

SCHEDULE 2 SERVICE LEVEL AGREEMENT "SLA"

This Service Level Agreement ("SLA") is incorporated into the MSA between Company and Customer. All capitalized terms used but not defined herein shall have the meanings set forth in the MSA. Each Service Level Objective and the corresponding Service Level Credit described in this SLA are applicable only to the Service indicated. Customer will only be eligible for Service Level Credits for a Service if Customer is receiving that Service pursuant to an Order.

1. DEFINED TERMS.

- 1.1 **"Emergency Maintenance"** means maintenance activities that are required to be performed as soon as reasonably possible to prevent a degradation of or loss of a Service(s) and for which prior written notice to Customer may not be reasonably possible and which cannot be scheduled in advance for a designated period of time.
- 1.2 **"Highly Available Equipment"** means Company's highly available managed hardware architectures.
- 1.3 **"Infrastructure Components"** means Company's HVAC systems, power systems, and the internal network mesh connecting to the Internet if Customer subscribes to redundant internet connections.
- 1.5 **"Nonredundant Equipment"** means Company's nonredundant hardware architecture and nonredundant private cloud infrastructure.
- 1.6 **"Planned Maintenance"** means normal maintenance activities that may or may not disrupt a Service(s) of which Customer is notified at least nine (9) calendar days in advance.
- 1.7 **"Service Unavailability"** means Customer's inability to access and utilize one or more Service that is eligible for a Service Level Objective and Service Level Credits and that is specified in an applicable Order.
- 1.8 **"Severity 1 Event"** means Customer's logical environment is completely unavailable to Customer.
- 1.9 **"Virtual Components"** means Company's network (including firewalls and switches), computer compute resources, and storage.

2. SERVICE LEVEL POLICIES

- 2.1 **Service Level Event Process.** Company will process Service Level Credits as set forth in this SLA. If an event has occurred that qualifies for a Service Level Credit ("**Service Level Event**"), Customer must open a ticket with Company's enterprise operations center providing the details pertaining to the Service Level Event within ten (10) days of the occurrence. Otherwise, Customer acknowledges that it forfeits any right to claim that a Service Level Credit is due for such Service Level Event.
- 2.2 **Calculations.** For the purpose of calculating whether a Service Level Credit may be due and/or the duration of a Service Level Event, Company will calculate time periods beginning from the earlier of: (i) the time stamp of the alert in Company's monitoring systems; and (ii) the time stamp of the Customer-submitted ticket, and in each instance continuing until Company has resolved the Service Level Event. Unless otherwise noted, a Service Level Objective will be based on a full calendar month of the applicable Service(s) in which a Service Level Event occurs and shall be prorated accordingly for partial months in which Customer receives Services.
- 2.3 **No Proration and Examples.** The Service Level Credit percentages set forth in this SLA will be rounded up to the increment of time used to measure a Service Level Credit, if applicable, and will not be prorated to the actual amount of time for which Company has failed to meet the applicable Service Level Objective. For example: (i) if Company fails to meet the Service Level Objective set forth in Section 3.1 of the Service Level Objectives below and Customer experiences Service Unavailability for five (5) minutes, Customer will be entitled to a Service Level Credit equal to five percent (5%) of the MRC paid by Customer for the specific affected Services; or (ii) if Company fails to meet the Service Level Objective set forth in Section 3.1 below and Customer experiences Service Unavailability for sixty-five (65) minutes, Customer will be entitled to a Service Level Credit equal to ten percent (10%) of the MRC paid by Customer for the specific affected Services.
- 2.4 **Maximum Credits.** The maximum SLA Credits for a Service under an Order that may be earned for any calendar month will not exceed one hundred percent (100%) of the MRC for the affected Service(s) stated in the applicable Order regardless of the number of Service Level Events that occur in such month with respect to such Service. Any amounts that would be credits in excess of such one hundred percent (100%) amount for a Service will be forfeited and will not be carried over to future months for such Service. If multiple Service Level Events that are the result of a single event occur within a calendar month with respect to a Service, and such Service Level Events are associated with more than one (1) of the Service Level Objectives described in Section 3 for such Service, Customer will be entitled to a Service Level Credit for only the Service Level Event with the highest dollar value of Service Level Credit with respect to such Service.
- 2.5 **Credits Not Applicable.** Service Level Objectives and Service Level Credits apply only to Customer and not to any customers of Customer or to any other third party. Customer will not receive credits for unaffected Services.

3. SERVICE LEVEL OBJECTIVES.

3.1 Infrastructure & Cloud Services. If Customer experiences Service Unavailability due to the failure of any contracted Service under a Service Order Form, Customer will be entitled to a Service Level Credit as set forth in the table below. Notwithstanding the foregoing, if the failure of the Service is related to Colo and is due to the failure of power systems, this Service Level Objective is applicable only if Customer is purchasing power using both the A and B power feeds, and, with respect to the availability of power systems, this Service Level Objective means that either the A or B power feeds will be available one hundred percent (100%) of the time. With respect to the availability of power systems, this Service Level Objective does not apply or extend past the power receptacle at the Customer's equipment and does not include Customer's electrical connections.

Service	Description	Service Level Objective	Amount of Service Level Credit
Managed & Co-Managed Cloud Services	Private Cloud DRaaS BUaaS STaaS Bare Metal	100%	5% of MRC of affected Service per 1 hour increment of Service Unavailability. 10-minute ticket response times and 1-hour hardware replacement.
Un-Managed Services WITH Redundancy	Bare Metal Virtual Private Servers Other virtual, non-managed Services	99.999	5% of MRC of affected Service per 1 hour increment of Service Unavailability after the initial 4.38 minutes of Service Unavailability. SLA is in reference to hardware. Network uptime and power uptime is 100%. 10-minute ticket response times and 1-hour hardware replacement.
Un-Managed Services with NO Redundancy	Bare Metal Virtual Private Servers Other virtual, non-managed Services	99.99	5% of MRC of affected Service per 1 hour increment of Service Unavailability after the initial 21.54 minutes of Service Unavailability.
Other Services	Colocation, Network Services, or other Service outlined herein or Service Order Form	TBD	Additional info in Sec. 8.4 with regards to Colocation. Other SLAs vary by product.

4. THIRD PARTY SERVICES. All third-party service level agreements and applicable remedies will be provided as a passthrough by Company to Customer upon request as permitted by such third-party service level agreements. Customer will not be eligible for a Service Level Credit from Company in connection with third party Services if Customer directly pays a third-party vendor for the applicable Services.

5. COMPANY MAINTENANCE. Maintenance may occur for any Service provided by Company. Notice of Planned Maintenance will be provided to Customer's designated point of contact by a method elected by Company (telephone, email, or portal). Company will use commercially reasonable efforts to notify Customer in advance of any Emergency Maintenance if conditions permit.

6. SLA EXCLUSIONS. Regardless of whether a Service Level Event occurs, Customer will not be entitled to any Service Level Credits described in this SLA if Customer: (a) has not paid all Fees due, (b) is in breach of the MSA or any Order, or (c) if the Service Level Event or Company's failure to provide the Services in accordance with the Service Level Objective is due, in whole or in part, to any of the following:

- Company Planned Maintenance or Emergency Maintenance.
- Customer generated matters including configuration changes, issues with Customer provided applications/content/software, Customer maintenance including, without limitation, repairs, upgrades, or scheduled or requested Service interruptions or modifications to a Service.
- Customer failing to provide Company appropriate access or support required to remediate a failed Service.
- Matters tied to Customer-provided equipment including, without limitation, matters caused by or related to Customer's access circuits, network devices, applications, equipment, server hardware, operating system, facilities, or configuration changes.
- Customer acts or omissions or the acts or omissions of Customer's end users or others engaged or authorized by Customer (including, without limitation any negligence or willful misconduct), or the acts of Company that are not included in the Services performed at Customer's exclusive direction.
- Extraordinary events including without limitation, denial of service attacks, virus attacks, and hacking attempts.
- False failures such as an erroneously reported outage or issue, failures reported as a result of outages or errors of a Company measurement system, or failures resulting from Service monitoring or testing performed to simulate a failure.
- Non-standard configuration matters, as defined by Company, caused by a Customer-requested or Customer-installed, non-standard or unsupported configuration, including, without limitation, failure of Customer to observe industry best-practices.
- External network condition matters caused by general network conditions outside the reasonable control of Company.
- Non-impacting failure of a Service or feature that does not result in downtime of a guaranteed Service including reporting, dashboard, FTP upload or statistics generation, and outages or downtime associated with
- Customer's designated non-production Service (staging, test/development) that is unrelated to hardware or network failures).

- Transactional applications matters resulting from the state of transactional applications such as MS SQL, Oracle or Exchange databases, other commercially available database systems including any open systems freeware products, and any other transactional software that provides a user-to-system or system-to-system data connection.
- Matters caused by a Force Majeure event