Service Level Agreement

Version 2020.1

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Agreement

This Service Level is part of an aggregate series of agreements which, combined together by reference, create one integrated contract (the "Agreement") between Absolute Communications & Network Solutions, Inc. ("we," or "us," including "our," and "Absolute") and Client ("you," including "your," or "Client"). Each of Absolute and Client may also be referred to as a Party and collectively as the Parties.

For any Quotes, Quotations, Proposals, Statements of Work, Sales Orders or Service Order ("SO") agreements executed by you (individually and collectively, "Engagements"), this document and all the applicable documents listed in the tables immediately below ("Included Agreements") are legally integrated as if fully set forth as one Agreement.

Upon each Engagement renewal, this Agreement, but not the terms of any ongoing Engagement, will be superseded by the terms and conditions set forth in the then currently published version of the Agreement available online as of the date on which your services are renewed (the "Renewal Terms"). If you do not agree to the Renewal Terms, you may decline to renew your services.

The Aggregate Set of Agreements between Client and Absolute, the Included Agreements

Applicable Agreements Integrated into All Engagements	Available Online at
Master Services Agreement	http://CallAbsolute.com/MSA
Services Guide Agreement	http://CallAbsolute.com/SG
Service Level Agreement ("SLA")	http://CallAbsolute.com/SLA
Standard Rates Agreement	http://CallAbsolute.com/rates
Domain Name Registration and Renewal Agreement	http://CallAbsolute.com/DNR
A current and submitted Client Information Form, available online	http://CallAbsolute.com/info

Included Agreements Integrated into Specific Engagements, as Applicable	Available Online at
Monitoring Services Guide Agreement *(applies to Engagements which include Managed Services)*	http://CallAbsolute.com/monitoring
Absolute IT Architecture for Business Optimization *(applies to Engagements which include Managed Services)*	http://CallAbsolute.com/architecture
Managed Backup and Continuity Services Agreement *(applies to Engagements which include Managed Backup and Continuity Services)*	http://CallAbsolute.com/backupservice
Acceptable Use Policy Agreement *(applies to Engagements which include Absolute Cloud Hosting or Connectivity Services)*	http://CallAbsolute.com/AUP
Microsoft End User License Agreement *(applies to Engagements which include Absolute Cloud Hosting Services)*	http://CallAbsolute.com/EULA
Hosted VoIP Agreement *(applies to Engagements which include Hosted VoIP Services)*	http://CallAbsolute.com/hosted_voip

Guarantee and Service Level Agreement

Absolute is committed to delivering outstanding service and availability. The Absolute Guarantee is described in this document which defines the specific metrics used to measure and remedy any deficiencies.

General

Absolute reserves the right to revise, amend, or modify this Service Level Agreement at any time. In the absence of execution of a new agreement, such amendments or modifications will become effective 30 days following the date of notification via invoice as specified in the MSA regarding Additional Terms. Afterwards, your continued use of the Service will constitute acceptance of any such amendments or modifications.

Service Ticket Targets

Priority Level	Service Hours	Target to Respond	Target to Resolve
1 – Critical	24x7x365	.5 hour	2 hours or less
2 – High	24x7x365	1 hour	4 hours
3 – Moderate	Full Service Hours*	4 hours	1 day (12 hours)
4 – Low	Full Service Hours*	4 hours	5 days (60 hours)
5 – Minimal	Full Service Hours*	4 hours	10 days (120 hours)

*Full Service Hours are defined in the Services Guide.

Managed Services

Service Tickets for all Managed Services

Help desk support services will respond to and resolve service tickets submitted. During any rolling thirty (30) day period, help desk support services will meet the Service Ticket Response and Resolution Times 95% of the time. The remaining 5% is reserved for more complicated and/or complex issues that will exceed normal timelines to resolve.

Definition

Severity levels are defined by the gravity of each incident. Indicators and examples of priority are:

Priority Level	Indication	Examples
1 – Critical	Access to email or more than one (1) critical system or application is unavailable company-wide (or at a single company location) causing multiple user work stoppage due to no viable workaround.	Any of the following are down with no viable workaround in place: Internet Multiple servers/virtual servers Firewall Citrix/Remote Access for multiple users Email is down company-wide

2 – High	Access to a critical system or application is unavailable or impaired functionality causing multiple user work stoppage due to no viable workaround, or access to all systems for an individual user causing work stoppage.	Company-wide Application ERP is down Single server is down QuickBooks access down for multiple users Individual user completely down Global Logon Issues
3 – Normal	Individual user access or functionality issues to any system or application, or security access changes for individual users.	Individual Logon Issues Severe latency Single user access to an application User off-boarding File restores Folder/Application access issues Individual Printing issues Individual user email issues
4 – Low	User or client requests that do not represent any level of work stoppage.	Employee Onboarding Requests Distribution or Security Group Modifications White list/Blacklist requests Requests for computer cleanup Requests for information All other requests that do not represent ANY work stoppage
5 – Minimal	No immediate user or client impact.	Root cause analysis Request to review technical specifications Test new software or hardware.

Measurement

Managed Services are measured by the percentage of tickets which meet the target response or resolution times. Response time begins when Absolute receives a service ticket. Resolution time is defined as the amount of time from when the ticket was received until it is successfully resolved.

Remedy

If during any calendar month, Absolute fails to meet the target ticket response and resolution times in accordance with this Service Level Agreement (SLA).

Backup Protection for AbsoluteData Cloud Servers

Within six (6) hours of a Client Activation Due to an Event, Absolute will initiate and complete the activation of the target cloud server(s) so you have the ability to access the operating system and start the application(s) on the target cloud server(s) at the data center by way of the local or domain account logon ("Start-up").

Definition

"Client Activation Due to an Event" means the time at which you notify Absolute to begin the process of activating the target cloud server.

Managed AbsoluteBackup & Continuity Availability

The Managed Backup & Continuity systems which perform your data backups will be operational and available for backups of your data of the time during the term of the Service Order ("Backup"). For any instance of Backup unavailability, a Priority 1 service ticket will be entered by an Absolute monitoring system or an Absolute staff member.

Definition

As used herein, Backup means the cloud-hosted system which performs data backups to a data center or multiple data centers which are in different locations from the source of the data.

Measurement

Backup will be measured utilizing monitoring software to measure the availability of the system. Backup will be deemed available if the system is responsive to standard ICMP or SNMP requests and services required to perform backups are running and available.

AbsoluteData Cloud Hosting Services

Network Availability

So long as they are configured in a redundant configuration so that all single points of failure have been eliminated, Network hardware components which are owned by and provided by Absolute, will be operational and available to you.
Notwithstanding the foregoing, for all network hardware provided by Absolute in which the hardware is configured in a single architecture, Absolute commits that associated network hardware will be operational and available to you 98% of the time during the Term of the Service Order. For any instance of a loss of redundancy due to network hardware problems, a Priority 3 ticket will be entered by an Absolute monitoring system or an Absolute staff member. Likewise, for any instance of total loss of connectivity due to network hardware problems, a Priority 1 ticket will be entered.

Measurement

Absolute shall will monitor the network hardware and the network devices will be polled every five (5) minutes via a standard ICMP or SNMP poll.

Power Availability

100% power availability in the data center. For any instance of power unavailability, a Priority 1 service ticket will be opened by an Absolute monitoring system or staff member.

Definition

"Power Availability" means the provision of uninterrupted electrical power to the data center infrastructure and to the Equipment providing your service. This Guarantee is not available if you have contracted for only A-Side Power Circuit(s) (without a B-Side Circuit(s)), or if your total utilization of an A & B Side pair exceeds 80% of the capacity of one of the circuits in the pair, or if you contract for a B-Side Circuit(s) and the Equipment you provide does not support multiple redundant power feeds.

Measurement

Power Availability is measured as the unscheduled time that the Absolute-provided dual power feeds were simultaneously unavailable.

Cooling Availability

cooling availability in the data center. For any instance of cooling unavailability, a Priority 3 service ticket will be opened by an Absolute monitoring system or staff member.

Definition

"Cooling Availability" means the provisioning of uninterrupted cool air delivered to targeted areas (cool aisles) in the data center.

Measurement

Cooling Availability is measured as the unscheduled time that facility-provided cool air delivery was unavailable.

AbsoluteData Cloud Server Hosting Availability

The AbsoluteData Cloud Server Hosting for which you have contracted with Absolute will be operational and available to you during the term of the Service Order ("AbsoluteData Cloud Server Hosting Availability"). For any instance of single AbsoluteData Cloud Server Hosting unavailability, a Priority 2 service ticket will be entered by an Absolute monitoring system or Absolute staff member. Likewise, for any instance of multiple AbsoluteData Cloud Server Hosting's unavailability, a Priority 2 service ticket will be entered.

Definition
As used herein, "AbsoluteData Cloud Server Hosting" means the virtual instance and the operating system situated thereon and does not include the network infrastructure connected to the server. Additionally, in the event you retain ROOT or ADMIN privileges or equivalent, you and Absolute will work together to determine the cause of the service-impacting event and this Service Level Agreement will not be applicable to the event, unless the event is caused by Absolute's sole negligence or willful act.

Measurement
Absolute Cloud Server Hosting Availability will be measured utilizing monitoring software to measure the availability of your AbsoluteData Cloud Server Hosting. The Absolute Cloud Server Hosting will be deemed available if the AbsoluteData Cloud Server Hosting is responsive to standard ICMP or SNMP requests.

Dedicated Server Hosting Availability (Deprecated)

The Dedicated Server Hosting for which you have contracted with Absolute will be operational and available to you during the term of the Service Order ("Dedicated Server Hosting Availability"). For any instance of Dedicated Server Hosting unavailability, a Priority 2 service ticket will be entered by an Absolute monitoring system or Absolute staff member.

Definition
As used herein, "Dedicated Server Hosting" means the equipment and the operating system situated thereon and does not include the network infrastructure connected to the server. Additionally, in the event you retain ROOT or ADMIN privileges or equivalent, You and Absolute will work together to determine the cause of the service-impacting event and this Service Level Agreement will not be applicable to the event, unless the event is caused by Absolute's sole negligence.

Measurement
Dedicated Server Hosting Availability will be measured utilizing monitoring software to measure the availability of your Dedicated Server Hosting. The Dedicated Server Hosting will be deemed available if the Dedicated Server Hosting is responsive to standard ICMP or SNMP requests.

Hosted VoIP Availability

The Hosted VoIP service for which you have contracted with Absolute will be operational and available to you during the term of the Service Order ("Hosted VoIP Availability"). For any single phone with dial tone unavailability, a Priority 2 service ticket will be entered by an Absolute monitoring system or Absolute staff member. For any instance of multiple phones with dial tone unavailability, a Priority 1 service ticket will be entered.

Definition
As used herein, "Hosted VoIP" means the provisioning of uninterrupted dial tone service at the hosted VoIP switch in the Absolute Data Center and does not include the network infrastructure or internet connection to which any soft phone or handset is connected.

Measurement
Hosted VoIP Availability will be measured utilizing monitoring software to measure the availability of your VoIP service. The Hosted VoIP service will be deemed available if the VoIP hosting equipment is responsive to standard ICMP or SNMP requests.

Connectivity Services

Dedicated Internet Access (DIA) Availability (Fiber only)

During any calendar month, the Internet Protocol network utilized to access the Internet from the data center will have availability of 100% for you to transmit to, and receive information from, the Internet. For any instance of DIA unavailability, a Priority 1 service ticket will be opened by an Absolute monitoring system or staff member.

Definition
"Dedicated Internet Access Availability" means the ability to route a data packet from your environment located within a data center, to the egress point to the public Internet.

Measurement
Absolute will measure availability of the Internet Protocol (IP) network by computing the total number of successful performance measurements between routers as a percentage of the total number of attempts between routers.

Latency

The average round trip latency between any two routers within the Absolute IP network will not exceed an average of 60 milliseconds in North America during any calendar month. For any instance of increased latency, a Priority 2 service ticket will be opened by an Absolute monitoring system or staff member.

Definition
"Latency" means the round trip time it takes for a data packet to travel between two routers within the Absolute IP network.

Measurement
Absolute will measure latency by averaging sample measurements taken during the prior calendar month. Absolute records the packet measurement based on the time in milliseconds that it takes to send a data packet and to receive the acknowledgement of that data packet.

Packet Delivery

A monthly average Successful delivery rate will be 100% for packet delivery through the Absolute IP network. For any instance of a drop in packet delivery a Priority 1 service ticket will be opened by an Absolute monitoring system or staff member.

Definition
"Successful delivery" is when a transmitted packet is received by the intended recipient device without any packets dropped due to transmission errors or router overload before exiting the Absolute IP network.

Measurement
Absolute will measure packet loss by the number of re-transmitted data packet requests. All data packet retransmits are assumed to be due to a lost packet. Daily measurements will be summed and then divided by thirty (30) to calculate a monthly average.

Cross-Connection
Copper and fiber Cross-Connects that are provided by Absolute to connect servers, circuits, and other networks to an Absolute provided hosting or connectivity service which are configured in a redundant configuration (e.g. two diverse cross-connects with circuit-switched equipment) or a single cable cross-connect without circuit-switched equipment, wherein all single points of failure have been eliminated, will be operational and available to you 100% of the time during the term of the Service Order. For any instance of a loss of redundancy due to cross-connect problems, a Priority 3 ticket will be entered by an Absolute monitoring system or an Absolute staff member. Likewise, for any instance of total loss of connectivity due to a cross-connect problem, a Priority 1 ticket will be entered.

Measurement
Absolute will monitor the associated network hardware and the network devices will be polled every five (5) minutes via a standard ICMP or SNMP poll.

Project Services

There is no applicable Service Level Agreement.

Hourly Services (Time & Materials)

There is no applicable Service Level Agreement.

Staffing Services

There is no applicable Service Level Agreement.

Miscellaneous Provisions

Service Level Performance Defaults

If Absolute fails to meet a defined Service Level during the term of any Service Order, as your sole monetary remedy. Absolute will not be deemed responsible for a failure to meet a Service Level if the failure is caused by:

- a Force Majeure;
- your breach of the Master Services Agreement;
- your breach of this Service Level Agreement;
- your non-compliance with its obligations under the Services Guide;
- intentional acts or omissions of you or your employees or agents causing damage or harm to your IT environment or to Absolute employees;
- the malfunction of facilities, power, or equipment you provided; or
- the failure of any Software to perform in accordance with its specifications ("Software Failure") and such Software Failure is not caused by Absolute's negligence or willful misconduct.

Additionally, Absolute will not be deemed responsible for a failure to meet a Service Level due to any scheduled maintenance (including maintenance windows, upgrades, repair or component replacement, or scheduled backups) or other mutually agreed-to downtime. Credits under this SLA will not be granted for any downtime caused by:

- changes you made to applications or data;
- your ROOT or ADMIN privileges on your covered devices;
- your requiring Absolute to maintain, or continue to run unsupported Software or hardware releases;

- Software or hardware failures resulting from the absence of an update, patch, configuration change, maintenance change, repair, or replacement recommended by Absolute but rejected or delayed by you for any reason; or
- you retaining access control to the network and/or security device(s) for which Absolute is providing the services.

Maintenance Windows

Maintenance Windows are described in the Services Guide. You agree that service interruption for a maintenance window cannot be applied to any Measurement or credits within this Service Level Agreement. Further, if you reject a proposed maintenance window, then, until such time as Maintenance properly occurs, the Absolute Guarantees in this Agreement and the associated credits are not applicable.

Software Failure

You acknowledge that Absolute is not the developer of any of the commercial or open-source software that is used to provide the Services hereunder. In the event of such Software Failure, if in the reasonable discretion of Absolute and you, such Software Failure cannot be cured and if, at the time of such failure no other functionally equivalent software compatible with the equipment is commercially available, you will have the right to immediately terminate the applicable Service Order without penalty to either party. Absolute will not be liable to you or to any third party for any costs or expenses with respect to such termination.