

# SERVICE LEVEL AGREEMENT

## AND ESCALATION PROCEDURE & CONTACTS

This Service Level Agreement ("SLA") sets expectations between the parties concerning the levels of Intensive hosting services to be provided by Opus. This SLA is attached to and incorporated by reference into the Service Order signed by Customer and Opus and is subject to all terms and conditions set forth in the Master Customer Agreement ("MCA") referred to therein. Capitalized terms used and not defined herein shall have the meanings given them in the MCA.

### 1 TERMS AND DEFINITIONS

- 1.1 **"Scheduled Customer Maintenance"** includes the installation of hot fixes, service packs, software and software upgrades, pre-failure hardware replacement, hardware upgrades, etc. It also includes shutdowns or reboots that occur in the normal course of maintaining a server. Customer will be notified in advance of a Scheduled Customer Maintenance event unless specifically agreed to otherwise. Notification will take place via email, support ticket, or phone call to Customer's technical contact, or a combination of the above depending upon the nature of the maintenance issue. Notwithstanding anything contained in this SLA to the contrary, remedies in this SLA do not apply to outages which result from Scheduled Customer Maintenance. Customer shall not be entitled to any service credits as a result of Scheduled Customer Maintenance. Opus reserves the right to perform emergency maintenance without notice and without incurring any obligations to provide service credits to Customer under the terms of this SLA if the maintenance is reasonably necessary to maintain the security any of the servers hosted by Opus.
- 1.2 **"MRC"** means the Monthly Recurring Charges for Customer's services.
- 1.3 **"Office Hours", "Business Hours" or "Normal Business Hours"** means 8:00 am until 6:00 pm Pacific Time Monday through Friday, excluding the holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- 1.4 **"Service"** means service or services provided by Opus to the Customer, as defined within the Service Orders
- 1.5 **"Measurement Time Period" or "Month"**. For the purpose of this SLA, all availability calculations shall be based upon an individual calendar month, beginning on the 1<sup>st</sup> day..
- 1.6 **"Maintenance Window"** means a defined time frame within which Opus and/or its vendors may carry out maintenance. Maintenance Windows are scheduled a minimum of 24 hours in advance. The purpose of a Maintenance Window is to perform maintenance activities such as changes or upgrades to shared infrastructure, core routing or switching equipment, or other data center facilities. Notifications of Maintenance Windows are sent via email to all Customer contacts on record. Opus's regular Maintenance Windows occur Wednesday night at midnight and Saturday night at midnight during off-peak hours. Notwithstanding anything contained in this SLA to the contrary, remedies in this SLA do not apply during performance of Maintenance

Windows. Customer shall not be entitled to any service credits as a result of Maintenance Windows.

- 1.7 **“Scheduled Maintenance”** means activities during the maintenance window, announced by Opus at least 24 hours prior to commencement.
- 1.8 **“Customer Equipment”** means equipment that is owned, used and maintained by the Customer or a third party on behalf of Customer.
- 1.9 **“Response Time”** means the period of time between Customer reporting a service issue until the moment Opus actively begins responding to the information reported.
- 1.10 **“Time to Repair”** means the period of between Customer reporting a service issue and moment that the service issue has been resolved.
- 1.11 **“Availability”** means the percentage of time in a month that a service could be utilized.
- 1.12 **“Subscription Service”** means a pre-commitment of RemoteHands or SmartHands block of hours where 15-minute maximum response time and 15-minute billing increments is realized. Pre-committed hours do not rollover month-to-month.

## SUMMARY OF GUARANTEES

SERVICE	SERVICE LEVEL TARGET	INCIDENT	SERVICE CREDIT
Dedicated Server	4 Hour Hardware Replacement	Hardware not replaced within 4 Hours	1 day subscription per hour of downtime (after 4 Hours)
Cloud Hosting	100% Uptime	Cloud Instance 'unavailable' during calendar month	1 day subscription per hour of downtime*
Co-location	100% Uptime	Service 'unavailable' during calendar month	1 day subscription per hour of downtime*
Opus Network	100% Uptime	Network 'unavailable' during calendar month	1 day subscription per hour of downtime*
Telephone Support Response	Response to call within 15 minutes	Failure to respond within 15 minutes	1 day subscription per hour of delay*
Telephone Support – Access to Engineer	Engineer will commence dealing with issue within 1 hour of call logged	Failure to commence within 1 hour	1 day subscription per hour of delay (after 30 minutes)*
Broadcom Support – L3 Escalations	Service Target based on the then published Broadcom SLAs	Failure to commence within Broadcom minutes	No Credit

\* Hour of downtime = hour or part thereof. MRC is the Monthly Recurring Charge for the service, as detailed on the Order Form. 1 day subscription is calculated as the MRC divided by the number of days in the calendar month in which the incident occurs. The maximum Service Credit available in any calendar month is 50% of the MRC excluding any pass through licensing and metered power services.

## 2 COLOCATION GUARANTEES

### 2.1 POWER AVAILABILITY

Power to the outbound port on Customer serving power distribution unit (PDU) is guaranteed to be available 100% of the time in a calendar month.

### 2.2 ENVIRONMENTAL CONTROL

Opus shall use commercially reasonable efforts to maintain cold aisle conditions in the Premises, as measured at two (2) to five (5) feet above the floor level, in accordance with the "Recommended Level" set forth in the then-current ASHRAE TC 9.9 (American Society of Heating, Refrigeration and Air-Conditioning Engineers, Technical Committee 9.9) Design Considerations for Datacom Equipment Centers, for Class 1 buildings (the "ASHRAE Standards"), the current version of which is set forth in Table 2.2 below.

**Table 2.2**  
**2008 ASHRAE Environmental Guidelines for Datacom Equipment**

Condition	Allowable Level	Recommended Level
Temperature Control Range	59° F - 90° F	64.4° F - 80.6°F
Maximum temperature rate of change	9° F per hour	
Relative humidity control range	20%-80%	
63° Max Dew point	25%-60%	

ASHRAE TC 9.9 Class 1: Typically a Datacom facility with tightly controlled environmental parameters (dew point, temperature, and relative humidity) and mission critical operations; types of products typically designed for this environment are enterprise servers and storage products.

In the event that:

1. (a) There is a failure of the HVAC system to maintain the Temperature Control Range of the cold aisle within the “Recommended Level” of the then-current ASHRAE Standards, Opus shall make the necessary adjustments to restore the “Recommended Level” conditions within 24 hours of receiving notice of such failure to maintain such conditions, and (b) if such failure is not cured within twenty-four (24) hours after Opus receives notice of such failure, and the failure of Opus to satisfy the applicable commitment level shall not have been caused in whole or in part by any Client Party actions or inactions (including any failure to comply with the Master Customer Agreement, including the AUP, Policies and Procedures), actions or inactions of Client Party’s end users, or a casualty to any portion of the Building despite Opus using diligent efforts to cure the same, an “Environmental SLA Violation” shall be deemed to have occurred and the Client shall have the right to Service Credit as set forth in the Summary of Guarantees Table of this Service Level Agreement, to the extent applicable.
2. Landlord fails to maintain conditions within the then-current ASHRAE Standards “Allowable Level,” in the cold aisle and the failure of Opus to satisfy such conditions shall not have been caused in whole or in part by any Client Party actions or inactions (including any failure to comply with the Master Customer Agreement, including the AUP, Policies and Procedures), actions or inactions of Client Party’s end users, or a casualty to any portion of the Building, an “Environmental SLA Violation” shall be deemed to have occurred and the Client shall have the right to Service Credit as set forth in the Summary of Guarantees Table of this Service Level Agreement, to the extent applicable.

## 2.3 NETWORK AVAILABILITY

Opus's data center network infrastructure is guaranteed to be available 100% of the time in a calendar month. Network infrastructure is defined as the portion of the network extending from the outbound port on the customer cabinet switch to the outbound port on the border router.

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Network Availability is defined as the ability to pass TCP/IP traffic with less than 10% packet loss and less than 50ms latency across the Opus network infrastructure.

### 3 CLOUD HOSTING – VMware® VIRTUAL DEDICATED SERVERS GUARANTEES

- 3.1 Instance Availability. Opus guarantees that Customer's VMware® virtual machine instances will be available 100% of the time.
- 3.2 Storage Availability. Opus Guarantees 100% availability of storage space connected to Customer's VMware® virtual machine instances.

### 4 MANAGED SERVICES GUARANTEES

#### 4.1 DEDICATED SERVER HARDWARE

**Server Hardware Replacement.** Opus guarantees the proper functioning of all hardware components provided by Opus and will replace any failed component at no cost to Customer. Hardware replacement will begin when an Opus technician identifies that a problem exists, and is guaranteed to be complete within four (4) hours. Server Hardware is defined as the processor(s), RAM, hard disk(s), motherboard and NIC card. This guarantee excludes the time required to rebuild a RAID array, reload the operating system, reload and configure applications, and/or restore from backup (if necessary).

**Remedy:** In the event that Opus fails to replace Server Hardware within one hour of problem identification by Opus and such failure directly and adversely affects Customer's hosted configuration, Customer is entitled to a credit in the amount of 5% of the monthly recurring fee for each hour of downtime (up to 50% of customer's monthly recurring fee for the month in which the problem occurs) for the affected components). For purposes of this Remedy, the credits begin to accrue following the first four hours after problem identification.

In the event of a Server Hardware failure, Opus will pay for the replacement piece of the failed SERVER HARDWARE.

#### 4.2 NETWORK DEVICE MANAGEMENT

If Opus manages and maintains any advanced network devices in Customer's configuration, a default device configuration is implemented at the time of initial installation Customer's configuration unless otherwise specified by Customer. Changes to the default configuration must be specifically requested in writing by Customer.

Firewalls are managed and monitored 24/7/365 by Opus. The initial firewall rule-set adheres to a strict "default-deny" policy which means that only a select few TCP/UDP ports are open on the firewall for remote management purposes. The opening of additional ports must be specifically requested in writing by Customer.

Basic, non-emergency configuration changes are guaranteed to be implemented within one (1) business day after receipt of a written request from Customer.

#### 4.3 NETWORK DEVICE AVAILABILITY

**High-Availability Network Devices.** A high-availability network device solution typically requires two (2) devices configured in a fail-over configuration. Devices configured for high availability are guaranteed to be available 100% of the time in a calendar month.

**Remedy:** In the event that Opus fails to maintain 100% availability of network device(s) configured for high-availability and such failure directly and adversely affects Customer's hosted configuration, Opus will refund Customer 5% of the monthly fee for each hour of downtime (up to 50% of Customer's monthly recurring fee for month in which the downtime occurred) for the affected component(s).

**Non-Redundant Network Devices.** In the event of failure of a non-redundant network device (i.e. a device not configured for high availability) which causes an outage in Customer's hosted configuration, the device is guaranteed to be repaired or replaced within eight (8) hours of problem identification by Opus.

**Remedy:** in the event that Opus fails to meet the hardware replacement guarantee for a non-redundant device and such failure directly and adversely affects Customer's hosted configuration, Customer is entitled to a credit in the amount of 5% of the monthly recurring fee for each hour of downtime (up to 50% of customer's monthly recurring fee for the month in which the problem occurs) for the affected component(s).

For purposes of this Remedy, the credits begin to accrue following the first one hour after problem identification.

#### 4.4 STORAGE AREA NETWORK (SAN) AVAILABILITY

Opus has built its SAN infrastructure on storage hardware from HP, a leader in enterprise storage. The SAN is built with redundancy in each component of the SAN infrastructure. The physical storage arrays have RAID 5 or better disk pools, redundant power, redundant connectivity, and cooling systems. The logical disk arrays are constructed using RAID striping technology network based RAID schemes. The storage targets and hosts are connected using trunked and multi-path networking. If there is a SAN failure, Opus will repair the SAN within two (2) hours of the time that the cause of the problem is identified.

**Remedy:** In the event a failure of the SAN causes the Customer's Application to be unavailable, and the failure is not repaired within two (2) hours of the time a Opus technician identifies the cause of the problem, and such failure directly and adversely affects Customer's hosted configuration, Customer is entitled to a credit in the amount of 5% of the monthly recurring fee for the first hour of downtime and 5% for each additional hour of downtime (up to 50% of customer's monthly recurring fee for the month in which the unavailability occurs) for the affected SAN storage.

## 4.5 OPERATING SYSTEM PATCHING

When software vulnerabilities are revealed and addressed by a vendor patch, Opus obtains the patches from the vendor and categorizes the urgency of application as either "critical" or "non-critical" in nature. The determination of the critical/non-critical nature of patches is solely at the discretion of Opus, and Opus shall have no liability with respect to such determination. Opus will conduct testing for patches in its lab and on its internal production environment. Patches will be applied after they have been approved and qualified by Opus technicians. Non-critical patches are typically applied on a monthly basis whereas critical patches are applied on an 'as needed' basis.

Opus will apply any vendor supplied patch to supported software within one (1) business day of receiving a written request from Customer. Patches will be applied with the understanding that the patch has not been fully tested by Opus, and no guarantees are made by Opus as to the outcome of application of such patches. Opus will only apply vendor supplied and vendor supported patches. Customer will be notified via support ticket prior to the application of patches, unless agreed to otherwise.

## 4.6 DATA BACKUP

Opus will only perform backups if Customer purchases the managed backup service. Upon purchase, Opus will schedule, perform, monitor, and maintain Customer data backups.

**Default Backup Policy.** Opus will back up all files and file systems on each server in Customer's configuration included in within paid services. Default backup policy includes full backup of all files to a central disk repository. Data backups are retained onsite for 10 days unless otherwise agreed in writing.

**Database Backups.** Open database files cannot be backed up without the use of a software backup agent. Databases will only be backed up if such a backup software agent specific to Customer's database software is utilized, or if databases are dumped to flat files prior to scheduled backup. By default, if a database agent is not available, databases will be dumped to flat file daily for backup. Opus will not be held responsible for backing up or restoring any open files.

**Remedy:** In the event that Opus fails to perform data backups in accordance with the standards set forth above and such failure directly and adversely affects Customer's hosted configuration, Customer is entitled to a service credit of 5% for the first event, 5% for the second event, and 5% for the third and subsequent events (up to 50% of customer's monthly recurring fee for the month in which the unavailability occurs).

#### 4.7 DATA RESTORATION

**Local Restores.** Opus will initiate restoration of Customer's data within one (1) hour of receipt of Customer's written request. Customer is allowed two (2) free local restoration events per calendar month. Additional restores will be billed at Opus's standard hourly rates.

**Remedy:** In the event that Opus fails to perform data restores in accordance with the standards set forth above, Customer is entitled to a service credit of 5% for the first event, 5% for the second event, and 5% for the third and subsequent events (up to 50% of customer's monthly recurring fee for the month in which the unavailability occurs).

NOTE: Due to the fact that backups are made over a period of hours and are not an instant point-in-time snapshot, a full server restore will likely provide inconsistent results. In the event of a complete server recovery ("full restore"), Opus cannot guarantee that the restore procedure will provide a fully functional operating system and/or application. Opus recommends that a partial restore be used to recover specific files necessary to rebuild a server, rather than performing a full restore. If a full restore is required and requested by Customer, Opus will undertake such restoration with the understanding that it does not guarantee the results. Opus recommends migrating to a new server as soon as possible after a full restore to ensure reliability and proper functionality of the operating system and applications.

#### 4.8 MONITORING

**Availability Monitoring.** Opus will monitor up to ten (10) TCP ports (HTTP, HTTPS, SMTP, POP3, etc.) per server for service availability. General server availability is tested every five minutes via PING.

**Fault Monitoring.** Opus monitors status events on servers and network devices including network availability, process status, file system capacity, and backup success/failure.

**Performance Monitoring.** Opus monitors key performance metrics for operating system (i.e. CPU, RAM, Disk).

#### 4.9 RESPONSE

Response to monitoring alerts and Customer-initiated trouble tickets - When alerted of a potentially critical problem by any monitoring systems, Opus will begin troubleshooting and addressing the problem and will initiate Customer contact via support ticket, telephone call, or both depending upon the severity of the situation or the rules of engagement according to the table below. Customer-initiated trouble tickets will receive responses in the same manner. Customer may choose severity level for each incident and may escalate any issue at any time.

### Priority/Severity Levels and Guaranteed Response Times

PRIORITY/SEVERITY LEVEL	EXAMPLE SITUATION	SUPPORT	RESPONSE
Emergency Users cannot access your server or site	Server, switch or site down.	24x7	Within 15 minutes
Urgent Site effectively down due to severe performance degradation from the public Internet. Server or site functioning improperly or at less than optimal performance	Your server or site is generally accessible and functioning for most users but some portion of application requires troubleshooting	24x7	Within 1 Hour

**Remedy:** In the event that Opus fails to meet the response guarantees set forth above, Customer is entitled to a service credit of 5% for the first event, 5% for the second event, and 5% for the third and subsequent events (up to 50% of customer's monthly recurring fee for the month in which the unavailability occurs).

### RemoteHands & SmartHands SLA

RemoteHands & SmartHands requests are generally accommodated as quickly as possible. Depending on the type of request, Opus targets, but does not guarantee, a maximum response time of 15 minutes for Subscription Service customers Monday through Friday 9:00am to 6:00pm and 1 hour all other times post receipt of the complete service request. A complete request is defined as a request originating from an authorized contact via accepted means, and containing complete instructions as to what actions the Customer wishes the Opus technician to perform. The Customer will be informed via e-mail support ticket of both the receipt of the request, and the completion of the requested work.

## 5. SUPPORT & ESCALATION PROCEDURES AND CONTACTS

### 5.1 Acceptable methods and procedures for initiating non-critical service requests and general technical inquiries/consulting.

- **Support Portal:** <https://hosting.opusinteractive.com/portal/>
- **NMS Portal:** <https://nms.opusinteractive.com>
- **NOC Email:** [support@opusinteractive.com](mailto:support@opusinteractive.com)
- **General Support Line:** 503-972-4000, Option 1

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5.2 Escalation procedures and contacts for urgent/critical (outage or severely impacted performance).

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## 6. Limitations

Customer is limited to a maximum of 50% of the monthly recurring fee for individual affected components. Notwithstanding anything contained in the SLA to the contrary, the maximum total credit for any calendar month shall not exceed 50% of Customer's monthly recurring fee. Any service credits for a particular month to which Customer would have been entitled except for the fact that such service credits exceeded the monthly service credit limitations provided herein shall not be carried over to another month, and Customer shall have no right to receive any such service credits. **SERVICE CREDITS WILL NOT BE GRANTED FOR CUSTOMER DOWNTIME OR OUTAGES RESULTING FROM DENIAL OF SERVICE ATTACKS, VIRUS ATTACKS, HACKING ATTEMPTS, OR ANY OTHER CIRCUMSTANCES THAT ARE NOT WITHIN THE DIRECT CONTROL OF OPUS MANAGED HOSTING.**

Opus utilizes several tools and software products to deliver many of the services described in this SLA. Customers retain complete administrative control over servers at Opus and, therefore, have the capability of removing or disabling these software products on their servers, as well as altering or removing login accounts used by Opus to manage the servers. If Customer disables, removes, or otherwise blocks the functionality of any of the following products from their servers, Opus will not be held responsible for the guarantees set forth in this SLA or providing certain key portions of the service offering if any of the following are removed: VMware client, SNMP Agents, Veeam Agents and R1Soft Backup Agents. Customer is required to notify Opus before disabling any of the services listed above for periods longer than 30 minutes in order to maintain the guarantees set forth in this SLA.

### 6.1 FORCE MAJEURE

If Opus is prevented from carrying out any of its service level undertakings as a result of an act of God, strikes, fire, riot, war (whether declared or not), terrorism, embargoes, export control, international restrictions, shortage of transport facilities, any order of any international authority, any court order, any requirements of any authority or other competent local authority, or any other circumstances whatsoever which are not within the reasonable control of Opus, then Opus will be deemed to have been relieved of the performance of these service level undertakings to the extent that and for so long as it is so prevented from performing, this agreement will be deemed to have been suspended to such extent and for the period concerned.

## 7 CUSTOMER CREDIT REQUESTS

Customers claiming credits or refunds must submit a written request within five (5) business days following the incident for which the credit or refund is claimed to either a) the Opus Account Manager assigned to its account b) by submitting a support ticket through Opus's customer portal at <https://hosting.opusinteractive.com/portal/>, or c) via postal mail to 8135 NE Evergreen Parkway, Suite 1220, Hillsboro, OR 97124. Opus shall contact Customer within two (2) business days to approve the claim or to request additional information to determine cause. If Customer's claim is approved, such credit will appear on Customer's monthly invoice following approval. Credits shall not be granted if Customer is in payment default or in violation of the Acceptable Use Policy when the incident occurs.

## 8 EXCLUSIVE REMEDIES

CUSTOMER'S RIGHT TO RECEIVE SERVICE CREDITS AND REFUNDS AS DESCRIBED IN THIS SLA IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE BY OPUS TO MEET THE GUARANTEES AND WARRANTIES PROVIDED HEREIN.