

# RapidScale Service Level Agreement

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### Service Level Agreement

This Service Level Agreement (“SLA”) sets forth the respective service level agreements applicable to the respective hosted third-party Services provided to you pursuant to the Agreement. This SLA is subject to and incorporated into the T&C’s and is a part of the Agreement between you and RapidScale. Terms not defined in this SLA shall have the meaning set forth in the T&Cs.

To the extent that you purchase the third-party Services below, the corresponding service level agreement provided below shall be applicable to your use of the applicable Services. RapidScale Service Level Agreements are aligned with Service Level Agreements as provided by respective third-party vendors where available, in all instances the service level agreements provided by RapidScale equal or exceed service level agreements as provided by respective third-party vendors. RapidScale reserves the right to amend service level agreement(s) at any-time in accordance with any third-party updates. Customer is responsible for reviewing this document periodically for any changes.

Service Level Agreement	RapidScale Service	Technology
Hosted Services Service Level Agreement	Desktop as a Service Infrastructure as a Service	Citrix Desktop as a Service
		Horizon Desktop as a Service
	Infrastructure	Cloud Server
		Fortinet (Virtual)
Restore Based Service Level Agreement	Backup as a Service Disaster Recovery as a Service	Veeam Backup
		Zerto Disaster Recovery
Microsoft Service Level Agreement	Microsoft 365, Microsoft Voice, Microsoft Azure	Microsoft 365 Services
		Microsoft Voice Services
		Microsoft Azure Services
SaaS – Service Level Agreement	Email Protection Multi-Factor Authentication	Mimecast Services
		Duo – Multifactor Authentication
Networking	SD-WAN	VeloCloud
Database Support Services Level Agreement	-	n/a
Managed Detection and Response	MDR	Proficio
No Uptime Service Level Agreement		-N-Able
		Fortinet (Physical)
		Meraki AP & Switches

## Service Availability

Unless explicitly defined for a respective Service Level Agreement the following applies with respect to Service Availability.

Actual duration of the unavailability of such Service shall be measured from the issuance of a help-desk case by the RapidScale help desk to the restoration of availability of the affected Service. You will receive a credit equal to the percentage as defined for the respective Service Level Agreement multiplied by the fees due for such affected Service(s) for the applicable calendar month. In no event will you receive an aggregate credit of more than 50% of the total monthly recurring charges (MRCs) paid or payable to RapidScale by you with respect to an applicable calendar month for the applicable Service. Credits must be requested by Customer in writing within 20 calendar days following the end of the month for which the credit is being requested. Any unavailability of the applicable Service due to the following shall not constitute unavailability of the applicable Service for purposes of calculating the uptime availability and the corresponding Service credits.

## Credit Exceptions

Unless explicitly defined for a respective Service Level Agreement the following credit exceptions apply:

### **Credit Exceptions**

1. Lack of customer resources (physical and / or human resources) where restore point is customer premise. (Restore Based Service Level Agreement Only)
2. Denial of service (DOS) attempts and any other malicious attempts by third-parties;
3. issues that result from your (or your third-party) services, applications, hardware, or software, including, but not limited to, issues resulting from inadequate bandwidth from a Third-Party Provider or Customer;
4. Power outages by equipment that do not include UPS;
5. Scheduled RapidScale network maintenance;
6. Cabling, infrastructure, on-premises equipment or circuits/transport (between customer's location and RapidScale) provided, owned and/or operated by you;
7. Issues caused by the applicable third-party service provider disabling or terminating the applicable Services;
8. Issues caused by your failure to modify your use of a Service after RapidScale has advised you to modify your use of a Service;
9. Acts or omissions by you or your employees, agents, contractors, or vendors, or anyone gaining access to RapidScale's network by means of your passwords or equipment;
10. Your failure to adhere to any required configurations, your failure to use supported platforms, or your failure to follow the Acceptable Use Policy (AUP) or any applicable third-party terms and conditions, the T&C's or the Agreement;
11. Delinquent payments with respect to the applicable Service at the time of the unavailability; and
12. Force Majeure Events.

**EXCLUSIVE REMEDIES:** THE RESPECTIVE CREDITS PROVIDED PURSUANT TO THE RESPECTIVE SERVICE LEVEL AGREEMENTS BELOW WILL CONSTITUTE RAPIDSCALE'S SOLE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE TO ACHIEVE THE CORRESPONDING SERVICE LEVEL COMMITMENTS BELOW.

## Hosted Services Service Level Agreement

RapidScale provides the following Service Level Agreement based on uptime availability for RapidScale Hosted Services. This includes the following services defined in Hosted Service Table below:

Hosted Services Table:

Desktop as a Service	Citrix Desktop as a Service
	VMware Desktop as a Service
Infrastructure as a Service	Cloud Server Service
	Fortinet (Virtual)

The actual duration of the unavailability of such Service shall be measured from the issuance of a help-desk ticket by the RapidScale help desk to the restoration of availability of the affected Service. You will receive a credit equal to the corresponding percentage below multiplied by the fees due for such affected Service for the applicable calendar month. In no event will you receive an aggregate credit of more than 60% of the total monthly recurring charges (MRCs) paid or payable to RapidScale by you with respect to an applicable calendar month for the applicable Service. Credits must be requested by you in writing within 20 calendar days following the end of the month for which the credit is being requested. Any unavailability of the applicable Service due to Credit Exceptions shall not constitute unavailability of the applicable Service for purposes of calculating the uptime availability and the corresponding Service Credits.

### Terms

**Standard:** Refers to an architecture with a single point of failure. The Service Level Agreement for availability is 99.5% or 220 minutes of downtime per month.

**High Availability (HA):** Refers to an architecture with two (2) or more points of redundant failure. The Service Level Agreement for availability is 99.9% or 44 minutes of downtime per month.

### Service Availability

Standard Service (Non-HA)	Service Credit % of MRC
Uptime of 99.5% or higher (less than 220 minutes of downtime)	None
Uptime of 99.49% - 99.0% (more than 220 and less than 438 minutes of downtime)	10%
Uptime of 98.99% - 97.0% (more than 438.1 and less than 1,296 minutes of downtime)	20%
Uptime of 96.99% - 96.0% (more than 1,296.1 and less than 1,728 minutes of downtime)	30%

Uptime of 95.99% - 95.0% (more than 1,728.1 and less than 2,160 minutes of downtime)	40%
Uptime of less than 95.0% (more than 2,160 minutes of downtime)	50%

High Availability (HA) Service	Service Credit % of MRC
Uptime of 99.99% or higher (less than 4 minutes 21 seconds of downtime)	None
Uptime of 99.9% or higher (less than 44 minutes of downtime)	20%
Uptime of 99.5% - 99.89% (more than 44 and less than 220 minutes of downtime)	25%
Uptime of 99.49% - 99.0% (more than 220 and less than 438 minutes of downtime)	30%
Uptime of 98.99% - 97.0% (more than 438 and less than 1,296 minutes of downtime)	35%
Uptime of 96.99% - 96.0% (more than 1,296 and less than 1,728 minutes of downtime)	40%
Uptime of less than 96.0% (more than 1,728 minutes of downtime)	50%

## Restore Based Service Level Agreement

RapidScale provides the following Service Level Agreement based on Restore Time Objectives (RTO) for RapidScale Restore Based Services. This includes the following services defined in Restore Based Services Table below:

Restore Based Service Table:

Disaster Recovery as a Service	Veeam
Backup as a Service	Zerto

### Disaster Recovery as a Service

Disaster Recovery as a Service is considered a secondary service that attaches to a primary service or solution (either RapidScale hosted or in your on-premises environment). RapidScale shall use commercially reasonable efforts to ensure Service is available to you 99.9% of the time or greater where Service is provided by RapidScale. This does not constitute a promise or commitment of uptime availability or SLA against uptime. Service Level Agreements (SLAs) for this service are against the RTOs committed to as part of the service.

RapidScale provides the following Service Level Agreement for Disaster Recover as a Service based on Severity 1 RTO for Disaster Recovery as a Service against restores to RapidScale Data Centers. The actual duration of restoration of data shall be measured from the issuance of a help-desk ticket by the RapidScale help desk based on the Customer's individual RTOs per their RapidScale Agreement.

### **Backup as a Service**

Backup as a Service is considered a secondary service that attaches to a primary service or solution (either RapidScale hosted or in your on-premises environment). RapidScale shall use commercially reasonable efforts to ensure Service is available to you 99.9% of the time or greater where Service is provided by RapidScale. This does not constitute a promise or commitment of uptime availability or SLA against uptime. Service Levels Agreements for this service are against the RTOs committed to as part of the Service.

RapidScale provides the following Service Level Agreement for Backup as a Service based on Severity 1 RTO for Backups restored to RapidScale Data Centers. The actual duration of restoration of data shall be measured from the issuance of a help-desk ticket by the RapidScale help desk to the commencement of the restoration of affected service.

For both Disaster Recovery as a Service and Backup as a Service you will receive a credit equal to the corresponding percentage below multiplied by the fees due for such affected Restoration Service for the applicable calendar month. In no event will you receive an aggregate credit of more than 50% of the total MRCs paid or payable to RapidScale by you with respect to an applicable calendar month for the applicable Service. Credits must be requested by you in writing within 60 calendar days following the end of the month for which the credit is being requested. Any unavailability of the applicable Service due to Credit Exceptions shall not constitute unavailability of the applicable Service for purposes of calculating the uptime availability and the corresponding Service Credits.

### **Service Credit**

Backup as a Service	
Restore Time Objective	Service Credit % of MRC for Affected Service
Greater than 2 Hours and less or equal to 4 Hours	25%
Greater than 4 Hours	50%

Disaster Recovery as a Service	
Restore Time Objective	Service Credit % of MRC for Affected Service
<b>2 Hours RTO</b>	
Greater than 2 and less or equal to 3 Hours	25%
Greater than 3 and less or equal to 4 Hours	35%
Greater than 4 hours	50%
<b>4 Hours RTO</b>	
Greater than 4 and less or equal to 5.5 Hours	25%
Greater than 5.5 and less or equal to 7 Hours	35%
Greater than 7 hours	50%
<b>12 Hours RTO</b>	
Greater than 12 and less or equal to 14 Hours	25%
Greater than 14 and less or equal to 16 Hours	35%
Greater than 16 hours	50%

## Microsoft 365 Services

RapidScale provides the following Service Level Agreement based on uptime availability for Microsoft Cloud Services. The Microsoft services included in this SLA are defined in Microsoft Cloud Services Table below:

Microsoft 365 Cloud Services Table:

Microsoft 365	Exchange Online
	Exchange Online Archiving
	Exchange Online Protection
	Microsoft Teams
	Microsoft 365 Business
	Microsoft 365 Advanced Compliance
	Microsoft 365 Pro-Plus
	Office Online
	OneDrive for Business
	Project Online
	SharePoint Online
	Identity as a Service Premium

**Exchange Online Downtime:** Any period of time when users are unable to send or receive email with Outlook Web Access. There is no scheduled downtime for this Service.

**Exchange Online Archiving Downtime:** Any period of time when users are unable to access the email messages stored in their archive. There is no scheduled downtime for this Service.

**Exchange Online Protection Downtime:** Any period of time when the network is not able to receive and process email messages. There is no scheduled downtime for this service.

**Microsoft Teams Downtime:** Any period of time when end users are unable to see presence status, conduct instant messaging conversations, or initiate online meetings.<sup>1</sup>

**Microsoft 365 Business Downtime:** Any period of time when Office applications are put into reduced functionality mode due to an issue with Microsoft 365 activation.

**Microsoft 365 Advanced Compliance Downtime:** Any period of time when the Customer Lockbox component of Microsoft 365 Advanced Compliance is put into reduced functionality mode due to an issue with Microsoft 365.

**Microsoft 365 Pro-Plus Downtime:** Any period of time when Office applications are put into reduced functionality mode due to an issue with Microsoft 365 activation.

**Office Online Downtime:** Any period of time when users are unable to use the Service to view and edit any Office document stored on a SharePoint Online site for which they have appropriate permissions.

**OneDrive for Business Downtime:** Any period of time when users are unable to view or edit files stored on their personal OneDrive for Business storage.

**Project Online Downtime:** Any period of time when users are unable to read or write any portion of a SharePoint Online site collection with Project Web App for which they have appropriate permissions.

**SharePoint Online Downtime:** Any period of time when users are unable to read or write any portion of a SharePoint Online site collection for which they have appropriate permissions.

**Identity as a Service Premium:** Any period of time when users are unable to authenticate and they have the appropriate permissions.

**Monthly Uptime Percentage:** The Monthly Uptime Percentage is calculated using the following formula:

Service Downtime

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each incident that occurs during that month multiplied by the number of users impacted by that Incident.

**Service Credit**

Monthly Uptime Percentage	Service Credit
Less than 99.9%	25%
Less than 99%	35%
Less than 95%	50%

<sup>1</sup>Online meeting functionality applicable only to users licensed for the Skype for Business Online Plan 2 Service.



## Microsoft Voice Services

RapidScale provides the following Service Level Agreement based on uptime availability for Microsoft Voice Services. The Microsoft services included in this SLA are defined in Microsoft Voice Services Table below:

Microsoft 365 Voice Services Table:

Microsoft 365 Voice	Skype for Business Online
	Microsoft Teams – Calling Plans and Audio Conferencing
	Microsoft Teams – Voice Quality

### Skype for Business Online / Microsoft Teams – Calling Plans and Audio Conferencing

**Skype for Business Downtime:** Any period of time when end users are unable to see presence status, conduct instant messaging conversations, or initiate online meetings.<sup>1</sup>

**Microsoft Teams – Calling Plans and Audio Conferencing Downtime:** Any period of time when end users are unable to initiate a PSTN call or unable to dial into conference audio via the PSTN.

**Monthly Uptime Percentage:** The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each incident that occurs during that month multiplied by the number of users impacted by that incident.

### **Service Credit (Skype for Business / Microsoft Teams – Calling Plans and Audio Conferencing)**

Monthly Uptime Percentage	Service Credit
Less than 99.9%	25%
Less than 99%	50%
Less than 95%	100%

<sup>1</sup>Online meeting functionality applicable only to Skype for Business Online Plan 2 Service.

### Microsoft Teams – Voice Quality

This SLA applies to any eligible call placed by any voice service user within the subscription (enabled for making any type of call VOIP or PSTN).

**Additional Definitions**

“Eligible Call” is a Microsoft Teams-placed call (within a subscription) that meets both conditions below:

- The call was placed from a Microsoft Teams Certified IP Desk phones on wired ethernet
- Packet loss, jitter and latency issues on the call were due to networks managed by Microsoft.
- Calls were placed using Microsoft Phone System, Microsoft Calling plans.

“Total Calls” is the total number of Eligible Calls

“Poor Quality Calls” is the total number of Eligible Calls that are classified as poor based on numerous factors that could impact call quality in the networks managed by Microsoft. While the current Poor Call classifier is built primarily on network parameters like RTT (Roundtrip Time), packet loss rate, jitter and packet loss-delay concealment factors, it is dynamic and continually updated based on new learnings from analysis using millions of Skype, Skype for Business, and Microsoft Teams calls and evolution of devices, algorithms and end-user ratings.

**Monthly Good Call Rate:** The Monthly Good Call Rate is calculated using the following formula:

$$\frac{\text{Total Calls} - \text{Poor Quality Calls}}{\text{Total Calls}} \times 100$$

**Service Credit**

Monthly Good Call Rate	Service Credit
Less than 99.9%	25%
Less than 99%	50%
Less than 95%	100%

Microsoft Azure

RapidScale provides the following Service Level Agreement based on uptime availability for Microsoft Azure Cloud Services. The Microsoft services included in this SLA are defined in Microsoft Azure Cloud Services Table below:

Microsoft Azure Services Table:

Microsoft Azure	Virtual machine single instance with 10Standard HDD manage disk
	Storage Account LRS GRS and ZRS (Cool and Archived)
	Virtual machine Single instance with Standard SSD
	Azure Backup
	Azure DevOps
	Azure Monitor
	Virtual Machines Premium Storage
	Virtual machine Single instance with Premium SSD

Manage Disk Cool Archive GRS
Storage Account RA-GRS Cool and Archive Tier
Storage Account LRS GRS and ZRS
Azure ExpressRoute
Azure Firewall
Virtual machines 2 in availability set
Event Hubs
BPN Standard High Performance
Azure Active Directory Basic and Premium
Azure NetApp files
Azure SQL Database Basic / Standard
Azure SQL Managed Instance
Azure VNet NAT
Manage Disks Hot GRS
Storage Accounts RA-GRS

**Azure Virtual Machine:** Any period of time when users are unable to access virtual machines per Azure Logs.

**Azure Firewalls:** Any period of time when users are unable to access Azure Firewalls per Azure Logs.

**Azure Storage:** Any period of time when users are unable to read or write to Azure storage per Azure Logs.

**Azure Database:** Any period of time when users are unable to read or write to Azure database storage per Azure Logs.

Service Downtime for the following Azure Services:

Virtual machine single instance with 11Standard HDD manage disk
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Is calculated as following:

$$\frac{User\ Minutes - Downtime}{User\ Minutes} \times 100$$

where Downtime is measured in user minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each incident that occurs during that month multiplied by the number of users impacted by that Incident.

### **Service Credit**

Monthly Uptime Percentage	Service Credit % of MRC for Affected Service
Less than 95%	25%
Less than 93.5%	35%
Less than 92%	50%

Service Downtime for the following Azure Services:

Storage Account LRS GRS and ZRS (Cool and Archived)

Is calculated as following:

$$\frac{User\ Minutes - Downtime}{User\ Minutes} \times 100$$

where Downtime is measured in user minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each incident that occurs during that month multiplied by the number of users impacted by that Incident.

### **Service Credit**

Monthly Uptime Percentage	Service Credit % of MRC for Affected Service
Less than 99%	25%
Less than 97.5%	35%
Less than 96%	50%

Service Downtime for the following Azure Services:

Virtual machine Single instance with Standard SSD

Is calculated as following:

$$\frac{User\ Minutes - Downtime}{User\ Minutes} \times 100$$

where Downtime is measured in user minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each incident that occurs during that month multiplied by the number of users impacted by that Incident.

### **Service Credit**

Monthly Uptime Percentage	Service Credit % of MRC for Affected Service
Less than 99.5%	25%
Less than 98%	35%
Less than 96.5%	50%

Service Downtime for the following Azure Services:

Azure Backup
Azure DevOps
Azure Monitor
Virtual Machines Premium Storage
Virtual machine Single instance with Premium SSD
Manage Disk Cool Archive GRS
Storage Account RA-GRS Cool and Archive Tier
Storage Account LRS GRS and ZRS

Is calculated as following:

$$\frac{User\ Minutes - Downtime}{User\ Minutes} \times 100$$

where Downtime is measured in user minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each incident that occurs during that month multiplied by the number of users impacted by that Incident.

**Service Credit**

Monthly Uptime Percentage	Service Credit % of MRC for Affected Service
Less than 99.9%	25%
Less than 98.4%	35%
Less than 96.9%	50%

Service Downtime for the following Azure Services:

Azure ExpressRoute
Azure Firewall
Virtual machines 2 in availability set
Event Hubs
BPN Standard High Performance

Is calculated as following:

$$\frac{User\ Minutes - Downtime}{User\ Minutes} \times 100$$

where Downtime is measured in user minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each

incident that occurs during that month multiplied by the number of users impacted by that Incident.

**Service Credit**

Monthly Uptime Percentage	Service Credit % of MRC for Affected Service
Less than 99.95%	25%
Less than 98.45%	35%
Less than 96.95%	50%

Service Downtime for the following Azure Services:

Azure Active Directory Basic and Premium
Azure NetApp files
Azure SQL Database Basic / Standard
Azure SQL Managed Instance
Azure Vnet NAT
Manage Disks Hot GRS
Storage Accounts RA-GRS

Is calculated as following:

$$\frac{User\ Minutes - Downtime}{User\ Minutes} \times 100$$

where Downtime is measured in user minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each incident that occurs during that month multiplied by the number of users impacted by that Incident.

**Service Credit**

Monthly Uptime Percentage	Service Credit % of MRC for Affected Service
Less than 99.99%	25%
Less than 98.49%	35%
Less than 96.99%	50%

## SaaS Service Level Agreement

### Mimecast

Email Protection:

Email Protection	Mimecast
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### **Terms**

**False Negative:** means a spam email which is not identified as spam by the Service.

**False Positive:** means a legitimate email incorrectly identified as spam by the Service. Emails which do not constitute business email, emails sent from a compromised machine, emails sent from a machine on a third-party block list, or where the senders mail server does not fully comply with SMTP standards as defined in RFC 2821 & 2822 shall not constitute as false positives.

### **Service Availability**

"Service Availability" is defined as SMTP messages delivered to and from host servers. If Service Availability to you is calculated to be below 100% in any given calendar month, you will be eligible for a credit for the month in which the non-availability occurred as follows:

Service Availability in a Given Calendar Month	Service Credit % of MRC
Less than 100% but more than 99%	10%
Less than 99% but more than 98%	20%
Less than 98% but more than 97%	30%
Less than 97% but more than 96%	40%
Less than 96%	50%

### Duo Services

Multi-Factor Authentication:

Multi-Factor Authentication	Duo
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### **Terms**

**Downtime** means when there is more than a five percent user error rate across all of a Customer's users. Downtime is measured based on server-side error rate.

**Service** means the Duo Security multi-factor authentication service.

**Monthly Uptime Percentage** means total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.

**Service Credit** means the number of days of Service to be added to the end of the Service term per the Service Availability table defined below.

**Service Availability**

Downtime is defined as % availability in a given calendar month. If Service availability is calculated to be below 100% in any given calendar month, you will be eligible for a credit for the month in which the non-availability occurred as follows:

Service Availability in a Given Calendar Month	Days Credited
Less than 99.95% and greater than 99.9% (Duo Care premium only)	3
Less than 99.9% and greater than 99.0%	3
Less than 99.0% and greater than 95.0%	7
Less than 95.0%	15

## SD-WAN Service Level Agreement

SD-WAN:

SD-WAN	Velocloud
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**Terms**

**Monthly Uptime Percentage** means total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.

**Service Credit** defined as non-availability of the Service Availability based on the Configuration for RapidScale / Cox Business provided Services. Payout of credits are against the affected services.

Configuration	Service Availability in a Given Calendar Month	Service Credit % of MRC
SD-WAN Only	No SLA	0%
SD-WAN + Cox Business Provided Carrier Services	Less than 99.75%	35%
SD-WAN + LTE Backup	Less than 99.9%	35%
SD-WAN + Cox Business Provided Carrier Services + LTE Backup	Less than 99.99%	50%



## Database Support Services Level Agreement

RapidScale provides the following Service Level Agreement based for Database Support Services. Credit for failure to meet the SLAs as defined below should be requested by you within 60 calendar days following the end of the month for which the credit is being requested. RapidScale does not provide a Service Level Agreement against time to resolve for helpdesk cases, only Initial Response per our Published Response Times. Credits are prorated for the portion of the Service for which support is provided.

For Priority 1 outages that last more than 14 calendar days, RapidScale will add an additional Enterprise Client Project Manager "ECPM" to the account to assist with remediation until the issues are resolved. Following a Priority 1 incident RapidScale will conduct a Root Cause Analysis "RCA" within 7 days and present any findings to the Customer.

1. Time to Respond – Regardless of whether RapidScale helpdesk cases are submitted by Phone, Email or Portal, RapidScale provides an initial response time based on the table below,

Priority	Response Time (Hours, Mins)	Resolution Time (SLOs)
P4 (Priority 4) – Add Printer, Add User, Change User Based Settings	24 Hours <sup>1</sup>	5 Business Days Target Resolution
P3 (Priority 3) – Individual User Service Affected, Unable to Perform Duties	8 Hours	2 Business Days Target Resolution
P2 (Priority 2) – Isolated Platform / Service Affected (Single Service, or VM) affecting sub-set of users.	30 Minutes	8 Business Hours Target Resolution
P1 (Priority 1) – All RapidScale Services Offline or Deprecated, (Affecting Large base of users)	15 Minutes	4 Hour Target Resolution

### Credit Exceptions

1. Invalid / missing contact information.
2. Customer inaccessibility.

### Terms

**Response Time** means the number of minutes / hours beyond the published response time for each severity level of helpdesk case.

**Initial Response** refers to a response from RapiScale via email or phone back to a Customer Contact from a helpdesk case initiated via email or portal. Helpdesk case initiated via phone do not require an Initial Response.

### Service Credit

The table below defines the SLA based on a per incident basis where RapidScale fails to meet the Response Time Service Level Agreement.

Response Level	Service Credit for Affected Service
Priority 1	
Per Incident	\$200

Response Level	Service Credit for Affected Service
Priority 2	
Per Incident	\$100
Priority 3	
Per Incident	\$50
Priority 4	
No SLA	

## Managed Detection and Response Service Level Agreement

### Credit Exceptions

1. Partner or End-User System outages
2. log data corruption caused by Partner or End User
3. Non-Proficio Services and Platform connection interruptions, or outages of services
4. Documented denied access to Services (including Partner or End User delays with onboarding support or insufficient responses to tickets assigned to Partner)
5. Partner or End User requests or instructions outside the scope of Services contemplated hereunder that cause the SLA failure
6. SLA deviations during the first 3 calendar months for each new End User("ramp up period")

Managed Detection and Response:

MDR	Proficio
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### Terms

Service Level Agreement (SLA) for ProSOC MDR Services (all references in the Agreement to "ProSOC MDR Services" includes SOCaas, SIEM, SOAR, MDR, and, if purchased, All Active Defense Response Services).

Priority	Definition	Mean Time <sup>a</sup> to Detection and Response *
Critical	Infrastructure outage, immediate threat, data exfiltration, confirmed breach or configuration changes impacting service delivery.	1 Hour
High	Evidence of previous breach or unconfirmed potential breach. Detected malware or lateral movement. Configuration changes for urgent infrastructure needs. Configuration changes not immediately impacting service delivery	2 Hours
Medium	Potential malicious behavior requiring follow-up or additional information. Configuration changes not immediately impacting service delivery	4 Hours
Low	Non-priority questions or concerns such as process, documentation, or reporting requests. Non-urgent configuration requests.	12 Hours

<sup>a</sup>Mean Time means the average time to detect and respond across the total number of alerts for each Priority level on a monthly basis

**\*Detection and Response:** From when the alert is received through security monitoring to the ITSM Portal, Proficio has: (i) detected a security event; (ii) fully investigated the event, (iii) the Partner is notified for incident response with possible recommended resolutions and (iv) Proficio has completed Response Containment, when Response Containment is applicable.

**"Response Containment"** means to contain, block, or disrupt an attack or compromise.

The table below defines the SLA based on a per incident basis where RapidScale fails to meet the Response Time Service Level Agreement.

Service Availability in a Given Calendar Month	Service Credit % of MRC
Exceeds 30 minutes but less than 60 minutes	15% of Affected End-Users Monthly Subscriptions Fees
Exceeds 60 minutes but less than 90 minutes	25% of Affected End-Users Monthly Subscriptions Fees
Exceeds 90 minutes	35% of Affected End-Users Monthly Subscriptions Fees

**Monthly Uptime Percentage** means total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.

**Service Credit** defined as non-availability of the Service Availability based on the Configuration for RapidScale / Cox Business provided Services. Payout of credits are against the affected services.

**Monthly Uptime Percentage:** The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{User\ Minutes - Downtime}{User\ Minutes} \times 100$$

where Downtime is measured in user minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each incident that occurs during that month multiplied by the number of users impacted by that Incident.

**Service Credit**

Managed Detection and Response Ticketing System Availability	Service Credit % of MRC for Affected Service
Uptime of 99.9% or higher (less than 44 minutes of downtime)	0%
Uptime of 99.5% - 99.89% (More than 44 and less than 220 minutes of downtime)	10%
Uptime of 99.49% - 99.0% (More than 220 and less than 438 minutes of downtime)	20%
Uptime of 98.99% - 97.0% (More than 438 and less than 1,296)	30%

minutes of downtime)	
Uptime of 96.99% - 96.0% (More than 1,296 and less than 1,728 minutes of downtime)	40%
Uptime of less than 96.0% (more than 1,728 minutes of downtime)	50%

## No Uptime Service Level Agreement

No uptime service level agreement is provided with respect to the following RapidScale Services as defined in the No Service Level Agreement Table.

No Service Level Agreement Table:

N-Able
Fortinet (Physical)
Meraki AP & Switches

**N-Able** provides monitoring and limited backup Services, which are not considered as primary to the operation of your business. These Services are considered secondary services that attach to a primary service or solution (either RapidScale provided or in your on-premises environment). RapidScale and N-Able shall use commercially reasonable efforts to ensure Service is available to you 99.9% of the time or greater. This does not constitute a promise or commitment of uptime availability, or a service credit backed Service Level Agreement.

**Support.** Tier I/II support is provided through RapidResponse Support. Please refer to the following RapidResponse Support document for details on the support RapidScale provides: [RapidResponseSupport](#).

Vendor additional support is provided directly to RapidScale via escalation through RapidResponse, not directly to you. Such second- tier support is provided 24/7/365.

**Limitations.** RapidScale and Vendor will have no obligation to provide support for problems caused by or arising out of the following: (i) modifications or changes to the Services; (ii) use of the Services not in accordance with the Agreement or documentation; or (iii) third-party products that are not authorized in the Vendor documentation or, for authorized third-party products in the Vendor documentation, problems arising solely from such third-party products.

## Excluded Services

The following Services are not currently covered under this SLA as defined in the Excluded Services Table:

Excluded Services Table:

Any licensing purchased under Service Provider Licensing Agreement (SPLA, EA, MSPA, MS Open)
Any licensing under Bring Your Own Licensing (BYOL) rules
Any tools used for migration and/or setup of data into a RapidScale Service, including, but not limited to, BitTitan, SkyKick
Any Services procured through third party for one-time or occasional use
Secondary Services, which are services that are not considered business critical such as email or desktops. Examples of such Services are backup or monitoring Services. A temporary outage in such Services does not typically affect business operations