

Service Level Agreement

Premium Anycast DNS



This service level agreement ("SLA") defines the performance parameters and quality level of the Premium Anycast Service provided by EBRAND to Client under the Agreement. This document aims to clarify Client's responsibilities, as well as the procedures Client shall follow to benefit from the warranty given by EBRAND.

To the extent that there is a direct conflict between these terms and the General Terms and Conditions, these terms shall prevail. Capitalised terms defined in the General Terms and Conditions shall have the same meaning in the Specific Terms and Conditions.

1. The Service

EBRAND shall provide Client with a range of DNS resolution services (the "Premium Anycast Service") as defined hereafter, and insofar as Client has submitted an Order Form pursuant to the General Terms and Conditions.

2. Licence

EBRAND shall grant Client a non-exclusive limited license to use the Premium Anycast Service with certain, limited functions chosen by Client in the Order Form.

By accepting this license, Client shall not directly or indirectly: (i) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms or any portion of the software and more generally of any technology made available to them as part of the Premium Anycast Service ; (ii) modify or create derivative works of the Premium Anycast Service; (iii) incorporate or embed the Premium Anycast Service, in whole or in part, into another product or other computer software code; or (iv) remove, alter, cover or obscure any copyright notice or any other notice or trademark that appears on the Premium Anycast Service.

Client acknowledges that the license of use on the Premium Anycast Service is personal and nontransferable and that Client is forbidden from sub-licensing the Premium Anycast Service and more generally from allowing any third party to use the Premium Anycast Service.

All rights in the Premium Anycast Service not expressly granted to Client hereunder are reserved to EBRAND and its licensors.

3. Service Availability

The Premium Anycast Services are guaranteed to be available as specified in this article. The Premium Anycast servers Services will be considered unavailable if all of the Premium Anycast servers made available to Client fail simultaneously to respond to DNS queries for more than twenty-six (26) consecutive seconds within the same monthly period.

An outage is deemed to commence upon EBRAND verification of a disruption of the Premium Anycast Service ("Outage") as reported by the Customer pursuant to the outage procedures (the "Outage Report") outlined in article 3.4 hereof. An Outage is deemed to end when at least one of the Premium Anycast servers respond to DNS queries, less any delay experienced due to the Customer's failure to timely provide any necessary information to EBRAND for the restoration of the Premium Anycast Service.

3.1. Service level commitment

The Premium Anycast Service Level Commitment shall be of 99,999% calculated on a monthly basis.

3.2. Credit Award

In case of Outage, the Customer shall be awarded credits on their Credit Account in accordance with the following table and the computation method detailed in article 5 below (the "Credit Note")

Availability	Awarded credits
<99,999% onwards	0
99,8%	50%
99,7%	75%
99,6%	100%

3.3. Compensation computation

For any monthly period during which EBRAND will fail to abide by the Service Level Commitment, Client shall be entitled to claim a Credit Note for an amount equal to part of the net monthly fee paid by Client for the Premium Anycast Service for the monthly period preceding the one during which the Outage occurrence has been confirmed by EBRAND. Client understands and agrees that only the net monthly fee pertaining to the Premium Anycast Service and excluding any other fee, will be taken into account for the compensation computation.

To qualify for a Credit Note, Client must have a current and valid subscription to the Premium Anycast Service and have paid all applicable fees at the time of the Outage occurrence. In addition, Client Account shall be in good standing in the sense that it is in full compliance with the Contractual Terms and does not bear any unpaid invoice.

Client understands and accepts that the awarding of the Credit Note shall be the sole and exclusive remedies Client will be entitled to if EBRAND does not abide by the Service Level Commitment.

3.4. Outage Report

To request a Credit Note Client shall submit their request via email "the Outage Report").

To be considered by EBRAND, an Outage Report shall be created within five (5) calendar days following the reported outage and specifically detail the Premium Anycast Service interruption.

In any cases where the Outage Report will be considered as valid by EBRAND, Client will be granted the applicable credits on their Credit Account within the two (2) months following the month during which the Outage occurred.

Client understands and agrees that the Outage Report shall be made in good faith and commit to abstain from submitting unfounded Outage Reports.

Client further agrees that EBRAND may levy a hundred (100) euros fee for any unfounded Outage Report submitted by Client.

Service Level Agreement

Premium Anycast DNS



EBRAND in its sole and absolute discretion, shall determine whether an event shall be considered an Outage.

4. Excused outages

Availability of the Premium Anycast Service shall be measured only for the resources fully and directly under EBRAND's control. Client understands and agrees therefore that EBRAND non-essential resources are expressly excluded from the scope of the Service Level Commitment. (an "Excused Outage").

Consequently, the following case of unavailability of the Premium Anycast Service shall be deemed an Excuse Outage: (a) caused by act or omission of Client; (b) due to failure of Client hardware; (c) caused by the failure or malfunction of any equipment or software that is not fully under EBRAND's control; (d) resulting of an event not reasonably foreseeable by EBRAND including, but not limited to, power outages, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network overload or other failures or (e) caused by regular maintenance.

5. Limitations

Client understands and accepts that specific technical limitations apply to each Premium Anycast Service subscription.

As such, any Outage or service interruption deemed by EBRAND to be the result of an inappropriate choice of Premium Anycast Service subscription by Client, shall not grant any rights to a Credit Note.

Client acknowledges and accepts that the Premium Anycast Service usage calculation will be based on EBRAND's network monitoring tools and the logs generated thereof, excluding any other. Client may consult such logs at any time through their Client Account.

Lastly the aggregated credits amount awarded under this Service Level Agreement will in no event exceed three thousand (3000) euros.

6. Disclaimer.

THIS SLA DEFINES A SERVICE ARRANGEMENT AND NOT A WARRANTY. THE PREMIUM ANYCAST SERVICE IS SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE AGREEMENT.

7. Refund

Client understands and agrees that unless otherwise provided, all fees applicable to the Premium Anycast Service are non-refundable.

Client further acknowledges that the early termination of the Premium Anycast Service does not entail the refunding of any monies paid to EBRAND nor does it release Client from their obligation to pay all fees applicable to the Service they have ordered until the end of the current Contractual Period.

8. Modification

In accordance with article 6 of the General Terms and Conditions, EBRAND retains the right to discontinue or suspend the Premium Anycast Service. EBRAND shall always make its best efforts to inform Client of any such modification or suspension within a timely fashion.

Client understands and accepts that EBRAND cannot be held liable to them or any third party for any consequences

resulting from such modification, suspension or discontinuance of the Premium Anycast Service.

9. Termination

Client may request the termination of the Premium Anycast Service at any time by sending a three (3) month prior notice in writing to Account Manager.

Client accepts that in certain circumstances, EBRAND will be entitled to terminate their Premium Anycast Service subscription without prior notice, thus preventing Client from accessing and/or using the Premium Anycast Service. Circumstances where such termination may happen, without it being deemed a default of EBRAND towards its contractual or legal obligations, include but are not limited to:

- Client's breach of any of the Contractual Terms;
- the receipt of a request from law enforcement or any competent agency imposing such termination;
- unforeseeable technical or security issues;
- use of the Premium Anycast Service by Client for illicit purposes;
- failure by Client to pay to EBRAND any fee due for the Premium Anycast Service provision;

Client understands and agrees that the termination of the Premium Anycast Service entails the deactivation of all functionalities and services provided as part of the Premium Anycast Service, as well as the deletion of all DNS records and other data that Client has registered.

In case of termination of the whole Agreement as set forth by article 5 of the General Terms and Conditions, Client agrees that EBRAND will have no obligation to execute any further request regarding the Premium Anycast Service.

If not terminated prior to the end of the Contractual Period, the Service will automatically be renewed for another Contractual Period on the same terms as the current one.