

# RapidScale Service Level Notice

## Table of Contents

### Contents

|  |    |
|--|----|
| RapidScale Service Level Notice.....   | 1  |
| Table of Contents .....  | 1  |
| General .....  | 2  |
| Service Availability .....   | 3  |
| Credit Exceptions.....   | 3  |
| Excluded Services .....  | 4  |
| Hosted Services Service Level Agreement .....  | 4  |
| Restore Based Service Level Agreement.....   | 5  |
| Microsoft 365 Services Service Level Agreement .....                                     | 6  |
| Microsoft Voice Services.....  | 8  |
| Skype for Business Online / Microsoft Teams – Calling Plans and Audio Conferencing ..... | 9  |
| Microsoft Teams – Voice Quality.....   | 9  |
| Microsoft Azure Service Level Agreement.....   | 10 |
| Cloud Services Service Level Agreement .....   | 14 |
| SaaS Service Level Agreement .....   | 15 |
| SD-WAN Service Level Agreement .....   | 17 |
| Database Support Services Level Agreement.....   | 17 |
| Managed Detection and Response Services Service Level Agreement .....                    | 18 |
| No Uptime Service Level Agreement.....   | 20 |

## General

This RapidScale Service Level Notice (“**Notice**”) sets forth the respective service level agreements (each a “**Service Level Agreement**” or “**SLA**”) applicable to the respective Services provided to you pursuant to the Agreement. This Notice is subject to and incorporated into the RapidScale Terms and is a part of the Agreement between you and RapidScale.

Terms not defined in this Notice shall have the meaning set forth in the RapidScale Terms.

To the extent that you purchase the Service(s) below, the corresponding service level agreement provided in the table below shall be applicable to your use of the applicable Services. This SLA is aligned with service level agreements provided by respective third-party vendors where available. RapidScale reserves the right to amend this SLA at anytime, with or without notice, including in accordance with any third-party updates. Customer is responsible for reviewing this SLA periodically for any changes.

| Applicable Service Level Agreement        | RapidScale Service                                   | Technology                       |
|---|--|----------------------------------|
| Hosted Services Service Level Agreement   | Desktop as a Service / Infrastructure as a Service   | Citrix Desktop as a Service      |
|   |  | Horizon Desktop as a Service     |
|   | Infrastructure                                       | Cloud Server                     |
|   |  | Fortinet (Virtual)               |
| Restore Based Service Level Agreement     | Backup as a Service / Disaster Recovery as a Service | Veeam Backup                     |
|   |  | Zerto Disaster Recovery          |
| Microsoft Service Level Agreement         | Microsoft 365, Microsoft Voice, Microsoft Azure      | Microsoft 365 Services           |
|   |  | Microsoft Voice Services         |
|   |  | Microsoft Azure Services         |
| Cloud Services                            | Cloud Services (AWS, Azure, Google Cloud)            | Amazon Web Service               |
|   |  | Microsoft Azure Services         |
|   |  | Google Cloud Services            |
| SaaS – Service Level Agreement            | Email Protection / Multi-Factor Authentication       | Mimecast Services                |
|   |  | Duo – Multifactor Authentication |
| Networking                                | SD-WAN   | VeloCloud                        |
|   |  | Fortinet                         |
| Database Support Services Level Agreement |  | n/a                              |
| Managed Detection and Response            | MDR  | Proficio                         |
| No Uptime Service Level Agreement         |  | N-Able                           |
|   |  | Fortinet (Physical)              |
|   |  | Meraki AP & Switches             |

## Service Availability

Unless expressly defined otherwise for a particular Service in an applicable SLA, the following applies with respect to service availability. Service Availability: Actual duration of the unavailability of a Service shall be measured from the issuance of a help-desk case by the RapidScale help desk to the restoration of availability of the affected Service. You will receive a credit equal to the percentage as defined for the respective Service Level Agreement multiplied by the fees due for such affected Service(s) only for the applicable calendar month. In no event will you receive an aggregate credit of more than 50% of the total monthly recurring charges (MRCs) paid or payable to RapidScale by you with respect to an applicable calendar month for the affected Service. In any Calendar month you cannot claim more than one (1) Credit. Credits must be requested by Customer in writing or submitted through RapidScale's Customer Portal within five (5) business days following the end of the month for which the credit is being requested.

## Credit Exceptions

Any unavailability of a Service attributable to the credit exceptions listed in this section shall not count towards the unavailability of an applicable Service for purposes of calculating the uptime availability and the corresponding service credits. These credit exceptions apply to all SLAs. Where an individual SLA defines credit exceptions these will be in addition to these exceptions.

Credits for Services shall not apply where unavailability is attributable to or extended by:

1. Customer's failure to provide RapidScale with accurate current contact information;
2. Lack of Customer resources (physical and / or human resources) where a restore point is on Customer premises; (Restore Based Service Level Agreement Only)
3. Operating system and/or software and/or hardware not on a supported version with the original equipment manufacturer ("OEM") or publisher.
4. Software errors, flaws, glitches, vulnerabilities and/or malware in any Customer application, operating system, firmware, and/or embedded software;
5. Flaws or vulnerabilities in any Customer Content or the incompatibility of any operating system, application, other software or vendor-supplied security patches with any Customer Content;
6. Any software used or installed that is not under vendor support;
7. Denial of service (DOS) attack or attempt, unauthorized access, and any other malicious attempts by thirdparties;
8. Issues attributable your (or your third-party) services, applications, hardware, or software, including, but not limited to, issues resulting from inadequate bandwidth from a third-party provider or Customer;
9. Power outages by equipment that do not include Uninterrupted Power Supplies service;
10. Emergency Maintenance or scheduled maintenance on RapidScale network, or system maintenance, including Customer's failure to participate in any reasonable investigation or to approve necessary Maintenance;
11. Suspension of the Services consistent with the terms of the Agreement;
12. Cabling, infrastructure, on-premises equipment or circuits/transport (between customer's location and RapidScale) provided, owned and/or operated by you;
13. Issues caused by a third party that RapidScale does not control. Including an applicable third-party service provider disabling or terminating the applicable Services or dependent services;
14. Issues caused by your failure to modify your use of a Service after RapidScale has advised you to modify your use of a Service;

15. Acts or omissions by you or your employees, agents, contractors, or vendors, or anyone gaining access to RapidScale’s network by means of your passwords or equipment;
16. Your failure to (i) adhere to any required configurations, (ii) use supported platforms, or (iii) follow the applicable AUP or any applicable third-party terms and conditions, the RapidScale Terms, or the Agreement;
17. Any Service for which payment is not up to date at the time of the unavailability;
18. Force majeure events; and
19. Any unavailability for which a credit has already been issued.

### Pass Through of Third-Party Credits

If a Third-Party Resource issues a credit to RapidScale, then, subject to the Third-Party Terms (as defined in the Agreement) RapidScale will apply a credit to your account for the month following the month in which it receives the credit from Third-Party Resource. As requested, you shall provide RapidScale with all information reasonably necessary for a Third-party Resource to investigate any alleged failure, breach or performance issue. Customer understands and accepts that (a) RapidScale’ may not be able to control or influence credits from Third-Party Resources and (b) Third-Party Resources will issue any credits directly to RapidScale for RapidScale to calculate the credit to award to you. In no event will RapidScale be obligated to issue any credit to you that exceeds the credit that RapidScale actually receives from the Third-Party Resource.

**EXCLUSIVE REMEDIES:** THE CREDITS PROVIDED PURSUANT TO THE RESPECTIVE SERVICE LEVEL AGREEMENTS WILL CONSTITUTE RAPIDSCALE’S SOLE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE TO ACHIEVE THE CORRESPONDING SERVICE LEVEL COMMITMENTS BELOW.

### Excluded Services

The Services in the following table are not currently covered under any SLA or eligible for any Service Credit:

|  |
|--|
| Any software or Service purchased or licensed under a Service Provider Licensing Agreement (SPLA, EA, MSPA, MS Open)   |
| Any software or Service purchased or licensed under Bring Your Own Licensing (BYOL) rules  |
| Any tools used for migration and/or setup of data into a RapidScale Service, including, but not limited to, BitTitan, SkyKick  |
| Any Services procured through a third-party for one-time or occasional use   |
| Secondary Services, which are services that are not considered business critical such as email or desktops. Examples of such Services are backup or monitoring Services. A temporary outage in such Services does not typically affect business operations |
| Any other Service not expressly included in an SLA   |

### Hosted Services Service Level Agreement

RapidScale provides the following service levels based on uptime availability for the RapidScale Hosted Services identified in the General section of the Notice.

**Credit:** You will receive a credit equal to the corresponding percentage below multiplied by the fees due for such affected Service for the applicable calendar month. In no event will you receive an aggregate credit of more than 60% of the total monthly recurring charges (MRCs) paid or payable to RapidScale by you with respect to an applicable calendar month for the applicable Service. Credits must be requested by you in writing within 20 calendar days following the end of the month for which the credit is being requested.

**Standard:** Refers to an architecture with a single point of failure. The Service Level Agreement for availability is 99.5% or 220 minutes of downtime per month.

**High Availability (HA):** Refers to an architecture with two (2) or more points of redundant failure. The Service Level Agreement for availability is 99.9% or 44 minutes of downtime per month.

### Service Availability

| Standard Service (Non-HA)   | Service Credit % of MRC for Affected Service |
|---|--|
| Uptime of 99.5% or higher<br>(less than 220 minutes of downtime)                        | None   |
| Uptime of 99.49% - 99.0%<br>(more than 220 and less than 438 minutes of downtime)       | 10%  |
| Uptime of 98.99% - 97.0%<br>(more than 438.1 and less than 1,296 minutes of downtime)   | 20%  |
| Uptime of 96.99% - 96.0%<br>(more than 1,296.1 and less than 1,728 minutes of downtime) | 30%  |
| Uptime of 95.99% - 95.0%<br>(more than 1,728.1 and less than 2,160 minutes of downtime) | 40%  |
| Uptime of less than 95.0%<br>(more than 2,160 minutes of downtime)                      | 50%  |

| High Availability (HA) Service  | Service Credit % of MRC for Affected Service |
|---|--|
| Uptime of 99.99% or higher<br>(less than 4 minutes 21 seconds of downtime)            | None   |
| Uptime of 99.9% or higher<br>(less than 44 minutes of downtime)                       | 20%  |
| Uptime of 99.5% - 99.89%<br>(more than 44 and less than 220 minutes of downtime)      | 25%  |
| Uptime of 99.49% - 99.0%<br>(more than 220 and less than 438 minutes of downtime)     | 30%  |
| Uptime of 98.99% - 97.0%<br>(more than 438 and less than 1,296 minutes of downtime)   | 35%  |
| Uptime of 96.99% - 96.0%<br>(more than 1,296 and less than 1,728 minutes of downtime) | 40%  |
| Uptime of less than 96.0%<br>(more than 1,728 minutes of downtime)                    | 50%  |

### Restore Based Service Level Agreement

RapidScale provides the following service levels based on restore-time objectives (“RTO”) for RapidScale Restore Based Services identified in the General section of the Notice.

Each RapidScale Restore Based Service is considered a secondary service that attaches to a primary service or solution (either RapidScale hosted or in your on-premises environment). RapidScale shall use commercially reasonable efforts to ensure the RapidScale Restore Based Service is available to you 99.9% of the time or

greater. This does not constitute a promise or commitment of uptime availability or SLA against uptime. Service-level credits for RapidScale Restore Based Services are against the RTOs committed to as part of the Service.

RapidScale provides the following service level for Disaster Recover as a Service based on Severity 1 RTO for Disaster Recovery as a Service against restores to RapidScale Data Centers and for Backup as a Service based on Severity 1 RTO for Backups restored to RapidScale Data Centers. The actual duration of restoration of data shall be measured from the issuance of a help-desk ticket by the RapidScale help desk based on the Customer's individual RTOs per your agreement with RapidScale.

**Credit:** For Disaster Recovery as a Service and Backup as a Service you will receive a credit equal to the corresponding percentage below multiplied by the fees due for such affected Restoration Service for the applicable calendar month. Credits must be requested by you in writing within 60 calendar days following the end of the month for which the credit is being requested.

| Backup as a Service                               |  |
|---|--|
| Restore Time Objective                            | Service Credit % of MRC for Affected Service |
| Greater than 2 Hours and less or equal to 4 Hours | 25%  |
| Greater than 4 Hours                              | 50%  |

| Disaster Recovery as a Service                |  |
|---|--|
| Restore Time Objective                        | Service Credit % of MRC for Affected Service |
| 2 Hours RTO                                   |  |
| Greater than 2 and less or equal to 3 Hours   | 25%  |
| Greater than 3 and less or equal to 4 Hours   | 35%  |
| Greater than 4 hours                          | 50%  |
| 4 Hours RTO                                   |  |
| Greater than 4 and less or equal to 5.5 Hours | 25%  |
| Greater than 5.5 and less or equal to 7 Hours | 35%  |
| Greater than 7 hours                          | 50%  |
| 12 Hours RTO                                  |  |
| Greater than 12 and less or equal to 14 Hours | 25%  |
| Greater than 14 and less or equal to 16 Hours | 35%  |
| Greater than 16 hours                         | 50%  |

## Microsoft 365 Services Service Level Agreement

RapidScale provides the following service levels based on uptime availability for Microsoft 365 Services as defined in the following table:

|                        |                                   |
|------------------------|-----------------------------------|
| Microsoft 365 Services | Exchange Online                   |
|                        | Exchange Online Archiving         |
|                        | Exchange Online Protection        |
|                        | Microsoft Teams                   |
|                        | Microsoft 365 Business            |
|                        | Microsoft 365 Advanced Compliance |
|                        | Microsoft 365 Pro-Plus            |
|                        | Office Online                     |
|                        | OneDrive for Business             |
|                        | Project Online                    |
|                        | SharePoint Online                 |
|                        | Identity as a Service Premium     |

**(1) DEFINITIONS:**

**Exchange Online Downtime:** Any period of time when users are unable to send or receive email with Outlook Web Access. There is no scheduled downtime for this Service.

**Exchange Online Archiving Downtime:** Any period of time when users are unable to access the email messages stored in their archive. There is no scheduled downtime for this Service.

**Exchange Online Protection Downtime:** Any period of time when the network is not able to receive and process email messages. There is no scheduled downtime for this service.

**Microsoft Teams Downtime:** Any period of time when end users are unable to see presence status, conduct instant messaging conversations, or initiate online meetings.<sup>1</sup>

**Microsoft 365 Business Downtime:** Any period of time when Office applications are put into reduced functionality mode due to an issue with Microsoft 365 activation.

**Microsoft 365 Advanced Compliance Downtime:** Any period of time when the Customer Lockbox component of Microsoft 365 Advanced Compliance is put into reduced functionality mode due to an issue with Microsoft 365.

**Microsoft 365 Pro-Plus Downtime:** Any period of time when Office applications are put into reduced functionality mode due to an issue with Microsoft 365 activation.

**Office Online Downtime:** Any period of time when users are unable to use the Service to view and edit any Office document stored on a SharePoint Online site for which they have appropriate permissions.

**OneDrive for Business Downtime:** Any period of time when users are unable to view or edit files stored on their personal OneDrive for Business storage.

**Project Online Downtime:** Any period of time when users are unable to read or write any portion of a SharePoint Online site collection with Project Web App for which they have appropriate permissions.

**SharePoint Online Downtime:** Any period of time when users are unable to read or write any portion of a SharePoint Online site collection for which they have appropriate permissions.

**Identity as a Service Premium:** Any period of time when users are unable to authenticate and they have the appropriate permissions.

<sup>1</sup> Online meeting functionality applicable only to users licensed for the Skype for Business Online Plan 2 Service.

**Monthly Uptime Percentage:** The Monthly Uptime Percentage is calculated using the following formula:

(2) **SERVICE DOWNTIME**

$$\frac{\text{User Minutes} - \text{User Minutes Downtime}}{\text{User minutes}} \times 100$$

where Downtime is measured in user minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each incident that occurs during that month multiplied by the number of users impacted by that Incident.

(3) **SERVICE CREDIT**

| Monthly Uptime Percentage | Service Credit% of MRC for Affected Service |
|---------------------------|---|
| Less than 99.9%           | 25%   |
| Less than 99%             | 35%   |
| Less than 95%             | 50%   |

**Microsoft Voice Services**

RapidScale provides the following service levels based on uptime availability for Microsoft Voice Services as defined in the following table:

Microsoft 365 Voice Services Table:

|                     |  |
|---------------------|--|
| Microsoft 365 Voice | Skype for Business Online                              |
|                     | Microsoft Teams – Calling Plans and Audio Conferencing |
|                     | Microsoft Teams – Voice Quality                        |

## Skype for Business Online / Microsoft Teams – Calling Plans and Audio Conferencing

### (1) DEFINITIONS

**Skype for Business Downtime:** Any period of time when end users are unable to see presence status, conduct instant messaging conversations, or initiate online meetings.<sup>2</sup>

**Microsoft Teams – Calling Plans and Audio Conferencing Downtime:** Any period of time when end users are unable to initiate a PSTN call or unable to dial into conference audio via the PSTN.

<sup>1</sup> Online meeting functionality applicable only to Skype for Business Online Plan 2 Service.

**Monthly Uptime Percentage:** The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each incident that occurs during that month multiplied by the number of users impacted by that incident.

### (2) SERVICE CREDIT (Skype for Business / Microsoft Teams – Calling Plans and Audio Conferencing)

| Monthly Uptime Percentage | Service Credit% of MRC for Affected Service |
|---------------------------|---|
| Less than 99.9%           | 25%   |
| Less than 99%             | 50%   |
| Less than 95%             | 100%  |

### Microsoft Teams – Voice Quality

These service levels only apply to any eligible call placed by any voice service user within the subscription (enabled for making any type of call VOIP or PSTN).

### (3) ADDITIONAL DEFINITIONS

“**Eligible Call**” is a Microsoft Teams-placed call (within a subscription) that meets both conditions below:

- The call was placed from a Microsoft Teams Certified IP Desk phones on wired ethernet
- Packet loss, jitter and latency issues on the call were due to networks managed by Microsoft.
- Calls were placed using Microsoft Phone System, Microsoft Calling plans.

“**Total Calls**” is the total number of Eligible Calls

“**Poor Quality Calls**” is the total number of Eligible Calls that are classified as poor based on numerous factors that could impact call quality in the networks managed by Microsoft. While the current Poor Call classifier is built primarily on network parameters like RTT (Roundtrip Time), packet loss rate, jitter and packet loss-delay concealment factors, it is dynamic and continually updated based on new learnings from analysis using millions

of Skype, Skype for Business, and Microsoft Teams calls and evolution of devices, algorithms and end-user ratings.

**Monthly Good Call Rate:** The Monthly Good Call Rate is calculated using the following formula:

$$\frac{\text{Total Calls} - \text{Poor Quality Calls}}{\text{Total Calls}} \times 100$$

**(4) SERVICE CREDIT**

| Monthly Good Call Rate | Service Credit% of MRC for Affected Service |
|------------------------|---|
| Less than 99.9%        | 25%   |
| Less than 99%          | 50%   |
| Less than 95%          | 100%  |

**Microsoft Azure Service Level Agreement**

RapidScale provides the following service levels based on uptime availability for Microsoft Azure Cloud Services as defined in the following table:

|                 |   |
|-----------------|---|
| Microsoft Azure | Virtual machine single instance with 11Standard HDD manage disk |
|                 | Storage Account LRS GRS and ZRS (Cool and Archived)             |
|                 | Virtual machine Single instance with Standard SSD               |
|                 | Azure Backup  |
|                 | Azure DevOps  |
|                 | Azure Monitor   |
|                 | Virtual Machines Premium Storage                                |
|                 | Virtual machine Single instance with Premium SSD                |
|                 | Manage Disk Cool Archive GRS                                    |
|                 | Storage Account RA-GRS Cool and Archive Tier                    |
|                 | Storage Account LRS GRS and ZRS                                 |
|                 | Azure ExpressRoute  |
|                 | Azure Firewall  |
|                 | Virtual machines 2 in availability set                          |
|                 | Event Hubs  |
|                 | BPN Standard High Performance                                   |

|  |
|--|
| Azure Active Directory Basic and Premium |
| Azure NetApp files                       |
| Azure SQL Database Basic / Standard      |
| Azure SQL Managed Instance               |
| Azure VNet NAT                           |
| Manage Disks Hot GRS                     |
| Storage Accounts RA-GRS                  |

**(1) DEFINITIONS**

**Azure Virtual Machine:** Any period of time when users are unable to access virtual machines per Azure Logs.

**Azure Firewalls:** Any period of time when users are unable to access Azure Firewalls per Azure Logs.

**Azure Storage:** Any period of time when users are unable to read or write to Azure storage per Azure Logs.

**Azure Database:** Any period of time when users are unable to read or write to Azure database storage per Azure Logs.

**(2) SERVICE DOWNTIME**

Service Downtime for the Azure Services is calculated as follows, on a Service-by-Service basis:

$$\frac{\text{User minutes-Downtime}}{\text{User minutes}} \times 100$$

where Downtime is measured in user minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each incident that occurs during that month multiplied by the number of users impacted by that Incident.

**(3) SERVICE CREDIT**

The service credit for the following Azure Services:

|   |
|---|
| Virtual machine single instance with 12Standard HDD manage disk |
|---|

Is as follows:

| Monthly Uptime Percentage | Service Credit % of MRC for Affected Service |
|---------------------------|--|
| Less than 95%             | 25%  |
| Less than 93.5%           | 35%  |
| Less than 92%             | 50%  |

The service credit for the following Azure Services:

|   |
|---|
| Storage Account LRS GRS and ZRS (Cool and Archived) |
|---|

Is as follows:

| Monthly Uptime Percentage | Service Credit % of MRC for Affected Service |
|---------------------------|--|
| Less than 99%             | 25%  |
| Less than 97.5%           | 35%  |
| Less than 96%             | 50%  |

The service credit for the following Azure Services:

|   |
|---|
| Virtual machine Single instance with Standard SSD |
|---|

Is as follows:

| Monthly Uptime Percentage | Service Credit % of MRC for Affected Service |
|---------------------------|--|
| Less than 99.5%           | 25%  |
| Less than 98%             | 35%  |
| Less than 96.5%           | 50%  |

The service credit for the following Azure Services:

|  |
|--|
| Azure Backup                                     |
| Azure DevOps                                     |
| Azure Monitor                                    |
| Virtual Machines Premium Storage                 |
| Virtual machine Single instance with Premium SSD |
| Manage Disk Cool Archive GRS                     |
| Storage Account RA-GRS Cool and Archive Tier     |
| Storage Account LRS GRS and ZRS                  |

Is as follows:

| Monthly Uptime Percentage | Service Credit % of MRC for Affected Service |
|---------------------------|--|
| Less than 99.9%           | 25%  |
| Less than 98.4%           | 35%  |
| Less than 96.9%           | 50%  |

The service credit for the following Azure Services:

|  |
|--|
| Azure ExpressRoute                     |
| Azure Firewall                         |
| Virtual machines 2 in availability set |
| Event Hubs                             |
| BPN Standard High Performance          |

Is as follows:

| Monthly Uptime Percentage | Service Credit % of MRC for Affected Service |
|---------------------------|--|
| Less than 99.95%          | 25%  |
| Less than 98.45%          | 35%  |
| Less than 96.95%          | 50%  |

The service credit for the following Azure Services:

|  |
|--|
| Azure Active Directory Basic and Premium |
| Azure NetApp files                       |
| Azure SQL Database Basic / Standard      |
| Azure SQL Managed Instance               |
| Azure Vnet NAT                           |
| Manage Disks Hot GRS                     |
| Storage Accounts RA-GRS                  |

Is as follows:

| Monthly Uptime Percentage | Service Credit % of MRC for Affected Service |
|---------------------------|--|
| Less than 99.99%          | 25%  |
| Less than 98.49%          | 35%  |
| Less than 96.99%          | 50%  |

## Cloud Services Service Level Agreement

RapidScale provides the following service levels based on Outage Percentages for the Cloud Services identified in the General section of the Notice.

### (1) DEFINITIONS

**"Cloud"** for the purpose of this document Cloud refers to services RapidScale provides Services Levels Agreements against, specifically, Amazon Web Services ("AWS"), Azure Services ("Azure"), and Google Cloud Services ("Google Cloud"). "Cloud" for the purpose of this document Cloud refers to services RapidScale provides Services Levels Agreements against, specifically, Amazon Web Services ("AWS") and Azure Services ("Azure").

**"AZ"** means Availability Zone meaning an isolated location within an Amazon or, as applicable, Azure region from which Amazon Web Services or, as applicable, Azure services are engineered to be isolated from failures.

**"Remote Failover Solution"** means Cloud Infrastructure that is configured to failover from a primary AZ to a secondary AZ that has sufficient resources to independently run all applications in the Cloud Infrastructure under full load and that has been tested by RapidScale for reliability. RapidScale recommends the use of primary and secondary AZs that are each located in a different Amazon or, as applicable, Azure region.

**"Cloud Infrastructure"** means a Customer's computing environment (including, without limitation, the virtual computing resources that Client uses such as, servers, software components, networking components, storage components, bandwidth connections and third-party resources).

**"Outage"** means an Amazon Web Services or, as applicable, Azure service application that is not available to perform its required function.

**"Outage Percentage"** is the total number of minutes that AWS, Google Cloud or, as applicable, Azure is confirmed as down, or unavailable, and potentially eligible for a Credit. The calculation for Outage Percentage in a given month is as follows:

$$\text{Outage (minutes)}$$


---


$$43,800$$

### (2) SERVICE AVAILABILITY

If a high availability Amazon Web Services, Google Cloud or, as applicable, Azure service application that has been successfully configured and tested for a Remote Failover Solution experiences an Outage, you will, subject to the terms herein, and be eligible for a service credit, that is calculated by multiplying (i) the Cloud Services fee for the affected Cloud Service set forth in the invoice for the month in which the Outage was experienced by (ii) the Outage Percentage (the **"Credit"**).

**Example:** where AWS Cloud Service Fee = \$10,000, and outage = 4'000 minutes.

$$\text{Cloud Service Fees} \times \frac{\text{Outage (minutes)}}{43,800}$$

$$\$10,000 \times (4000 \text{ divided by } 43,800)$$

$$\$10,000 \times .091 = \$910 \text{ Credit}$$

Credits must be submitted within five (5) business days following the first day on which the events giving rise to the request for such Credits first occurred. RapidScale shall use reasonable efforts to respond to all such credit requests within thirty (30) days of receipt of the same. Third-Party Resource fees are excluded from any

calculation for a Credit. The maximum combined amount of all Credits earned in a given calendar month may not exceed the fee for the affected Cloud Services in the calendar month in which the Credits are awarded. Customer is not entitled to and hereby waives any excess Credits that would be available if not for this limitation and Credits do not rollover from month to month.

**(3) CREDIT EXCEPTIONS FOR CLOUD SERVICES**

Credits for Cloud Services shall not apply where an Outage is is attributable to or extended by:

1. The failure of servers or services outside of an AZ on which the Cloud Infrastructure is dependent, including, but not limited to, inaccessibility on the Internet that is not caused by RapidScale’s network;
2. Your use of any resources with the Cloud Infrastructure that is not included on a Service Order or purchased through a RapidScale-linked account;
3. The disabling (either intentionally or unintentionally) of RapidScale’ administrative access to the Cloud Infrastructure or Public Cloud Infrastructure;
4. Time required to restore from backup (if applicable);
5. The modification or deletion of RapidScale’s administrative directories or any software installed by RapidScale for security, monitoring or Maintenance purposes;
6. Any modifications made by Customer to the Cloud Infrastructure;
7. A Customer-defined response procedures or any manual failover (up to one hour) that results in Cloud outage minutes;
8. Full or partial Outage caused directly or indirectly by any non-redundant component or aspect of Cloud Infrastructure;
9. In a case where Cloud Infrastructure configuration includes a Remote Failover Solution, the Outage is caused by an outage or other event that adversely affects the availability or performance of any Third-Party Resource in both the primary and secondary AZs; and
10. Failure of Servers outside of an AZ on which the Cloud Infrastructure is dependent.

**SaaS Service Level Agreement**

**(1) Mimecast**

- a. **Service.** RapidScale provides the following service levels based on Service Availability SaaS Services identified in the following table:

|                  |          |
|------------------|----------|
| Email Protection | Mimecast |
|------------------|----------|

- b. **Terms.**

**False Negative:** means a spam email which is not identified as spam by the Service.

**False Positive:** means a legitimate email incorrectly identified as spam by the Service. Emails which do not constitute business email, emails sent from a compromised machine, emails sent from a machine on a third-party block list, or where the senders mail server does not fully comply with SMTP standards as defined in RFC 2821 & 2822 shall not constitute as false positives.

**c. Service Availability.**

“Service Availability” is defined as SMTP messages delivered to and from host servers. If Service Availability to you is calculated to be below 100% in any given calendar month, you will be eligible for a credit for the month in which the non-availability occurred as follows:

| Service Availability in a Given Calendar Month | Service Credit % of MRC for Affected Service |
|--|--|
| Less than 100% but more than 99%               | 10%  |
| Less than 99% but more than 98%                | 20%  |
| Less than 98% but more than 97%                | 30%  |
| Less than 97% but more than 96%                | 40%  |
| Less than 96%                                  | 50%  |

**(2) Duo Services**

a. **Service:** RapidScale provides the following service levels based on Service Availability SaaS Services identified in the following table:

|                             |     |
|-----------------------------|-----|
| Multi-Factor Authentication | Duo |
|-----------------------------|-----|

**b. Terms:**

**Downtime** means when there is more than a five percent user error rate across all of a Customer’s users. Downtime is measured based on server-side error rate.

**Service** means the Duo Security multi-factor authentication service.

**Monthly Uptime Percentage** means total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.

**Service Credit** means the number of days of Service to be added to the end of the Service term per the Service Availability table defined below.

**c. Service Availability.**

Downtime is defined as % availability in a given calendar month. If the Service availability is calculated to be below 100% in any given calendar month, you will be eligible for a credit for the month in which the non-availability occurred as follows:

| Service Availability in a Given Calendar Month                  | Days Credited |
|---|---------------|
| Less than 99.95% and greater than 99.9% (Duo Care premium only) | 3             |
| Less than 99.9% and greater than 99.0%                          | 3             |
| Less than 99.0% and greater than 95.0%                          | 7             |
| Less than 95.0%   | 15            |

## SD-WAN Service Level Agreement

RapidScale provides the following service levels based on Monthly Uptime Percentage for the SD-WAN Services identified in the General section of the Notice.

### (1) Terms

**Monthly Uptime Percentage** means total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.

### (2) Service Availability

If the Service availability as calculated by Monthly Uptime percentage is below the service level for a particular configuration, you will be eligible to receive a credit for the month in which the non-availability occurred as follows:

| Configuration  | Monthly Uptime Percentage in a Given Calendar Month | Service Credit % of MRC for the Affected Service |
|--|---|--|
| SD-WAN Only  | No SLA  | 0%   |
| SD-WAN + Cox Business Provided Carrier Services              | Less than 99.75%                                    | 35%  |
| SD-WAN + LTE Backup  | Less than 99.9%                                     | 35%  |
| SD-WAN + Cox Business Provided Carrier Services + LTE Backup | Less than 99.99%                                    | 50%  |

## Database Support Services Level Agreement

RapidScale provides the following service level based for Database Support Services. Credits must be requested by you within 60 calendar days following the end of the month for which the credit is being requested. RapidScale does not provide a service level against time to resolve for helpdesk cases, only Initial Response per our Published Response Times. Credits are prorated for the portion of the Service for which support is provided.

For Priority 1 outages that last more than 14 calendar days, RapidScale will add an additional Enterprise Customer Project Manager “ECPM” to the account to assist with remediation until the issues are resolved. Following a Priority 1 incident RapidScale will conduct a Root Cause Analysis “RCA” within 7 days and present any findings to the Customer.

- (1) **Time to Respond** – Regardless of whether RapidScale helpdesk cases are submitted by Phone, Email or Portal, RapidScale provides an initial response time (“**Response Time Goals**”) based on the table below:

| Priority  | Response Time (Hours, Mins) | Resolution Time (SLOs)             |
|---|-----------------------------|------------------------------------|
| P4 (Priority 4) – Add Printer, Add User, Change User Based Settings                                       | 24 Hours <sup>1</sup>       | 5 Business Days Target Resolution  |
| P3 (Priority 3) – Individual User Service Affected, Unable to Perform Duties                              | 8 Hours                     | 2 Business Days Target Resolution  |
| P2 (Priority 2) – Isolated Platform / Service Affected (Single Service, or VM) affecting subset of users. | 30 Minutes                  | 8 Business Hours Target Resolution |
| P1 (Priority 1) – All RapidScale Services Offline or Deprecated, (Affecting Large base of users)          | 15 Minutes                  | 4 Hour Target Resolution           |

## (2) Credit Exceptions

1. Invalid / missing contact information.
2. Customer inaccessibility.

## (3) Terms

**Response Time** means the number of minutes / hours beyond the published response time for each severity level of helpdesk case.

**Initial Response** refers to a response from Rapidscale via email or phone back to a Customer Contact from a helpdesk case initiated via email or portal. Helpdesk case initiated via phone do not require an Initial Response.

## (4) Service Credit

The table below defines the service credit based on a per incident basis where RapidScale fails to meet the Response Time Goal:

| Response Level | Service Credit for Affected Service (per incident) |
|----------------|--|
| Priority 1     | \$200  |
| Priority 2     | \$100  |
| Priority 3     | \$50   |
| Priority 4     | N/A  |

## Managed Detection and Response Services Service Level Agreement

RapidScale provides the following service levels based on Response Time and/or Service Availability for Managed Detection and Response Services identified in the General section of the Notice.

### (1) Credit Exceptions

Credits for Managed Detection and Response Services shall not apply where Downtime is attributable to or extended by:

- Partner, Third Party Resource, or End-User System outages
- Log data corruption caused by Partner or End User
- Non-Proficio Services and Platform connection interruptions, or outages of services
- Documented denied access to Services (including Partner or End User delays with onboarding support or insufficient responses to tickets assigned to Partner)
- Partner or End User requests or instructions outside the scope of Services contemplated hereunder that cause the SLA failure

- SLA deviations during the first 3 calendar months for each new End User (“ramp up period”)

**(2) Terms**

“ProSOC MDR Services” includes SOCaaS, SIEM, SOAR, MDR, and, if purchased, All Active Defense Response Services.

“Response Time Goals” means as set forth in the following table:

| Priority | Definition   | Mean Time <sup>^</sup> to Detection and Response * |
|----------|--|--|
| Critical | Infrastructure outage, immediate threat, data exfiltration, confirmed breach or configuration changes impacting service delivery.  | 1 Hour   |
| High     | Evidence of previous breach or unconfirmed potential breach. Detected malware or lateral movement. Configuration changes for urgent infrastructure needs. Configuration changes not immediately impacting service delivery | 2 Hours  |
| Medium   | Potential malicious behavior requiring follow-up or additional information. Configuration changes not immediately impacting service delivery   | 4 Hours  |
| Low      | Non-priority questions or concerns such as process, documentation, or reporting requests. Non-urgent configuration requests.   | 12 Hours   |

<sup>^</sup>Mean Time means the average time to detect and respond across the total number of alerts for each Priority level on a monthly basis  
<sup>\*</sup>Detection and Response: From when the alert is received through security monitoring to the ITSM Portal, Proficio has: (i) detected a security event; (ii) fully investigated the event, (iii) the Partner is notified for incident response with possible recommended resolutions and (iv) Proficio has completed Response Containment, when Response Containment is applicable.

“Response Containment” means to contain, block, or disrupt an attack or compromise.

“Monthly Uptime Percentage” means total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month. The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each incident that occurs during that month multiplied by the number of users impacted by that Incident.

**(3) Response Time Credit**

The table below defines the Service Credit based on a per incident basis where RapidScale fails to meet the Response Time Goals.

| Service Availability in a Given Calendar Month | Service Credit % of MRC for Affected Service         |
|--|--|
| Exceeds 30 minutes but less than 60 minutes    | 15% of Affected End-Users Monthly Subscriptions Fees |
| Exceeds 60 minutes but less than 90 minutes    | 25% of Affected End-Users Monthly Subscriptions Fees |
| Exceeds 90 minutes                             | 35% of Affected End-Users Monthly Subscriptions Fees |

#### (4) Availability Credit

The table below defines the Service Credit based Monthly-Uptime Percentage where RapidScale fails to meet the specified Service Availability.

| Managed Detection and Response Ticketing System Availability                       | Service Credit % of MRC for Affected Service |
|--|--|
| Uptime of 99.9% or higher (less than 44 minutes of downtime)                       | 0%   |
| Uptime of 99.5% - 99.89% (More than 44 and less than 220 minutes of downtime)      | 10%  |
| Uptime of 99.49% - 99.0% (More than 220 and less than 438 minutes of downtime)     | 20%  |
| Uptime of 98.99% - 97.0% (More than 438 and less than 1,296 minutes of downtime)   | 30%  |
| Uptime of 96.99% - 96.0% (More than 1,296 and less than 1,728 minutes of downtime) | 40%  |
| Uptime of less than 96.0% (more than 1,728 minutes of downtime)                    | 50%  |

### No Uptime Service Level Agreement

No uptime service level agreement is provided with respect to the RapidScale Services identified in the following table:

|                      |
|----------------------|
| N-Able               |
| Fortinet (Physical)  |
| Meraki AP & Switches |

**N-Able** provides monitoring and limited backup Services, which are not considered as primary to the operation of your business. These Services are considered secondary services that attach to a primary service or solution (either RapidScale provided or in your on-premises environment). RapidScale and N-Able shall use commercially reasonable efforts to ensure Service is available to you 99.9% of the time or greater. This does not constitute a promise or commitment of uptime availability, or a service credit backed Service Level Agreement.

**Support.** Tier I/II support is provided through RapidResponse Support. Please refer to the following RapidResponse Support document for details on the support RapidScale provides: [RapidResponse Support](#).

Vendor additional support is provided directly to RapidScale via escalation through RapidResponse, not directly to you. Such second- tier support is provided 24/7/365.

**Limitations.** RapidScale and Vendor will have no obligation to provide support for problems caused by or arising out of the following: (i) modifications or changes to the Services; (ii) use of the Services not in accordance with the Agreement or documentation; or (iii) third-party products that are not authorized in the Vendor documentation or, for authorized third-party products in the Vendor documentation, problems arising solely from such third-party products.