

OPTIRI, LLC SERVICE LEVEL AGREEMENT (JULY 2025)

This Service Level Agreement (“Agreement” or “SLA”) between Optiri, LLC (“Optiri,” “us,” “we”) and the user (“Customer,” “you,” “your”) of Optiri services (“Services”) is a policy governing performance expectations, measurement of performance levels, and specific remedies available related to the Services provided in the Master Services Agreement and Statement(s) of Work (collectively, the “MSA”).

In the event of a conflict between the terms of this SLA and the terms of the MSA, the terms and conditions of this SLA prevail, but only to the extent of such conflict. This SLA and the Service Credits set forth are Optiri’s sole obligation and Customer’s sole and exclusive remedy for failure to meet the specified performance levels. Capitalized terms used but not defined in this SLA have the meanings provided in the MSA.

Service Level Agreement and Service Credit Exceptions: For each commitment set forth in this SLA, the Service Commitment does not apply to any unavailability of a suspended or terminated Services or any other Service performance issues as a result of: a) the acts or omissions of Customer or its employees, contractors, agents or end users; b) the failure, malfunction, or limitation of throughput of equipment, network, software, applications, or systems not owned or directly controlled by Optiri; c) circumstances or causes beyond the reasonable control of Optiri, including, without limitation, force majeure events and third-party attacks on the Optiri network (e.g., ping, denial-of-service attacks, hacking, etc.); d) internet access or related problems beyond the demarcation point of the applicable included Service(s); e) the failure of any software to perform in accordance with its specifications (“Software Failure”) where the Software Failure is not caused by Optiri’s negligence, willful misconduct, or failure to maintain a maintenance contract on that software; f) scheduled maintenance with prior notice; g) urgent maintenance with notice provided as soon as is commercially practical under the circumstances; h) if Customer is past due on any outstanding undisputed invoices; i) if Customer is not in compliance with the applicable MSA (including Optiri’s then-current Acceptable Use Policy or the applicable Order); j) Customer equipment, software, power, or other technology and/or third party equipment, software, or other technology (other than third-party equipment within Optiri’s direct control); k) the use of third-party services not provided by Optiri, including, but not limited to, issues resulting from inadequate bandwidth.

Service credits will be granted only if Customer provides Optiri with all requested information in the approved manner as described below. Upon coming to a decision, Customer will be notified by email whether the appropriate service credit will be issued on the next invoice or if Optiri rejects the claim by specifying the basis for rejection. If service is impacted by factors other than those detailed in this SLA, then we may issue a Service Credit at our discretion as Customer’s sole remedy.

Business Continuity Planning Software

Last Updated: July 1, 2025

Included Services

- Business Continuity Planning Software

Service Commitment

Optiri's Business Continuity Planning Software will be Available 99.9% of the time.

Service Credits

If any of the Services do not meet the above Service Commitment, Customer will be eligible to receive a Service Credit against the affected Services as described below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.90% but equal to or greater than 99.00%	10%
Less than 99.00% but equal to or greater than 95.00%	25%
Less than 95.00%	50%

Definitions

"Available" and **"Availability"** mean that the Customer user can log into the Service and authenticate.

"Monthly Uptime Percentage" equals the number of minutes in the calendar month minus the number of minutes of the Software is not available in that calendar month, then divided by the number of minutes in the calendar month. The result is then multiplied by one hundred (100) to achieve an Actual Uptime Percentage equated to a percent of the pro-rata amount of the fees attributable to the month in which the outage for the Included Service occurred. Monthly Uptime Percentage measurements exclude Unavailability resulting directly or indirectly from any SLA Exclusions.

A **"Service Credit"** is a dollar credit, calculated as set forth above, that we may credit back to Customer.

"Unavailable" and **"Unavailability"** mean that the software platform supporting Business Continuity Planning is not available for the user to log in and authenticate.

Credit Request Procedures

To receive a Service Credit, Customer must submit a claim by opening a service case via our client portal or by emailing support@optiri.com. To be eligible, the credit request must be received by us by the fifth (5th) business day of the month following the month in which the incident occurred and must include:

1. The words "SLA Credit Request" in the subject line;
2. The dates and times of each unavailability incident of the impacted Included Service that you are claiming;
3. Your request logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of your request is confirmed by Optiri and is less than the Service Commitment, then we will issue the Service Credit to you in the month after the claim was approved. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

Additional SLA Exclusions

None.

Replicator

Last Updated: July 1, 2025

Included Services

- Replicator/Disaster Recovery as a Service

Service Commitment

Optiri will, within six (6) hours of a Disaster Declaration, initiate and complete the activation of the target VM server at the disaster recovery (“DR”) location so Customer has the ability to access the operating system and start the applications(s) on the target VM at the DR location by way of the local or domain account log-on (Start-up”).

Service Credits

If any of the Services do not meet the above Service Commitment, Customer will be eligible to receive a Service Credit as described below.

Optiri shall credit Customer one (1) day's Monthly Fee for the affected server(s) for each hour over the Service Commitment until the Start-up is complete. In no event will the total credits for any occurrence exceed Customer's then current monthly fee for the affected server(s).

Definitions

A “**Disaster**” is any unplanned interruption of Customer's business due to causes beyond the control of Customer which significantly impairs its ability to serve its members and renders Customer unable to conduct its ordinary business activities. A disaster is also a catastrophic failure that significantly impacts Customer's business operations including loss of a facility due to destruction or inaccessibility, multiple equipment failure, or anticipated long-term power loss. The disaster needs to be occurring or eminent and be expected to cause a long-term disruption.

A “**Disaster Declaration**” is Customer's declaration of a Disaster.

A “**Service Credit**” is a dollar credit, calculated as set forth above, that we may credit back to an eligible account.

A “**VM**” is a software-based computer that exists within the target cloud environment and operates like a physical machine.

Credit Request Procedures

To receive a Service Credit, Customer must submit a claim by opening a service case via our client portal or by emailing support@optiri.com. To be eligible, the credit request must be received by us by the fifth (5th) business day of the month following the month in which the incident occurred and must include:

1. The words “SLA Credit Request” in the subject line;
2. The dates and times of each unavailability incident of the impacted Included Service that you are claiming;
3. Your request logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the downtime/offline status of the request is confirmed by Optiri and is less than the Service Commitment, then we will issue the Service Credit to you in the month after the claim was approved. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

Additional SLA Exclusions

None.

Managed Network Device

Last Updated: July 1, 2025

Included Services

- Managed Firewall
- Managed Router
- Managed Switch

Service Commitment

For the managed network device or virtual appliance services listed in Services that are configured in a single, non-redundant architecture, Optiri commits that the associated Network device shall be Available to Customer 99.5% of the time.

For network device services listed in the Services that are configured in a redundant high-available architecture, Optiri commits that the associated Network device shall be Available to Customer 99.95% of the time.

Service Credits

If any of the Services do not meet the above Service Commitment, Customer will be eligible to receive a Service Credit as described below.

Single Non-Redundant Monthly Uptime Percentage	Service Credit Percentage
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Less than 99.50% but equal to or greater than 99.00%	10%
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Less than 99.00% but equal to or greater than 95.00%	25%
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Less than 95.00%	50%
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High Availability Monthly Uptime Percentage	Service Credit Percentage
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Less than 99.95% but equal to or greater than 99.00%	10%
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Less than 99.00% but equal to or greater than 95.00%	25%
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Less than 95.00%	50%
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Definitions

“Available” and **“Availability”** mean that the device is responsive to five (5) minute interval standard ICMP or SNMP requests.

“Monthly Uptime Percentage” equals the number of minutes in the calendar month minus the number of minutes of the Software is not available in that calendar month, then divided by the number of minutes in the calendar month. The result is then multiplied by one hundred (100) to achieve an Actual Uptime Percentage equated to a percent of the pro-rata amount of the Fees attributable to the month in which the outage for the Included Service occurred. Monthly Uptime Percentage measurements exclude Unavailability resulting directly or indirectly from any SLA Exclusions.

A **“Service Credit”** is a dollar credit, calculated as set forth above, that we may credit back to an eligible account.

“Unavailable” and **“Unavailability”** mean that the device is unresponsive to five (5) minute interval standard ICMP or SNMP requests

Credit Request Procedures

To receive a Service Credit, Customer must submit a claim by opening a service case via our client portal or by emailing support@optiri.com. To be eligible, the credit request must be received by us by the fifth (5th) business day of the month following the month in which the incident occurred and must include:

1. The words “SLA Credit Request” in the subject line;
2. The dates and times of each unavailability incident of the impacted Included Service that you are claiming;
3. Your request logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of your request is confirmed by Optiri and is less than the Service Commitment, then we will issue the Service Credit to you in the month after the claim was approved. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

SLA Exclusions

None.

Colocation Services

Last Updated: July 1, 2025

Included Services

- Colocation

Service Commitment

100% Power Availability of the power services provided to a Customer's Properly Configured Colocation Cabinet.

Service Credits

If any of the Services do not meet the above Service Commitment, Customer will be eligible to receive a Service Credit as described below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 100% but equal to or greater than 99.00%	10%
Less than 99.00% but equal to or greater than 98.00%	25%
Less than 98.00%	50%

Definitions

"Monthly Uptime Percentage" equals the number of minutes in the calendar month minus the number of minutes of the power is not available in that calendar month, then divided by the number of minutes in the calendar month. The result is then multiplied by one hundred (100) to achieve an Actual Uptime Percentage equated to a percent of the pro-rata amount of the Fees attributable to the month in which the outage for the Included Service occurred. Monthly Uptime Percentage measurements exclude Unavailability resulting directly or indirectly from any SLA Exclusions.

"Properly Configured Colocation Cabinet" means a cabinet where 1.) the Customer has contracted for redundant A and B power circuits; 2.) all Customer equipment is correctly configured for redundant power; and 3.) the total utilized power is less than 80% of the capacity of one of the circuits in the pair. The Power Availability SLA does not apply to cabinets without redundant power feeds.

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

A **"Service Credit"** is a dollar credit, calculated as set forth above, that we may credit back to an eligible account.

"Unavailable" and **"Unavailability"** mean power is not supplied to the rack.

Credit Request Procedures

To receive a Service Credit, Customer must submit a claim by opening a service case via our client portal or by emailing support@optiri.com. To be eligible, the credit request must be received by us by the fifth (5th) business day of the month following the month in which the incident occurred and must include:

1. The words "SLA Credit Request" in the subject line;
2. The dates and times of each unavailability incident of the impacted Included Service that you are claiming;
3. Your request logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of your request is confirmed by Optiri and is less than the Service Commitment, then we will issue the Service Credit to you in the month after the claim was approved. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

SLA Exclusions

None.

Datacenter Internet Services

Last Updated: July 1, 2025

Included Services

- Optiri Datacenter Managed Internet Service

Service Commitment

During any calendar month, the Optiri Data Center Network utilized to access the Internet from the designated Optiri facility will have availability of 99.99% for Customers to transmit to, and receive information from, the Internet.

Service Credits

If any of the Services do not meet the above Service Commitment, Customer will be eligible to receive a Service Credit as described below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.99% but equal to or greater than 99.90%	10%
Less than 99.90% but equal to or greater than 95.00%	25%
Less than 95.00%	50%

Definitions

“Optiri Data Center Network” means the Optiri provided network infrastructure within Optiri’s control. It does not include equipment located on the Customer premise (whether provided by Optiri or is Customer-owned), circuits between Customer premise and the Optiri data center, or any networks or network equipment not owned or controlled by Optiri.

“Monthly Uptime Percentage” equals the number of minutes in the calendar month minus the number of minutes of the internet service is not available in that calendar month, then divided by the number of minutes in the calendar month. The result is then multiplied by one hundred (100) to achieve an Actual Uptime Percentage equated to a percent of the pro-rata amount of the Fees attributable to the month in which the outage for the Included Service occurred. Monthly Uptime Percentage measurements exclude Unavailability resulting directly or indirectly from any SLA Exclusions.

A **“Service Credit”** is a dollar credit, calculated as set forth above, that we may credit back to an eligible account.

“Unavailable” and **“Unavailability”** mean the Optiri Data Center Network utilized to access the Internet from the designated Optiri facility is unable to transmit to and receive information from the Internet.

Credit Request Procedures

To receive a Service Credit, Customer must submit a claim by opening a service case via our client portal or by emailing support@optiri.com. To be eligible, the credit request must be received by us by the fifth (5th) business day of the month following the month in which the incident occurred and must include:

1. The words "SLA Credit Request" in the subject line;
2. The dates and times of each unavailability incident of the impacted Included Service that you are claiming;
3. Your request logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of your request is confirmed by Optiri and is less than the Service Commitment, then we will issue the Service Credit to you in the month after the claim was approved. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

SLA Exclusions

None.

Third-Party Resold Network Services

Last Updated: July 1, 2025

Included Services

- Resold MPLS Services
- Resold Point to Point (“P2P”) Circuits
- Resold Internet Access

Service Commitment

Optiri will pass through the Telco Provider’s Service Level Agreement(s) to Customer for any of the listed Services. Telco Provider Service Level Agreement(s) for individual resold circuits can be provided to Customer upon request.

Any violation of any Telco Provider Service Level Agreement(s) may not be used as cause for breach of the MSA or any Order under this Agreement and is exclude from any gross SLA violation clause under this SLA, MSA, or applicable Order.

Service Credits

Service Credits apply only to fees paid for the affected Service where the service level has not been met.

Definitions

“**Telco Provider**” is the telecommunications provider of the network services being resold to Customer by Optiri.

A “**Service Credit**” is a dollar credit calculated by the Telco Provider that we may credit back to an eligible account.

Credit Request Procedures

In order for Optiri to consider a resold telecommunication services claim, Customer must submit a claim by opening a service case via our client portal or by emailing support@optiri.com. To be eligible, the credit request must be received by Optiri by the fifth (5th) business day of the month following the month in which the incident occurred and must include This claim must include all information necessary for Optiri to validate the claim with the Telco Provider:

1. The words “SLA Credit Request” in the subject line;
2. The dates and times of each unavailability incident of the impacted Included Service that you are claiming;

3. Customer is not eligible to receive Service Credits if Customer has a past due balance for any undisputed amounts.

The associated Telco Provider will evaluate all information reasonably available to them relative to the claim and make a good faith determination of whether a Service Credit is owed. The Telco Provider will use commercially reasonable efforts to process claims during the subsequent month and within ninety (90) days of receipt. If the Telco Provider determines that a Service Credit is owed, then we will issue the Service Credit to you in the month after the claim was approved. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

Additional SLA Exclusions

Any exclusions specifically outlined by the Telco Provider's Service Level Agreement(s) associated with the Third-Party Resold Network Services are incorporated in this SLA.

Microsoft Online Services

Last Updated: July 1, 2025

Included Services

- Office 365
- Microsoft 365
- Microsoft Azure

Service Commitment

Customer agrees to be bound by the Microsoft Service Level Agreements for and attributable to the Microsoft service or services Optiri provides to Customer. These Service Level Agreements can be found:

<https://www.microsoftvolumelicensing.com/Downloader.aspx?DocumentId=17454>.

Neither Optiri nor Microsoft guarantees continuous, uninterrupted, virus-free, or secure Microsoft Online Services. Optiri is not liable if Customer or Customer's Users are unable to access any Microsoft Online Service at any specific time. Optiri does not guarantee that Optiri or Microsoft will be able to replace any of Customer's information, content, or other data that may be lost, damaged, or stolen resulting from use of any Microsoft Online Service.

Any violation of any Microsoft Online Service Level Agreement may not be used as cause for breach of the MSA or any Order under this Agreement and is excluded from any gross SLA violation clause under the SLA, MSA, or applicable Order.

Service Credits

Service credits apply only to fees paid for the particular Microsoft service, service resource, or service tier for which the applicable Microsoft service level has not been met. In cases where service levels apply to individual Microsoft service resources or to separate Microsoft service tiers, the Microsoft service credits apply only to fees paid for the affected Microsoft service resource or service tier, as applicable. The Microsoft service credits awarded in any billing month for a particular service or service resource will not, under any circumstance, exceed Customer's monthly service fees for that Microsoft service or service resource, as applicable, in the billing month.

Credit Request Procedures

In order for Optiri to consider a Microsoft Online Services Claim, Customer must submit a claim by opening a service case via our client portal or by emailing support@optiri.com. To be eligible, the credit request must be received by us by the fifth (5th) business day of the month following the month in which the incident occurred and must include This claim must include all information necessary for Optiri to validate the claim with Microsoft:

1. The words "SLA Credit Request" in the subject line;

2. The dates and times of each unavailability incident of the impacted Included Service that you are claiming;
3. Customer is not eligible to receive service credits if Customer has a past due balance for any undisputed amounts.

Microsoft will evaluate all information reasonably available to Microsoft relative to the claim and make a good faith determination of whether a service credit is owed. Microsoft will use commercially reasonable efforts to process claims during the subsequent month and within forty-five (45) days of receipt. If Optiri determines that a service credit is owed to you from Microsoft, then we will issue the service credit to you in the month after the claim was approved. Your failure to provide the request and other information as required above will disqualify you from receiving a service credit.

SLA Exclusions

None.