

Service Level Agreement: This Service Level Agreement (“SLA”) is incorporated into the MSA between Enzu 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

“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.

“Highly Available Equipment” means Enzu’s highly available managed hardware architectures.

“Infrastructure Components” means Enzu’s HVAC systems, power systems, and the internal network mesh connecting to the Internet if Customer subscribes to redundant internet connections.

“IOPS” means input/output operations per second.

“Nonredundant Equipment” means Enzu’s nonredundant hardware architecture and nonredundant private cloud infrastructure.

“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.

“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.

“Severity 1 Event” means Customer’s logical environment is completely unavailable to Customer.

“Virtual Components” means Enzu’s network (including firewalls and switches), computer compute resources, and storage.

2. SERVICE LEVEL POLICIES

2.1 Service Level Event Process. Enzu 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 Enzu’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. Except as set forth in Sections 3.5 and 3.6 of this SLA, for the purpose of calculating whether a Service Level Credit may be due and/or the duration of a Service Level Event, Enzu will calculate time periods beginning from the earlier of: (i) the time stamp of the alert in Enzu’s monitoring systems; and (ii) the time stamp of the Customer-submitted ticket, and in each instance continuing until Enzu 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 Enzu has failed to meet the applicable Service Level Objective. For example: (i) if Enzu fails to meet the Service Level Objective set forth in Section 3.1 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 Enzu fails to meet the Service Level Objective set forth in Section 3. 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 Service Level 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 Components. If Customer experiences Service Unavailability due to the failure of any Infrastructure Components under an Order, Customer will be entitled to a Service Level Credit as set forth in the table below. Notwithstanding the foregoing, if the failure of the Infrastructure Component 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	Service Level Objective	Amount of Service Level Credit
Infrastructure Components	99.999% availability	5.00% of MRC of affected Service per 1 hour increment of Service Unavailability after the initial 2.13 minutes of Service Unavailability

3.2 Virtual Components. If Customer experiences Service Unavailability due to the failure of any Virtual Components, Customer will be entitled to a Service Level Credit as set forth in the table below. The Service Level Objectives for Virtual Components vary depending upon whether the Virtual Components utilize Highly Available Equipment or Nonredundant Equipment, as designated in the applicable Order.

Service	Service Level Objective	Amount of Service Level Credit
Virtual Components utilizing Highly Available Equipment	99.99% availability	5.00% of MRC of affected Service per 1 hour increment of Service Unavailability after the initial 4.32 minutes of Service Unavailability
Virtual Components utilizing Nonredundant Equipment	99.5% availability	5.00% of MRC of affected Service per 1 hour increment of Service Unavailability after the initial 216 minutes of Service Unavailability

3.3 Highly Available Equipment. If Customer experiences Service Unavailability due to the failure of any Highly Available Equipment, Customer will be entitled to a Service Level Credit as set forth in the table below. This Service Level Objective for Highly Available Equipment applies only to Services utilizing physical servers and does not apply to Services utilizing virtualized servers as designated in the applicable Order.

Service	Service Level Objective	Amount of Service Level Credit
Highly Available Equipment	99.9% availability	5.00% of MRC of affected Service per 1 hour increment of Service Unavailability after the initial 43.2 minutes of Service Unavailability

3.4 Nonredundant Equipment. If Customer experiences Service Unavailability due to the failure of any Nonredundant Equipment, Customer will be entitled to a Service Level Credit as set forth in the table below. This Service Level Objective for Nonredundant Equipment applies only to Services utilizing physical servers and does not apply to Services utilizing virtualized servers as designated in the applicable Order.

Service	Service Level Objective	Amount of Service Level Credit
Nonredundant Equipment	99.5% availability	5.00% of MRC of affected Service per 1 hour increment of Service Unavailability after the initial 216 minutes of Service Unavailability

3.5 Server-to-Cloud Recovery. If Enzu provides server-to-cloud recovery Services to Customer as set forth in an applicable Order and Customer experiences Service Unavailability of such applicable Services, Customer will be entitled to a Service Level Credit as set forth in the table below. Notwithstanding anything to the contrary in Section 2.2, the Service Level Objective calculation described in this Section 3.5 begins when Enzu's virtualization team is made aware of the applicable Service Unavailability. Services that correspond to a virtual machine that has not undergone a disaster recovery test within twelve (12) months of the Service Unavailability described in this Section 3.5 are excluded from this Service Level Objective. Services for which Service Unavailability occurs during a disaster recovery test for the applicable Services are excluded from this Service Level Objective.

Service	Service Level Objective	Amount of Service Level Credit
Server-to-cloud recovery Services	Recovery of Services for up to 40 virtual machines per 4 hour interval	5.00% of MRC of affected Service per 1 hour increment of Service Unavailability after the initial 4 hours of Service Unavailability

3.6 Cloud-to-Cloud Recovery. If Enzu provides cloud-to-cloud recovery Services to Customer as set forth in an applicable Order and Customer experiences Service Unavailability of such applicable Services, Customer will be entitled to a Service Level Credit as set forth in the table below. Notwithstanding anything to the contrary in Section 2.2, the Service Level Objective calculation described in this Section 3.6 begins when Enzu's virtualization team is made aware of the applicable Service Unavailability. Services that correspond to a virtual machine that has not undergone a disaster recovery test within twelve (12) months of the Service Unavailability described in this Section 3.6 are excluded from this Service Level Objective. Services for which Service Unavailability occurs during a disaster recovery test for the applicable Services are excluded from this Service Level Objective.

Service	Service Level Objective	Amount of Service Level Credit
Cloud-to-cloud recovery Services	Recovery of Services for up to 10 virtual machines per 15 minute interval	5.00% of MRC of affected Service per 1 hour increment of Service Unavailability after the initial 15 minutes of Service Unavailability

3.7. Severity 1 Event Response Time. If Enzu fails to meet the Service Level Objective for Enzu's response time to a Severity 1 Event via email, telephone call or the customer dashboard, Customer will be entitled to a Service Level Credit as set forth in the table below. This Service Level Objective applies only if Customer notifies Enzu of a Severity 1 level event via the customer dashboard. Prior to the issuance of a Service Level Credit pursuant to this Section 3.7, Enzu will verify that the event rises to the level of a Severity 1 Event.

Service	Service Level Objective	Amount of Service Level Credit
Enzu response time to Severity 1 Event	Response to Customer within 15 minutes of Customer notification to Enzu	5.00% of MRC of affected Service per response that does not meet the Service Level Objective

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

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

3.10 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 under all Orders, (b) is in breach of the MSA or any Order, or (c) if the Service Level Event or Enzu'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:

4. Enzu Planned Maintenance or Emergency Maintenance

Customer generated matters including:

- Customer maintenance including, without limitation, repairs, upgrades, or scheduled or requested Service interruptions or modifications to a Service.
- Customer failing to provide Enzu appropriate access to enable Enzu to provide the Services and/or 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 Enzu 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.
- Service Level Events occurring before a Service Commencement Date.
- False failures such as an erroneously reported outage or issue, failures reported as a result of outages or errors of a Enzu measurement system, or failures resulting from Service monitoring or testing performed to simulate a failure.
- Non-standard configuration matters, as defined by Enzu, caused by a Customer-requested or Customer- installed non-standard or unsupported configuration, including, without limitation, failure of Customer to observe hot/cold aisle adherence.
- External network conditions matters caused by general network conditions outside the reasonable control of Enzu.
- 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, testing or development) that is unrelated to hardware or network failures).
- Expected performance matters caused by usage patterns, traffic or amperage draws that exceed the reasonable performance parameters of the affected Services.
- 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 as described in Section 10.2 of the Terms.
- As otherwise provided in this SLA.