewalls, IP reputation filtering and DDOS devices)

- Storage platforms (includes all LUN(s), SAN Fabric, SAN Switches and SAN data drive availability)
- Compute platforms (includes all physical hosts and virtualization software)

Important: The EndLayer Network, for the purposes of this Service Level Agreement, is defined as the provision of access by EndLayer to the EndLayer internal boundary to the Internet as well as the internal network serving the front-end hosting environment. The following are specifically excluded from this Service Level Agreement:

- The backend EndLayer-only management network and backend server-to-server private network;
- Routing anomalies, asymmetries, inconsistencies and failures of the Internet outside of the control of EndLayer;
- Maintenance events as defined by EndLayer below; and
- Customer directed actions, whether Customer, EndLayer or other party implemented, that impacts the availability of the services.

EndLayer proactively monitors infrastructure uptime through proprietary and/or other licensed commercial systems. The results of these monitoring systems shall provide the sole and exclusive determination of your service uptime.

Scheduled Maintenance

EndLayer may from time to time conduct routine tests, maintenance, upgrade and or repairs on any part of its' infrastructure and EndLayer will provide Customer five (5) days prior notice for customer-impacting maintenance via the my.EndLayer client portal. Whenever possible, such maintenance is scheduled to be conducted outside of the business hours of the datacenter in question (defined as Monday through Friday 09:00-18:00 of the time zone of the respective datacenter).

Emergency Maintenance

There may be situations where it is not practical for EndLayer to provide advance notice of a maintenance event, ie., in the event of an unforeseen disruption of a critical service. Addressing these events may require that emergency maintenance be performed.

Additionally, there may be situations in which it is not possible for EndLayer to provide advance notice due to security concerns (ex: patching a non-public/non-published security exploit) where it would be a security risk to publically announce maintenance related to such a security event.

In these cases, EndLayer will be entitled to disrupt the Services to conduct this emergency maintenance without advance notice and at any time.

Service Level Agreement (SLA) Uptime Credits

In the event that EndLayer fails to meet a guarantee stated above (excluding scheduled maintenance), EndLayer will refund 20% of applicable monthly service fees for each two (2) consecutive hours of downtime experienced up to 100% of the monthly service fees for those services exclusively affected.

Service Level Agreement (SLA) Uptime Credit Requests

All Service Level Agreement claims should be communicated via an Accounting ticket in the my.EndLayer client portal within seven (7) days of the incident. The Ticket must include all relevant information including host name, IP address, full incident description and logs, if any. All service credits will be issued as credits against future invoices for services.

In order to qualify for service credits, Client must be current on all payment obligations and not be in violation of any Terms of Service, Acceptable Use Policy or any other policies and procedures of EndLayer.

No service credits will be given for service interruptions: (i) caused by the action or failure to act by Client or Client's personnel, (ii) due to failure of any equipment or software provided by Client, (iii) which are the result of scheduled maintenance, (iv) due to a force majeure event, (v) for which Client is entitled to a service credit for the same or contemporaneous service commitment failure or (vi) resulting from Client's breach of the Terms of Service, Acceptable Use Policy or any other policies and procedures of EndLayer. Total cumulative service credits during any given month shall not exceed 100% of the monthly fee for those services affected.

H. Walk-through Support & Development / Consulting Requests

EndLayer does not provide walk-through support, development, design or anywise any other consulting outside of web hosting services as part of any monthly service package. EndLayer can provide such services at an additional fee.

EndLayer often receives support requests for issues that are development related (i.e. pertaining to issues with Client-owned code or software and not applicable to EndLayer server operations). Should EndLayer determine a request is development related, EndLayer will attempt to direct Client as to the best course of action to resolve their issue outside of EndLayer's support services but in no way will EndLayer be liable for or be relied upon for such a recommendation.

Under no circumstance will EndLayer be responsible or liable for any support or development request for any Client code or software platform. EndLayer recommends all Clients retain a developer familiar with Client's individual custom environments for such purposes. Issues deemed to be development related are exempt from any Service Level Agreement Response Credit set forth in Appendix B.

Client agrees not to use EndLayer support services to provide direction on development issues (ex: using EndLayer support to determine if an issue should be handled by a developer). Such requests may be billable as consulting services outside of this Agreement.

I. Non-reproducible Issues

Should EndLayer not be able to reproduce an issue through extensive testing, we must defer support to services outside of this agreement. For example: if you cannot access your e-mail account but we have proven that the system is working – EndLayer's responsibility under this agreement has been fulfilled. EndLayer may offer or advise of additional levels of support outside of this Agreement if necessary to remediate the issues. Example: troubleshooting your local network, configuring e-mail clients.

J. Third Party Providers

Enter transactions with third-party providers on your own responsibility and at your own risk. EndLayer does not assume responsibility for contracts between our clients and third-party vendors in any way for any transaction. We do not serve as the trustee, fiduciary, agent or representative in any of these agreements. Third-party offers that include discounts or promotions may be subject to additional restrictions by the third-party provider. All agreements and transactions with third-party providers are binding under the provider's terms and conditions. Be sure to confirm the purchase and use of goods and services with each third-party provider.

Some of EndLayer's products may be offered under license through outside vendors and these products are covered under any applicable license agreement with the third party.

6.   CANCELLATION

EndLayer reserves the right to restrict, suspend or cancel accounts for any user at any time.

To cancel this contract you must notify EndLayer by submitting a support ticket within five (5) business days prior to your next billing cycle. Cancellation requests should be submitted via the my.EndLayer client portal by navigating to "Request Cancellation" located under the "Billing" menu.

The my.EndLayer client portal is located at https://my.endlayer.com. EndLayer does not permit cancellation via any other method including, but not limited to, the following: email, telephone, facsimile or postal mail. Any notice of termination will be effective on the following billing due date for the Service being terminated. Upon termination, you must pay EndLayer for all services provided to date as well as any outstanding charges which remain due.

7.   DISCLAIMERS

EndLayer support services are limited only to those services in which the Client has explicitly enrolled in with EndLayer as per the original estimate/invoice. You shall not receive any benefits under this Service Level Agreement in connection with any failure of service cause by or associated with:

- Conditions beyond our reasonable control resulting directly or indirectly from acts of any governmental body, war, terrorism, sabotage, insurrection, embargo, strike or other labor disturbances, interruption in traffic or transportation, interruption or delay in telecommunication or third party services, natural disaster or catastrophes, fire, flood, facility power shortages, disturbances in the ability to obtain raw material or supplies, inability to obtain third party software and hardware and any other circumstances beyond our reasonable control in order to provision this Service Level Agreement.
- Any failure of Internet or telecommunication networks caused by a provider's faulty network equipment or misconfiguration.
- Any Scheduled and/or emergency maintenance.
- Any network or Internet security breaches including virus/worm attack, denial of service and/or misuse of service by authorized/unauthorized users.
- Any DNS, domain registration or email issues beyond direct control of EndLayer
- Any failure of customer's equipment
- Any omission, knowlingly or unknowingly, of non-standard modifications, add-ons or customization
- Any failure of customer's equipment
- Any omission, knowingly or unknowingly, of non-standard modifications, add-ons or customizations made by the client or the Client's designates.
- Non-paying or delinquent customers.

Please note that geographic conditions such as denial of service attacks, viruses, network latency and similar issues may impact EndLayer's ability to execute services in accordance with this Service Level Agreement. If internet conditions beyond EndLayer's reasonable control prevent EndLayer from executing this Service Level Agreement, EndLayer is released from its responsibilities as outlined in the agreement. To guard against network issues, EndLayer maintains redundant network access methods to minimize the impact of network interruptions.

Should such a condition prevent EndLayer from fulfilling the terms of this agreement, EndLayer will release a statement within fifteen (15) business days documenting the failures not under EndLayer's control.

Force Majeure: Neither party shall be liable for any loss, damage, or penalty arising from delay due to causes beyond its reasonable control.

8. DUTIES OF CLIENT

Authorization

EndLayer may require administrative access to Client systems in order to provide services. By accepting this agreement, you authorize EndLayer and its employees, agents or subcontractors to access your services at any time for the purpose of server administration.

By accepting this agreement, you authorize EndLayer to contact responsible parties for hardware maintenance, technical support, server reboots, or other services in an effort to execute the services in the support plan.

Third parties, subcontractors and agents shall be approved in advance (unless for emergency services) by Client.

Access Procedures

Client is responsible for providing EndLayer with sufficient access information and procedures to execute the terms of the support plan. All passwords, website addresses, email addresses and telephone numbers required to execute this agreement must be provided to EndLayer in an accurate and timely fashion. By failing to provide appropriate access information, Client releases EndLayer from its responsibilities outlined by this service Agreement.

Client is responsible for advising EndLayer of changes in server access procedures and information. This includes but is not limited to server passwords, provider contact information, provider access information and other 3rd parties access information required for the appropriate administration of the server. Changes to access information should be submitted via the appropriate channels as soon as the information is changed.

Periodically, EndLayer will request updated access information. Please respond to these updates to ensure we have the latest access information.

If you fail to provide accurate information, EndLayer, through no fault of its own, may not be able to execute services as outlined in this agreement. If incomplete or incorrect access information prevents EndLayer from executing the services described in this agreement, EndLayer is released from its responsibilities as outlined by this service agreement.

Acceptable Use

Client is responsible for compliance with all terms and conditions of EndLayer's Acceptable Use Policy as set forth in Appendix D attached hereto.

9. LIABILITY

Except for any indemnification obligations contained in these general terms and conditions, in no event will EndLayer's aggregate liability in connection with these general terms and conditions and any applicable schedules exceed one month's average charge to customer based on actual monthly charges paid during the previous twelve months or such lesser number of months if customer has not received 12 months' of service. Such limitation shall be the extent of EndLayer's liability in the event of any alleged defaults by EndLayer under this agreement, including alleged acts of negligence or breach of contract and regardless of the form in which any legal or equitable action may be brought against EndLayer and the foregoing shall constitute customer's exclusive remedy. In no event shall either party be liable to the other party for any loss of use, interruption of business, lost profits, lost revenue or any incidental, consequential, special or indirect damages of any kind regardless of the form of action, whether in contract, tort (including negligence) or otherwise, even if such party has been advised of the possibility of such damages in advance.

Under this agreement no action may be brought by either party more than one month after the cause of action has accrued except that an action for nonpayment may be brought within one year of the date of last payment.

While EndLayer may be tasked with securing networks as part of services provided to Client, EndLayer cannot control third-parties and as such EndLayer shall not be liable for data security breaches (unauthorized or unintentional exposure, disclosure, or loss of any sensitive information belonging to Client) as a result of but not limited to, hacks, viruses, malware, exploits, social engineering or any other unauthorized access to a Client's data network.

EndLayer services may not be used in any situation where failure or fault of EndLayer services could lead to death or serious bodily injury of any person, or to physical or environmental damage.

10. INDEMNIFICATION

Client shall, at its sole cost, indemnify and hold harmless EndLayer and its affiliates, officers, directors and employees from and against any and all liability, claims, loss, damage, injury or expense, including reasonable attorneys' fees and court costs, arising in connection with any third party action resulting out of a breach or allegation which if true would constitute a breach of any of its representations, warranties or obligations herein.

Client shall, at its sole cost, indemnify and hold harmless EndLayer and its affiliates, officers, directors and employees from and against any and all liability, claims, loss, damage, injury or expense, including reasonable attorneys' fees and court costs, arising in connection with any third party action or inaction which is a substantial factor in causing EndLayer to breach, or allegation which if true would constitute a breach of, any of its representations, warranties or obligations herein.

EndLayer shall, at its sole cost, indemnify and hold harmless Client and its affiliates, officers, directors and employees from and against any and all liability, claims, loss, damage, injury or expense, including reasonable attorneys' fees and court costs, arising in connection with any third party action resulting out of a breach or allegation which if true would constitute a breach, of any of its representations, warranties or obligations therein.

11.　　CONFIDENTIAL INFORMATION

Each party ("Recipient") may receive confidential information from the other ("Disclosure") during the term of this Service Level Agreement ("Confidential Information"). Each Recipient agrees to protect from disclosure such Confidential Information with the same degree of care that it affords its own confidential information but in no event with less than reasonable care. Such obligations shall apply to information that is disclosed: (1) in tangible form and clearly marked "CONFIDENTIAL" or with a similar legend at the time of disclosure; (2) orally and designated as confidential at the time of disclosure; or (3) in a manner in which the Recipient knew or should have known that the information was confidential based on the circumstances surrounding disclosure. Notwithstanding any other provisions hereof, Recipient shall have no obligations of confidentiality with respect to information: (a) published or otherwise available to the public other than by a breach of this Service Level Agreement; (b) rightfully received by Recipient from a third party without confidentiality limitations; (c) independently developed for Recipient without use or reference to Discloser's Confidential Information; (d) known to Recipient prior to receipt from Disclosure; or (e) retained in the unaided memory of Recipient's employees and which is of general applicability in the industry. Recipient may disclose Confidential Information to the extent ordered by a governmental authority or court of competent jurisdiction, but shall notify Discloser as soon as practicable and cooperate with Discloser, at Disclosers expense, to minimize any such disclosure.

12.　　DEFINITIONS

Definitions are provided in Appendix C. These definitions describe specific terms and services as outlined in this agreement.

13.　　SCOPE OF AGREEMENT

This document constitutes the entire agreement between you and EndLayer and governs your use of your support plan superseding any prior agreements between you and EndLayer. You may also be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The terms of the services, billing policies and this agreement shall be governed by the laws of the Commonwealth of Massachusetts and the united State of America without regard to its conflict of law provisions. The failure of EndLayer to exercise or enforce any right or provision of this agreement shall not constitute a

waiver of such right or provision. If any provision of this agreement is found by a court of competent jurisdiction to be invalid, the parties agree that the other provisions of the agreement remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the support plan or the agreement must be filed within one (1) month after such claim or cause of action arose or be forever barred.

14.   ARBITRATION

The parties agree that arbitration is the required and exclusive forum for the resolution of any and all disputes between them. Any claim or controversy of whatever nature, including but not limited to tort and contract claims, claims arising under common law or based upon any federal, state or local statute, law order, ordinance of regulations, and claims arising out of any relationship before, at the time of entering, during the term of, or upon or after expiration or termination of this agreement, and the issue of arbitrability, arising out of or relating to this contract, or the breach thereof, shall be resolved by final and binding arbitration. This mandatory arbitration provision includes any dispute between the Client and EndLayer and its current and former officers, directors, employees and agents.

Any covered dispute must be submitted to arbitration in accordance with the rules of the Commercial Arbitration Rules of the American Arbitration Association except as otherwise provided in this agreement. Any such arbitration will be conducted in the Commonwealth of Massachusetts and will be decided in accordance with and determined by the laws of the Commonwealth of Massachusetts and/or applicable federal law. The arbitrator shall not have the authority to award punitive damages or any other damages not measured by the prevailing party's actual damages and may not award costs or attorneys' fees to either Party except where expressly provided for by the applicable law.

The parties are prohibited from disclosing the existence, content or results of the arbitration without the prior written consent of the other party or parties unless the disclosure is otherwise required by court order.

Each Party shall bear its own costs and expenses. The resolution of any dispute achieved through such arbitration shall be final, binding and enforceable by a court of competent jurisdiction.

15.   ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent it is incorporated in this agreement.

16. EFFECT OF CUSTOMER'S PURCHASE ORDER

No waiver, alteration or attempted modification by purchase order or otherwise, of any of the provisions of this agreement, shall be binding on EndLayer unless in writing and signed by an authorized representative of EndLayer.

17. NOTICES

Any notices to be given or submitted by either party to the other pursuant to this Agreement shall either be given electronically via email or in writing by mail. **For EndLayer:** 301 Edgewater Place, Suite 100, Wakefield, MA 01880. **For Client:** _____. All written correspondence must be sent via trackable service with signature required.

18. PRIVACY

As between the parties, the Client shall retain all ownership rights to any and all innovations, inventions or developments ("Innovations"), whether or not jointly conceived and the intellectual property rights arising therefrom, that derive directly from the Clients' existing technology provided by the Client to EndLayer during the term of this agreement. As between the parties, EndLayer shall retain all ownership rights to all other innovations, whether or not jointly conceived, and all intellectual property rights arising therefrom. The Client shall have a royalty-free, non-exclusive license to use any EndLayer-owned innovations made during performance of the services hereunder to the extent necessary to permit the Client to use the deliverables.

EndLayer and the Client agree to keep confidential and not disclose to any third parties any and all proprietary information of the other party. However, either party may make such a disclosure to its contractors who are working under this agreement.

19. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts excluding those laws that direct the application of the laws of another jurisdiction. Exclusive jurisdiction for any action relating to this Agreement shall be in the Commonwealth of Massachusetts. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) and the Uniform Computer Information Transactions Act (UCITA) in any form that it may be adopted are specifically excluded from and will not apply to this Agreement.

Appendix A – Approved Sources

EndLayer will exclusively support software required to provide EndLayer dedicated and shared hosting services from the following approved vendors:

Apache Foundation	LiteSpeed Technologies	Python Software Foundation
Cisco Networks	MariaDB Foundation	Red Hat, Inc.
cPanel	Microsoft	The CentOS Project
Dell	NGINX Inc.	The PHP Group
EndLayer, LLC	Oracle Group (MySQL)	The Ruby Community
Juniper Networks	Percona LLC	

If you have software from alternate providers/vendors, please contact EndLayer to determine if we will cover it as part of your support plan.

Appendix B – Server Management Support Schedule & Guarantee

==This Appendix applies only to dedicated services enrolled with an EndLayer server management package only. Shared services (such as SPM) are not eligible for and do not include the below response guarantees.==

The following establishes the minimum response time and credit schedule for failing to meet the times defined. Please reference Appendix C for the difference between response time and resolution time. EndLayer provides Service Level Agreement (SLA) Response Credits only if we fail to meet our guaranteed response times.

Package	Guaranteed Response Time	Service Level Agreement (SLA) Response Credit
Managed Lite	Within 8 hours – 24/7/365	10% for each 8 hour period past due
Managed	Within 4 hours – 24/7/365	10% for each 4 hour period past due
Managed+	Within 1 hour – 24/7/365	15% for each 1 hour period past due
Managed Enterprise	Within 30 minutes – 24/7/365	20% for each 30 minute period past due

Service Level Agreement (SLA) Response Credits

In the event that EndLayer fails to meet a guarantee stated in the table above, EndLayer will refund the corresponding percentage based on the Client's management server management plan up to 100% of the monthly service fees for those services exclusively affected.

Service Level Agreement (SLA) Response Credit Requests

All Service Level Agreement claims should be communicated via an Accounting ticket in the my.EndLayer client portal within seven (7) days of the incident. The Ticket must include all relevant information including host name, IP address, full incident description and logs, if any. All service credits will be issued as credits against future invoices for services.

In order to qualify for service credits, Client must be current on all payment obligations and not be in violation of any Terms of Service, Acceptable Use Policy or any other policies and procedures of EndLayer.

No credits will be given for response delays: (i) caused by the action or failure to act by Client or Client's personnel, (ii) due to failure of any equipment or software provided by Client, (iii) due to a force majeure event, (iv) for which Client is entitled to a service credit for the same or contemporaneous service commitment failure or (v) resulting from Client's breach of the Terms of Service, Acceptable Use Policy or any other policies and procedures of EndLayer. Total cumulative service credits during any given month shall not exceed 100% of the monthly fee for those services affected.

Appendix C – Definitions

Response Time: The elapsed time between the time when a service request or incident is submitted to EndLayer and to the beginning of work on the service request or incident by EndLayer; for example, you submit an incident via the help desk at 10:10 AM and EndLayer starts work on the request at 11:00 AM, the response time would be 50 minutes. Unlike many other hosting providers, our initial response time is when our engineers actually start working on your issue. EndLayer does not "auto-respond" to "reset the clock". EndLayer guarantees response times in which a real engineer is working on your issue.

Resolution Time: The elapsed time between the response time and the time the service request or incident is resolved; for example, you submit a service request to EndLayer at 10:15 AM, EndLayer responds at 10:45 and resolves the issues at 11:00 AM, the resolution time is 15 minutes.

Disaster Recovery (Scenarios): The event of failed/unusable server, SAN or network hardware or any infrastructure outage at an EndLayer data center causing Client's data to be inaccessible for a period of more than 12 consecutive hours. Client-caused issues (ex: accidental deletion of files, code changes causing website instability) are not considered disaster recovery scenarios.

Infrastructure: Physical infrastructure (all power, HVAC infrastructure and physical security of EndLayer buildings/data centers), EndLayer network (the EndLayer network equipment (ex: switches, routers), firewalls, web application firewalls, IP reputation filtering and DDOS devices), Storage platforms (includes all LUN(s), SAN Fabric, SAN Switches and SAN data drives), Compute platforms (includes all physical hosts and virtualization software).

Standard Software: Any software found on your distribution's official release CD(s) or download site. Any software found in your control panel's installation files.

Upgrade: Upgrades are major version updates. They are typically described as "new releases" and have a change in their major version number. For example, RHEL 6 to RHEL 7 would be an upgrade.

Inbound SPAM: Email received by your server that you consider SPAM.

Outbound SPAM: Email sent through your server that the recipient considers SPAM.

my.EndLayer: The my.EndLayer client portal is a website in which Client's can manage their account with EndLayer. The portal is located at https://my.endlayer.com. Usernames/passwords for this portal should have been sent to you as part of your account setup process, but can also be requested via support@endlayer.com.

Case-based support: Consulting. Outside support services not included within your EndLayer shared and/or dedicated services.

Appendix D – Acceptable Use Policy

By using and/or subscribing to any EndLayer service, you agree your use of such service will be in accordance of the laws and regulations of the United States of America and the Commonwealth of Massachusetts.

<u>System Abuse</u>

You may not use EndLayer's network or services to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including:

- Any activity or conduct that is likely to be in breach of any applicable laws, codes or regulations, including data protection and privacy laws and laws relating to unsolicited commercial electronic messages;
- Use of an internet account or computer without the owner's authorization;
- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures;
- Monitoring data or traffic on any network or system without the express authorization of the owner of the system or network;
- Introducing intentionally, knowingly or recklessly, any virus or other contaminating code into the Services;
- Collecting or using information, including email addresses, screen names or other identifiers, by deceit, (such as, phishing, Internet scamming, password robbery, spidering, and harvesting);
- Use of any false, misleading, or deceptive TCP-IP packet header information in an email or a newsgroup posting;
- Distributing software that covertly gathers or transmits information about a user;
- Distributing advertisement delivery software unless: (i) the user affirmatively consents to the download and installation of such software based on a clear and conspicuous notice of the nature of the software, and (ii) the software is easily removable by use of standard tools for such purpose included on major operating systems (such as Microsoft's "add/remove" tool);
- Any conduct that is likely to result in retaliation against the EndLayer network or website, or EndLayer's employees, officers or other agents, including engaging in behavior that results in any server being the target of a denial of service attack (DoS);
- Any activity intended to withhold or cloak identity or contact information, including the omission, deletion, forgery or misreporting of any transmission or identification information, such as return mailing and IP addresses;
- Interference with service to any user of the EndLayer or other network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;
- Any action which directly or indirectly results in any of EndLayer's IP space being listed on any abuse database (i.e. Spamhaus);
- Conducting any gambling activity in violation of any required licenses, codes of practice, or necessary technical standards required under the laws or regulations of any jurisdiction in which your site is hosted or accessed; or
- Any action that is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to EndLayer.

Offensive Content

You may not publish, transmit or store on or via EndLayer services any content or links to any content that EndLayer reasonably believes:

- Constitutes, depicts, fosters, promotes or relates in any manner to child pornography, bestiality, non-consensual sex acts, or otherwise unlawfully exploits persons under 18 years of age;
- Publish, transmit or store any content or links to any content that is excessively violent, incites violence, threatens violence, contains harassing content or hate speech, creates a risk to a person's safety or health, or public safety or health, compromises national security or interferes with an investigation by law enforcement;
- Is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
- Is defamatory or violates a person's privacy; or
- Is otherwise malicious, fraudulent or morally repugnant.

Live Events

You may not use your EndLayer services to stream live sex acts of any kind, even if the content would otherwise comply with this Acceptable Use Policy.

No High Risk Use

You may not use EndLayer services in any situation where failure or fault of EndLayer services could lead to death or serious bodily injury of any person, or to physical or environmental damage. For example, you may not use, or permit any other person to use, the services in connection with aircraft or other modes of human mass transportation or nuclear or chemical facilities.

Mail Requirements

You must comply with the laws and regulations applicable to bulk or commercial email in your jurisdiction. In addition, your bulk or commercial email must meet the following requirements:

- You must have a Privacy Policy posted for each domain associated with the mailing;
- You must have the means to track anonymous complaints; and
- You must not obscure the source of your e-mail in any manner.
- You must post an email address for complaints (such as abuse@yourdomain.com) in a conspicuous place on any website associated with the email, and you must promptly respond to messages sent to that address;
- Your intended recipients have given their consent to receive e-mail via some affirmative means, such as an opt-in procedure, and you can produce the evidence of such consent within 72 hours of receipt of a request by the recipient or EndLayer;

- You must use reasonable means to ensure that the person giving consent is the owner of the e-mail address for which the consent is given;
- You must include the recipient's e-mail address in the body of the message or in the "TO" line of the e-mail.
- You must honor revocations of consent and notify recipients of the same;

These policies apply to messages sent using EndLayer services, or to messages sent from any network by you or any person on your behalf that directly or indirectly refer the recipient to a site hosted via EndLayer services. In addition, you may not use a third party e-mail service that does not practice similar procedures for all its customers. These requirements apply to distribution lists created by third parties to the same extent as if you created the list.

Vulnerability Testing

You may not attempt to probe, scan, penetrate or test the vulnerability of an EndLayer system or network, or attempt to breach the EndLayer security or authentication measures, whether by passive or intrusive techniques. Additionally, you may not perform such testing of your own hosted system without EndLayer's prior written consent.

Newsgroup, Chat Forums, Other Networks

You must comply with the rules and conventions for postings to any bulletin board, chat group or other forum in which you participate, such as IRC and USENET groups including their rules for content and commercial postings. These groups usually prohibit the posting of off-topic commercial messages, or mass postings to multiple forums.

You must comply with the rules of any other network you access or participate in using your EndLayer services.

Export Control

EndLayer services may not be used in violation of export laws, controls, regulations or sanction policies of the United States and your applicable jurisdiction. EndLayer services may not be used by persons, organizations, companies or any such other legal entity or unincorporated body, including any affiliate or group company, which is involved with or suspected of involvement in activities or causes relating to: illegal gambling; terrorism; narcotics trafficking; arms trafficking or the proliferation, development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles; in each case including any affiliation with others whatsoever who sponsor or support the above such activities or causes.

Intellectual Property and Other Proprietary Rights

You may not use EndLayer services in a manner that infringes on or misappropriates the rights of a third party in any work protected by copyright, trade or service mark, invention, or other intellectual property or proprietary information. For example:

- You may not use EndLayer services to download, publish, torrent, distribute, use, or otherwise copy in any manner any text, music, software, art, image, or other work protected by copyright law unless you have permission from the owner of the work to use or copy the work in that manner, or you are otherwise permitted by established intellectual property law to copy or use the work or rights in that manner;
- You may not use EndLayer services to publish content intended to assist others in defeating technical copyright protections; and
- You may not display another person's trademark without permission.

In addition, you may not use EndLayer services to publish another person's trade secrets, or to publish information in violation of a duty of confidentiality. It is EndLayer 's policy to terminate the services of customers who are repeat infringers in appropriate circumstances.

Cooperation with Investigations and Legal Proceedings

If we are legally required to permit any relevant authority to inspect your content or traffic, you agree we can do so; provided however that, where possible without breaching any legal or regulatory requirement, we give you reasonable prior notice of such requirement.

We may, without notice to you, report to the appropriate authorities any conduct by you that we believe violates applicable law, and provide any information we have about you, or your users or your traffic and cooperate in response to a formal request from a law enforcement or regulatory agency investigating any such activity, or in response to a formal request in a civil action that on its face meets the requirements for such a request.

Excessive Use of Shared System Resources

You may not use any shared system provided by EndLayer in a way that unnecessarily interferes with the normal operation of the shared system, or that consumes a disproportionate share of the resources of the system. For example, we may require you to repair coding abnormalities in your SPM-hosted website code if it unnecessarily conflicts with other customers' use of the SPM service. You agree that we may quarantine or delete any data stored on a shared system if the data is infected with a virus, or is otherwise corrupted, and has the potential to infect or corrupt the system or other customers' data that is stored on the same system.

Third Party Conduct

You are responsible for violations of this Acceptable Use Policy by anyone using your EndLayer services with your permission or on an unauthorized basis as a result of your failure to use reasonable security precautions. Your use of EndLayer services to assist another person in an activity that would violate this Acceptable Use Policy if performed by you is a violation of the Acceptable Use Policy.

You must use reasonable efforts to secure any device or network within your control against being used in breach of the applicable laws against spam and unsolicited email, including where appropriate by the installation of antivirus software,

firewall software and operating system and application software patches and updates. Our right to suspend or terminate your service applies even if a breach is committed unintentionally or without your authorization, including through a Trojan

Abuse of EndLayer Support Channels

Abusing EndLayer support channels not only wastes EndLayer resources but also slows resolution time for your issue.

A single point of contact within your organization shall be assigned per unique/distinct issue submitted to EndLayer. Multiple users submitting the same issue is prohibited.

Issues shall not be submitted via multiple channels for the same issue or updated via multiple channels for the same update. For example: if you e-mail a support request (and receive a confirmation from the EndLayer system) and subsequently call EndLayer's support team via phone to report the same issue this will constitute abuse of EndLayer support services.

You agree not to abuse EndLayer support channels by way of flooding (sequential e-mails, phone calls or ticket submissions). Clients found flooding any EndLayer support channel may be blocked from using the flooded channel indefinitely. Additionally, as a result of a block, Client will give up rights to any Service Level Agreement Response Credit.

An appropriate priority for issues submitted to EndLayer will always be used per section 4.G of the EndLayer Service Level Agreement. Ex: submitting an "Urgent" priority ticket to EndLayer when it is deemed by EndLayer to be a lessor priority will constitute abuse of support.

Other

- You must have valid and current information on file with your domain name registrar for any domain hosted on the EndLayer network.
- You may only use IP addresses assigned to you by EndLayer in connection with your EndLayer services.
- You agree that if you register a DNS record or zone on EndLayer managed or operated DNS servers or services for a domain of which you are not the registrant or administrative contact according to the registrars WHOIS system, that, upon request from the registrant or administrative contact according to the registrars WHOIS system, EndLayer may modify, transfer, or delete such records or zones.
- You may not register to use any EndLayer services under a false name, or use an invalid or unauthorized credit card in connection with any EndLayer services.

Approval

By signing/electronically signing this Service Level Agreement and/or using the services provided by EndLayer, the Client agrees that (1) Client has accepted the Service Level Agreement (2) agrees to be bound by the Service Level Agreement (as amended from time to time as provided in Section 1 of this Service Level Agreement), (3) if the Client is an individual, then the individual represents and warrants that he has the legal right to enter into the Service Level Agreement and if the Client is an entity, then the individual who agrees to the Service Level Agreement represents and warrants that he or she has the authority to bind such entity and (4) this Service Level Agreement constitutes binding and enforceable obligations between EndLayer and Client.

If you do not agree with all of the terms of the Service Level Agreement and do not agree to be bound by this Service Level Agreement, do not sign/electronically sign this Service Level Agreement and/or install/use the services provided.

Client

Signature: _____

Name: _____

Company: _____

Date: _____

EndLayer

Signature: _____

Name: _____

Title: _____

Date: _____

24/7 EMERGENCY SUPPORT
1.855.ENDLAYER (363-5293) | www.ENDLAYER.com | 301 EDGEWATER PLACE, SUITE 100, WAKEFIELD, MA 01880