Background

Layered Technologies, Inc. ("Layered Tech") provides a variety of hosting solutions, including Managed Services, Un-Managed Hardware, Colocation Services and virtual hosting solutions as referenced in a separate Service Schedule, Service Commitment Communication or other order form ("Services") executed between Layered Tech and a client ("Client"). This Service Level Agreement ("SLA") outlines certain guarantees regarding Services to a Client. Layered Tech may, in its reasonable commercial judgment, amend this SLA from time to time.

100% Network Uptime Guarantee

Layered Tech guarantees 100% availability of its Network, except for Scheduled Maintenance. "Network Downtime" exists when Client Services are Unavailable due to a problem with the Layered Tech Network.

100% Infrastructure Guarantee

Layered Tech guarantees 100% availability of its Infrastructure, except for Scheduled Maintenance. "Infrastructure Downtime" exists when Client Services are Unavailable due to power or HVAC problems.

Managed Service Availability Guarantees

Layered Tech guarantees Service Availability, except for Scheduled Maintenance, according to the following descriptions. "Service Downtime" exists when Managed Services are Unavailable due to problems other than Network Downtime or Infrastructure Downtime.

99.95% Guaranteed Uptime:

- **Managed Virtual Matrix Services:** All shared high availability Services including compute, attached storage, and shared network.
- **Managed Physical High Availability Configured Services:** Covers systems deployed in high availability configurations with automated failover capabilities. This guarantee requires that multiple servers are configured in operating system clustering, fault tolerant database configurations (Active/Active), fully redundant storage systems (redundant Active/Active controllers, redundant connectivity, and redundant power, and multi drive RAID failure protection) or a similar high availability configuration providing automated failover and failback capability.

99.75% Guaranteed Uptime:

- **Managed Virtual Grid Services:** All shared high availability Services including compute, attached storage, and network.
- **Managed Redundant Configured Hardware:** This guarantee covers all Managed devices deployed in redundant pairs not specified in the High Availability Configured Services. This covers redundant devices configured for failover whereas failover and/or failback is not fully automated and will require system restarts/reboots or manual intervention to initiate failover or

failback (e.g. Active/Standby database mirror where failover may require reboots and/or failback requires intervention and configuration).

99.00% Guaranteed Uptime:

- **Managed Hardware-Layered Tech Owned:** This guarantee requires that applicable system to be configured with RAID protection for hard drives and redundant power supplies. Without RAID and/or redundant power, SLA does not cover hard drive or power supply related Outages.
- **Managed Hardware-Client Owned:** Same guarantee as for Layered Tech owned Hardware, but excludes time to get client owned replacement parts.

2 Hour Un-Managed Hardware Replacement Guarantee:

Layered Tech guarantees availability of Un-Managed Hardware, except for Scheduled Maintenance. "Un-Managed Hardware Downtime" exists when Un-Managed Hardware is Unavailable due to problems requiring the repair or replacement of Un-Managed Hardware. Layered Tech will repair or replace Hardware causing Un-Managed Hardware Downtime within 2 hours and return the Hardware to its latest configuration, according to the date the Hardware was placed in service for the Client or the date of the latest service upgrade or downgrade. This guarantee applies only to Layered Tech owned Hardware in US Datacenters that is less than 24 months in production. This guarantee does not include the time required to reload the operating system and applications, or the time required to rebuild a RAID array. Hardware may be replaced by Hardware with similar or improved specifications.

Outage Duration Measurement Guidelines

Proactive Management: Layered Tech administrators are alerted of Outages by Layered Tech monitoring tools. Outages are measured using Layered Tech Monitoring Tools and are inclusive of time to rebuild, reload, restore and configure Services. This is cumulative time over a 1-month period regardless of the number of events as measured at 730 hours within the month. Proactive Management levels include Layer 3, Defcon 1, Optimal and Compliance.

Reactive Management: Layered Tech administrators are alerted of Outages by the Client through the ticketing system. Outages are measured from the time a trouble ticket is opened by the Client to the time Service Availability is restored according to Layered Tech Monitoring Tools and are inclusive of time to rebuild, reload, restore and configure. This is cumulative time over a 1-month period regardless of the number of events as measured at 730 hours within the month Reactive Management levels include Layer 2, Defcon 2, Defcon 3 and Essential.

Un-Managed Services: Network and Infrastructure Downtime is measured from the time a trouble ticket is opened by the Client. Un-Managed Hardware Downtime is measured from the time the issue is identified as being Hardware related. Outage measurement ends when the Service is restored according to Layered Tech Monitoring Tools. If no Layered Tech Monitoring Tools are installed, Service Availability will be determined by the ability of Layered Tech Administrators to ping the Services. Outage time does not include time to rebuild, reload, restore and configure, which services will be performed on a time and materials basis according to the Client's Enterprise Hosting Agreement or Master Services Agreement or the Layered Tech Terms of Service. Guarantees for Un-Managed services are on a per event basis and are not cumulative within a period of time.

Client Data: If Client did not purchase backup services from Layered Tech, Client is responsible for data restoration. The time for Client to restore data from services not provided by Layered Tech will be excluded from the Outage measurement. Layered Tech is not responsible for data loss due to an Outage. Clients are encouraged to backup data regularly.

Definitions

"Colocation Services": Hardware is the property of Client, while datacenter space, power, bandwidth, and Ethernet ports are purchased from Layered Tech. Client is responsible for supplying replacement parts, hot swappable Hardware, and all required software media. These Services are not Managed.

"Infrastructure": Power and HVAC systems including UPSs, PDUs and cabling, but does not include the power supplies on Hardware.

"Hardware": All equipment and components (processor(s), RAM, hard disk(s), motherboard, NIC cards and other related Hardware) located within Layered Tech datacenters and utilized by the Client.

"Hardware Failure": An interruption to normal operation of Hardware that materially disables functionality of or access to Services.

"Managed": Services purchased from Layered Tech with a management service level assigned that is not specifically designated as Un-Managed below.

"Monitored" Services, "Monitoring Tools": Layered Tech will monitor Services via ICMP (ping) access from monitoring systems. Data points for measuring Service Availability will be collected every five (5) minutes and stored for ninety (90) calendar days by Layered Tech.

"Network": Layered Tech's equipment, software, and facilities that are collectively utilized by Layered Tech to provide connectivity to Services from Layered Tech's internet exchange providers' points of presence in a facility to the outbound port of the Hardware provided and/or Managed by Layered Tech or located in Colocation space provided to Client by Layered Tech.

"Outage": Network Downtime, Infrastructure Downtime, Service Downtime, Un-Managed Hardware Downtime

"Service Availability": Services being available through the internet or other connectivity specified by the Services.

"Scheduled Maintenance": Planned interruptions of Services during a maintenance window that occurs after a notice to the Client delivered via electronic communication. Scheduled Maintenance is coordinated with the Client to the best of Layered Tech's abilities to align with Client's wishes.

"Unavailable" Services: Complete failure of Service Availability (100% packet loss).

"Un-Managed": Services purchased from Layered Tech with the following service levels or no service level defined: Defcon 4, Defcon 5, SiteView, SystemView, and Layer 1. Defcon 4, Defcon 5 and Services

with no service level defined may have no Layered Tech monitoring tools installed and therefore those Services will not be Monitored.

Exclusions:

The guarantees in this SLA do not cover Outages caused by the following:

- Client provided services or equipment or Client actions including but not limited to: a) Client's internal network and entities inside Client's internal network, including without limitation firewall configuration and bandwidth shaping, local area workstations, or other devices, equipment, and software that have a potential bearing on the local networking environment, b) Client provided internet connectivity, c) Client owned Hardware, d) Client initiated device over-utilization, e) Client provided operating system, software, or applications, f) non-compliant use of any software installed on the device by Client, g) inaccurate configurations by Client or h) any interruptions, delays or failures caused by Client. For the purposes of this exclusion Client includes Client's employees, agents, or subcontractors.
- Circumstances beyond Layered Tech's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, virus attacks, hacking, DDOS attacks, bandwidth-based attacks of any nature, service exploits, operating system exploits, DNS issues or data loss.
- Issues with FTP, POP, IMAP, or SMTP Client access.
- False Outages reported as a result of Outages or errors of any Layered Tech measurement system.

SLA Claim Processing and Credits

Claim Processing

For a Client to receive a credit under a guarantee, a claim must be submitted within seven (7) days of the Outage. To properly claim a credit, Client must open a support ticket located inside the Client portal. If the portal itself is unreachable, the ticket must be opened by calling the Layered Tech support department. To speed the response by Layered Tech, Client should include a description of the Outage in reasonable detail so that Layered Tech can research the Outage.

This credit is offered only to Layered Tech Clients in good financial standing with Layered Tech at the time of the Outage. Good financial standing is defined as having no undisputed Layered Tech invoices unpaid and outstanding more than thirty (30) days past their due date.

Each claim will be researched and the ticket will be updated. Credits will be based on the number of minutes of Outage and the actual monthly recurring revenue ("MRR") charges incurred by Client for the affected Services during the affected month. The maximum credit shall not exceed one-hundred percent (100%) of the MRR for the affected Services in the affected month. Credits to a Client's account shall be Client's sole and exclusive remedy for any event for which a credit is issued under this SLA. These limitations shall apply notwithstanding applicable law, if any, concerning failure of essential purpose of any limited warranty.

Calculation of Credits:

Credits are expressed as a percentage (%) of MRR for the affected Services during the affected month as follows:

Uptime Guarantee	Allowed Outage	Credit Schedule
100%	0 minutes	1% per every 6 minutes of Outage
99.95%	22 minutes	12.5% then 1% per every 15 minutes of Outage
99.75%	108 minutes	12.5% then 1% per every 15 minutes of Outage
99.00%	432 minutes	12.5% then 1% per every 20 minutes of Outage

2 Hour Un-Managed Hardware Replacement Guarantee:

Uptime Guarantee	Allowed Outage	Credit Schedule
n/a	2 Hours	5% then 1% per every 30 minutes of Outage