

DIRECTMAIL.IO

Service Level Agreement

This Service Level Agreement (“SLA”) of DirectMail.io, LLC (“DirectMail.io”, “us”, or “we”) is a policy governing your use of DirectMail.io product and application (the “Platform”), and any services in connection with the Platform (“Services”) under the applicable Master Services Agreement between DirectMail.io and you (the “MSA”), if any, and/or the terms of the Terms of Service (the “TOS”), between DIRECTMAIL.IO, LLC and all users of the Platform (“you” or “yours”). This SLA applies separately to each account established with DirectMail.io. Unless otherwise provided herein, this SLA is subject to the terms of the MSA and TOS. We reserve the right to change the terms of this SLA in accordance with the LSA and or TOS, and such amended terms will be binding upon immediately upon their posting on our Web site, unless otherwise agreed between you and DirectMail.io in an applicable MSA.

Network Uptime

DirectMail.io guarantees micro-site availability to be **99%**. This guarantee assures that all major routing devices within our vendor’s network (The Amazon Cloud) are reachable from the global internet 99% of the time.

Network Unavailable

If all of your running instances have no external connectivity to your micro-site during a continuous five-minute period and you are unable to launch replacement instances during such continuous period, except for reasons set forth under “Network SLA Exclusions” or “DirectMail.io SLA Exclusions” below, the network will be deemed to be “Unavailable.”

Sole Remedy

Provided your account is not in default and you are not otherwise in breach of any MSA (if applicable) or the TOS, in the event that DirectMail.io does not meet the guarantee set forth above under “Network Uptime,” you will be eligible to request compensation for time during which the network is Unavailable to the extent you have been negatively affected. If you have been so affected, you will **receive a service credit for 10% of the price of the affected campaign for each hour of time during which the network has been Unavailable (beyond the 1% allowed), up to a maximum of the cost of the individual campaign affected.** As an example if your campaign micro-site (is defined as landing page activation site used in conjunction with DirectMail.io Platform Services) is unreachable for 10 hours (*beyond the 1% allowed*), you will receive 100% credit for that individually affected campaign. This will be your sole remedy if the network is Unavailable. Under no circumstances will DirectMail.io be required to issue you a refund. Under no circumstances will the service credits you receive exceed the cost of the individual campaign affected.

All requests for compensation for periods during which the network is Unavailable must be in writing and received by DirectMail.io within five (5) business days of service interruption in

question. If DirectMail.io confirms that the campaign Micro-site uptime was less than 99% for life of the campaign affected, then DirectMail.io will issue a service credit, determined as set forth in the previous paragraph, within one billing cycle following the month in which your written request is received. You will not be eligible for any such service credit without making such a written request.

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Network SLA Exclusions

The network will not be considered Unavailable if the downtime is a result of or connected to any of the following:

- **Scheduled Network Maintenance** - occasionally network maintenance will be required. DirectMail.io will use commercially reasonable efforts to minimize and avoid downtime during this maintenance. You will receive prior notification of upcoming maintenance at the email address we have on file. The network will not be deemed Unavailable during such scheduled maintenance periods.
- **Malicious Attacks** - if a third party not associated with DirectMail.io initiates a "Denial of Service" or other form of disabling attack against your Micro-site or major portions of our network (Amazon Cloud), DirectMail.io will use commercially reasonable efforts to stop the attack, but cannot guarantee a resolution time. The network will not be deemed Unavailable during downtime resulting from any such attack.
- **Regional Availability** – if any one or more zones of the Amazon Cloud is available, the network will not be deemed to be Unavailable. **DirectMail.io SLA Exclusions** The network will not be considered Unavailable if the downtime (i) is a result of or connected to factors outside our reasonable control, including any *force majeure* event or Internet access or related problems beyond the demarcation point of DirectMail.io; (ii) results from any actions or inactions of you or any third party; (iii) results 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); (v) results from failures of individual instances not attributable to Region Unavailability or (vi) arises from our suspension and termination of your right to use the Platform in accordance with the TOS or any applicable MSA.
- **How to Report a Problem** DirectMail.io technicians are available during business hours of 8:30AM to 8:30PM CST. There are a number of ways to reach us, including toll free phone support, online help desk, and email.