

SERVICE LEVEL AGREEMENT

Subject to the terms and conditions of the Master Services Agreement (the “MSA”) between the Parties to which this Service Level Agreement is attached, MaxRecall will provide Customer with a level of service consistent with the principles expressed in this Service Level Agreement. MaxRecall provides some of the Services by use of third party service providers as subcontractors pursuant to written service provider agreements. To the extent that MaxRecall or its Third Party Service Providers do not provide the Services at the levels set forth in this Service Level Agreement, and Customer is in compliance with all terms and conditions of the Master Services Agreement (including the Acceptable Use Policy), MaxRecall will credit Customer’s account in an amount as provided in this SLA, reflecting percentages of the monthly fees Customer pays to MaxRecall for the affected Services (each an “SLA Credit”).

Definitions

“Core Networking Equipment” will mean equipment owned and maintained by MaxRecall including but not limited to switches and routers, as well as any customer equipment which customer has specifically contracted with MaxRecall to manage.

“Custom Order” is an order for Services that requests customization to specifications outside the scope of a Standard Order. Such customization includes, but is not limited to: changes to physical hardware, including upgrades and downgrades, installation of custom software, requests for specific version of operating systems, firewall setup and installation, setup and installation of load balancing, custom network configurations, dedicated switches, any custom managed solution, compliance and others. Notwithstanding anything to the contrary in this MSA, the definition of “Custom Order” also applies to any order that is large enough or complex enough to require, in MaxRecall’s sole discretion, a dedicated project manager to be assigned to it.

“Downtime” is defined as failure of Core Networking Equipment, that directly results in network packet loss of 3.00% or greater, measured from the top of rack switch to the edge routers, and such failure being verifiable by MaxRecall from its monitoring system and from three distinct and diverse monitoring locations around the world. However, the definition of “Downtime” does not include any of the following:

- Packet loss of less than 3.00% as measured by MaxRecall.
- Scheduled Maintenance or Emergency Scheduled Maintenance (as defined below).
- Outages not reported by MaxRecall’s multi-homed monitoring systems.
- Problems with the Customers internet connectivity or problems with other internet providers’ connectivity outside



of MaxRecall's control.

- Problems with Customer's or any Third Party's hardware, software, or access to the Internet, including, but not limited to, Third Party DNS issues, but not including MaxRecall Third Party Service Providers.
- Customer's use of the Services or any Customer End User's use of the Customer Offering in violation of the MSA or an applicable Attachment (such as the Acceptable Use Policy), and any resulting service interruption.
- Issues relating to Customer Data.
- System administration, commands, or file transfers performed by Customer.
- Any force majeure event under the MSA.
- Problems caused by Customer's use of the Services or any Customer End User's use of the Customer Offering after MaxRecall advised Customer or any Customer End User to modify such use, if Customer or any Customer End User did not modify its use as advised.

"Emergency Maintenance" are those instances in which MaxRecall or its Third Party Service Providers: (a) identify situations which, in MaxRecall's reasonable discretion, have threatened or may threaten the integrity of the Services, and (b) take reasonably necessary measures to prevent the situation from progressing into a Downtime event, or to otherwise resolve the situation. Notwithstanding anything to the contrary in this agreement, MaxRecall will attempt to provide prompt notice, as reasonable in the circumstances for Emergency Maintenance.

"Outage End Time" is the time at which MaxRecall restores the Services to be back online and accessible, as measured by MaxRecall's monitoring systems.

"Outage Start Time" is the time at which MaxRecall's internal monitoring system shows the Services are experiencing Downtime (as defined in this SLA.)

"Scheduled Maintenance" is that amount of time in which MaxRecall or its Third Party Service Providers: (a) perform updates and upgrades, enhancements and routine maintenance activities that are announced through the Status Website or LEAP Portal upon at least 24 hours advance notice, and (b) perform Emergency Maintenance, upon reasonable notice in the circumstances provided through the Status Website or LEAP Portal.

"Standard Order" is an order for Services that MaxRecall makes readily available on its website and can be ordered online using an online order form, and do not require any form of physical customization by MaxRecall in order to deploy.

"Status Website" is defined as the website found at <https://ot.maxrecall.com> where



MaxRecall will post routine updates about its service, real time network performance and other information relevant to the Services.

“Time Guarantee” refers to the amount of time guaranteed by MaxRecall for particular resolution as set forth in the relevant charts below.

“Uptime” refers to all time during the term of the Agreement except Downtime. Uptime will be calculated in reference to the number of minutes in each calendar month, measured by MaxRecall’s internal monitoring systems. For the purpose of the SLA, outages are measured in full minutes and will be rounded, as appropriate, up or down to the nearest full minute (i.e., for portions of minutes less than or equal to thirty seconds, the minute measurement will be rounded down, and for portions of minutes greater than or equal to thirty one seconds, the minute measurement will be rounded up).

Deployment

This Service Level Agreement has two sections pertaining to the initial deployment of Services, depending on the nature of the Services deployed. To the extent MaxRecall does not deploy servers or virtual machines within the applicable Time Guarantee, Customer will be eligible to receive the SLA Credit as set forth below:

Deployment of Standard Services.

For Standard Orders that do not include any custom network or firewall requirements, the following provisions will apply:

Service	Time Guarantee	SLA Credit
Server Deployment: The process of fulfilling Customer’s order, properly placed, for one or more dedicated servers, by installing and configuring the appropriate equipment and making it reasonably available for use.	Measured from the time MaxRecall provides written confirmation to Customer that Customer’s fully-paid order for one or more dedicated servers has been received. NOTE: If Customer has ordered a Custom Order, as defined above, or a Standard Order that requires hardware upgrades, network reconfiguration, or any and all physical changes to the server configuration prior to it being deployed, then please see below: Deployment of Customized Services SLA.	10%
	3 Hours	
Virtual Machine (VM) Deployment: The process of fulfilling Customer’s order, properly placed, for one or more public cloud instances, or virtual machine instances on a private cloud, by installing and configuring the appropriate equipment and making it reasonably available for use.	Measured from the time MaxRecall provides written confirmation to Customer that Customer’s fully-paid order for one or more public cloud instances has been received.	10%
	5 Minutes	



Deployment of Customized Services.

For Custom Orders, including custom hardware configurations, hardware upgrades, complex configurations, and the like, MaxRecall will work with Customer to deploy the Services on a best effort basis based on jointly-agreed timelines. MaxRecall may provide an estimated timeframe for the deployment of Services under a Custom Order. Customer acknowledges and agrees that any such estimate timeframe is merely an estimate provided for Customer’s convenience and is not a guaranteed timeframe for deployment.

Response

This section of the Service Level Agreement has two tiers pertaining to response: Regular SLA and Enhanced SLA. MaxRecall’s obligation to provide Customer with SLA Credit will be based on Customer’s tier assignment, which is determined by the level of service mutually agreed upon in an applicable Attachment. Unless provided otherwise in this SLA or an applicable Attachment, MaxRecall will provide response services under the Regular SLA set forth in the chart below. To the extent MaxRecall does not provide the response within the applicable Time Guarantee, Customer will be eligible to receive the SLA Credit as set forth below.

Service	Regular SLA Time Guarantee	Enhanced SLA Time Guarantee	SLA Credit
Standard Hardware Replacement: The replacement of any server hardware component such as, but not limited to, hard drives, memory or processors substantially affecting the performance of the Services, after having been determined by MaxRecall in its reasonable discretion to require replacement. Timeframes under this portion of the SLA do not pertain to Custom Orders.	Measured from MaxRecall’s issuance of written notice to Customer that the affected hardware requires replacement, after appropriate troubleshooting.		10%
	90 minutes	30 minutes	
First Response to Support Ticket: The first written response from MaxRecall to a Support Ticket that Customer submits seeking support for the Services. Does not apply to tickets other than support tickets, e.g., sales, billing and abuse.	Measured from the time MaxRecall’s system assigns Customer’s Support Ticket a number in its system. This Time Guarantee applies strictly to Technical Support tickets and does not apply to other type of ticket.		5%
	1 hour	20 minutes	

Ticket Update Frequency: The written update provided to Customer on the status of Customer's previously-submitted Support Ticket. Does not apply to tickets other than support tickets, e.g., sales, billing and abuse, or to subsequent amendments, additions or changes by Customer to a Support Ticket.	Measured from the time of the First Response to Support Ticket, or previous update Customer makes to a Support Ticket, as applicable. Times below show update frequency except where previous communication to Customer from MaxRecall states that issue resolution will take longer than the Time Guarantee for next update, or a specific amount of time, in which case Customer will be notified within that amount of time that the issue has been resolved. This Time Guarantee applies strictly to Technical Support tickets and does not apply to other type of ticket, such as, but not limited to, sales or billing tickets, which will be answered during normal business hours.	5%
	2 hours 30 minutes	
Escalation to Senior Staff Time: The written response Customer will receive from a Senior Staff member in the event MaxRecall determines in its reasonable discretion that Customer's issue requires senior staff attention.	Measured from the time Customer is notified in writing that Customer's issue is being escalated to a MaxRecall senior staff member until Customer receives written communications from a senior staff member. Enhanced SLA tickets are handled by escalated senior staff from the start, and thus all tickets under the Enhanced SLA are considered escalated upon receipt. This Time Guarantee applies strictly to technical support escalations and does not apply to other type of escalation, such as, but not limited to, sales or billing escalation, which will be handled during normal business hours.	10%
	90 minutes Instantly upon request	

Network and Power Uptime

MaxRecall guarantees 100% network Uptime and 100% power Uptime for each month during the term of the Agreement. Subject to the terms and conditions of this SLA, MaxRecall will provide to Customer an SLA Credit as set forth on the applicable row of the chart below. For the purpose of calculating Downtime, all times will be rounded, as appropriate, up or down to the nearest full minute (i.e., for portions of minutes less than thirty seconds, the minute measurement will be rounded down, and for portions of minutes greater than thirty seconds, the minute measurement will be rounded up).

Uptime	SLA Credit
<100%	5%
<99%	10%
<98%	25%
<95%	50%



<90%	100%
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Uptime is calculated by dividing the number of minutes of network and power related Downtime, as calculated above, and dividing into it the total number of minutes in the calendar month and then subtracting the product from 100%.

General Terms

Requesting SLA Credits. MaxRecall will have no obligation to issue any SLA Credit unless requested to do so by Customer pursuant to the terms and conditions of this SLA. Customer must submit all requests for SLA Credit using the functionality of the LEAP Portal for making such reports, and must provide all information reasonably requested by MaxRecall, whether requested via the LEAP Portal functionality or otherwise. Customer must submit a complete and valid request for SLA Credit no later than seven days following the event giving rise to the claimed SLA Credit.

Limits on SLA Credit. The SLA Credits to Customer in a particular month under this SLA will not exceed the total amount of Fees paid by Customer for such month for the affected Services. To be eligible for any SLA Credits, Customer must not be in default of any provision of the MSA, including but not limited to the payment of Fees. Credits are available only toward future payment of Fees and will not be applied to past due balances. SLA Credits will not be applied to any applicable taxes charged to Customer or collected by MaxRecall and are Customer's sole and exclusive remedy with respect to any failure by MaxRecall to provide the Services. SLA Credit will be calculated in relation to any portion of the Fees allocable to the payment of software licensing or other fees payable by MaxRecall to any Third Party, such fees being due from Customer notwithstanding any instance that would give rise to SLA Credit under this SLA.

SLA Credits to Hourly Billed Accounts. For the purpose of calculating an SLA credit for an account where billing is performed in arrears, Customer will receive credit after the billing cycle has been completed in order to allow MaxRecall to calculate the SLA credit.

Additional Documentation and Limitations. MaxRecall may require, in its sole discretion, and as a condition for the issuance of SLA Credits, that Customer provide documentation that reasonably supports and demonstrates all actual losses sustained by Customer due to a violation by MaxRecall of this SLA. Customer agrees that in the event its actual direct losses do not exceed the value of SLA Credits to which Customer may be entitled under this Agreement, MaxRecall may, at its option, provide credit to Customer in the amount of Customer's actual direct losses caused by violation of this SLA.

Eligibility Not Cumulative. Customer's eligibility to receive credit or a refund is not cumulative, but is limited to one credit or refund per incident. By way of example, failure on the part of MaxRecall to migrate Customer's data to a new server within the corresponding Time Guarantee will not entitle Customer to a credit or refund for a delayed response in the same incident related to the same matter. MaxRecall will apply credits or refunds based on the predominant issue with the problem, as determined in MaxRecall's reasonable discretion, and will issue the larger of two credits should two equally important issues occur in the same incident.

Obtaining SLA Status Information. Customer may request an automatically generated report from MaxRecall showing the status of MaxRecall's compliance with the guarantees of service levels set forth in this SLA at any time by clicking on Bill of Rights Report Card inside of the LEAP Portal.

Time Measurement. Measurements of time for purposes of calculating eligibility for credit or refund under this Service Level Agreement will be based on completed full minute (60 second) increments not partial minutes, by taking the Outage End Time and subtracting from it the Outage Start Time. By way of example, any fulfillment by MaxRecall of its obligation to complete a task within 10 minutes will be considered fulfilled in a timely manner if completed within 10 minutes and 59 seconds of the event triggering the calculation of the interval.

Minimum Credits. Customer must accrue a minimum amount of \$5.00 in SLA Credits before MaxRecall will apply any such credit. All SLA Credits will be tracked with Customer's account, and MaxRecall will apply the credit when the above-stated minimum is met. No SLA Credits will be applied to any terminated Customer account.

Maximum Credits. Customer's maximum combined credits for any calendar month for any Affected Services shall not exceed the total amount that Customer was charged for those affected Services during that calendar month.

Affected Services Only. SLA Credits are calculated only for the impacted portion of the Services (the exact server(s), cloud instances or tickets that experienced the issue. Credits are never calculated against the fees for an entire account unless all portions of the Services under that account were impacted.

Credit Issue Date. MaxRecall shall issue any SLA Credits due by the last day of the calendar month during which the outage occurred.

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