

MacStadium, Inc.

Service Level Agreement

This Service Level Agreement (“Agreement”) sets forth MacStadium, Inc.’s (“MacStadium”) commitments regarding Service availability and Service conditions. If expressly set forth and incorporated by an ordering document or other document that incorporates this Agreement (the “Service Order”), MacStadium shall provide the Services under such Service Order in accordance with this Agreement.

This Agreement is subject to change at MacStadium’s discretion. Your continued access to or use of the Services following notice of a revised Service Level Agreement shall constitute your acceptance of the Service Level Agreement.

For the purposes of this Agreement, “you” and “your” refers to the individual or entity that has ordered Services from MacStadium by executing an Service Order that accompanies and incorporates this Agreement. Capitalized terms not defined herein shall have their corresponding meanings set forth in the Terms of Service.

1. SERVICE AVAILABILITY.

MacStadium shall use commercially reasonable efforts to ensure its infrastructure will have the availability set forth below (including as set forth in Exhibit A), except to the extent that you and MacStadium agree otherwise. MacStadium recommends the placement of servers in two or more data centers as a preventative measure against the failure of a single data center. If a data center’s actual availability is less than the applicable availability set forth below or in your Service Order, your sole remedy will be the corresponding financial credits (“Service Credits”) provided in this Agreement. “Unavailable” and “Non-Compliance” shall have the meanings given to them with respect to each applicable service level.

1.1 Redundant Power Service.

- a. *Redundant Power Service Level.* Each twelve (12) month period, MacStadium will have at least 99.999% availability for Redundant Power Services, during which Redundant Power Services will be Unavailable no more than five (5) minutes per cabinet (“Redundant Power Threshold”). For the purposes of this paragraph, a Redundant Power Service is considered Unavailable when a functioning cabinet that includes client-provided automatic failover capability is powered by two (2) power circuits from different power busses, and both power circuits experience a simultaneous interruption in electrical power such that the cabinet experiences an interruption in electrical power.
- b. *Redundant Power Service Credit.* If Unavailability exceeds the Redundant Power Threshold, you will be entitled to a Service Credit equal to 1/30th of the Monthly Recurring Charges (“MRC”) for the affected power circuits and licensed space MRC for the cabinet attached thereto (“Loaded Cabinet MRC”). Further, you will be entitled to an additional Service Credit equal to 1/30th of the Loaded Cabinet MRC for the affected loaded cabinet for every full hour of Unavailability beyond the Redundant Power Threshold.

1.2 Non-Redundant Power Service.

- a. *Non-Redundant Power Service Level.* Each twelve (12) month period, MacStadium will have at least 99.99% availability for Non-Redundant Power Services, during which Non-Redundant Power Services will be Unavailable no more than fifty-two (52) minutes per cabinet (“Non-Redundant Power Threshold”). For the purposes of this paragraph, a Non-Redundant Power

Service is considered Unavailable when a functioning cabinet is powered by one (1) power circuit, and the power circuit experiences an interruption in electrical power such that the cabinet experiences an interruption in electrical power.

- b. *Non-Redundant Power Service Credit.* If Unavailability exceeds the Non-Redundant Power Threshold, you will be entitled to a Service Credit equal to 1/30th of the Loaded Cabinet MRC for the affected loaded cabinet. Further, you will be entitled to an additional Service Credit equal to 1/30th of Loaded Cabinet MRC for the affected loaded cabinet for every full hour of Unavailability beyond the Non-Redundant Power Threshold.

1.3 Cross-Connect Service.

- a. *Cross Connect Service Level.* Each twelve (12) month period, MacStadium will have at least 99.99% availability for Cross-Connect Services, during which Cross-Connect Services will be Unavailable no more than fifty-two (52) minutes per Cross-Connect (“Cross-Connect Threshold”). A Cross-Connect is considered Unavailable when the passive physical media that MacStadium 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.
- b. *Cross-Connect Service Credit.* If Cross- Connect Unavailability exceeds the Cross-Connect Threshold, you will be entitled to a Service Credit equal to the MRC for the affected Cross-Connect.

1.4 Network Service.

- a. *Network Service Level.* Each twelve (12) month period, MacStadium will have at least 99.999% availability for TCP/IP enabled Network Services, if applicable, during which Network Services will be Unavailable no more than five (5) minutes per Customer agreement outside of scheduled and emergency maintenance (“Network Services Threshold”). For the purposes of this paragraph, Network Services are considered Unavailable when access to MacStadium’s Cloud service is unavailable due to the failure of MacStadium’s TCP/IP Network Infrastructure including both private and public Internet connectivity.
- b. *Service Credit.* If Network Service Unavailability exceeds the Network Services Threshold, you will be entitled to a Service Credit equal to 1/30th of the MRC for the affected hosting or Network Services.

1.5 Private Cloud Service.

- c. *Private Cloud Service Level.* Each twelve (12) month period, MacStadium will have at least 99.999% availability for Private Cloud Services, if applicable, during which Private Cloud Services will be Unavailable no more than five (5) minutes per Customer agreement outside of scheduled and emergency maintenance (“Cloud Services Threshold”). For the purposes of this paragraph, Cloud Services are considered Unavailable when access to MacStadium’s Cloud service is unavailable due to the failure of MacStadium’s Cloud infrastructure or systems including servers, SAN storage, security, and virtualization systems.
- d. *Service Credit.* If Cloud Service Unavailability exceeds the Cloud Services Threshold, you will be entitled to a Service Credit equal to 1/30th of the MRC for the affected Cloud Services.

2. MAINTENANCE

As provided in MacStadium’s Terms of Service, MacStadium reserves the right to perform maintenance from time to time in the methods set forth below.

- 3.1 Scheduled Maintenance. Unless otherwise stated in the applicable Service Order, MacStadium shall perform scheduled maintenance from time to time. MacStadium shall notify you by email of all maintenance scheduled to take place at least seventy-two (72) hours in advance (“Scheduled Maintenance”). Scheduled Maintenance shall not cause a loss of availability of the Services unless necessary to complete the Scheduled Maintenance. MacStadium shall use reasonable efforts to ensure any loss of availability of Services arising from Scheduled Maintenance is limited to the shortest period of time practical.
- 3.2 Emergency Maintenance. MacStadium may perform emergency maintenance, including the installation of critical patches, as needed and without prior notice, but shall use reasonable efforts to notify you within four (4) hours of initiating any such emergency maintenance. Emergency maintenance will not cause a loss of availability of the Services unless it is beyond the reasonable control of MacStadium.
- 3.3 All Maintenance. MacStadium will use reasonable efforts, with equitable consideration to its other clients, to ensure that maintenance is completed as quickly as practical. MacStadium has the right to install patches that address security vulnerabilities. MacStadium will not be liable for any inability, delay, failure or mistake in identifying the need for a security upgrade or patch, or for the implementation of any security upgrade or patch. MacStadium will use reasonable efforts to coordinate with you for the application of noncritical patches as they are released by vendors.

3. NOTIFICATION AND RESPONSE TIME

In the event of an incident that leads to the Unavailability of the above service levels or the Non-Compliance with an above service condition, you shall notify MacStadium immediately so as to reduce any periods of Unavailability or Non-Compliance. Under this Agreement, Unavailability and Non-Compliance shall not include Unavailability and Non-Compliance not reported by you within five (5) business days of the day the Unavailability and Non-Compliance first began. Upon receipt from you of a notification of an incident that leads to the unavailability or non-compliance of the above service availability, MacStadium will respond to the incident in the shortest time feasible so as to reduce any periods of Unavailability or Non-Compliance.

4. REQUEST FOR SERVICE CREDIT

You MUST request a Service Credit from MacStadium in writing at the appropriate contact specified in this Agreement within seven (7) days after the incident entitling you to a Service Credit has been remedied. If you do not request a Service Credit in this manner, you WILL NOT be entitled to a Service Credit.

5. EXCLUSIONS.

Unavailability and Non-Compliance do not include Unavailability or Non-Compliance caused by: (a) Scheduled or Emergency Maintenance or a suspension of Services; (b) your or a User’s content related other than to scalability or volume; (c) the incompatibility of any operating system, application or vendor supplied security patches with your or a User’s data or content; (d) your or your agents acts or omissions, including all of your or a third party’s testing of the servers; (e) your or your representatives’ equipment, actions or inactions; (f) the failure of servers or services outside of a data center on which the Services are dependent, including, but not limited to, inaccessibility on the Internet that is not caused by MacStadium’s network or network providers; (g) MacStadium’s blocking of content that MacStadium deems in its sole discretion to be in violation of the Acceptable Use Policy; (h) hardware downtime for hardware not hosted in MacStadium data centers; (i) a force majeure such as an act of God, act of war, act of terrorism, fire, flood, earthquake, hurricane, typhoon, tsunami, volcanic eruption or other natural disaster, riot or civil unrest, labor strikes or other labor actions, official Service Orders from judicial, law or civil authorities, and any other circumstances, events, actions, or

inactions not in MacStadium's reasonable control; (j) a denial of service attack or unauthorized access (i.e., hacking); (k) your failure to meet the terms and conditions of this Agreement; (l) co-located devices; (m) downtime not reported by you within five (5) business days of the day the downtime first began; (n) time required to format or reformat disks or a RAID array; (o) time required to load, reload, configure or reconfigure an operating system; (p) time required to load, reload, configure or reconfigure applications; (q) time required to restore from backup; and (r) your failure to provide accurate and current contact information for the purposes of this Agreement.

6. LIMITATIONS.

The guarantees in this SLA will not apply if: (a) you disable or block (either intentionally or unintentionally) MacStadium's administrative access in any way that prevents MacStadium from performing its obligations; (b) you make any modifications that prohibit a device from rebooting properly; (c) you modify or delete the contents of MacStadium's administrative directories, or disables or modifies any software installed by MacStadium for the purposes of monitoring or server maintenance; (d) you violate the terms of this Agreement; (e) you become ineligible for Service Credits pursuant to any other provision of this Agreement; (f) you fail to provide MacStadium with current and accurate information for the purposes of this Agreement; (g) you fail to request a Service Credit in the manner provided in this Agreement.

7. GENERAL TERMS

Notwithstanding anything to the contrary in this Agreement or any Service Order, the following provisions apply to all Services:

8.1 SOLE REMEDY. IN ALL INSTANCES WHERE SERVICE CREDITS ARE AVAILABLE, SUCH SERVICE CREDITS SHALL BE THE SOLE REMEDY FOR A BREACH OF THIS AGREEMENT RELATING TO THE SUBJECT MATTER COVERED BY SUCH SERVICE CREDIT.

8.2 Maximum Credit. In any calendar month the maximum Service Credit to which you shall be entitled for any service shall NOT exceed one hundred percent (100%) of the MRC for such service.

8.3 Verification. All periods of Unavailability and Non-Compliance must be verified by MacStadium, and approved Service Credits will be applied by MacStadium to the invoice for the month following the month in which the Service Credit was approved. The period of Unavailability or Non-Compliance is measured from your notification to MacStadium of the incident to the time the Unavailability or Non-Compliance has been remedied as confirmed by MacStadium. For avoidance of doubt, MacStadium measures Temperature and Humidity Non-Compliance between three (3) and five (5) feet from the floor and no closer than twelve (12) inches from the cool air intake side of a cabinet.

EXHIBIT A
Service Levels and Credits

Service Level	Unavailable:	Service Credit
Redundant Power Services	More than 5 minutes of unavailability over a 12 month period	<ol style="list-style-type: none"> 1. 1/30th of the Loaded Cabinet MRC for the affected loaded cabinet 2. 1/30th of the Loaded Cabinet MRC for the affected loaded cabinet for every full hour of Unavailability
Non-Redundant Power Services	More than 52 minutes of unavailability over a 12 month period	<ol style="list-style-type: none"> 1. 1/30th of the Loaded Cabinet MRC for the affected loaded cabinet 2. 1/30th of the Loaded Cabinet MRC for the affected loaded cabinet for every full hour of Non-Compliance
Cross-Connect Services	More than 52 minutes of unavailability over a 12 month period	<ol style="list-style-type: none"> 1. The MRC for the affected Cross-Connect
Network Services	More than 5 minutes of unavailability over a 12 month period	<ol style="list-style-type: none"> 1. 1/30th of the MRC for the affected hosting or Network Services
Private Cloud Services	More than 5 minutes of unavailability over a 12 month period	<ol style="list-style-type: none"> 1. 1/30th of the MRC for the affected Cloud Services