



DATA CENTER SERVICE LEVEL AGREEMENT ///

V.1.2016

Cavalry Solutions, LLC (“Cavalry”) and Customer have entered into a Managed Service Agreement (“MSA”). This Data Center Service Level Agreement (“SLA”) details the Customer expectations and Service performance levels that will be provided by Cavalry. By using the Services, Customer agrees to the terms and conditions set forth in this SLA.

1. SLA OVERVIEW

- a) The purpose of the CAVALRY SLA is to identify the Customer expectations and service performance levels that will be provided, the metrics or performance indicators by which those SLAs will be measured, and the remedies that will be available to the Customer if the Service Levels are not achieved. Remedies for failure to meet the service levels herein described are solely those provided herein, and are subject to the limitation described.

2. INTERNET CONNECTIVITY

- a) Internet connectivity will be provided to CAVALRY customers 100% of the time and as set forth below. CAVALRY will credit Customer’s account if CAVALRY fails to meet this Internet Availability commitment during any given calendar month.
- b) CAVALRY will calculate Customer’s “Network Unavailability” each calendar month, and upon written request by Customer, send both current and historical reports to customer within five (5) business days of request.
 - i. “Network Unavailability” consists of the number of minutes that the CAVALRY Network was not available to the Customer, but will not include unavailability that has not been reported to the CAVALRY OCC within ten (10) business days of Customer receiving CAVALRY’s Root Cause Analysis (RCA) document for a particular Unavailability event, or resulting from the following:
 - 1. Customer’s applications or equipment
 - 2. Acts or omissions of Customer, its agents, employees, servants, contractors, licensees, invitees, or visitors, including SDCS employees if performing specific tasks requested by Customer.
 - 3. Customer’s failure to use redundant hardware when attaching to CAVALRY’s redundant infrastructure (examples include failure to employ servers with dual power supplies, failure to utilize dual port connections for connectivity, etc.)
 - 4. Any use or user of the service authorized or permitted by Customer; or
 - 5. Any Force Majeure event as defined in Section 8.12 of the CAVALRY Managed Services Agreement.
- c) **REMEDY:** The sole remedy for Network Unavailability will be credit as provided in Schedule 1 attached hereto. Customer shall have the right to terminate the MSA and all related Order Forms with no further obligations should the amount of Network Unavailability: (i) total the hour equivalent of fourteen (14) days during any twelve-month period OR (ii) exist for seven Data Center Service Level Agreement (7) consecutive days during any period, for any reason in either case except a Force Majeure event as defined in Section 8.12 of the CAVALRY Managed Services Agreement.

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3. POWER AVAILABILITY

- a) AC power will be provided to CAVALRY's Data Center and Customer's co-located equipment 100% of the time and, as set forth below, CAVALRY will credit Customer's account if CAVALRY fails to meet this Power Availability commitment during any given calendar month.
- b) CAVALRY will calculate Customer's "Power Unavailability" each calendar month, and upon written request by Customer, send both current and historical reports to customer within five (5) business days of request.
 - i. "Power Unavailability" consists of the number of minutes that both A & B power are simultaneously not available to Customer's colocation equipment, but will not include unavailability that has not been reported to the CAVALRY OCC within ten (10) business days of Customer receiving CAVALRY's Root Cause Analysis (RCA) document for a particular Unavailability event or resulting from the following:
 - 1. Customer's applications or equipment
 - 2. Acts or omissions of Customer, its agents, employees, servants, contractors, licensees, invitees, or visitors, including SDCS employees if performing specific tasks requested by Customer.
 - 3. Customer's failure to use redundant hardware when attaching to CAVALRY's redundant infrastructure (examples include failure to employ servers with dual power supplies, failure to utilize dual port connections for connectivity, etc.)
 - 4. Any use or user of the service authorized or permitted by Customer; or
 - 5. Any Force Majeure event as defined in Section 8.12 of the CAVALRY Managed Services Agreement.
- c) **REMEDY:** The sole remedy for Power Unavailability will be credit as provided in Schedule 1 attached hereto. Customer shall have the right to terminate the MSA and all related Order Forms with no further obligations should the amount of Power Unavailability: (i) total the hour equivalent of fourteen (14) days during any twelve-month period OR (ii) exist for seven (7) consecutive days during any period, for any reason in either case except a Force Majeure event as defined in Section 8.12 of the CAVALRY Managed Services Agreement.

4. FACILITY ENVIRONMENT AVAILABILITY

- a) CAVALRY's data center will be maintained at a constant temperature between 68 and 77 degrees Fahrenheit and relative humidity between 45 and 55 percent 100% of the time and, Data Center Service Level Agreement Cavalry Solutions – Service Level Agreement v.1.2015 as set forth below, CAVALRY will credit Customer's account if CAVALRY fails to meet this Facility Environmental Availability commitment during any given calendar month.
- b) CAVALRY will calculate Customer's "Facility Environmental Unavailability" each calendar month, and upon written request by Customer, send both current and historical reports to customer within five (5) business days of request.
 - i. "Facility Environmental Unavailability" consists of the number of minutes that the average temperature and/or humidity within a Customer colocation environment as measured at the top and bottom of the front face of all Customer colocation cabinets is not within the predetermined thresholds, but will not include unavailability that has not been reported to the CAVALRY OCC within ten (10) business days of Customer receiving CAVALRY's Root Cause Analysis (RCA) document for a particular Unavailability event or resulting from the following:
 - 1. Acts or omissions of Customer, its agents, employees, servants, contractors, licensees, invitees, or visitors, including SDCS employees if performing specific tasks requested by Customer.

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2. Customer's failure to properly utilize standard "hot isle"/"cold isle" equipment placement methodologies when installing equipment within the CAVALRY data center; or
 3. Any Force Majeure event as defined in Section 8.12 of the CAVALRY Managed Services Agreement.
- c) **REMEDY:** The sole remedy for Facility Environmental Unavailability will be credit as provided in Schedule 2 attached hereto. Customer shall have the right to terminate the MSA and all related Order Forms with no further obligations should the amount of Power Unavailability: (i) total the hour equivalent of fourteen (14) days during any twelve-month period OR (ii) exist for seven (7) consecutive days during any period, for any reason in either case except a Force Majeure event as defined in Section 8.12 of the CAVALRY Managed Services Agreement.

5. FACILITY SECURITY

- a) CAVALRY's data center facilities are access-controlled environments. All entrance into the data center is restricted via biometric access equipment and database logged for on-demand review. Upon written request, CAVALRY will provide Customer with copy of their current SSAE16 report within five (5) business days of request. CAVALRY will ensure that all items covered under this Service Level Agreement are evaluated as part of the SSAE16 audit process.

6. NETWORK INFRASTRUCTURE

- a) CAVALRY's data center facility will utilize a "triple entrance fiber facility" with a minimum of two fiber-optic telecommunication providers. The fiber-optic networks connected to the facility will enter the building in diverse and protected entrance locations.

7. LIMITATIONS OF COMMITMENTS

- a) Remedies for failure to meet any commitment provided in this Service Level Agreement may not be combined to cover the same second, minute or day time period – only one remedy will be afforded to Customer per time period. The total credit granted to Customer by any aspect of this Service Level Agreement during any calendar month will not exceed the monthly recurring co-location charges for the same calendar month.
- b) Remedies provided for in the SLA will not apply to infractions caused by:
- i. Factors outside of CAVALRY's reasonable control, including any Force Majeure event as defined in Section 8.12 of the CAVALRY Managed Services Agreement accompanying this SLA.
 - ii. Actions or inactions of Customer, its agents, employees, servants, contractors, licensees, invitees, or visitors, including SDCS employees if performing specific tasks requested by Customer.
 - iii. Scheduled CAVALRY maintenance event where Customer was provided with at least two (2) weeks' notice and maintenance was scheduled to be performed outside of industry standard normal business hours.
- c) Credits or remedies will be provided only upon request of Customer pursuant to this SLA. Requests for credit must be received within thirty (30) days of the Customer receiving CAVALRY's Root Cause Analysis (RCA) document for a particular Unavailability event under the obligations outlined in this agreement.
- d) No guarantee or remedy will be provided at any time for failures determined attributable to Force Majeure events as defined in Section 8.12 of the CAVALRY Managed Services Agreement accompanying this Service Level Agreement.

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- e) Fault will be determined, and failure to perform under the obligations of this SLA identified, in CAVALRY's sole discretion and CAVALRY's determinations on these subjects will be final and binding on the parties. Any disagreements will be remedied in accordance with the governing Managed Services Agreement.
- f) CAVALRY will provide all Customer reports in arrears of its SLA conditions for Network, Power, and Facility Environmental Unavailability in accordance with the applicable guidelines of this Service Level Agreement. Official reporting will be based upon the output of the CAVALRY Facility monitoring system.

8. SCHEDULES

Schedule 1 – Network and Power Availability

Downtime in Seconds	Percent of Applicable Monthly Recurring Charge Credited to Customer's Account
0	0%
1 to 129	3%
130 to 259	5%
260 to 1296	20%
1297 to 3888	40%
3889 to 6480	80%
Greater than 9073	100%

Schedule 2 – Facility Environmental Availability

Time in Minutes Outside Specified Range	Percent of Applicable Monthly Recurring Charge Credited to Customer's Account
0	0%
0.01 to 30	10%
31 to 60	20%
61 to 120	30%
121 to 180	40%
181 to 240	50%
Greater than 240 minutes	100%

9. POINT OF CONTACT

CAVALRY Point-of-Contact

Name: CAVALRY OCC
 Email: operations@cavalry.solutions
 Phone: 720-279-2260
 Fax: 303-265-9885

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