SERVICE LEVEL AGREEMENT

365 Data Centers Services, LLC ("365") is pleased to provide this Service Level Agreement ("SLA") in support of "Covered Services," as defined below.

1. Definitions

"365 Network" means a data communications network comprised of 365-owned and operated transport and/or Internet Protocol ("IP") routing infrastructure, consisting solely of selected 365 points of presence ("POPs") at which 365 has installed measurement devices ("Selected POPs") (i) within the United States and the connections between them in the forty-eight continental United States (the "North American Network"), (ii) within Europe and the United States and the trans-Atlantic connections between such Selected POPs (the "Trans-Atlantic Network"), or (iii) within Asia and the United States and the trans-Pacific connections between such Selected POPs (the "Trans-Pacific Network").

"Cloud Service Outage" means an instance in which the "high availability" (*i.e.*, active and redundant, or primary and secondary) features are unable to restore services (compute, network and storage resources) successfully between production servers. A Cloud Service Outage will not include downtime associated with virtual machines that are automatically restarted on other production servers with spare capacity in the event of a server failure within the server resource pool.

"Covered Service" means any of the following 365 services contracted for by Customer pursuant to a Master Services Agreement with 365 ("MSA"), each as more fully described in the MSA or Service Orders entered into thereunder: Colocation Licenses (specifically, Power Service and Environmental Service); Cross-Connect Service; Managed Firewall Service; Dedicated Server Service; Support Service; Remote Hands Service; Network Services; Cloud Services; Dedicated Network Hardware Service; and Enterprise Managed Solution Services .

"Customer" means a purchaser of or subscriber to any Covered Service.

"Dedicated Network Hardware Outage" means an instance in which a 365 owned and operated hardware device suffers full or partial hardware-level failure that causes the device to stop operating in an optimal manner where customer loses connectivity or degradation of service. A Dedicated Network Hardware Outage will not include the time it requires to perform additional software related maintenance, reloading configurations or troubleshooting efforts.

"Dedicated Server Outage" means an instance in which the physical server component of the Dedicated Server Services has a hardware failure causing an interruption in operations. A Dedicated Server Outage will not include the time it requires to perform additional software related maintenance, including rebuilding web accounts from backups, cloning hard drives, reloading the operating system, reloading and configuring applications, or rebuilding RAID arrays.

"Emergency Maintenance" means maintenance performed by 365 on an emergency or unscheduled basis, as more fully described in Section 2(C).

"Excluded Services" means any contracted services not expressly covered by this SLA as a Covered Service, including without limitation Off-Net Customer Circuits, Third-Party Colocation Services, DNS services, Voice Over IP services, Web Hosting services, E-mail services including Google applications and Postini services, and Office 365 applications and services. These services are best effort services and are not covered under this SLA.

"Latency" means the average time required for round-trip packet transfers between Selected POPs on the 365 Network during a calendar month, as measured by 365.

"Network Service Outage" means an instance in which no traffic can pass into or out of the Selected POP or 365 operated data center through which Customer connects to the 365 Network. A Network Service Outage will not include downtime due to Scheduled Maintenance, or any unavailability resulting from (a) problems with Customer's applications, equipment or facilities; (b) negligence of Customer (or any third party accessing the service or network through Customer); (c) unavailability caused by service providers other than 365, except 365-ordered local circuits where the third party provider's service level agreement will be extended to Customer; or (d) acts of God and other such force majeure events outside of 365's reasonable control.

"Normal Monthly Recurring Billing" means the monthly recurring fee charged to Customer for the affected Covered Service and excludes all other fees which might be charged to Customer, including, by way of example and not limitation, set-up fees, fees for Off-Net Customer Circuits, and business continuity license fees.

"Off-Net Customer Circuits" are leased circuits provided by a third party, which 365 uses to connect a customer to the nearest 365 POP, and leased circuits provided by a third party, which 365 uses to connect a customer to a third-party network. These circuits are provided by a third-party provider, within Customer's area. For Off-Net Customer Circuits, 365 will pass through to Customer the benefits of the third-party provider's service level agreement, as Customer's sole remedy for the performance of an Off-Net Customer Circuit. A copy of the applicable third-party service level agreement may be furnished to Customer upon request. Off-Net Customer Circuits are not Covered Services under this SLA other than the pass through mentioned above.

"Packet Loss" means the average percentage of IP packets transmitted within selected POP(s) during a calendar month which are not successfully delivered, as measured by 365.

"Scheduled Maintenance" has the meaning set forth in Section 2(B) of this SLA.

"Service Availability" means that the Covered Service is functioning in accordance with 365's specifications and targets without any interruption or degradation that would materially impact Customer use, as determined by 365.

"Service Credit" means a credit issued to Customer's account based upon the actual duration of an interruption (as described in Section 4 herein) of a Covered Service. A single Service Credit is equal to the amount of one day's billing for the interrupted Covered Service, pro-rated for the service period in which the interruption occurs.

"Third-Party Colocation Services" are colocation services provided by non-365 operated and controlled data centers, which 365 contracts with to provide colocation licenses (specifically, Power Service, Environmental Service and Cross-Connects). These services are provided by a third-party provider and are not Covered Services under this SLA. 365 will pass through to Customer the benefits of the third-party provider's service level agreement, as Customer's sole remedy for the performance of any Third-Party Colocation Services. A copy of the applicable third-party service level agreement may be furnished to Customer upon request. .

"Time-to-Repair" means a four (4) hour interval which begins when 365 becomes aware or is notified of a Network Service Outage, a Cloud Service Outage, Dedicated Network Hardware Outage, or a Dedicated Server Outage by an authorized contact on 365's *Customer Access List* (as described in Section 2(A)).

2. Maintenance

a) Announcements. 365 makes periodic e-mail announcements with regard to maintenance activities and planned or possible service interruptions. Customer must

be listed on 365's *Customer Access List* maintained by the customer in the 365 Service Portal to receive these messages. This *Customer Access List* will be 365's sole source of contact information for communication of maintenance announcements, and it is Customer's responsibility to ensure that its staff has joined this list to receive these announcements when made. 365 shall not be responsible for customer contacts who have unsubscribed or otherwise opted out of receiving such messages.

b) Scheduled Maintenance. 365 will use commercially reasonable efforts to announce Scheduled Maintenance activities that may result in likely, imminent, or certain interruptions of service not less than fifteen (15) days in advance of the beginning of that activity. Maintenance activities that have a business requirement to be scheduled with less than fifteen (15) days advance notice will be communicated to customers indicating an expedited activity is being performed. 365 may make announcements for maintenance activities it deems are unlikely to result in loss of service at any time, or not make any announcement whatsoever.

c) Emergency Maintenance. Should 365 encounter circumstances that could be a threat to its equipment or the integrity of services to Customers, 365 may at any time perform Emergency Maintenance on its infrastructure that may affect the services of Customer. 365 will make an announcement of Emergency Maintenance as needed at or immediately after the time the maintenance is required to be performed.

d) Threat of Harm. 365 reserves the right, at its sole discretion and without prior notice, to restrict or disable service to or remove from service any Customer equipment that it determines may pose a threat to life or property (for example, in case of fire), or to the integrity of any of 365's infrastructure, equipment, or services, including but not limited to any machine which has been compromised by an attacker or a virus or is being used to commit a violation of 365's *Acceptable Use Policy*.

3. Requesting Credit

Any claim for credit under this SLA shall be made with reference to a trouble ticket opened by Customer during the interruption, and submitted in writing, as required by the Notices sub-section of the MSA, and received by 365 within ten (10) business days of the interruption occurring. Late claims will not be accepted.

4. Schedule of Credits

a) General Terms. Should 365 fail to meet the Service Availability performance requirements in any given calendar month, as determined or validated by 365, then Customer may request and 365 will, as its sole obligation and Customer's sole and exclusive remedy for failure to meet the performance requirement (other than Customer's right to terminate the affected Service where expressly set forth in this SLA), issue Service Credits to Customer's account, up to a maximum of fifteen (15) Service Credits or 50% of the Customer's Normal Monthly Recurring Billing for the affected Covered Service. SLA performance failures do not constitute a breach by 365 of the MSA.

b) Power Service. For any 365 operated and controlled Colocation License, 365 will at all times provide Customer access to power on each purchased circuit up to 365's stated maximum operating load described in this Section 10. Continuous circuit draw of both the primary and redundant circuits may not exceed eighty percent (80%) of the primary circuit's amperage rating as per the electrical code. 365 guarantees 100% uptime of power provided (a) Customer subscribes to primary

and redundant circuits; and (b) Customer ensures all equipment utilized by Customer is properly distributed between the primary and redundant power delivery within the data center cabinet in order to stay within the 365 stated maximum operating load. Failure of one, whether primary or redundant, does not constitute unavailability. For single power supplied devices the availability to any single power supplied device is 98%. Under no circumstances does 365 guarantee functionality or continued operation of any Customer device's power supplies. Any failure of one or more Customer devices within the Customer environment shall not constitute unavailability under this SLA. If 365 fails to meet the above defined uptime percentages, Customer shall receive one full Service Credit for the affected circuit, for each hour or fraction during which power is not available on that circuit. Further, Customer shall have the right to terminate the affected Service, without penalty, if: (a) the sum total duration of interruptions of power service exceeds forty-eight (48) hours in any consecutive seven (7) day period, or (b) the number of power service interruptions for which Customer has received credit exceeds three (3) during the thirty (30) day period immediately prior to the most recent interruption.

c) Environmental Service. For any 365 operated and controlled Colocation License, 365 will use commercially reasonable efforts to ensure that the temperature and humidity of its colocation facilities conform to ASHRAE TC 9.9 2016 Thermal Guidelines for Class A1 computing environments, and do not operate outside the ranges documented therein for more than thirty (30) minutes for temperature or two (2) hours for humidity and other conditions. If these limits are exceeded, Customer shall be entitled to one half of one (1) Service Credit for each 24-hour period in which the event occurs. Computation of the Service Credit shall be based on the billing for Customer's cabinet(s) or colocation floor space, but shall be exclusive of any power, bandwidth, or other service billing. Customer shall have the right to terminate the affected Service, without penalty, if: (a) the high temperature condition persists for more than forty-eight (48) consecutive hours, or (b) the number of high temperature events for which Customer has received credit exceeds three (3) during the ninety (90) days immediately prior to the most recent interruption.

d) Cross-Connect Service. 365 shall make Cross-Connect Service available to Customers not less than 100% of the time, measured on a calendar month basis per Cross-Connect. A Cross-Connect is considered unavailable when the passive physical media that 365 uses for the Cross-Connects fails and the endpoints of the Cross-Connect are not able to maintain a communication connection due to the failure of the physical media. If a Cross-Connect is unavailable, Customer shall receive one full Service Credit for the affected Cross Connect, for each consecutive 24-hour period for which the Cross Connect is unavailable.

e) Managed Firewall Service. In the event of a hardware failure of a 365 owned and managed firewall, 365 will begin work to repair services. If the device needs to be replaced, the affected equipment will be shipped within twenty-four (24) hours of 365's determination that the equipment requires replacement. Customer will be required to have a "high availability" (*i.e.*, active and redundant, or primary and secondary) pair of devices to qualify for SLA credit. No SLA credit shall be issued for single device service. Failure of 365 to meet these requirements shall result in a credit of one (1) Service Credit, plus one (1) additional Service Credit for each 24-hour period thereafter until service is restored.

f) Dedicated Server Service. In the event of a hardware failure of a 365 owned and managed Dedicated Server, 365 will begin work to repair services. Hardware replacement/repair will begin once 365 identifies the cause of the problem. Hardware components replacement/repair will be completed within four (4) hours of problem identification by 365. Failure of 365 to meet these requirements shall result in a credit of one (1) Service Credit, plus one (1) additional Service Credit for each 24-hour period thereafter until service is restored.

g) Support Service. 365 will respond to all non-emergency Customer support requests within one (1) business day of its receipt of the request via ticket through 365 Customer Portal, e-mail or phone, and emergency requests made by telephone only within one (1) hour. Tickets through the 365 Customer Portal and/or E-mail requests, which are to be used for non-emergency requests only or to supplement phone calls made to report emergencies, should be made by logging into the 365 Customer Portal using Customer's username and password or by sending an email to service@365datacenters.com (or such other address that 365 may later designate). E-mail requests are deemed received when acknowledged by 365's auto-responder. Telephone requests may be made to 866-365-6246 (choose option number one for the Customer Support Center), or such other number as 365 may designate for that purpose and are deemed received when received directly by a member of 365's technical staff or at the time a voicemail is left in the mailbox designated for technical support. To ensure secure service is provided to our customers, support requests shall only be accepted from authorized customer contacts. Support requests made by unauthorized contacts related to an outage or service interruption will be investigated by our support teams, but communications regarding such incidents will only be made with authorized customer contacts. Customer is not eligible for a credit if 365 cannot reach the Customer at a contact telephone number or e-mail address provided in Customer's e-mail or voicemail, or if Customer fails to provide such information correctly. The credit for 365's failure to respond by the foregoing time is one-fourth of one (1) Service Credit per support incident. Support return telephone calls will be made only to numbers in the United States and Canada.

h) Remote Hands. 365's Remote Hands Service provides assistance to customers performing emergency, planned and routine maintenance. Terms and conditions of the Remote Hands Services can be found at https://www.365datacenters.com/services/colocation/ (or such other address that 365 may later designate) and are incorporated by reference herein.

i) Network Services Provided on the 365 Network.

a. Availability

i. 365 will issue one (1) full Service Credit for each continuous hour of a Network Outage that exceeds the Time-to-Repair during a calendar month.

ii. Customer shall not receive any Service Credits for any unavailability, packet loss, or performance of speeds beyond Customer's committed information rate ("purchased capacity" or "CIR") shown on Customer's Service Order. Speeds in excess of the CIR are delivered as-is/as-available; physical port speeds higher than purchased capacity do not guarantee availability to the physical speed of the port. All unmetered services are assumed to have a CIR of one (1) megabit per second. Convergence of network routing and switching protocols (for example, BGP, OSPF, and spanning tree, among others) is not instantaneous and takes time during which there is typically some loss of performance and reliability of packet flow; this time shall not be included in any computation of a qualifying outage.

b. Latency

i. 365's goal is to keep Latency on the 365 Network Services to (i) 110 milliseconds or less for its North American Network, (ii) 145 milliseconds or less for its Trans-Atlantic Network and (iii) 170 milliseconds or less for its Trans-Pacific Network.

ii. If Latency on the North American Network for a calendar month exceeds the time frame set forth above for the applicable portion of the Network Services, 365 will issue one (1) full Service Credit for each hour of the cumulative duration of the Latency experienced during a calendar month that exceeds the time frame set forth above for the applicable portion of the Network Services.

iii. The terms of this SLA related to Latency will take effect the first full calendar month after Customer's first use of the Network Services.

c. Packet Loss

i. 365's goal is to keep Packet Loss on the Network Services to 0.1% or less on purchased capacity.

ii. If Packet Loss on the Network Services exceeds 0.1% during a calendar month, 365 will issue one (1) full Service Credit for each hour of the cumulative duration of the Packet Loss experienced in excess of 0.1%.

iii. The terms of this SLA relating to Packet Loss will take effect the first full calendar month after Customer's first use of the Network Services.

j) Cloud Services.

a. Availability

i. 365 will issue one (1) full Service Credit for each continuous hour of a 365 Cloud Service Outage that exceeds the Time-to-Repair during a calendar month.

ii. In the event of a component failure within the 365 owned and operated Cloud infrastructure, 365 reserves the right to allocate unaffected resources to Customer's virtual machines to allow for continued operation of Customer's environment.

iii. Third-Party Cloud Service Outages and component failures within Third-Party Cloud infrastructure are not Covered Services under this SLA.

k) Dedicated Network Hardware Service. In the event of a Dedicated Network Hardware Outage, 365 will begin work to troubleshoot and repair the hardware. Hardware replacement/repair will begin once 365 identifies the cause of the problem. Dedicated Network Hardware components replacement/repair will be completed within four (4) hours of problem identification by 365. Failure of 365 to meet these requirements shall result in a credit of one (1) Service Credit, plus one (1) additional Service Credit for each 24-hour period thereafter until service is restored.

l) Enterprise Managed Solution Services. In the event of an outage with any Enterprise Managed Solution Service, 365 will begin work to troubleshoot and repair the affected services. If the troubleshooting efforts indicate a hardware or software failure, 365 will initiate support from the appropriate vendor to troubleshoot the cause of the problem. The repair/replacement of hardware components will be completed within four (4) hours of problem identification by 365. Failure of 365 to meet these requirements shall result in a credit of one (1) Service Credit, plus one (1) additional Service Credit for each 24-hour period thereafter until service is restored.

5. Exceptions

a) Good Standing. The remedies provided under this SLA for an event resulting in interruption of service shall apply only while the Customer is in good standing with 365 and not in breach of any term of the MSA or any instruments referred to therein, and the Covered Services have been fully paid for by Customer and its accounts are paid in full with no amounts past due.

b) Exclusions. Service Credits will not be issued for any interruption of service that, as determined by 365 in its reasonable judgment, results from or is related to:

i. Circumstances beyond 365's reasonable control, including events of force majeure, including without limitation fiber cuts, acts of any governmental body, war, insurrection, sabotage, acts or omissions of a third party not engaged or authorized by 365, embargo, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption of delay in telecommunications outside of 365's reasonable control, or the failure or delay of third-party services or software (including as set forth in the MSA).

ii. Events occurring during any Scheduled Maintenance or Emergency Maintenance period.

iii. Events caused by equipment not provided and maintained by 365, unless the failure is caused by 365.

iv. Events caused (directly or indirectly) by acts, errors, or omissions by Customer or Customer's agents, invitees, contractors, or vendors, including negligence, willful misconduct, or breach of 365's *Acceptable Use Policy* or the MSA.

v. Interruptions occurring as a result of Customer exceeding the continuous operating load of any circuit or panel, or exceeding Customer's purchased capacity.

vi. Intentional interruption or reductions in service by 365 for non-payment or other Customer default or breach.

vii. SLA Credit is not available if Customer is deemed in default, as set forth in MSA.

viii. Events arising from malicious, unlawful, or terrorist acts against Customer or 365.

ix. Viruses, Trojan horses, spyware, or software defects.

x. For bandwidth products, any unavailability of bandwidth in excess of the Customer's CIR, or any reduction in service, rate limiting, packet loss, or increased latency arising from such use in excess thereof.

6. Policies and Procedures

All use of the Services must comply with the current version of 365's *Policies and Procedures*, located on the world-wide web at http://www.365datacenters.com/policies-procedures/ and incorporated by reference herein. Such *Policies and Procedures* govern services at all 365 facilities (and those of its affiliates) (the "Facilities"), and all Service Orders between 365 and its Customers. The Facilities are to be used by Customers solely for lawful purposes in accordance with these *Policies and Procedures*. 365 reserves the right to amend its *Policies and Procedures* from time to time.