

CLEARPATH HOSTING, LLC
SERVICE LEVEL AGREEMENT
(March 2015)

This Service Level Agreement ("SLA") is incorporated into and forms a part of the Master Services Agreement ("Agreement") between Clearpath Hosting, LLC ("Clearpath") and Customer. In the event of any conflict between the terms of this SLA and the Agreement, the terms of the Agreement shall supersede and prevail.

1. Service Levels.

- A. Power – if Customer's Order includes collocation, the power availability to the Customer's collocated equipment shall be 100%. If customer equipment is collocated in a shared rack, this SLA will only apply to equipment that is connected to two or more power distribution units (PDUs). If single phase power circuits are delivered, this SLA will apply only to racks which are connected to two separate circuits.
- B. Virtual Servers & Virtual Server Infrastructure – Clearpath's virtual server infrastructure will be available 99.99% of each calendar year, meaning 99.99% of the hours as an average calculated over each calendar year. Virtual servers shall be considered online so long as the memory, CPU reservations, networking and disk space are functioning. Customer shall be responsible for maintaining the operating system. In the event that Customer contacts Clearpath to maintain the operating system, such Operating System shall be excluded from this SLA. Virtual snapshots, (point-in-time copies of Customer's data on the Clearpath system), backups and Virtual Services on customer owned or customer dedicated equipment are excluded from this SLA.
- C. Network - Customer shall be able to transmit and receive information from the Clearpath network to other portions of the Internet without Downtime (as defined herein) 99.99% of the hours as an average calculated over each calendar year. "Downtime" means Customer experiencing sustained packet loss in excess of fifty percent (10%) based on Clearpath's measurements. Clearpath does not proactively monitor the packet loss or transmission latency to the internet of specific customers. Clearpath does, however, proactively monitor the aggregate packet loss and transmission latency within its LAN, WAN and to the Internet. After discovering or being notified by Customer of packet loss in excess of one percent (1%) ("Excess Packet Loss") or transmission latency in excess of 120 milliseconds round- trip time based on Clearpath's measurements ("Latency") between any two routers within the continental United States portion of the network, Clearpath will use commercially reasonable efforts to determine the source of such Excess Packet Loss or Latency and to correct such Excess Packet Loss or Latency to the extent that the source of the Excess Packet Loss or Latency is due to the performance of the Clearpath network.
- D. Disaster Recovery Services - Clearpath will provide disaster recovery services that are available 99.9% of each calendar year, meaning 99.9% of the hours as an average calculated over each calendar year. This includes availability of network services, data storage, and failover virtual machines. This availability includes service functions physical host failover and live migration. Clearpath will make virtual machines available to a customer within four hours of customer opening a ticket for service.
- E. Data Protection Service (DPS) – This service is also called Backup and Recovery Service. DPS will be available 99.9% of each calendar year, meaning 99.9% of the hours as an average calculated over each calendar year. This includes components of the DPS infrastructure such as physical servers, data storage and networking. Start times for scheduled backup will be within 30 minutes of target time. Customer must document target time by submitting ticket to establish start times by virtual machine or physically hosted server.

2. Remedies.

Subject to the SLA Exclusions (as defined below), if Clearpath fails to achieve any of the service levels described in Section 1 above, Customer's remedies shall be as follows:

- A. Power - If Customer's Order includes collocation, in the event of an unscheduled power outage caused by Clearpath, Clearpath will credit Customer's account the pro-rata collocation fees associated with the unscheduled power outage, provided that all such credits will not exceed an aggregate maximum credit of fees otherwise due from Customer for one (1) calendar month for failures in any one (1) calendar month.
- B. Virtual Servers - If Customer experiences more than 52 minutes and 34 seconds of cumulative Downtime within 12 rolling calendar months, then Clearpath will credit Customer's account the pro-rata fees for such Downtime, provided that all such credits will not exceed an aggregate maximum credit of fees otherwise due from Customer for one (1) calendar month for failures in any one (1) calendar month.
- C. Network - If Customer experiences more than 52 minutes and 34 seconds of cumulative Downtime within 12 rolling calendar months, then Clearpath will credit Customer's account the pro-rata fees for such Downtime, provided that all such credits will not exceed an aggregate maximum credit of fees otherwise due from Customer for one (1) calendar month for failures in any one (1) calendar month.
- D. Disaster Recovery Services – If Customer experiences an outage condition as defined by Clearpath's inability to meet commitments outlined in 1.D, then Clearpath will credit Customer's account the pro-rata fees for such Downtime, provided that all such credits will not exceed an aggregate maximum credit of fees otherwise due from Customer for one (1) calendar month for failures in any one (1) calendar month.
- E. Data Protection Service - If Customer experiences an outage condition as defined by Clearpath's inability to meet commitments outlined in 1.E, then Clearpath will credit Customer's account the pro-rata fees for such Downtime, provided that all such credits will not exceed an aggregate maximum credit of fees otherwise due from Customer for one (1) calendar month for failures in any one (1) calendar month.

"Annual Uptime Percentage" is calculated by subtracting from 100% the percentage of 5 minute periods during the Service Year in which Clearpath's Virtual Infrastructure was unavailable as defined in section 4. If Customer has been using Clearpath's Virtual Cloud Service for less than 365 days, your Service Year is still the preceding 365 days but any days prior to Customer's use of the service will be deemed to have had 100% systems unavailability. Any downtime occurring prior to a successful Service Credit claim cannot be used for future claims. Annual Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusion (defined above).

3. SLA Exclusions.

The service levels in this SLA shall not apply to any unavailability, suspension or termination of Clearpath's Services that result from: (i) Clearpath's suspension or termination of the Services pursuant to Section 3 of the Agreement; (ii) factors outside of Clearpath's reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of Clearpath; (iii) any actions or inactions of Customer or any third party; (iv) Customer's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within Clearpath's direct control); (v) failures of individual instances not attributable to Clearpath systems unavailability; or (vi) scheduled maintenance periods, which shall occur not more frequently than once weekly] during the following time windows: [Friday from 11PM to Saturday 6AM and Saturday from 11PM to 6AM] (collectively, the "SLA Exclusions").

Clearpath takes commercially reasonable security precautions, but events directly tied to a security breach are excluded from this SLA.

Clearpath's virtual cloud network is intended for use by Customer as a platform that can be used to operate its computer applications. Even when Clearpath is meeting all obligations and systems are online, the uptime of the applications is subject to a variety of factors which are managed by customers and outside Clearpath's control. Accordingly, Clearpath does not provide an SLA for applications such as the uptime of databases, web servers, email systems, file sharing or other applications and common uses of the system.

4. Customer Must Request Credit.

Customer must notify Clearpath within ten (10) business days from the time Customer becomes eligible to receive a credit under this SLA in order to receive such credit. Failure to comply with this requirement will forfeit Customer's right to receive a credit.

5. Limitations.

If Customer is entitled to multiple credits under this SLA, such credits shall not be cumulative beyond a total of credits for one (1) calendar month in any one (1) calendar month in any event. Clearpath will not apply a credit under Section 2 for any Excess Packet Loss or Latency for which Customer received a credit under Section 3. This SLA states Customer's sole and exclusive remedy for any failure by Clearpath to achieve the service levels described herein, including but not limited to any outages or network congestion. Neither Clearpath's suspension nor modification of Service in accordance with the terms of this SLA, scheduled maintenance, Customer error, Customer equipment malfunction, insufficient bandwidth purchased by Customer to support collocated Service applications, nor denial of service attacks on the network or Customer equipment shall be deemed to be a failure of Clearpath to provide the service levels set forth in this SLA.