



# Service Level Agreement

**LAST MODIFIED:** September 17, 2018

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

## Service Commitment

DNS Made Easy will use commercially reasonable efforts to make DNS Made Easy DNS Service 100% Available (defined below). In the event that DNS Made Easy 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 DNS Made Easy’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% or 1000% (depending on membership) of the time the DNS Made Easy Service was not 100% Available rewarded at a 1-day minimum, in the billing cycle in which the DNS Made Easy DNS service was not 100% Available occurred:

We will apply any Service Credits only against future DNS Made Easy service payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from DNS Made Easy. 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 DNS Made Easy SLA, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide DNS Made Easy DNS service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

Small Business and Business members are entitled to 500% back, whereas Corporate members are entitled to 1000% back in Service Credit for the time DNS Made Easy service was not 100% available.

## **Credit Request and Payment Procedures**

To receive a Service Credit, you must submit a claim by opening a case in the DNS Made Easy 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:

- i. the words “SLA Credit Request” in the subject line;
- ii. the dates and times of each period that DNS Made Easy Service was not 100% Available that you are claiming; and
- iii. 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 DNS Made Easy 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.

## **DNS Made Easy SLA Exclusions**

The Service Commitment does not apply to any unavailability, suspension or termination of DNS Made Easy Service, or any other DNS Made Easy 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 DNS Made Easy; (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 DNS Made Easy in accordance with the DNS Made Easy TOS Agreement; (v) that result from you exceeding usage limits indicated on DNS Made Easy's website based on membership level; (vi) that result during a period that you were not using all name servers provided to you by DNS Made Easy (for example, ns0.dnsmadeeasy.com, ns1.dnsmadeeasy.com, ns2.dnsmadeeasy.com, ns3.dnsmadeeasy.com, and ns4.dnsmadeeasy.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, email services, or secondary DNS 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. DNS Made Easy reserves the right to fully investigate any SLA Credit claim prior to rewarding any credit in accordance with this SLA Agreement.

All information disclosed in this document is proprietary information of DNS Made Easy and Tiggee LLC.

© 2018 by DNS Made Easy. All Rights Reserved | © 2018 by Tiggee LLC. All Rights Reserved