Service Level Agreement – OneNeck IT Solutions LLC ("Company") Services

The terms and conditions of this Service Level Agreement shall only apply to Company Services (as defined below) and are subject to and conditioned upon Client's compliance with the terms herein, the parties' Master Services Agreement, and any applicable Acceptable Use Policy.

Company will provide the Company Services in accordance with the service levels described in this Section (the "Company SLAs"). If Company fails to meet the Company SLAs, Client will be eligible for a Service Credit as outlined in the "Service Credits" below. The Service Credit represents an estimate of the costs associated with Company's failure to meet the Company SLAs and shall not be deemed or construed as a penalty.

Service Credits will be calculated from the time unavailability is reported to Company by Client or logged by Company and a "trouble-ticket" is generated by Company. Service Credits are determined and calculated on a per-occurrence basis, commencing upon the initial awareness (or automated recording) of an outage and ending when the Company Service has been restored.

6.1 Definitions

Company Services: Shall mean and include only such Services described in this SOW that the Client has purchased from Company and Company is performing directly for Client, and not through any third-party service provider.

Compute: A specific amount of RAM ('pool') made available to the client for provisioning of virtual machines within their organizational environment.

Desktop Workstations: A desktop computer, a laptop computer, or a tablet computer which is intended to be operated directly by an end user and is limited to Microsoft operating systems.

Net Monthly Base Fees (Net MBF): The monthly recurring charge for the services excluding any add-on or optional services which are not included as part of the base service plan but are included as part of such Client's monthly recurring charge.

Network: Virtual firewalls and/or load balancer services made available to the Client organizational environment and include only the Client's access ports (the ports on the Company devices within the Company facility upon which the Client's local circuit terminates).

Scheduled Downtime: The time during which the Services are not available due to planned Company maintenance.

Service Credit: The credit(s) provided to Client in accordance with "Service Credits" section below due to Company's failure to meet one or more Company SLA.

SLAs: On a collective basis the service level agreements described in this SLA.

Storage: The specific amount of disk space as measured in gigabytes made available to the Client for use by the virtual machines or backup processes within its organizational environment.

ANY: Client location, non-specified

BND: Company Data Center in Bend, OR. 20845 Sockeye Place Bend, OR

DEN: Company Data Center in Denver, CO. 8675 Concord Center Drive Englewood, CO

DSM: Company Data Center in Des Moines, IA. 390 N Alices Road Waukee, IA

EDP: Company Data Center in Minneapolis, MN. 10290 W 70th Street Eden Prairie, MN

MSN: Company Data Center in Madison, WI. 5515 Nobel Drive Fitchburg, WI

PHX1: Company Data Center in Gilbert, AZ. 1655 Sunrise Boulevard Gilbert, AZ

HIL: OVH Cloud Data Center

VIN: OVH Cloud Data Center

6.2 Service Levels

6.2.1 Cloud and Hosting Solutions

The following table defines the service levels for the product family of Cloud and Hosting Solutions.

Table - Cloud and Hosting Solutions	
Service Component	**SLA**
Enterprise Firewall	100% service availability
Basic Firewall	100% service availability
Enterprise Load Balancing	100% service availability; defined as the ability for data to be transmitted and received across the network by Company and Client. This definition excludes instances of Client's acts or omissions of its end users, a force majeure event as defined in the MSA, or Scheduled Downtime
Internet Bandwidth	100% service availability
Cross Connections	100% service availability
Site to Site VPN	100% service availability
Dedicated Blade - supporting infrastructure	100% service availability of supporting infrastructure
Dedicated Blade - hardware replacement	1 hour for standard blade configuration; 4 hours for non-standard
Hosted Private Cloud	100% service availability of supporting infrastructure; Considered not available if service fails to function properly as a result of hardware and hypervisor layer problems on the Host Server. "Host Server" means the hardware, computing and storage nodes, and software hypervisor of the physical server.
OVHCloud Hosted Private Cloud	99.99% service availability of supporting infrastructure; Considered not available if service fails to function properly as a result of hardware and hypervisor layer problems on the Host Server. "Host Server" means the hardware, computing and storage nodes provided by OVHCloud, and Company-provided software hypervisor of the physical server. Service levels for OVHCloud Services are subject the terms and conditions available at: https://us.ovhcloud.com/legal/sla/dedicated-servers/.
ReliaCloud EDGE Node	100% service availability of constructed Cluster and obtaining any stated SLO; Considered not available if service fails to function properly as a result of hardware and hypervisor layer problems within the Cluster.
ReliaCloud EDGE One-Node Clusters	99.5% service availability of constructed Cluster and obtaining any stated SLO; Considered not available if service fails to function properly as a result of hardware and hypervisor layer problems within the Cluster.
ReliaCloud EDGE Two-Node Clusters	99.99% service availability of constructed Cluster and obtaining any stated SLO; Considered not available if service fails to function properly as a result of hardware and hypervisor layer problems within the Cluster.

Public Cloud	100% service availability of supporting infrastructure; Considered not available if service fails to function properly as a result of hardware and hypervisor layer problems on the Host Server. "Host Server" means the hardware, computing and storage nodes, and software hypervisor of the physical server.
ReliaCloud Backup	99.9% backup service availability; defined as the ability for data to be transmitted to and restored from the Company data centers and Company backup infrastructure, and access to the backup self-service portal. This definition excludes instances of Client's acts or omissions of its end users, a force majeure event as defined in the MSA, or Scheduled Downtime.
Avamar Remote Backup Service	99.9% backup service availability; defined as the ability for data to be transmitted to and restored from the Company data centers and Company backup infrastructure. This definition excludes instances of Client's acts or omissions of its end users, a force majeure event as defined in the MSA, or Scheduled Downtime.
OneNeck Connect for Data Centers, non-redundant (NR) services	99.9% service availability; defined as the ability for data to be transmitted between the Company data centers. This definition excludes instances of Client's acts or omissions of its end users, third-party carrier service provider outages, a force majeure event as defined in the MSA, or Scheduled Downtime
ReliaCloud EDGE On-Prem Node	99.95% service availability of constructed Cluster and obtaining any stated service level objective; Service is considered unavailable if such service fails to function as a result of hardware or hypervisor layer failures within the Cluster. This definition excludes instances of Client's acts or omissions of its end users, a force majeure event as defined in the MSA, or Scheduled Downtime.
ReliaCloud EDGE On-Prem One-Node Clusters	99.5% service availability of constructed Cluster and obtaining any stated service level objective; Service is considered unavailable if such service fails to function as a result of hardware or hypervisor layer failures within the Cluster. This definition excludes instances of Client's acts or omissions of its end users, a force majeure event as defined in the MSA, or Scheduled Downtime.
ReliaCloud EDGE On-Prem Two-Node Clusters	99.99% service availability of constructed Cluster and obtaining any stated service level objective; Service is considered unavailable if such service fails to function as a result of hardware or hypervisor layer failures within the Cluster. This definition excludes instances of Client's acts or omissions of its end users, a force majeure event as defined in the MSA, or Scheduled Downtime.
ReliaCloud EDGE On-Prem Network Switch – 48 Ports	99.99% for dual (2) switch deployment for HA, 99.95% for a single (1) non-redundant switch and obtaining any stated service level objective; Service is considered unavailable if such service fails to function as a result of hardware or hypervisor layer failures within the Cluster. This definition excludes instances of Client's acts or omissions of its end users, a force majeure event as defined in the MSA, or Scheduled Downtime.

6.2.2 ReliaCloud DRaaS Solutions

Definitions
Disaster Recovery as a Service (DRaaS) means the Company Services providing a hosted, disaster recovery environment.

Recovery Plan is a unit of failover.

Recovery Time Objective (RTO) means the ability to activate a Recovery Plan within the time frame specified in our service levels below, during a planned or unplanned failover scenario. Recovery plan activation time is measured from the time of receipt of an activation command (via UI or API) to the time when the VMs in the Recovery Plan have their virtual machines in a powered-on state in the DRaaS environment. Subject to the DRaaS limitations listed below.

Recovery Point Objective (RPO) means the ability to successfully recover from a Snapshot taken within the time frame selected by Client on the DRaaS environment as a virtual machine in powered on state, during unplanned failover scenarios.

Snapshot means an archival copy of Client's storage volume, database or VMs.

Application Level Driven Failover means disaster recovery orchestration and/or data replication to DRaaS environment using third-party or application native tools and not Nutanix Snapshot replication, or Nutanix Disaster Recovery orchestration technology.

Active Capacity – DRaaS physical infrastructure capacity that is powered on and available.

Reserved Capacity–DRaaS physical infrastructure that is joined to the cluster but is in a powered-off, reserved state, and requires activation and being joined to the Active Capacity in the cluster.

DRaaS Limitations
This SLA does not apply to any performance or availability issues arising out of:

1. Factors beyond Company's control (e.g., natural disaster, war, acts of terrorism, riots, government action, or failure of network, or device not owned and operated by Company, including at your site or between your site and our data center)

2. Client's use of services, hardware, or software not provided by Company, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services

3. Client's use of the DRaaS environment inconsistent with applicable service descriptions and guidance provided by Nutanix or Company in connection with the DRaaS environment

4. Client's action (or inaction), including failure to properly configure Client's systems or assets (virtual or physical), failure to follow applicable policies, including acceptable use, failure to provision adequate bandwidth or compute resources, failure to secure your credentials, and failure to follow required security practices

5. VMs for which the replication of a Snapshot to the DRaaS environment has not been fully completed or for which the RPO has been changed within the preceding 24 hours;

6. "Scheduled Maintenance" which means planned maintenance when necessary to improve quality and security of the DRaaS environment. Scheduled Maintenance will be communicated 7 calendar days in advance and will be scheduled outside of standard business hours in a Region. Company will endeavor to minimize any impact to Client's ability to Use the DRaas environment during Scheduled Maintenance

7. "Emergency Maintenance" which means maintenance necessary to maintain continuity or avoid disruption to the DRaas environment. Company will endeavor to minimize such Emergency Maintenance and any impact to Client's ability to use the DRaaS environment during Emergency Maintenance;

8. Fail back operations (applies to RPO & RTO);

9. Use of the DRaaS environment to protect VMs in quantity in excess of allowable maximum for the DRaaS environment;

10. Staggered delays, custom execution scripts, database startups and Recovery Plans with configurations in excess of (i) 200 protected VMs, (ii) daily data rate change of 200 Mbps for VPN based connectivity assuming uniform distribution during the day, (iii) daily data rate change of 300 Mbps for Direct Connect based connectivity assuming uniform distribution during the day, and/or (iv) 5 parallel recovery plans;

11. Use of Application Level Driven Failover

The following table defines the service levels for the Disaster Recovery as a Service product category.

Table - ReliaCloud DRaaS Solutions	
Service Component	**SLA**
Managed Firewall	99.5% service availability Single Firewall VM configuration 100% service availability –HA Firewall VM Configuration
Internet Bandwidth	100% service availability
ReliaCloud DRaaS Starter Nodes	100% service availability of supporting infrastructure; Considered not available when cluster becomes inaccessible or fails function properly resulting in failure to achieve RPO. RPO < 1 hour

ReliaCloud DRaaS Advanced Nodes	RTO < 1 hour 100% service availability of supporting infrastructure. Considered not available when cluster becomes inaccessible or fails to function properly resulting in failure to achieve RPO. • **Active Capacity -** • RPO < 1 hour • RTO < 1 hour • **Reserved Capacity -** RTO < 4 hours

6.2.3 Colocation Services

Internet Bandwidth Availability. Company will use commercially reasonable and good faith efforts to ensure that the entire quantity of Client's purchased Internet bandwidth will be available 100% of the time (except as part of Scheduled Downtime) on Client's access port (which is the port on the Company access router or switch within the Company facility upon which the Client's local circuit terminates), the Company designated routers, and the links between these routers.

    a)   Measurement - Unavailability is deemed to have commenced upon initial report to Company by Client and an incident ticket is generated by Company and ending when availability has been restored

Cross Connections Availability. Company will use commercially reasonable and good faith efforts to ensure that the entire quantity of Client's purchased Cross Connections that will be available 100% of the time.

    a)   Measurement - Unavailability is deemed to have commenced upon initial report to Company by Client and an incident ticket is generated by Company and ending when availability has been restored

Power Availability. Company will use commercially reasonable and good faith efforts to ensure that the entire quantity of Client's purchased electrical power will be delivered 100% of the time. This service level commitment requires that Client is actively utilizing the 2N configuration (primary AND secondary outlets) offered by Company. For example, if primary power is available and secondary power is not available, this is considered 100% available.

    a)   Measurement – Power usage is measured by the cabinet, cage or room, depending on the services purchased by Client. It is measured at the Power Distribution Unit or Transformer. Power is delivered and measured in a primary/secondary configuration with a specified per circuit, per phase limit.

    b)   Conditions – In the event Client's combined utilization of the A and B branch circuit is more than 80% of the amperage rating of either the A or B branch circuits supplying power to Client equipment, Client waives its rights to both the Power Availability SLA and the Power Availability Service Credit. Client utilizing more than 80% of the amperage rating of any branch circuit waives its rights to both the Power Availability SLA and the Power Availability Service Credit and will also be considered in violation of the National Electrical Code, allowing Company to take remedial action.

    c)   Remedies – A power outage which results in the loss of both primary and secondary power to the same equipment, and is not the direct result of Client equipment malfunctions which trips its circuit breakers, makes Client eligible for a Service Credit. Power outages are deemed to have commenced upon the initial awareness (or automated recording) of an outage and ending when the electrical service has been restored.

HVAC/Climate. Company will use commercially reasonable and good faith efforts to ensure that data room 30 minute average temperature and relative humidity or dew point will remain within data center climate thresholds applicable for each data center (see Table below). These service level metric commitments do not apply to local conditions within a particular Client cabinet, row, or other cage space.

    a)   Measurement - Measurement of ambient temperature and humidity shall be taken at a distance of no lower than 5 feet above the floor level, along the center line of the active cold aisles, and averaged across the room.

    b)   Conditions:
        i.   Company reserves the right to assist in and recommend the design of cabinet, cage or room layout, applying industry best practices as applicable. If Client's measured power density exceeds the facility rating as described above, spot cooling

will be employed by Company at Client's expense. Spot cooling methods and equipment will be designed and installed by Company.

ii.   As stated above, all the SLA's are conditioned upon Client's compliance with, among other terms, the Colocation Applicable Use Policy, which includes, but is not limited to, the requirement that Client must use blanking panels and vent consistent with data center HVAC design. If Client fails to block the unabated direct flow, within its cabinet(s), of cooled supply air into the hot air return by neglecting to install blanking panels or the equivalent, blanking panels will be installed by Company at Client's expense and the HVAC/Environment obligations of Company and the SLAs applicable thereto shall be waived by Client.

c)   Remedies - If the temperature or humidity provided by Company does not comply with the following parameters, Client may be eligible for a Service Credit. HVAC/Climate violations are deemed to have commenced upon the initial awareness (or automated recording) of a metric infraction and ending when the environment has been returned to normal operating ranges.

Table - Data Center Climate Thresholds

Data Center	30 Minute Average Temperature	30 Minute Relative Humidity	30 Minute Dew Point
BND	will not exceed 83.0°F		28.0 to 62.0°F
CDF	will not exceed 77.0°F	40% and 55%	
DEN	will not exceed 83.0°F		28.0 to 62.0°F
DSM	will not exceed 83.0°F	40% and 55% (data rooms 1 - 2)	28.0 to 62.0°F (data rooms 3-6)
EDP	will not exceed 83.0°F	20% and 60%	
MSN	will not exceed 83.0°F	40% and 55% (data rooms 1 - 2)	28.0 to 62.0°F (data rooms 3-6)
PHX1	will not exceed 85.0°F	20% and 55%	

6.2.4 Managed Services with ReliaCloud

Your applications, operating systems and network components within ReliaCloud that are managed by Company have an availability guarantee based on the technologies and architecture deployed in your specific infrastructure as well as the health of your systems.

Managed Service Audit and Remediation

For a Client's environment within ReliaCloud to qualify for an SLA, Company must perform an audit of the environment to ensure it is in compliance with manufacture and Company best practices. Company will test failover and redundancy scenarios, as well as documented best practices. Any items found to be outside of these best practices will be noted in a remediation report. Once all remediation items are resolved (billable under a separate project) the environment will qualify for the Company Managed Services SLA. **If Company performs the installation, this audit is waived.**

Table - Managed Service Within ReliaCloud SLA

Type	Description	Availability Guarantee	Qualifier for Service Credit

Audited and Remediated Applications	Applications configured for application-level failover/ redundancy. SLA is defined as the availability of the application, not the individual components.	100%	Yes – for affected services
Audited and Remediated Operating Systems	Network and server operating systems. SLA is defined as the availability of the operating system, not the functionality of the individual services or processes.	100%	Yes – for affected services
Audited and Remediated Network Components	Network components configured for network-level failover/ redundancy. SLA is defined as the availability of the network, not the individual components.	100%	Yes – for affected services
Audited and Remediated Network Components (without failover/ redundancy)	Network without network-level failover/ redundancy. SLA is defined as the availability of the network, not the individual components	99.9%	Yes – for affected services
Non-audited systems, or systems with outstanding remediation tasks	Applications, operating systems and network components that have not been audited by Company or have outstanding remediation issues.	N/A	N/A

6.2.5 Remote Managed Services

Your non-ReliaCloud environment(s) managed by Company have an availability guarantee based on the technologies and architecture deployed in your specific infrastructure as well as the health of your systems.

Remote Managed Service Audit and Remediation

For a Client's remote environment to qualify for an SLA, Company must perform an audit of the environment to ensure it is in compliance with manufacture and Company best practices. In most cases, Company will perform this audit onsite and will test fail over and redundancy scenarios, as well as documented best practices. Any items found to be outside of these best practices will be noted in a remediation report. Once all remediation items are resolved (billable under a separate project) the environment will qualify for the Company Remote Managed Services SLA. **If Company performs the installation, this audit is waived.**

Table - Remote Managed Service SLA			
Type	**Description**	**Availability Guarantee**	**Qualifier for Service Credit**
Audited and Remediated Applications	Applications configured for application-level failover/ redundancy. SLA is defined as the availability of the application, not the individual components.	99.9%	Yes – for affected services
Audited and Remediated Operating Systems	Network and server operating systems. SLA is defined as the availability of the operating system, not the functionality of the individual services or processes.	99.9%	Yes – for affected services

Audited and Remediated Network Components	Network components configured for network-level failover/ redundancy. SLA is defined as the availability of the network, not the individual components.	99.9%	Yes – for affected services
Non-audited systems, or systems with outstanding remediation tasks	Applications, operating systems and network components that have not been audited by Company or have outstanding remediation issues.	N/A	N/A

6.3 Service Credits

Failure to meet the Company SLAs, as measured by Company, during any one calendar month period, will result in a Service Credit in the amount of five percent (5%) of the Net Monthly Base Fees for the affected Company Services for every whole one (1) hour period of Company Service disruption.

The total Service Credit due to Client for failure to meet the Company SLAs in any calendar month shall not exceed the Net Monthly Base Fees for the affected Company Services for that calendar month. Notwithstanding anything else herein, if Client is eligible for multiple measures of Service Credits during any calendar month, the total Service Credit issued to Client for that month shall be limited to the largest single Service Credit available.

Service Credits shall be applied within sixty (60) days of Client's request.

6.4 Systems, Hardware, and Software End of Support

Notwithstanding any other provision in this Service Level Agreement, Company support for Customer systems, hardware, or software managed by Company or reliant on Company Services (individually and collectively the "Affected Equipment") such as backup, monitoring or patching, will change when the applicable original equipment manufacturer ("OEM") publishes an end of life, end of support, end of extended support or like date which reduces or eliminates OEM provided support (the "EOS Date"). Affected Equipment which is past its EOS Date is hereinafter referred to as "Unsupported Equipment".

Services provided to Unsupported Equipment will be limited to troubleshooting and working to resolve compatibility issues due to a lack of OEM support, and no Service Level Agreements or Service level objectives will be applicable to Unsupported Equipment or Services related thereto. Additionally, as Company can no longer maintain effective security for Unsupported Equipment, Customer hereby releases all claims against Company arising, directly or indirectly, from security incidents related to Unsupported Equipment and/or any Services performed on Unsupported Equipment.

Company will use commercially reasonable efforts to inform Customer of pending EOS Dates of which it becomes aware.

Services for Unsupported Equipment will be limited to troubleshooting and working to resolve issues, including compatibility with supporting systems, due to lack of OEM support.

6.5 Co-administration

When Company provides self-service access to a system, device, or application in which Customer has subscribed to Company's Managed Services, this will be deemed as co-administration.

Company's Service Level Agreement obligations will not apply to incidents caused by Customer's co-administration activities. Company's remediation of Customer's caused co-administration activities will be charged to Customer based on time and materials basis.

6.6 Limitations

a)   Notwithstanding anything herein to the contrary, no otherwise applicable Company SLA, including any remedies thereunder, shall apply with respect to any Excluded Event. "Excluded Event" means any event that adversely impacts the Service to the extent caused by: (a) the acts or omissions of Client, its employees, consultants, agents or subcontractors; (b) Scheduled Downtime, and testing for which Client has been provided notice; (c) the failure or malfunction of Client-provided equipment; or (d) an event beyond Company's reasonable control. Company SLAs and Service Credits described herein apply only to Company and Client; they do not apply to clients of Client.

b)   No Service Credits shall be due if Client fails to notify Company in writing of a failure to meet the Company SLAs within ten (10) days of any such failure. Client's notice of a failure to meet the Company SLAs must contain Client's invoice number as shown on its invoice, the dates and times of the unavailability of the Company Service, and such other information reasonably requested by Company.

c)   Under no circumstances will any tests performed by Client or any other party be recognized by Company as a valid metric for outage determination for the purposes of establishing a Service Credit herein.

d)   **EXCEPT FOR THE TERMINATION PROVISION SET FORTH IN THE "COMPANY SERVICE LEVEL TERMINATION EVENT" SECTION BELOW, THE SERVICE CREDITS SHALL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OF THE COMPANY SERVICES TO OPERATE IN ACCORDANCE WITH THE COMPANY SLAs. ANY DISPUTES OR CLAIMS ARISING OUT OF OR RELATING TO THIS SECTION MUST BE BROUGHT WITHIN SIX MONTHS OF THE OCCURRENCE OF ANY SUCH DISPUTE OR ACCRUAL OF ANY SUCH CLAIM.**

6.7 Company Service Level Termination Event

Client has the right, but not the obligation, to terminate all or any portion of the applicable Company Services for cause upon written notice to Company and without further opportunity for cure if Company fails to meet the Company SLAs contained herein on more than three (3) unrelated occurrences (i.e., separated by time and not arising out of the same root cause) during any consecutive nine

(9) month period, and which reasonably represents a material degradation in Services; any such right to terminate must be exercised within three (3) months or is deemed waived.