

Service Level Agreements

These SLAs apply to IT infrastructure services only. Please reach out to your sales rep if you have questions about your specific agreement(s).

Advanced Monitoring

Definitions

Any capitalized terms not otherwise defined herein shall have the definitions ascribed thereto in the main body of the MPSA or the Order(s) applicable to the Advanced Monitoring Service.

- **"Availability"** – the ability of the Advanced Monitoring Service to query each Monitoring Target as to its current status/availability.
- **"Data"** – a set of file systems, directories, or individual files as designated by Customer.
- **"Systems"** – the on-line systems provided by Summit to utilize the Advanced Monitoring Service, including firewall appliances, monitoring and reporting equipment, and network switches.

About Advanced Monitoring

Via Summit's "Advanced Monitoring Service," Summit uses commercially reasonable efforts to provide Customer with comprehensive infrastructure monitoring, including servers, storage systems, network appliances, virtual machines and operating systems, as well as operating parameters such as fan speeds, CPU utilization, disk activity, memory usage, storage utilization and



storage performance. The Advanced Monitoring Service can be deployed in support of infrastructure within a Summit Datacenter Facility, or within Customer-designated premises, provided that Customer's systems have public IP addresses or private network access is available to the Systems providing the Advanced Monitoring Service (each such monitored entity, a "Monitoring Target").

If Customer orders the Advanced Monitoring Service, Customer expressly grants Summit and Summit's Third-Party Providers the rights (i) to install a software collector to facilitate data collection, alerting and monitoring and (ii) to access Customer equipment and other related property as reasonably necessary to set up and/or provide the Advanced Monitoring Service.

Fees

Fees for the Advanced Monitoring Service are charged per Monitoring Target on a calendar-month basis. Fees include a non-recurring charge for setup and configuration, and a monthly Recurring Charge for the Advanced Monitoring Service. Additional Fees may be incurred by Customer for professional Services provided by Summit outside the scope of the Advanced Monitoring Service, provided that any Fees for such additional Services will be agreed upon, in writing, by both Parties prior to such Services being performed.

SLAs

Service Availability SLA – 99.9% monthly availability of the Advanced Monitoring Service to each Monitoring Target.

Availability in Customer-Operated Data Centers SLA – 99.9% availability of Summit's Advanced Monitoring Service. If Summit fails to meet this SLA because of Systems contained within or connecting to Customer-operated



data centers that are outside of Summit's operational control, Customer will not have recourse for availability under the SLA.

Data Aggregation SLA – Summit provides Data Aggregation schedules, including:

- Every stored sample (down to 1 minute resolution) is kept for 5 hours.
- Data with 8 minute resolution is available for one week.
- Data with 3 hour resolution is available for one month.
- Data with 12-hour resolution is available for one year.

Data Retention SLA – Summit provides Data Retention schedules, including:

- Entries in the audit log are kept for 60 days.
- Collector event history is stored for 7 days.
- The history of a deleted instance is kept for 30 days.
- Event alert history is kept for 30 days.
- No history is kept for a host once the host is deleted.

Remedies for Failure of SLAs

Service Availability SLA – If Summit fails to meet the Service Availability SLA for any individual Monitoring Target, Summit shall credit Customer's account with 20% of the Recurring Charges attributable to the affected Monitoring Target(s) for the calendar month in which the disruption occurred.

Limitations on Remedies; Exceptions

Limitation on Remedies – If Customer is entitled to multiple Credits under this Supplement, such Credits shall not exceed the total Recurring Charges for the Advanced Monitoring Service for such month.

Exceptions – Summit shall not be responsible for the failure to meet any SLA with respect to Monitoring Targets which reside outside of a Summit Data Center Facility or are not connected to the Summit Network.

Cloud Application Management

Definitions

- **"Cloud Application"** – the services configured to work together to deliver Customer's business application, as defined in the Order.
- **"Cloud Provider"** – a provider of cloud computing services including Amazon Web Services, Google Cloud Platform, or Microsoft Azure.
- **"Cloud Resources"** – the Cloud Provider infrastructure necessary to support each Cloud Application.
- **"Cloud Application Management"** – Summit's ongoing monitoring and maintenance of Customer's Cloud Resources and Cloud Application as defined in the Order.
- **"Working Hours"** – 8:00AM – 5:59PM (CST), Monday through Friday.
- **"Non-Working Hours"** – all hours outside of Working Hours including weekends and national holidays recognized in the United States.
- **"Statement of Work (SOW)"** – each Order executed between the Parties establishing the specifics of the Cloud Application Management service.

About Cloud Application Management

Summit's Cloud Application Management is provided to support Customer's Cloud Application running on Cloud Resources along with ongoing Cloud Application Management provided by Summit. Summit offers Cloud Application Management in Standard and High Availability options, based on the design of Customer's Cloud Application, budget, and design objectives.



Standard – Services are provided for environments that are not designed to be fully redundant, meaning a single failure in the underlying Cloud Resources can render the Cloud Application unavailable.

High Availability – Services are provided for environments that are designed to be fully redundant with regard to the Cloud Provider's segmentation of geographic, network, storage, and data center availability.

SLAs

Availability SLA, Standard Cloud Application Management – 99.95% availability of the Cloud Application to respond to incoming requests from all endpoints. If the Cloud Application's availability is disrupted for more than twenty-one (21) minutes, Customer shall be eligible for a Credit.

Availability SLA, High Availability Cloud Application Management – 99.99% availability of the Cloud Application to respond to incoming requests from all endpoints. If the Cloud Application's availability is disrupted for more than six (6) minutes, Customer shall be eligible for a Credit.

Remedies for Failure of SLAs

Standard Cloud Application Management SLA – In the event the Cloud Application's availability is disrupted in excess of the allowed limits, Summit will provide Customer with a credit equal to twenty-five percent (25%) of the then-current monthly management fees for the affected Cloud Application. The cumulative credit owed in any given month shall not exceed seventy percent (70%) of the then-current monthly management fees for the affected service.

High Availability Cloud Application Management SLA – Same credit structure as Standard: 25% per incident, capped at 70% of monthly management fees.

Issue Levels and Response Times

Level 1 – Critical: Production website or web application is down; multiple users cannot access production servers; performance of core services has degraded to an unusable level; production data is missing or lost.

Level 2 – High: Severe degradation in performance; components of a production system are not operating as expected; redundant components within a fault tolerant infrastructure have failed.

Level 3 – Normal: Degradation of service in Customer’s core applications in any environment that does not have a critical impact on business function.

Level 4 – Low: An annoyance to Customer that does not have a negative impact on business function; reasonable workarounds have been identified.

Level 5 – Informational: Questions or how-to advice about basic utilization of the Service.

Severity Level	Response Time (Working Hours)	Response Time (Non-Working Hours)
Level 1	30 Minutes	30 Minutes
Level 2	1 Hour	4 Hours
Level 3	4 Hours	24 Hours
Level 4	8 Hours	Within 4 hours of next business day
Level 5	24 Hours	Within 8 hours of next business day

Limitations on Remedies; Exceptions



Customer shall request credits by notifying Summit via telephone at (312) 829-1111 or email at billing@summithq.com within thirty (30) days after the end of the month in which the issue occurs. Customer shall not receive any Credits in connection with failures caused by Customer-owned equipment, software, or configuration, or the network of any End Users. This SLA shall not apply in development and staging environments and shall only apply once Customer is in a live production environment.

Required Insurance

- Category B (Comprehensive General Liability Policy); and
- Category C (Cyber Liability Policy).

Colocation

Definitions

- **"Downtime"** – Customer experiencing sustained packet loss in excess of fifty percent (50%), based on Summit's measurements.
- **"Humidity"** – the humidity within Customer's Colocation Space, measured between three (3) and five (5) feet from the floor.
- **"Loaded Cabinet"** – an individual equipment cabinet in Customer's Colocation Space exclusively containing Customer equipment.
- **"Temperature"** – the temperature within Customer's Colocation Space, measured between three (3) and five (5) feet from the floor.

Colocation Space SLAs

Temperature SLA – The Temperature of air supplied to the Colocation Space shall be maintained in a range between 55°F and 80°F.



Humidity SLA – The Humidity in the Colocation Space shall be maintained in a range between 20% and 65%.

Temperature SLA Remedy – If a Loaded Cabinet experiences a Temperature Irregularity (supply air below 55°F or exceeding 80°F for more than four consecutive hours) two or more times in a calendar month, Summit shall credit one (1) day of Recurring Charges per event, up to seven (7) days per month.

Humidity SLA Remedy – If a Loaded Cabinet experiences a Humidity Irregularity (below 20% or above 65% for more than four consecutive hours) two or more times in a calendar month, Summit shall credit one (1) day of Recurring Charges per event, up to seven (7) days per month.

Power Service SLA

Power SLA – One hundred percent (100%) availability of power on at least one power circuit in all Loaded Cabinets which contain a Redundant Circuit Pair and are not exceeding the Rated Capacity.

Remedy – Power Outage under 1 hour – Summit shall provide a Credit equal to the Recurring Charges for the affected Loaded Cabinet for the day during which the interruption occurs.

Remedy – Power Outage 1 hour or longer – Summit shall provide a Credit equal to the Recurring Charges for the affected Loaded Cabinet for the calendar week during which the interruption occurs, capped at seven (7) days per month.

Customer will not receive any credit under the Power SLA if Customer does not purchase power in a Redundant Circuit Pair, does not configure equipment to draw from both circuits, or if any circuit exceeds its Rated Capacity.

Cross-Connect SLAs



Infrastructure Cross-Connect SLA – 100% availability of the Infrastructure Cross-Connect as an effective media for interconnection between Customer's Colocation Spaces.

Summit Cross-Connect SLA – 100% availability of the Summit Cross-Connect as an effective media for interconnection between Customer's Colocation Space and Summit.

Carrier Cross-Connect SLA – 100% availability of the Carrier Cross-Connect as an effective media for interconnection between Customer and a third-party telecommunications provider. If a Media Failure occurs on a Carrier Cross-Connect, Summit shall provide a Credit equal to one (1) month's Recurring Charges for that Carrier Cross-Connect.

Limitations on Remedies; Exceptions

Limitation on Remedies – Aggregate Credits in any one calendar month issued under this Supplement shall not exceed the total Fees payable for the Colocation Space for two (2) weeks during such calendar month.

Exceptions – Customer shall not receive any Credits for any failure caused by Customer-owned equipment, software, or configuration used in connection with any Colocation Services.

Required Insurance

- Category A (All-Risk Insurance Policy);
- Category B (Comprehensive General Liability Policy);
- Category C (Cyber Liability Policy);
- Category D (Workers' Compensation Policy); and
- Category E (Umbrella or Excess Liability).

Dedicated Server

Definitions

- **"Bandwidth"** – the measured rate of bits per second transferred over the Summit Network from and to Customer's equipment.
- **"Chicago Market"** – Summit's Data Center Facilities located in Chicago and Elk Grove Village, Illinois.
- **"Emergency Maintenance"** – a maintenance event deemed by Summit to be critical to preserve the integrity of the Dedicated Server Service.
- **"Inbound Traffic"** – Bandwidth measured from the Summit Network to Customer equipment.
- **"Outbound Traffic"** – Bandwidth measured from Customer equipment to the Summit Network.

SLAs

Summit Network Uptime SLA – 100% availability of the Summit Network.

Summit Network Packet Loss SLA – 99.5% or greater packet delivery success rate within the Summit Network.

Summit Network Latency SLA – 3 milliseconds or lower round trip transmission latency from a Summit router to any of Summit's transit carriers.

Hardware Replacement (Chicago Market) SLA – Faulty hardware replaced at no charge within one (1) hour of Summit identifying the problem. This SLA does not include time required for software-related maintenance.

Hardware Replacement (Worldwide, excluding Chicago Market) SLA – Faulty hardware replaced at no charge within two (2) business days of Summit identifying the problem.



Ongoing Maintenance SLA – Any maintenance Summit reasonably believes will result in Downtime will be confirmed with Customer via a maintenance notification with at least 48 hours' advance notice.

Remedies for Failure of SLAs

Summit Network Uptime – 5% of Dedicated Server Service Fees per full hour of failure, per affected server; capped at total monthly Fees for affected servers.

Summit Network Packet Loss and Latency SLAs – If not remedied within 2 hours of notification: 5% per full hour of failure, per affected server; same cap applies.

Hardware Replacement (Chicago Market) SLA – 5% per full hour of failure, per affected server; capped at total monthly Fees.

Hardware Replacement (Worldwide, excluding Chicago Market) SLA – 20% per full day of failure, per affected server; capped at total monthly Fees.

Ongoing Maintenance SLA – If Summit fails to provide 48 hours' advance notice of service-impacting maintenance (excluding emergency maintenance): 5% of Recurring Charges for the calendar month in which the disruption occurred.

Limitations on Remedies; Exceptions

Customer shall not receive any Credits for any failure caused by Customer-owned equipment, software, or configuration, including failures of the Customer's own network, intermediate ISPs, or the network of any End Users. To be eligible for a Credit, Customer must provide all reasonable details regarding the Credit request, the affected services, and any attempts made by Customer to diagnose or resolve the incident.

Disaster Recovery as a Service

About DRaaS

Via Summit's "Disaster Recovery as a Service" (DRaaS), Summit uses commercially reasonable efforts to provide Customer with an Summit-operated service to provide automated protection of virtual machines (VMs). DRaaS includes managed failover testing on a regular basis, and managed failover & failback in the event of a declared disaster. Summit will work with the Customer to create a Runbook documenting recovery point objectives, recovery time objectives, policies, source location, target destination, and support scope.

SLAs

Availability SLA – 100% availability of the Summit-owned and managed infrastructure supporting the Service.

Replication SLA – 100% replication of data from source to target destination, provided that Summit manages both source and target environments.

Target Availability SLA – One (1) hour for availability of VMs in the target destination following a correctly requested and verified failover as defined by the Runbook.

Ongoing Maintenance SLA – Any maintenance Summit reasonably believes will incur Downtime will be confirmed with Customer via a maintenance notification with at least 48 hours' advance notice.

Remedies for Failure of SLAs

Availability SLA – 3.33% of Recurring Charges for the calendar month in which the disruption occurred.



Replication SLA – If Summit fails to provide data from a completed replication process during any planned test: 25% of Recurring Charges for the calendar month in which the request was made.

Target Availability SLA – If Summit fails to complete failover within one (1) hour of a correctly verified request: 100% of Recurring Charges for the calendar month in which the request was made.

Ongoing Maintenance SLA – If Summit fails to provide 48 hours' advance notice (excluding Emergency Maintenance): 3.33% of Recurring Charges for the calendar month in which the disruption occurred.

Limitations on Remedies; Exceptions

Credits shall not exceed total Recurring Charges for the DRaaS Service for such month. Customer shall not receive any Credits if Customer provides incorrect information during initial configuration, or changes configurations of the Source location environment without notifying Summit. Replication and Target Availability SLAs do not apply to data not yet replicated, data corrupted prior to replication, or data replicated as part of a failed replication process.

Required Insurance

- Category B (Comprehensive General Liability Policy); and
- Category C (Cyber Liability Policy).

IP Transit

About IP Transit Service

Via Summit's "IP Transit Service," Summit uses commercially reasonable efforts to provide IP connectivity to the Internet utilizing the Summit Network at one or more selected Points of Presence (POPs). Billing for IP Transit usage follows



the "95th Percentile Rule": usage samples are collected and sorted from highest to lowest, with the top five percent (5%) discarded in any given calendar month. The next highest sample is then used as the basis for computing fees for incremental Bandwidth beyond the committed level.

SLAs

Availability SLA – 100% connectivity from the Summit Network to the Internet without Downtime, if Customer has two (2) or more connections to the Summit Network within a Data Center Facility dedicated to delivery of a single IP Transit Service.

Performance SLA, Packet Loss – 99.5% or greater packet delivery success rate within the Summit Network.

Performance SLA, Latency – 3 ms or lower round trip transmission latency from a Summit router to any of Summit's transit carriers.

Remedies for Failure of SLAs

Availability SLA – 3.33% of committed Bandwidth Fees per hour of failure; capped at aggregate Bandwidth Fees for the calendar month.

Packet Loss and Latency SLAs – If not remedied within 2 hours of notification: 3.33% of committed Bandwidth Fees per full hour of failure; same cap applies.

Limitations on Remedies; Exceptions

Aggregate Credits in any one calendar month shall not exceed total Fees payable for the IP Transit Service for two (2) weeks during such calendar month. Customer shall not receive any Credits for any failure caused by Customer-owned equipment, software, or configuration used in connection with network connectivity services.



Managed Backup

About Managed Backup Service

Summit's "Managed Backup Service" uses commercially reasonable efforts to provide Customer with an Summit-operated service to backup data. The Managed Backup Service is a turnkey solution fully maintained and operated by Summit, with all underlying hardware and software administered and monitored by Summit. Summit will work with the Customer to create a Managed Backup schedule documenting backup schedules, retention policies, backup sources, and support scope.

SLAs

Availability SLA – 100% availability of the Summit-owned and managed infrastructure supporting the service. If the infrastructure supporting the Managed Backup Service disrupts the ability of the service to complete Backup jobs, Customer shall be eligible for a Credit.

Restoration SLA – Customer is required to submit each Backup Restoration Request via Summit's Support Ticketing System. Summit commits to initiating the restoration process within twenty-four (24) hours of receiving the Restoration Request.

Remedies for Failure of SLAs

Availability SLA – 3.33% of Recurring Charges for the calendar month in which the disruption occurred.

Restoration SLA – If Summit fails to provide data from a completed Backup Job after a Restoration Request: 25% of Recurring Charges for the calendar month in which the request was made.

Limitations on Remedies; Exceptions

Credits shall not exceed total Recurring Charges for the Managed Backup Service for such month. Customer shall not receive any Credits if Customer provides incorrect information during initial configuration or changes configurations of the source environment without notifying Summit. Restoration SLA does not apply to data not backed up by the Service, data corrupted on the original server prior to backup, open files that cannot be successfully backed up, or data backed up as part of a failed Backup Job.

Required Insurance

- Category B (Comprehensive General Liability Policy); and
- Category C (Cyber Liability Policy).

Managed Firewall Service

About Managed Firewall Service

Summit offers both Standard and High-Availability Managed Firewall Service options. Via Summit's "Managed Firewall Service," Summit uses commercially reasonable efforts to provide Customer with a Summit-operated physical or virtual firewall providing a barrier between the Summit-provided uplink to the public Internet and Customer's equipment.

Standard – Powered by a single power supply connected to one of Customer's power circuits.

High Availability – Two (2) or more physical or virtual Managed Firewalls, each powered by an independent power supply connected to diverse power circuits in Customer's Colocation Space.

SLAs

Availability SLA, Standard – 99.988% operation without disruption of production traffic. If production traffic is disrupted for more than five (5) minutes due to hardware or software events isolated to System configuration or performance, Customer shall be eligible for a Credit.

Availability SLA, High Availability – 100% operation without disruption of production traffic.

Hardware Replacement (Chicago Market) SLA – Faulty hardware replaced within one (1) hour at no charge to Customer.

Hardware Replacement (Worldwide, excluding Chicago Market) SLA – Faulty hardware replaced within two (2) business days at no charge to Customer.

Configuration Management SLA – Summit shall periodically backup Managed Firewall configurations with a retention period of no less than ninety (90) days.

Configuration Change Request SLA – 60-minute target response time for all Configuration Change Requests submitted via Summit's Support Ticketing System or telephone.

VPN Tunnel Creation Request SLA – 24-hour target response time for initial creation of VPN tunnels after a properly completed VPN provisioning questionnaire has been submitted.

Ongoing Maintenance SLA – At least 48 hours' advance notice of service-impacting maintenance, excluding Emergency Maintenance.

Remedies for Failure of SLAs

Availability SLA, Standard – 25% of Recurring Charges for the calendar month in which the disruption occurred.

Availability SLA, High Availability – 50% of Recurring Charges for the calendar month in which the disruption occurred.



Hardware Replacement (Chicago Market) – 3.33% per full hour of failure, per affected device; capped at total monthly Fees.

Hardware Replacement (Worldwide, excluding Chicago Market) – 20% per full day of failure, per affected device; capped at total monthly Fees.

Configuration Management SLA – If Summit fails to provide a configuration within the retention period: 50% of Recurring Charges for that month.

Configuration Change Request SLA – If not acknowledged and acted upon within 90 minutes: 25% of Recurring Charges for that month.

VPN Tunnel Creation Request SLA – If not acknowledged and acted upon within 36 hours: 25% of Recurring Charges for that month.

Ongoing Maintenance SLA – If Summit fails to provide 48 hours' advance notice (excluding Emergency Maintenance): 25% of Recurring Charges for that month.

Required Insurance

- Category B (Comprehensive General Liability Policy); and
- Category C (Cyber Liability Policy).

Managed Load Balancer Service

About Managed Load Balancer Service

Summit offers both Standard and High-Availability Managed Load Balancer Service options. Via Summit's "Standard Managed Load Balancer Service," Summit uses commercially reasonable efforts to provide Customer with an Summit-operated physical or virtual Load Balancer which distributes workloads across multiple computing resources to optimize resource use, maximize throughput, and minimize response time. The High-Availability option provides



two (2) or more Load Balancers, each powered by an independent power supply connected to diverse power circuits in Customer's Colocation Space.

SLAs

Availability SLA, Standard – 99.988% operation without disruption of production traffic. If disruption lasts more than five (5) minutes due to hardware or software events isolated to System configuration or performance, Customer shall be eligible for a Credit.

Availability SLA, High Availability – 100% operation without disruption of production traffic.

Hardware Replacement (Chicago Market) SLA – Faulty hardware replaced within one (1) hour at no charge.

Hardware Replacement (Worldwide, excluding Chicago Market) SLA – Faulty hardware replaced within two (2) business days at no charge.

Configuration Management SLA – Rolling configuration log with a retention period of no less than ninety (90) days.

Configuration Change Request SLA – 60-minute target response time.

Ongoing Maintenance SLA – At least 48 hours' advance notice of service-impacting maintenance, excluding Emergency Maintenance.

Remedies for Failure of SLAs

Availability SLA, Standard – 25% of Recurring Charges for the calendar month in which the disruption occurred.

Availability SLA, High Availability – 50% of Recurring Charges for the calendar month in which the disruption occurred.

Hardware Replacement (Chicago Market) – 3.33% per full hour, per affected device; capped at total monthly Fees.



Hardware Replacement (Worldwide, excluding Chicago Market) – 20% per full day, per affected device; capped at total monthly Fees.

Configuration Management SLA – If Summit fails to provide configurations within 90 days of Customer request: 50% of Recurring Charges for that month.

Configuration Change Request SLA – If not acknowledged and acted upon within 90 minutes: 25% of Recurring Charges for that month.

Ongoing Maintenance SLA – If Summit fails to provide 48 hours' advance notice: 25% of Recurring Charges for that month.

Required Insurance

- Category B (Comprehensive General Liability Policy); and
- Category C (Cyber Liability Policy).

Managed Object Storage

About Managed Object Storage

Summit's Object Storage service is a highly-performant, secure, and feature-rich platform for storing Customer data. Data is stored as objects within containers called "buckets," with a single object up to 2 terabytes in size. Object Storage features include metadata tags, data access controls, encryption, and monitoring at the object and bucket levels.

SLAs

Durability SLA – 99.99995% durability so that data is protected against site-level failures, errors, and threats.

Availability SLA – 99.9995% reliability so that access to data is always available.

Remedies for Failure of SLAs

If Summit fails to meet any of the Service Levels, Summit shall provide a Credit equal to the Recurring Charges attributable to the affected Object Storage Service for one (1) day during the calendar month in which the incident occurs. Aggregate Credits in any one calendar month shall not exceed fifteen (15) days of Recurring Charges. Customer shall receive only a single Credit with respect to any one event, even if multiple Service Levels are not met.

Required Insurance

- Category B (Comprehensive General Liability Policy); and
- Category C (Cyber Liability Policy).

Managed Switch and Router

About Managed Switch and Router

Summit offers both Standard and High-Availability Managed Switch and Managed Router Service options. A "Managed Switch" serves as the core of Customer's network, passing layer-2 traffic between servers, other network appliances, and the Summit Network. A "Managed Router" serves as the layer-3 gateway between Customer's network and the Summit Network. The High-Availability option provides two (2) or more physical Managed Switches and/or Managed Routers, each powered by an independent power supply connected to diverse power circuits.

SLAs

Configuration Management SLA – Rolling configuration log with a retention period of no less than ninety (90) days.



Configuration Change Requests SLA – 60-minute target response time.

Availability SLA, Standard – 99.988% operation without disruption of production traffic. If disruption lasts more than five (5) minutes, Customer shall be eligible for a Credit.

Availability SLA, High Availability – 100% operation without disruption of production traffic.

Hardware Replacement (Chicago Market) SLA – Faulty hardware replaced within one (1) hour at no charge.

Hardware Replacement (Worldwide, excluding Chicago Market) SLA – Faulty hardware replaced within two (2) business days at no charge.

Ongoing Maintenance SLA – At least 48 hours' advance notice of service-impacting maintenance, excluding Emergency Maintenance.

Remedies for Failure of SLAs

Configuration Management SLA – If Summit fails to provide configurations within 90 days of Customer request: 50% of Recurring Charges for that month.

Configuration Change Request SLA – If not acknowledged and acted upon within 90 minutes: 25% of Recurring Charges for that month.

Availability SLA, Standard – 25% of Recurring Charges for the calendar month in which the disruption occurred.

Availability SLA, High Availability – 50% of Recurring Charges for the calendar month in which the disruption occurred.

Hardware Replacement (Chicago Market) – 3.33% per full hour, per affected device; capped at total monthly Fees.

Hardware Replacement (Worldwide, excluding Chicago Market) – 20% per full day, per affected device; capped at total monthly Fees.

Ongoing Maintenance SLA – If Summit fails to provide 48 hours' advance notice (excluding Emergency Maintenance): 25% of Recurring Charges for that month.

Required Insurance

- Category B (Comprehensive General Liability Policy); and
- Category C (Cyber Liability Policy).

Summit Cloud Service

About Summit Cloud Service

The "Summit Cloud Service" is a scalable and secure Infrastructure as a Service (IaaS) offering, allowing Customers to scale resources in response to changing business needs. The Summit Cloud Service is delivered on an enterprise-class stack including redundant servers, multi-gigabit networking, high performance storage, and an enterprise-class virtualization platform, all architected for applications with performance requirements. The infrastructure is fully redundant and configured for automatic failover for compute and networking, delivered from Summit data centers in multiple geographies.

SLAs

Cloud Network Uptime – 100% availability of the Cloud Network (networking components available and responding to Summit monitoring tools in a non-degraded manner).

Cloud Server Uptime – 100% availability of each individual Cloud Server within Summit's Summit Cloud Services environment.

Cloud Data Storage Uptime – 100% availability of the Cloud Data Storage (hardware and software components available and accessible for processing requests to add, read, and delete Data to each Cloud Server).

Cloud Portal Uptime – 100% availability of the Cloud Portal. The Cloud Portal shall be deemed "unavailable" if Customer is unable to access it for more than



fifteen (15) consecutive minutes, or three or more periods of five (5) minutes in duration, over any 24-hour period.

Remedies for Failure of SLAs

If Summit fails to meet any of the Service Levels (each such failure, a "Cloud Incident"), Summit shall provide a Credit equal to the Recurring Charges for the affected Sales Order for one (1) day during the calendar month in which the Cloud Incident occurs. Aggregate Credits in any one calendar month shall not exceed fifteen (15) days of Recurring Charges. Customer shall receive only a single Credit with respect to any one event, even if multiple Service Levels are not met.

Required Insurance

- Category B (Comprehensive General Liability Policy); and
- Category C (Cyber Liability Policy).

Managed VPN Service

About Managed VPN Service

Summit offers both Standard and High-Availability Managed VPN Service options. Via Summit's standard "Managed VPN Service," Summit uses commercially reasonable efforts to provide Customer with an Summit-operated VPN appliance that is reasonably designed to permit secure access between a Customer-designated network at a Summit Data Center and Customer's remote users' VPN device and network. The High-Availability option provides two (2) physical VPN appliances, each powered by an independent power supply connected to diverse power circuits in Customer's Colocation Space.

SLAs

Availability SLA, Standard – 99.988% operation without disruption of production traffic. If disruption lasts more than five (5) minutes, Customer shall be eligible for a Credit.

Availability SLA, High Availability – 100% operation without disruption of production traffic.

Configuration Management SLA – Rolling configuration backup with a retention period of no less than ninety (90) days.

Configuration Change Request SLA – 60-minute target response time.

VPN User Account Creation Request SLA – 24-hour target response time for initial creation of VPN users after all necessary details have been properly submitted.

Ongoing Maintenance SLA – At least 48 hours' advance notice of service-impacting maintenance, excluding Emergency Maintenance.

Remedies for Failure of SLAs

Availability SLA, Standard – 25% of Recurring Charges for the calendar month in which the disruption occurred.

Availability SLA, High Availability – 50% of Recurring Charges for the calendar month in which the disruption occurred.

Hardware Replacement (Chicago Market) – Faulty hardware replaced within one (1) hour at no charge; 3.33% per full hour of failure if SLA is missed.

Hardware Replacement (Worldwide, excluding Chicago Market) – Faulty hardware replaced within two (2) business days at no charge; 20% per full day of failure if SLA is missed.

Configuration Management SLA – If Summit fails to provide a current configuration within the retention period: 50% of Recurring Charges for that month.



Configuration Change Request SLA – If not acknowledged and acted upon within 90 minutes: 25% of Recurring Charges for that month.

VPN User Account Creation Request SLA – If not acknowledged and acted upon within 36 hours: 25% of Recurring Charges for that month.

Ongoing Maintenance SLA – If Summit fails to provide 48 hours' advance notice (excluding Emergency Maintenance): 25% of Recurring Charges for that month.

Required Insurance

- Category B (Comprehensive General Liability Policy); and
- Category C (Cyber Liability Policy).

Network Connectivity Services

About Network Connectivity Services

Summit Network Connectivity Services include Metro Ethernet Service, MPLS VPN Transport Service, Local Access Circuit Service, Alien Wavelength Service, Lit Wavelength Service, Protected Wavelength Service, and Managed DWDM Platform Service.

Metro Ethernet Service

Via Summit's "Metro Ethernet Service," Summit uses commercially reasonable efforts to provide Ethernet connectivity between multiple Data Center Facilities and/or POPs within a metropolitan region.

Metro Ethernet Uptime SLA – 100% connectivity between two endpoints without Downtime, for Customers who have purchased and configured two (2) or more connections between endpoints.



Metro Ethernet Packet Loss SLA – 99.5% or greater packet delivery success rate.

Metro Ethernet Latency SLA – 3 ms or lower round trip transmission latency.

Remedies: If Uptime SLA is not met: 3.33% of committed Metro Ethernet Service charges per full hour of failure. If Packet Loss or Latency SLAs are not remedied within 2 hours of notification: 3.33% per full hour; all Credits capped at aggregate Bandwidth charges for the calendar month.

MPLS VPN Transport Service

MPLS VPN Uptime SLA – 99.99% availability between all endpoints for any given calendar month (non-availability of less than 4.38 minutes per month).

MPLS VPN Packet Loss SLA – 99.5% or greater packet delivery success rate.

MPLS VPN Latency SLA – Maximum average latency: Within North America ≤78ms; Trans-Atlantic ≤88ms; Trans-Pacific ≤142ms.

Remedies: Uptime SLA failure: 3.33% per two (2) full hours. Packet Loss not remedied within 2 hours: 3.33% per two (2) full hours. Latency SLA failure: 3.33% of committed MPLS VPN Transport Service Fees for the affected service. All Credits capped at aggregate charges for the calendar month.

Local Access Circuit Service

As Local Access Circuits are purchased from third parties for the benefit of Customer, Summit does not provide any SLAs for Local Access Circuits. Upon request from Customer, Summit will share any service level information from the applicable third party provider(s). Any service level credit received from a third-party provider will be passed through to Customer's account as Customer's sole and exclusive remedy.

Alien Wavelength Service



Since the Alien Wavelength Service is provisioned over a single Dark Fiber and is solely dependent on the performance of that Dark Fiber, Summit does not provide any SLAs for the Alien Wavelength Service. Customer is not eligible for any Credits or other remedies for failure of the Alien Wavelength Service.

Lit Wavelength Service

Summit offers only limited Service Levels for individual lit wavelengths. To the extent applicable, Summit provides Service Levels for the Cross Connect and Media Conversion components at each end of the Lit Wavelength. If Summit determines the failure is attributable to Media Conversion or Cross Connects and is not remedied within two (2) hours, Summit will issue Customer a Credit equal to two (2) days' charges for such failure, capped at aggregate Lit Wavelength charges for the calendar month.

Protected Wavelength Service

Protected Wavelength Uptime SLA – 100% connectivity between endpoints, excluding sub-second failovers performed by the Media Converters in the event of a failure of the preferred Dark Fiber.

Remedy: If SLA is not met: 3.33% of Customer's Protected Wavelength Service Fee per full hour of failure, capped at aggregate Protected Wavelength Service Fees for the calendar month.

Managed DWDM Platform Service

Managed DWDM Platform Uptime SLA – 100% availability of all services on the Managed DWDM Platform between endpoints in the Customer's Colocation Space(s) or other Customer-designated premises.

Remedy: If the entire Managed DWDM Platform is unavailable: 3.33% per full hour, capped at aggregate Managed DWDM Platform Service Fee for the



calendar month. If only certain services are unavailable, Customer will be eligible for a pro-rata Credit based on the capacity of the failed service as compared to the capacity of all services delivered on the Platform.

Limitations on Remedies; Exceptions

The remedy for failure of any Network Connectivity Service shall be limited to the remedies described herein and shall not constitute a failure of any other Summit products or services. Summit's suspension or modification of any network connectivity product in accordance with the terms of this Agreement shall not be deemed a failure to meet adequate SLAs. Customer shall not receive any Credits for any failure caused by Customer-owned equipment, software, or configuration used in connection with any Network Connectivity Services.