



VAULTAS

YOUR DATA. YOUR DATA CENTER.

Minneapolis, MN | St. Cloud, MN | Alexandria, MN | Milwaukee, WI
www.vaultas.com

Service Level Agreement (SLA)

Vaultas | Vaultas, LLC | Vaultas Alexandria, LLC

Attachment to Vaultas Master Services Agreement

Vaultas, Vaultas, LLC and Vaultas Alexandria, LLC ("Vaultas") is committed to providing the highest quality data center services to its Customers. The following guarantees are part of such commitment and demonstrate Vaultas' s willingness to stand behind our internal processes, our network and the quality of our service, as described below. The following guarantees are available to eligible Data Center customers ("Customers") defined as pre-approved and authorized customers receiving colocation services within the physical confines of any Vaultas data center. The following guarantees are only applicable to those services originating within the data center and do not apply to any additional or external services that Customers may receive.

Section 1: General Overview

This is a Service Level Agreement (SLA) document:

- The technology services Vaultas provides to its data center customers
- The targets for response times, service availability, and maintenance associated with these services
- The responsibilities of Vaultas as a provider for subscription services, hourly services and/or any other applicable services
- Review and reporting SLA process
 - This SLA will be reviewed annually to access hardware, software and procedural accuracy
 - This SLA shall remain valid until revised or terminated in writing

Section 1.1: Service Description

Service Scope

Vaultas provides co-location services for customers in a reliable and secure location with access to Network connectivity for housing mission-critical servers, data storage, network equipment and other related technology equipment. Customers are provided rack space (1/4, 1/2 and full) in lockable cabinets with power connections (selected by customer) backup UPS, on-site generators, and other independent services or assistance as requested by customer.

Co-location Service may also include

- Remote and secure management access
- Physical security and access, 24/7 monitoring



- Smoke detection (VESDA) and pre-action dry pipe fire suppression system
- Automated 24/7 monitoring for environmental conditions and security
- 24/7 approved and documented secure access for designated customer agents and technician
- Access to BCDR space on third floor for technicians, providers and approved vendors

Section 1.2: Roles and Responsibilities

- Data maybe sensitive, protected or public. Data owner is fully responsible for all data within their purview
- Vaultas shall be responsible for redundant power, UPS power and generator back-up
- Vaultas provides 24/7 automated monitoring of environment and physical security
- Vaultas provides secure building access; entry is facial recognition with key card and pin number controls; and restricted to pre-authorized users who have undergone police background checks
- In the event of a known or planned power and services outage, Vaultas will notify customer's designated and authorized contact within 48 hours of such an event or occurrence
- Customer will abide by all provisions of this SLA, Master Service Agreement and Vaultas' s physical security policy
- Customers authorized representative must be available when resolving a service related incident or event
- Customer shall submit appropriate service requests through Vaultas' s designated system
- Customer shall maintain current hardware warranties And software licenses
- Customer shall use only Vaultas designated rack space and shall pay all Vaultas invoices promptly
- Customer may not "lease" or "sub-lease" to any other customer without prior written approval by Vaultas
- Customer agrees to orient equipment in its designated rack space in a manner that complies with the hot isle/cold isle airflow plan for its designated location. Vaultas will work with customer to insure compliance and efficient functionality
- Customer is responsible for paying all costs and expenses associated with all devises and peripherals, software, maintenance and associated vendor relationships
- Customer pays for network drops, rack space, power, firewall context, and (if requested) back-up service
- Customer must insure that equipment meets established industry electrical, thermo and magnetic standards. Vaultas will request removal of any equipment not in compliance with established standards
- Customer provides and ensures that system and security contact information is kept up to date
- Customer complies with Data Center Policy for controlled access; only pre-authorized users are granted access. Cardkey access is not to be shared or transferred



- Customer must insure that all pre-authorized vendors provide a certificate of insurance to be held on file by Vaultas

Section 2: Availability Guarantees

A. Hardware Availability

Vaultas guarantees that all Vaultas - owned hardware operated and maintained on behalf of Customer ("Hardware") will be operational at least 99.9% of the time in each calendar month for standard Data Center Service. Upon receiving a Service Credit Request, Vaultas will calculate the duration of any Hardware Unavailability to Customer. See **Section 6** hereof for the Service Claim Process.

B. Power Availability

Vaultas guarantees to supply contracted AC power ("Power") to Customer's service at least 99.9% of the time in each calendar month. Upon receiving a Service Credit Request, Vaultas will validate and calculate the duration of any Power Unavailability to Customer. See **Section 6** hereof for the Service Claim Process.

C. Vaultas Data Center Network Availability

Vaultas guarantees to supply Customers with Vaultas Data Center Network interconnection connectivity ("Data Center Interconnectivity ") at least 99.9% of the time in each calendar month. "Data Center Interconnection Connectivity" shall mean the connection provided by Vaultas from the Customer's demarcation point, but not including Customer's equipment, through the Vaultas' s Data Center Network up to Vaultas' s Backbone Network demarcation point. Upon receiving a Service Credit Request, Vaultas will validate and calculate the duration of the Data Center Interconnection Connectivity Unavailability to Customer. See **Section 6** hereof for the Service Claim Process.

D. Backbone Network Availability

Vaultas guarantees at least 99.9% Vaultas Backbone Network uptime in each calendar month. "Backbone Network Unavailability" shall mean the failure of the Vaultas internal to Data Center Backbone Network, for reasons not involving the Vaultas Data Center Network Availability Guarantee, resulting in Customer's equipment being unable to connect to the Vaultas Backbone Network. Upon receiving a Service Credit Request, Vaultas will validate and calculate the duration of the Vaultas Backbone Network Unavailability to Customer. See **Section 6** hereof for the Service Claim Process.

E. Service Credit for Unavailability

For each calendar month, if Customer experiences availability of Vaultas infrastructure below the committed availability service level of 99.9% Customer will receive a Service Credit. The amount of Service Credit that may be granted, upon compliance by Customer with the procedures herein, shall be:

- a. Unavailability equal to or greater than forty (40) minutes, but less than four (4) hours, in a calendar month: one (1) day Service Credit.



- b. Unavailability equal to or greater than four (4) hours, but less than eight (8) hours, in a calendar month: one (1) week Service Credit.
- c. Unavailability equal to or greater than eight (8) hours in a calendar month: one (1) month Service Credit.

Service Credits are calculated according to number of days in affected month. The Monthly Designated Fee is defined as the total monthly invoiced amount for the affected Vaultas colocation services.

Section 3: Internet Latency Guarantee

Vaultas guarantees an average monthly transmission rate of 60 milliseconds or less to at least one of Vaultas' s upstream Internet providers' or peers' BGP interfaces. Vaultas measures Internet latency to Vaultas' s upstream Internet providers' or peers' BGP interfaces at approximately five (5) minute intervals and calculates the average at the end of each calendar month. Any Customer who experiences average Internet latency to at least one of Vaultas' upstream Internet providers' or peers' BGP interfaces in excess of 60 milliseconds as so calculated for any calendar month will, upon compliance with the procedures herein, be eligible to receive Service Credit as follows:

- Average Internet latency in excess of 60 milliseconds for any calendar month: one (1) week Service Credit
- Average Internet latency in excess of 60 milliseconds in each of two (2) consecutive calendar months: one (1) month Service Credit

Section 4: Packet Loss Guarantee

Vaultas guarantees that packet loss shall be not more than one percent (1%) on the Vaultas Data Center Network or Backbone Network during any calendar month. Vaultas measures packet loss on the Vaultas Backbone Network at approximately five (5) minute intervals and calculates the average at the end of each calendar month. Any Customer who experiences a packet loss on the Vaultas Backbone Network in excess of one percent (1%) as so calculated for any calendar month will, upon compliance with the procedures herein, be eligible to receive a one (1) day Service Credit. See **Section 6** hereof for the Service Claim Process.

Section 5: Definitions

"Monthly Recurring Charge" shall mean the monthly fee for Customer's data center service charged by Vaultas for the month in which the event giving rise to the claim for Service Credit occurs.

"Vaultas Backbone Network" shall mean the telecommunications network and network components, including points of presence, from Vaultas' upstream demarcation point, "demarc," to at least one of Vaultas' s upstream Internet providers' or peers' BGP interfaces.

"Unavailability" for purposes of the "Availability Guarantees" of **Section 1** shall not include (and for which no Service Credit shall be granted) unavailability due to Vaultas planned maintenance



or other planned outages; packet loss (which is addressed separately in **Section 4**); customer request; any customer equipment, circuit, application, software, code, hardware device failure or malfunction; acts or omissions of Customer and/or Customer's users; denial of credit to Customer; or reasons outside of Vaultas' s reasonable control, such as Force Majeure. For purposes of this Service Level Agreement, "planned maintenance or other planned outages" shall mean planned maintenance and other planned outages that shall occur weekly, and only on Wednesday and Sunday nights between the hours of 2:00 A.M and 6:00 A.M. Central Time.

Not less than 48 hours prior to a scheduled service interruption, Vaultas will notify Customer's technical contact, provided in writing to Vaultas by e-mail, of such scheduled interruption in service and the nature of such interruption. Such notice shall be effective for all purposes herein, despite any failure of the Customer and/or its agents to receive such notice for any reason, including problems with or failures of Customer's e-mail system(s) or erroneous contact information provided by Customer or any other reason.

Section 6: Service Claim Process

To initiate a claim for Service Credit with respect to any Guarantee, Customer shall submit a completed Service Credit Request Form within fourteen (14) days after the end of the month during or for which the event occurred, which gives rise to the claim for Service Credit. Vaultas shall acknowledge receipt of Service Credit Request form, as received for processing.

All Service Request Forms shall be received by Vaultas by e-mail, shall be acknowledged no later than the next business day after receipt and shall be reviewed within 14 days after such receipt. Customer shall be notified by e-mail upon resolution of request.

Unless customer has been notified of any unavailability by Vaultas, customer shall have notified Vaultas operations center at; **888.308.2858** of any unavailability promptly during such event. Eligibility for Service Credit is based on a failure that is solely caused by a component or components of customer's service that is managed directly by Vaultas.

Section 7: Service Credit

If customer's Service Credit Request is approved, Vaultas shall issue Service Credit to customer's account, which shall appear in the month following the month in which the Request is approved by Vaultas.

The Service Credit shall be the customer's sole remedy for any failures by Vaultas to provide services, including but not limited to any Unavailability.

The Service Credit provided for herein is based on Customer's compliance with the terms and conditions of its Master Service Agreement with Vaultas, and the failure of the customer to comply therewith may invalidate Vaultas' s guarantees provided herein. Furthermore, Vaultas



shall not be held liable for failure to fulfill its obligations hereunder if such failure is due to Customer's tampering with any equipment.

If Vaultas fails to comply with more than one guarantee with respect to a customer at separate times during a calendar month, each guarantee will be eligible for the granting of Service Credits. Should Vaultas fail to comply with more than one guarantee at a single time, such as, in the case of a wide spread outage, Service Credits for those services affected concurrently will not be cumulative. In this case, only the Guarantee producing the greatest measured Service Credit to the customer will be considered for the granting of Service Credit. Furthermore, if the Customer receives more than one service, Service Credits will not be considered for Services that were not affected by Vaultas' failure to comply with any Guarantee.

Section 8: Terms of Agreement

This Agreement is not valid without an accompanying Master Service Agreement (MSA) for Data Center Services in effect.

Section 9: Benefits and Burdens

This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto, and their respective legal representatives, successors and assigns.

Section 10: Amendments

This agreement is subject to change from time to time at the discretion of Vaultas. Alterations and amendments to this Service Level Agreement shall be of no force or effect unless such alterations or amendment is made in writing and included into this Service Level Agreement and posted on the Vaultas website at <http://www.vaultas.com/policies>.

Section 11: Categories of Service Changes

There are three categories of service changes.

- Planned Maintenance is approved work that is planned and scheduled in advance. Vaultas will notify customers of any and all planned maintenance. E-mail and web site notification will be sent with time and date if the planned maintenance window, scope of impact and any effects of a potential outage
- Unplanned maintenance is priority work that is unplanned due to an urgent repair, patch or update designed to prevent current or future failure
- Emergency Service Change, these are service failures that affect the entire surrounding locations of metropolitan areas. These are events that require immediate repairs, restoration or alternations to immediate services to prevent current and future failures



Section 11: Governing Laws and Disputes

Applicable governing law and the process for dispute resolution shall be set forth in the accompanying Master Service Agreement.

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