

R.K. Black Hosted Network Services Service Level Agreement

The R.K. Black, Inc. Service Level Agreement (SLA) provides the Clients of R.K. Black, Inc. (d/b/a R.K. Black, Inc. and referred to herein as "RK Black") service credit remedies based on service performance and availability commitments. Clients may claim service credits as a remedy resulting from RK Black's non-attainment of a specific performance or availability commitment applicable to an ordered service, subject to the guidelines, procedures, terms, and exclusions set forth in the SLA and the MSA. Capitalized terms used herein not otherwise defined shall have the same meaning ascribed to them in the Enterprise Master Service Agreement.

1. Network Availability Commitment. Subject to the terms herein, RK Black offers a 99.90% network availability commitment on its Internet Protocol (IP) bandwidth provided to Client as part of the Services. This network availability commitment is available for a "Network Outage," which is defined as the uninterrupted failure of RK Black to deliver IP packets across the RK Black network in connection with its delivery of ordered Services to the Client. To qualify for the 99.90% network availability commitment with respect to any of the Client Equipment, such Client Equipment must be utilizing single- or redundant-input network drops from RK Black at all times, including at the time of any Network Outage. The 99.90% network availability commitment shall not be available with respect to any Network Outages directly or indirectly caused by Client, including, without limitation, failed equipment, misconfigurations, exploited servers, or traffic in excess of the maximum allowed by the applicable MSA. Service credits are available only with respect to the Client Equipment adversely and directly affected by a Network Outage. Service credits under the 99.90% network availability commitment shall be based on percentage of Network Uptime, which is defined as the sustained and continuous period of time without a Network Outage:

Network Uptime Service Credit (percentage of current monthly charge for affected service)

99.90%	Commitment
98.00%	10%
96.00%	25%
94.00%	50%
92.00%	75%
90.00%	100%

2. Power Availability Commitment. 100% Power Availability Commitment – Subject to the terms herein, RK Black commits to 100% power availability with respect to Client Equipment that utilizes RK Black-provided redundant ("A/B") power as part of their Services. Such Client Equipment must at all times be properly utilizing A/B power from dual sources and must be plugged directly into both the A power strip and B power strip at all times. All Client Equipment must be able to utilize true A/B feeds. The power unavailability for which Client may claim service credit consists of the number of minutes that AC power was not available at the Client's Licensed Space to the primary "A" outlet or redundant

"B" outlet at the same time. Clients claiming service credits under the 100% power availability commitment may not claim service credits under the 99.90% power availability commitment.

3. 99.90% Power Availability Commitment – Subject to the terms herein, RK Black commits to 99.90% power availability with respect to Client Equipment colocated by Clients that utilize RK Black-provided non-redundant power as part of their Services. Such Client Equipment must at all times be properly utilizing the RK Black-provided power and be plugged directly into the power strip(s). The power unavailability for which Client may claim service credit consists of the number of minutes that AC power was not available to all Client Equipment.

Power Availability Service Credit (percentage of current monthly charge for affected service)

99.90%	Commitment
98.00%	10%
96.00%	25%
94.00%	50%
92.00%	75%
90.00%	100%

General terms applicable to both 100% and 99.90% power availability commitments – All power availability commitments under this Service Level Agreement do not cover outages generated, exacerbated, or extended by the actions or omissions of Client or its representatives, including those outages caused by excessive amperage on individual Client circuits or excessive amperage on a local power strips within Client's Licensed Space, and are not applicable if RK Black determines that Client's consumption exceeds eighty percent (80%) of a single power circuit or forty percent (40%) of an A/B redundant power configuration. All Client equipment and cabling must be UL approved.

4. Service Credits. Valid approved service credits will appear as a credit for services on the next billable invoice and shall not result in the payment of actual monies by RK Black to Client. All service credit requests must be in writing and emailed directly to itservices@rkblack.com and info@rkblack.com within ten (10) days from the date of the applicable claimed service commitment failure incident. Failure to request a service credit within such 10-day period will result in an automatic waiver of all rights to recover service level credits hereunder for such claimed service commitment failure incident. Service credits are not available to Client more than 30 days in arrears on its billing cycle. Service credits are calculated after deduction of all discounts and other special pricing arrangements, and are not applied to governmental fees, taxes, surcharges and similar additional charges. Service credits are available only with respect to the Client Equipment adversely and directly affected by the reported outage or incident giving rise to such claim.

5. Maintenance Windows. Service level commitments shall not apply to, and no service credit shall be available for, interruptions due to normal scheduled maintenance windows, upgrades, or any interruption mutually agreed to between Client and RK Black Notification from RK Black administrative staff will occur at least 72 hours prior to work performed with exception of emergency maintenance.

Any notification shall be deemed to have been sent by RK Black if delivered to the Client by email according to the latest contact information provided by Client in the applicable MSA or Hosted Services Sales Packet.

6. Other Terms and Exclusions. Service credits shall not be available for any claimed outage or performance failure that results from any Force Majeure event, acts or omissions of Client (and its agents, contractors, and representatives), or service providers of RK Black. The maximum aggregate dollar amount of all service credit claims made by Client during the Service Term shall not exceed the combined charges for the first four months of Services. Credits issued during any calendar month, for any reason(s), will not exceed such month's monthly recurring charge associated with the affected Service. Client shall be entitled to a service credit under only one service commitment parameter per problem incident acknowledged by RK Black.