

Pax8 Cloud Network Services Service Level Agreement

This Service Level Agreement (this “SLA”) governs the use of the Pax8 Cloud Network Services (the “Services”) under the terms of the Pax8 Cloud Network Services End User License Agreement (the “Agreement”) between Pax8, Inc. (“Pax8,” “we,” “us,” or “our”) and you or the entity you represent and all of the End Users using the Services through your account (collectively, “you” or “your”). This SLA is incorporated into the Agreement by reference. Pax8 reserves the right to change the terms of this SLA in accordance with the Agreement. The most current version of this agreement is available at: www.pax8.com/terms. In the event of any conflict between this SLA and the Agreement, the Agreement governs.

Definitions

“End User” means any individual or entity that directly or indirectly through another user accesses the Services under your account.

“Monthly Uptime Percentage” = $((\text{Total Monthly Minutes} - \text{Unavailable Minutes}) / \text{Total Monthly Minutes}) \times 100$.

“Unavailable” or “Unavailability” means an occurrence during which you were unable to access the Services due to the infrastructure, software, or network components of the Services that are within Pax8’s reasonable control. “Unavailable” or “unavailability” does not include occurrences described in the “Exclusions” section below.

“Service Credit” is a dollar amount credit, calculated as set forth below, that we may apply to an eligible account.

“Total Monthly Minutes” means the number of days in the month multiplied by 1,440 minutes per day.

Description of Services

The Pax8 Cloud Network Services include: (i) Pax8 Cloud Server, (ii) Pax8 Cloud Desktops, and (iii) Pax8 Cloud Drive. Monthly Uptime Percentage is calculated, and any applicable Service Credit is paid, separately for each of the Services.

Service Commitment

Pax8 will use commercially reasonable efforts to make the Services available with a Monthly Uptime Percentage of at least the following percentages during each monthly billing cycle:

Cloud Server and Cloud Desktops: 99.95%

Cloud Drive: 99.9%

In the event Pax8 does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Maintenance

Scheduled maintenance may require suspension of all or parts of the Services during published maintenance periods. Loss of service during scheduled maintenance will not be included in the calculation of Unavailability. Pax8 will use commercially reasonable efforts to notify you in advance of any scheduled maintenance that may affect the availability of the Services.

Pax8 may need to perform emergency maintenance of which it will not be able to notify you in advance. Loss of service due to emergency maintenance will be excluded from the calculation of Unavailability.

Exclusions

The Service Commitment does not apply to any interruption, suspension or termination of the Services that results from: (i) a suspension or termination of the Services pursuant to Section 8 (Temporary Suspension) or Section 9 (Term; Termination) of the Agreement; (ii) factors outside of Pax8's reasonable control, including any force majeure event or Internet access and related problems beyond the demarcation point of the Services; (iii) customer or end user actions, configuration errors, or inaction; (iv) your equipment, software or other technology; (v) third party equipment, software or other technology, except third party equipment, software or other technology within our direct control; or (vi) scheduled or emergency maintenance, as described above.

Measure of Unavailability

Pax8 evaluates reports of apparent Unavailability using a combination of methods, including monitoring and analysis of the individual infrastructure and software components, and matches these metrics against user reports. Any interruption less than five (5) minutes in duration will not be included in the calculation of Unavailability.

Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding any one-time payments) for Pax8 Cloud Server, Pax8 Cloud Desktops, or Pax8 Cloud Drive (whichever was Unavailable, or any combination of Services that were Unavailable) during the next monthly billing cycle.

Cloud Server and Cloud Desktops

Monthly Uptime Percentage	Service Credit Percentage
Equal to or greater than 99% but less than 99.95%	10%
Less than 99%	30%

Cloud Drive

Monthly Uptime Percentage	Service Credit Percentage
Equal to or greater than 99% but less than 99.9%	10%
Less than 99%	25%

Remedy and Procedure

To request a Service Credit: (i) your account must be in good standing with Pax8; (ii) you must open a support ticket in the Pax8 Command Console to report an apparent Unavailability within 72 hours of each occurrence; and (iii) you must request a Service Credit in writing at billing@pax8.com within five (5) business days of the close of the month for which you are requesting a Service Credit (which must include (a) the words "SLA Credit Request" in the subject line, (b) your account name and (c) the dates and times of the occurrence(s) for which you are requesting a Service Credit. Your failure to provide the information required above will disqualify you from receiving a Service Credit.

Pax8 will compare the information you provide with the metrics referenced above. Pax8 will issue a Service Credit only if we confirm that we were out of compliance with the Service Commitment for the relevant month. A Service Credit will be issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). The Service Credit will be issued, within 60 days of our confirmation of the Unavailability, in the form of a credit on your regular monthly invoice. Pax8 will apply a Service Credit only against your future payment obligations to Pax8. Service Credits do not entitle you to any refund or any other payment from Pax8. Except as expressly set forth in this SLA, you are not relieved of any payment obligations, nor are you entitled to a setoff or any other remedy for any interruption, non-performance, or other failure of the Services. Service Credits may not be transferred or applied to any other account.

Unless otherwise provided in the Agreement, a Service Credit (if eligible) in accordance with the terms of this SLA constitutes your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the Services.