



OPERATIONAL SERVICES SERVICE LEVEL AGREEMENT **///**

V.1.2016

Cavalry Solutions, LLC (“Cavalry”) and Customer have entered into an Operational Service Agreement (“OSA”) and Customer has purchased Services from Cavalry pursuant to an Order Form. This Managed 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

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. SERVICE WARRANTIES

- a) Subject to the exceptions set forth herein, Cavalry warrants that it will provide each Service at or above the Minimum Service Levels defined in Section 3 (the Service Level Warranty).
- b) In the event that Cavalry fails to provide a Service at the level required by the Service Level Warranty, Customer’s only remedies are those set forth in this SLA.
- c) The Service Level Warranties in this SLA shall not apply to any Services purchased pursuant to an Order Form or OSA which expressly exclude this SLA.

3. SERVICE LEVEL WARRANTY SCHEDULES

The Product Service Guidelines for the applicable service lists Cavalry’s corresponding Minimum Service Levels. If Customer has purchased any of Cavalry’s Services pursuant to an Operational Services Agreement and/or Order Form, Cavalry shall meet or exceed the Minimum Service Level for each of the contracted Services. If Cavalry fails to meet the Minimum Service Level for a contracted Service, the Customer shall be entitled to Remedies as described in Section 4.

4. REMEDIES

If Cavalry fails to meet any of the Service Level Warranties in Section 3, Customer shall receive a credit against the applicable monthly recurring charge in accordance with the table below, and subject to the limitations in Section 5.

Time in Minutes Outside the Specified Minimum Service Level 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%

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5. 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 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 Operational Services Agreement accompanying this SLA.
 - ii. Actions or inactions of Customer, its agents, employees, servants, contractors, licensees, invitees, or visitors, including CAVALRY employees if performing specific tasks requested by Customer.
 - iii. Scheduled CAVALRY maintenance event where Customer was provided with at least seven (7) days prior 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 Operational Services Agreement accompanying this Service Level Agreement.
- 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 Operational Services Agreement.

6. 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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