

Service Level Agreement (SLA)

Infrastructure Services Availability Commitment Scope:

Service Availability Commitment:

CDP, Inc.'s Infrastructure Services Availability Commitment is to have the CDP, Inc. Data Center Infrastructure Components available 100% of the time.

The Infrastructure Components include the power systems, HVAC systems, and the internal network mesh connecting to the Internet for customers that subscribe to redundant internet connections (HSRP).

Service Availability Commitment Process:

If CDP, Inc. determines in its reasonable commercial judgment that the Customer's Service is unavailable due to an outage caused solely by the Infrastructure Components of the service managed exclusively by CDP, Inc., that outage will be used to calculate Service Unavailability for the remedies provided below. Service Unavailability consists of the number of minutes that the CDP, Inc. Infrastructure Components was not available to Customer, resulting in inaccessibility to Customer server, and includes unavailability associated with any maintenance at the CDP, Inc. Data Center in which Customer's equipment is installed other than Planned Maintenance and Planned Emergency Maintenance Events. Service Unavailability will not include any unavailability resulting from (a) any Customer access circuits, (b) Customer's applications, equipment, server hardware and operating system, or other facilities, (c) acts or omissions of Customer, or any use or user of the service authorized by Customer or (d) reasons of Force Majeure (as defined in the applicable service agreement). Hosted Solutions shall report all outages to Customer as soon as they are detected, and shall immediately report when the outage has been remedied.

Service Availability Commitment Remedy:

If CDP, Inc. so determines that the Service Availability does not achieve a cumulative of 100% for any calendar month (based upon an average 30-day month), CDP, Inc., upon Customer's request, will credit Customer's account for such month the pro-rated charges amounting to 1/30th of the Monthly Recurring Fee for that Service. Customer must open a credit request within five days of the incident. Customers will not receive credits for unaffected Services. Customer's account shall not be credited more than once per month under this Service Availability Commitment.

Dedicated Hosting Services Commitment Scope:

Service Availability Commitment Scope:

CDP, Inc.'s Service Availability Commitment is to have Customer's Dedicated Equipment hardware available no less than 99.5% of the time.

Service Availability Commitment Process:

If CDP, Inc. determines in its reasonable commercial judgment that the Dedicated Equipment is unavailable due to an outage caused solely by the items of the Dedicated Equipment managed exclusively by CDP, Inc., that outage will be used to calculate System Unavailability for the remedies provided below. Dedicated Equipment shall be deemed to be unavailable if the Dedicated Equipment is not responding to response requests issued to the Dedicated Equipment's Operating System by Hosted Solutions' monitoring software due to either a failure of the hardware or the Dedicated Equipment operating system software. CDP, Inc.' records and data shall be the basis for all service availability calculations and determinations. Planned Maintenance and Planned Emergency Maintenance Events shall not be deemed to be Dedicated Equipment Unavailability. Unavailability of Dedicated Equipment due to Customer's information content or application programming, acts of Customer or its agents, or events of Force Majeure shall not be deemed System Unavailability for the purpose of this Commitment. System Unavailability refers to the Dedicated Equipment hardware.

Service Availability Commitment Remedy:

If CDP, Inc. so determines that the System Availability does not achieve a cumulative of 99.5% for any calendar month (based upon an average 30-day month), CDP, Inc., upon Customer's request, will credit Customer's account for such month the pro-rated charges amounting to 1/30th of the Monthly Recurring Fee for that Service. Customer must open a credit request within five days of the incident. Customer's account shall not be credited more than once per month under this Service Availability Commitment.

Credits will not apply to data transfer charges or to charges for services other than the Monthly Recurring Fee for the affected Dedicated Equipment for which this Commitment was not met. Customers will not receive credits for unaffected Services or Dedicated Equipment.

Highly Available Dedicated Hosting Services Commitment Scope:

Service Availability Commitment Scope:

CDP, Inc.' Service Availability Commitment is to have Customer's Highly Available Dedicated Equipment hardware available no less than 99.9% of the time. Highly Available Dedicated Equipment is defined as having at least two pieces of dedicated equipment that provide the same function in a clustered configuration and are configured to failover from the primary device to a standby in the event of a failure.

Service Availability Commitment Process:

If CDP, Inc. determines in its reasonable commercial judgment that the Dedicated Equipment is unavailable due to an outage caused solely by the items of the Dedicated Equipment managed exclusively by CDP, Inc., that outage will be used to calculate System Unavailability for the remedies provided below. Dedicated Equipment shall be deemed to be unavailable if the Dedicated Equipment is not responding to response requests issued to the Dedicated Equipment's Operating System by Hosted Solutions' monitoring software due to either a failure of the hardware or the Dedicated Equipment operating system software. Hosted Solutions' records and data shall be the basis for all service availability calculations and determinations. Planned Maintenance and Planned Emergency Maintenance Events shall not be deemed to be System Unavailability. Unavailability of Dedicated Equipment due to Customer's information content or application programming, acts of Customer or its agents, or events of Force Majeure shall not be deemed System Unavailability for the purpose of this Commitment. System Unavailability refers to the entire Highly Available Dedicated Equipment hardware cluster.

Service Availability Commitment Remedy:

If CDP, Inc. so determines that the System Availability does not achieve a cumulative of 99.9% for any calendar month (based upon an average 30-day month), CDP, Inc., upon Customer's request, will credit Customer's account for such month the pro-rated charges amounting to 1/30th of the Monthly Recurring Fee for that Service. Customer must open a credit request within five days of the incident. Customer's account shall not be credited more than once per month under this Service Availability Commitment.

Credits will not apply to data transfer charges or to charges for services other than the Monthly Recurring Fee for the affected Dedicated Equipment for which this Commitment was not met. Customers will not receive credits for unaffected Services or Dedicated Equipment.

Trusted Cloud Services Commitment Scope:**Service Availability Commitment:**

CDP, Inc.' Service Availability Commitment is to have the Trusted Cloud infrastructure available no less than 99.99% of the time.

Service Availability Commitment Process:

If CDP, Inc. determines in its reasonable commercial judgment that all virtual components are inactive due to a outage caused solely by the components managed exclusively by CDP, Inc., that outage will be used to calculate System Unavailability for the remedies provided below. CDP, Inc.' records and data shall be the basis for all service availability calculations and determinations. Planned Maintenance and Planned Emergency Maintenance Events shall not be deemed to be System Unavailability. Unavailability of Stratus Trusted Cloud Services due to Customer's information content or application programming, acts of Customer or its agents, or events of Force Majeure shall not be deemed System Unavailability for the purpose of this Commitment. System Unavailability refers to the Stratus Trusted Cloud infrastructure.

Service Availability Commitment Remedy:

If CDP, Inc. so determines that the Trusted Cloud Platform Service Availability does not achieve a cumulative of 99.99% for any calendar month (based upon an average 30-day month), CDP, Inc., upon Customer's request, will credit Customer's account for such month the pro-rated charges amounting to 1/30th of the Monthly Recurring Fee for that Service. Customer must open a credit request within five days of the incident. Customer's account shall not be credited more than once per month under this Service Availability Commitment.

Client environment is only considered unavailable when all virtual components are inactive – not to include a boot sequence.

Credits will not apply to data transfer charges or to charges for services other than the Monthly Recurring Fee for the Service for which this Commitment was not met. Customers will not receive credits for unaffected Services.

Cloud Storage Services Commitment Scope:

Service Availability Commitment Scope:

CDP, Inc.' Service Availability Commitment is to have Cloud Storage Services infrastructure available no less than 99.9% of the time.

Service Availability Commitment Process:

If CDP, Inc. determines in its reasonable commercial judgment that all Cloud Storage components are inactive due to an outage caused solely by the components managed exclusively by CDP, Inc., that outage will be used to calculate system unavailability for the remedies provided below. CDP, Inc.' records and data shall be the basis for all service availability calculations and determinations. Planned Maintenance and Planned Emergency Maintenance Events shall not be deemed to be system unavailability. Unavailability of Cloud Storage due to Customer's information content or application programming, acts of Customer or its agents, or events of Force Majeure shall not be deemed system unavailability for the purpose of this Commitment. In addition, this Service Availability Commitment only applies to the availability of the system when accessed via the overall URL utilizing geographic load balancing. System Unavailability refers to the Storage infrastructure.

Service Availability Commitment Remedy:

If CDP, Inc. so determines that the Managed Cloud Storage Platform Service Availability does not achieve a cumulative of 99.9% for any calendar month (based upon an average 30-day month), CDP, Inc., upon Customer's request, will credit Customer's account for such month the pro-rated charges amounting to 1/30th of the Monthly Recurring Fee for that Service. Customer must open a credit request within five days of the incident. Customer's account shall not be credited more than once per month under this Service Availability Commitment.

Credits will not apply to data transfer charges or to charges for services other than the Monthly Recurring Fee for the Service for which this Commitment was not met. Customers will not receive credits for unaffected Services.

CDP, Inc. Maintenance Window Scope:

Maintenance windows may cover any Infrastructure Service, Dedicated Equipment, or Managed Service provided by Hosted Solutions.

Planned Maintenance – Normal maintenance activities that may or may not disrupt service:

- (a) Of which Customer is notified 9 days in advance
- (b) That is performed during a standard maintenance window Wednesdays and Sundays from 3 AM to 6 AM local time of the Hosted Solutions Data Center at which Customer's equipment is located. Notice of Planned Maintenance will be provided to Customer's designated point of contact by a method elected by Hosted Solutions (telephone, email, or customer dashboard).

Planned Emergency Maintenance – Planned Emergency Maintenance required to prevent a degradation or loss of service:

- (a) Of which Customer is notified 24 hours in advance if conditions permit
- (b) That is performed during a maintenance window any day from 3 AM to 6 AM local time of the Hosted Solutions Data Center location at which Customer's equipment is located. Notice of Planned Emergency Maintenance will be provided to Customer's designated point of contact by a method elected by Hosted Solutions (telephone, email, or customer dashboard).

Unplanned Emergency Maintenance – Unplanned Emergency Maintenance required to prevent a degradation or loss of service:

- (a) Hosted Solutions will utilize best efforts to notify Customer in advance if conditions permit.