SERVICE LEVEL AGREEMENT

HIGHPOINT
TECHNOLOGY GROUP

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Letter from the CEO

Let's face it, the IT services industry is an incredibly competitive marketplace with thousands of companies out there who on a "block and tackle" level perform the exact same services as HighPoint. For many companies, hiring or switching from an IT service or consulting company can seem risky.

What are the right questions to ask?
What's going to happen after I sign this contract?
What happens when my business changes?

These questions and many others put a customer in the uncomfortable position of having to figure out how to safely get ***OUT*** of an agreement at the same time they are working to get ***IN*** one. **How crazy is that concept?!?**

Having spent the first decade of my career as a customer myself, and working with many hardware, software, and services vendors, I completely understand how nerve racking this process can be at times. That is why every single quote, proposal, or business relationship document we send out includes this summary of who HighPoint is, and more importantly, what our culture is about.

For a culture to work, it must be prevalent in everything we do. More importantly it must come naturally and can never be forced, or it will simply not work. That is why our culture reflects those traits that I personally hold dear in my own life. Our culture is not a massive mission statement or document, rather it is simply four words which form the foundation of who we are.

Passion: We accomplish extraordinary results through knowledge, expertise, and determination.

Innovation: We challenge existing ideas and ourselves to solve business needs in new ways.

Accountability: We deliver on our commitments - to our customers, our partners, and one another.

Integrity: We protect the trust that others have placed in us and preserve their confidentiality.

What this means to HighPoint customers is that all interactions, whether it be a simple service ticket, our sales process, even our billing and collections efforts, will be done with these core principles at the forefront.
This is our brand promise and commitment to you. Therefore, we hire new employees with these principles in mind, use Disney inspired customer service training methods for all departments, and work every single day to be selfless members of the community. At HighPoint we believe that…

"Artificial culture is paint. Real culture is patina."

Our goal is to be regarded as the "Disney" of the IT services industry by focusing on cultivating our passion for technology to solve issues, build trustworthy relationships with clients and deliver an ecstatic customer experience.

Steve Guistwite

1. Purpose and Scope

The purpose of this Service Level Agreement is to provide an overview of the Highpoint Technology Group IT Managed Services that support a Customer's environment and define appropriate target performance service levels for those services, including any associated remedies.

A. Priority Levels

HighPoint Technology Group utilizes standard definitions to categorize ticket priority. These definitions also correspond to Response, Planning and Resolution Goals.

SLA Priority	Definition	Examples*
Priority 1 – Critical	Affects broad corporate resources, entire company affected. Security incidents including HR related terminations are also included.	Employee Terminations, Circuit Outage, Core Switch Failure, ERP or Custom application failure, Ransomware, and other large scope security attacks.
Priority 2 – High	Affects broad corporate resources at a single site	Site level circuit outage, Local Switch Failure, local router failure, site specific application failure, Shared Printer Connectivity issue
Priority 3 – Medium	Affects a single user or department but otherwise work can be performed	MS Office Issue, User Printing Issues, Password reset,
Priority 4 – Low	Minor issues that do not affect work performance	Local software installation requests,
Project / Request	PC Procurement/Refresh, New Hire Setup, Inventory updates, Server and Infrastructure Upgrades and Migrations	Windows OS Upgrades, MS Office Upgrades, Server migrations, Infrastructure Firmware updates, Email migrations, Database Server Upgrades, etc.
No Response	Informational alerts	Vendor and POC Contact Change updates, Software licensing information, Procurement updates

* Examples are not intended to be all inclusive, but rather a representation of the general types of activities related to the SLA incident category.

B. SLA Response and Resolution Goals

HighPoint Technology Group believes that efficient management practices are both measurable and repeatable. Our SLA goals are structured to align resources with the most pressing issues while still ensuring that day-to-day activities get resolved in a timely manner. Our goal for each category is 98% of incidents are resolved within stated timeframes.

SLA Priority	Response Time	Plan Within	Resolve Within	Service Level Metric
Priority 1 – Critical	≤ 15 minutes	≤ 1 hours	≤ 4 hours	98% completion for all three metrics
Priority 2 – High	≤ 1 hour	≤ 2 hours	≤ 8 hours	98% completion for all three metrics
Priority 3 – Medium	≤ 4 hours	≤ 8 hours	≤ 24 hours	98% completion for all three metrics
Priority 4 – Low	≤ 24 hours	N/A	≤ 96 hours	95% completion for all three metrics

SLA response, plan and resolution times represent normal contiguous hours, not business hours.

Hours of Coverage

Remote Tier 1 and Tier 2 support through the HighPoint Technology Group service desk is provided 24x7.

Contact Methods

Customer end-users have multiple channels available to receive support from the HighPoint service desk:

1. Create a ticket via the HighPoint Desktop Monitoring Agent
2. Submit a ticket via email to support@gohighpoint.com
3. Calling the HighPoint Support toll-free line: 877-4-IT-DESK (877-448-3375)
4. Using the HighPoint Magic Portal

Scheduled On-Site Support

On-site support is provided through scheduled rotations as mutually agreed by HighPoint and Customer or requires a minimum of 1 business day's advanced notice. Billing for these services will not normally incur additional T&M charges but may depend on the circumstances. Any on-site request that would incur such charges would be communicated to the Customer prior to the work being completed to ensure transparency.

Emergency On-Site Support

HighPoint will provide same day support for emergency ad hoc requests logged prior to 12pm CST. Otherwise, on-site support requests will be fulfilled within 24 hours of the time of request. Emergency support requests will not normally incur additional T&M charges but may depend on the circumstances. Any on-site request that would incur such charges would be communicated to the Customer prior to the work being completed to ensure transparency.

Ad Hoc On-Site Support

In non-emergency situations, HighPoint will provide best effort to respond immediately with an on-site presence; however, depending on the site location and availability of the skill set for that area, HighPoint may not always be able to provide immediate support. In these cases, the customer will be notified as soon as HighPoint resources are confirmed as unavailable and, pending customer approval, HighPoint will engage a service operations field partner to provide a just in time resource to the location.

Since not every situation is predictable, the customer will be notified at the time of dispatch if a charge is to be expected along with the associated rate in these instances. Ad hoc support requests will not normally incur additional T&M charges but may depend on the circumstances. Any on-site request that would incur such charges would be communicated to the Customer prior to the work being completed to ensure transparency.

C. Support Tiers

HighPoint Technology Group categorizes its services into support tiers. These tiers are applicable to all services within our service catalog. As a standard definition, we utilize four tiers of support:

Tier 1: Tier 1 support issues can be managed 100% remotely. Many of these issues / requests can be managed within seconds or minutes of the initial response. These activities are related to specific end users or to administrative security changes such as password resets/recovery, HR processes such as new hire and termination and software installations for a specific end-user.

Tier 2: These support issues require complex desktop and/or server troubleshooting including mid-level server administration skills. These issues may require on-site or physical touch support, either at the request of the Customer or the engineer.

Tier 3: Tier 3 issues require advanced IT skillsets involved with Systems Administration, Database support, Network infrastructure designs and management, Enterprise cloud infrastructures as well as Disaster Recovery and Enterprise Backup and Recovery administration activities.

Tier 4: Tier 4 issues require specialized application knowledge, API integration, software development and/or database development activities.

2. Service Catalog

HighPoint Technology Group offers comprehensive IT Services that cover every facet of technology management within organizations. For this reason, we have developed a clearly defined service catalog that not only explains the services we offer, but also clearly delineates between in-scope and out-of-scope activities so there are no surprises surround the scope and by extension invoicing for these services.

We pride ourselves in being honest and transparent with our customers and we utilize our Service Level Agreement and associated Service Catalog to ensure we not only remain transparent, but also function as responsible custodians of customer assets and intellectual property.

A. Desktop Management

The following service descriptions are provided as a **BASELINE** to be referenced regardless of what support level (Peak, Crest, Basecamp, or Light) purchased, allowing both HighPoint and the Customer to have a common definition of the parameters of each service as it relates to the service level agreement.

End User Support: These activities cover the efforts required to effectively support corporate issued laptops, desktops as well as personal mobile devices for Customer's end users. Corporate support is always considered to be all-inclusive, depending on the support level assigned to the employee. At a minimum, the end user support will cover triage, diagnosis, and remediation for the following:

Desktop/Laptop Support: HighPoint Technology Group will cover all aspects of corporate end user computing devices. For personal tablets and mobile phones, HighPoint Technology Group will provide email connectivity troubleshooting assistance on a best effort basis.

Asset Management: HighPoint Technology Group will manage all customer end user computing assets and maintain an inventory of all devices including any relevant assigned user or location information.

Procurement and Warranty Services: HighPoint Technology Group will provide a regular report within each customer's Magic Portal outlining a full warranty report including any assets that have less than 90 days of warranty services remaining. On devices where warranties cannot be reported automatically (assets built by non-standard manufacturers), HighPoint will make a best effort to collect any relevant warranty information and append it to the asset record for verification purposes.

Desktop/Laptop Deployment: For individual end user devices procured through HighPoint Technology Group, site deployment is provided free of charge for site locations that are less than a 15-mile driving radius from our corporate location.

For locations outside of this radius, or instances where the customer purchases equipment on their own and ships it directly to HighPoint, HighPoint will image the devices in our Houston Make Ready center and ship the equipment to the customer's location. We will then collaborate remotely with the customer to make the computer set-up an easy-to-follow process.

If onsite services are required for locations outside of this distance threshold, remote technician services will be set up with the client and any associated hourly costs communicated in advance of the work. If this includes any travel, those costs will also be communicated prior to any work being scheduled.

All equipment costs, software and hardware costs including parts, are to be covered as necessary by the customer in all circumstances.

Desktop Standards: Upon transitioning to HighPoint's Service Desk desktop management environment, the HighPoint Business Development team will collaborate with the customer to define any relevant desktop standards. Examples of these standards include the following:

- Desktop OS Version
- Hardware Make and Model(s)
- Endpoint Threat Management (Anti-virus and Anti-malware)
- Desktop Firewall Policies and Exceptions
- System Image Standards
- Application Whitelist and Blacklist
- Microsoft Office or Other Office Productivity Suite Requirements
- Adobe Reader and Similar Common Desktop Software Standards
- Laptop/Desktop PC Naming Conventions
- Default Shared Print Queues (based on physical and logical network location)

Desktop Security: HighPoint Technology Group provides Sophos Endpoint Protection with Intercept X threat management software as part of its Desktop Managed Services offering. In addition, HighPoint will manage local windows firewall policies and provide all security patch management for the Windows OS and common applications.

Desktop Warranty Services: HighPoint Service Desk will provide warranty support services including:

- Monitoring and notification of desktop hardware warranty status within 90 days of expiration
- Picking up, shipping, tracking, returning / RMA, and re-deployment activities (customer will provide a FedEx or UPS account number to use or reimburse HighPoint for any/transport shipping costs as incurred. Pickup is provided free of charge for site locations that are less than a 15-mile driving radius from our corporate location.)
- Coordination of external vendor support for on-site warranty services

Desktop Non-Warranty Services: For end user computing devices that are out of warranty or which vendor support is otherwise unavailable, HighPoint will use best effort and best judgement based on the known information at the time in performing the diagnosis, repair/replacement of user serviceable parts. If parts or equipment are deemed as necessary, the customer will be responsible for the cost of these parts even if the repair is unsuccessful.

Some devices may require specialized repair services. In these cases, HighPoint will identify an appropriate third party and negotiate pricing and provide a quote to the customer for the repair. If approved, the customer will be responsible for any costs involved in the process.

Asset Retirement and Disposal: When an end user computing device has been deemed as being end of life, HighPoint will securely wipe the data from the device and arrange its disposal through the customer's preferred channel, through a bulk IT asset recycler or through a commercial marketplace based on customer direction.

Asset Inventory Management: HighPoint will provide full lifecycle management of the customer end user computing devices. This support includes the procurement, deployment, management, break-fix, warranty, and disposal of end user computing devices considered in scope per contract terms. Separate fees will only be for the imaging of any new or repurposed devices.

Printers, Scanners and Accessories: HighPoint supports common connected devices such as printers, scanners, and other accessories that are accessed via USB, Wireless or other interfaces. Some of these accessories require specialized support services. In these cases, HighPoint Support will make a best effort to coordinate all third-party

support on behalf of the Customer. Otherwise, HighPoint will support assisting users with the connection and basic general use of the device.

Shared Printers/Scanners/Multi-function Devices: For shared commercial printers, scanners and copiers or multi-function devices, HighPoint will help end users troubleshoot device driver, network connectivity and related issues. If the device itself is malfunctioning, HighPoint will use its best efforts to diagnose and resolve the issue. If a resolution requires third party assistance, we will coordinate service support with the appropriate support vendor.

Desktop Application Support: Depending on the support level purchased, support for business applications installed on the end-user desktop is either supported in an "all you can eat" fashion (Peak level) or on a time and materials bases (for all other levels). Regardless of the support level purchased, HighPoint will help end users troubleshoot business application issues, calling any associated third-party support service should our team need to escalate on behalf of the Customer.

B. Managed Infrastructure Services

General Customer Support Functions:

- Application software installations, troubleshooting and updating.
- Backup and storage management
- Network monitoring and management
- Security Policy enforcement
- Firewall and intrusion prevention system (IPS) monitoring and management
- Antivirus scanning and remediation.
- Patch management and whitelisting
- Shared threat analysis
- Optimization and quality of service reporting
- Voice and video traffic management
- Performance reporting and improvement recommendations

Discovery Process: For all system generated monitoring tickets, HighPoint will follow the Discovery results, as outlined in the Onboarding Documentation. This process is co-developed between HighPoint and the customer and outlines notification workflows as well as routing rules that route issues to teams or individuals. Common routing rules cover servers, network, databases, applications, security, and related categories.

While HighPoint has a standard template, these rules and categories can be completely customized based on the customer IT organization and how staff resources are organized.

The Discovery Process sets the overall workflow that defines the relationship and level of involvement between HighPoint and the customer. Changes can be made to this process after implementation based on business changes, but re-training and project fees may occur based on the significance of the change. HighPoint is responsible for notifying the customer in advance along with a level of effort estimate if these changes would incur additional T&M charges.

Server Monitoring: HighPoint will install any necessary system agents on Windows and Linux based servers (CentOS, Ubuntu and Redhat). The agent will perform virtual engineering and automated escalation based on pre-defined conditions affecting CPU, disk, system memory, network, and system files.

Network Monitoring: HighPoint will, on a device-by-device basis, incorporate the customers' network devices into our global monitoring platform. This involves installing a probe computer at the location that is to be monitored. All network equipment reports back to this node which in turn gets reports into the cloud management tool for the monitoring platform. Objects monitored for each device are dependent on the type of device and what objects are available using the secure SNMP v3 protocol for the firmware version installed on that device.

Scheduled Maintenance: HighPoint may from time to time conduct routine tests, maintenance, upgrade and or repairs on any part of the Customer's infrastructure and HighPoint will provide Customer five (5) days prior notice via our Change Control program for customer-impacting maintenance. Whenever possible, such maintenance will be scheduled outside of normal corporate business hours (defined as Monday through Friday 07:00am – 7:00pm) Central Standard Time.

Emergency Maintenance: There may be situations where HighPoint is required to declare an emergency maintenance period. This is caused by situations where due to the criticality of the issue at hand, and to prevent a hardware or software failure from impacting more customers, HighPoint must take a system or service offline with little advanced notice.

HighPoint's commitment is to ALWAYS work to perform these Emergency Maintenance periods after the normal corporate business hours window and provide

as much notice as possible via our Change Control program for Customer-impacting maintenance.

Alerting and Escalation: Once an issue from a device or server has been escalated, the HighPoint Operations team will notify the customer by assigning the ticket to the appropriate individual or group based on the Onboarding Documentation. A tuning period of 90 days is recommended during on-boarding so that the customer can provide feedback and guidance to HighPoint so that the system does not flood the customer.

Network Management: HighPoint will provide administration for customer network devices including cloud manageable Wireless Access Points (WAPs), switches and firewalls. This management includes the following activities:

- User management / Access control
- License administration
- Security Log Management
- Configuration Management
- VLAN administration
- Protocol configuration
- Event Log Management
- Performance troubleshooting
- Hardware updates including system firmware.
- Software updates
- Warranty support

C. Volaré Cloud Services

Cloud Instance Support Functions:

- Backup and storage management
- Network monitoring and management
- Virtualization layer security policy enforcement
- Firewall and intrusion prevention system (IPS) monitoring and management
- Antivirus scanning and remediation.
- Patch management and whitelisting
- Shared threat analysis
- Optimization and quality of service reporting
- Performance reporting and improvement recommendations

Discovery Process: For all system generated monitoring tickets, HighPoint will follow the Discovery results, as outlined in the Onboarding Documentation. This process is co-developed between HighPoint and the customer and outlines notification workflows as well as routing rules that route issues to teams or individuals. Common routing rules cover servers, network, databases, applications, security, and related categories.

While HighPoint has a standard template, these rules and categories can be completely customized based on the customer IT organization and how staff resources are organized.

The Discovery Process sets the overall workflow that defines the relationship and level of involvement between HighPoint and the customer. Changes can be made to this process after implementation based on business changes, but re-training and project fees may occur based on the significance of the change. HighPoint is responsible for notifying the customer in advance along with a level of effort estimate if these changes would incur additional T&M charges.

Server Monitoring: HighPoint will install any necessary system agents on Windows and Linux based servers (CentOS, Ubuntu and Redhat). The agent will perform virtual engineering and automated escalation based on pre-defined conditions affecting CPU, disk, system memory, network, and system files.

Scheduled Maintenance: HighPoint may from time to time conduct routine tests, maintenance, upgrade and or repairs on any part of the Customer's cloud infrastructure and HighPoint will provide Customer five (5) days prior notice via our Change Control program for customer-impacting maintenance. Whenever possible, such maintenance will be scheduled outside of normal corporate business hours (defined as Monday through Friday 07:00am – 7:00pm) Central Standard Time.

Emergency Maintenance: There may be situations where HighPoint is required to declare an emergency maintenance period. This is caused by situations where due to the criticality of the issue at hand, and to prevent a hardware or software failure from impacting more customers, HighPoint must take a system or service offline with little advanced notice.

HighPoint's commitment is to ALWAYS work to perform these Emergency Maintenance periods after the normal corporate business hours window and provide as much notice as possible via our Change Control program for Customer-impacting maintenance.

Alerting and Escalation: Once an issue from a device or server has been escalated, the HighPoint Operations team will notify the customer by assigning the ticket to the appropriate individual or group based on the Onboarding Documentation. A tuning period of 90 days is recommended during on-boarding so that the customer can provide feedback and guidance to HighPoint so that the system does not flood the customer.

Cloud Services Recover Time Objective (RTO) and Recovery Point Objective (RPO) Definitions

Recovery Time Objective (RTO): is the DEFAULT goal our organization sets for the maximum length of time it should take to restore normal operations following an outage or data loss.

Recovery Point Objective (RPO): is our DEFAULT goal for the maximum amount of data cloud customer can tolerate losing. This parameter is measured in time: from the moment a failure occurs to our last valid data backup.

For example, if a customer experiences a failure now and the last full data backup was 24 hours ago, the RPO is 24 hours.

For the HighPoint Volaré Cloud Infrastructure, our default RPO for all cloud instances is up to 12 hours, and the default RTO for cloud instances is 2 hours.

3. Service Remedies

No Service Level Agreement is complete without a section outlining the appropriate remedies included should HighPoint fail to meet our established thresholds. The remedies outlined in this Service Level Agreement are the sole guidelines that are to be used when calculating any service-related credits. Unless specifically outlined in a HighPoint Order Form or in a mutually agreed upon version of the HighPoint Master Service Agreement, no other credits of any kind will be available to a Customer, including the termination of any Services.

A. Service Desk Services:

Service Desk Services will be provided to Highpoint customers in accordance with the metrics and time constraints as set forth in the table on Page 5. Highpoint will credit Customer's account if Highpoint fails to meet this commitment during any given calendar month.

Calculations:

Highpoint will calculate Customer's Service Desk "Unavailability" each calendar month, and upon written request by Customer, send both current and historical reports to customer within five (5) business days of request.

Service Desk "Unavailability" consists of the percentage of instances that the Highpoint Service Desk failed to meet the establish response and resolution metrics, but will not include instances resulting from the following:

1) Acts or omissions of Customer, its agents, employees, servants, contractors, licensees, invitees, or visitors, including Highpoint employees if performing specific tasks requested by Customer.
2) A customer's failure to include accurate information within a service ticket prevents Highpoint from proper follow-up communications or issue resolution.
3) Any use or user of the service not authorized or permitted by Customer; or
4) Any Force Majeure event as defined in Article 11 of the Highpoint Master Services Agreement.

Remedy:

The sole remedy for Service Desk Unavailability will be credit as provided in Schedule 1 attached hereto. Customer shall have the right to terminate the MSA and all related Order Forms with no further obligations should Highpoint fail to achieve documented service levels within this Highpoint Service for four consecutive months during any twelve-month period for any reason except a Force Majeure event as defined in Article 11 of the Highpoint Master Services Agreement.

B. Desktop Support Services:

Desktop Support Services will be provided to Highpoint customers in accordance with the metrics and time constraints as set forth in the table on Page 5. Highpoint will credit Customer's account if Highpoint fails to meet this commitment during any given calendar month.

Calculations:

Highpoint will calculate Customer's Desktop Support Service "Unavailability" each calendar month, and upon written request by Customer, send both current and historical reports to customer within five (5) business days of request.

Desktop Support Service "Unavailability" consists of the percentage of instances that the Highpoint Managed Services Team failed to meet the establish response and resolution metrics, but will not include instances resulting from the following:

1) Failure of any third-party hardware or software component where the manufacturer's support causes Highpoint to exceed these published metrics.
2) Acts or omissions of Customer, its agents, employees, servants, contractors, licensees, invitees, or visitors, including Highpoint employees if performing specific tasks requested by Customer.
3) A customer's failure to include accurate information within a service ticket prevents Highpoint from proper follow-up communications or issue resolution.
4) Any use or user of the service not authorized or permitted by Customer; or
5) Any Force Majeure event as defined in Article 11 of the Highpoint Master Services Agreement.

Remedy:

The sole remedy for Desktop Support Service Unavailability will be credit as provided in Schedule 1 attached hereto. Customer shall have the right to terminate the MSA and all related Order Forms with no further obligations should Highpoint fail to achieve documented service levels within this Highpoint Service for four consecutive months during any twelve-month period for any reason except a Force Majeure event as defined in Article 11 of the Highpoint Master Services Agreement.

C. Server Infrastructure Support Services:

Server Infrastructure Support Services will be provided to Highpoint customers in accordance with the metrics and time constraints as set forth below. Highpoint will credit Customer's account if Highpoint fails to meet this commitment during any given calendar month.

Support Level	Actions	Hours	Contact Method	Service Level Metric
Platinum	Overall Availability	7 x 24 x 365	Call	99.9%

Calculations:

Highpoint will calculate Customer's Server Infrastructure Support Service "Unavailability" each calendar month, and upon written request by Customer, send both current and historical reports to customer within five (5) business days of request.

Server Infrastructure Support Service "Unavailability" consists of the percentage of instances that the Highpoint Managed Services Team failed to meet the establish response and resolution metrics, but will not include instances resulting from the following:

1) Failure of any third-party hardware or software component where the manufacturer's support causes Highpoint to exceed these published metrics.
2) Acts or omissions of Customer, its agents, employees, servants, contractors, licensees, invitees, or visitors, including Highpoint employees if performing specific tasks requested by Customer.
3) A customer's failure to include accurate information within a service ticket prevents Highpoint from proper follow-up communications or issue resolution.
4) Any use or user of the service not authorized or permitted by Customer; or
5) Any Force Majeure event as defined in Article 11 of the Highpoint Master Services Agreement.

Remedy:

The sole remedy for Server Infrastructure Support Service Unavailability will be credit as provided in Schedule 1 attached hereto. Customer shall have the right to terminate the MSA and all related Order Forms with no further obligations should Highpoint fail to achieve documented service levels within this Highpoint Service for four consecutive months during any twelve-month period for any reason except a Force Majeure event as defined in Article 11 of the Highpoint Master Services Agreement.

D. Infrastructure Monitoring Services:

Infrastructure Monitoring Services will be provided to Highpoint customers in accordance with the metrics and time constraints as set forth below. Highpoint will credit Customer's account if Highpoint fails to meet this commitment during any given calendar month.

Support Level	Actions	Hours	Contact Method	Service Level Metric
Platinum	Overall Availability	7 x 24 x 365	Call	99.9%

Calculations:

Highpoint will calculate Customer's Infrastructure Monitoring Service "Unavailability" each calendar month, and upon written request by Customer, send both current and historical reports to customer within five (5) business days of request.

Infrastructure Monitoring Service "Unavailability" consists of the percentage of instances that the Highpoint Managed Services Team failed to meet the establish response and resolution metrics, but will not include instances resulting from the following:

1) Failure of any third-party hardware or software component where the manufacturer's support causes Highpoint to exceed these published metrics.
2) Acts or omissions of Customer, its agents, employees, servants, contractors, licensees, invitees, or visitors, including Highpoint employees if performing specific tasks requested by Customer.
3) A customer's failure to include accurate information within a service ticket prevents Highpoint from proper follow-up communications or issue resolution.
4) Any use or user of the service not authorized or permitted by Customer; or
5) Any Force Majeure event as defined in Article 11 of the Highpoint Master Services Agreement.

Remedy:

The sole remedy for Network Infrastructure Service Unavailability will be credit as provided in Schedule 1 attached hereto. Customer shall have the right to terminate the MSA and all related Order Forms with no further obligations should Highpoint fail to achieve documented service levels within this Highpoint Service for four consecutive months during any twelve-month period for any reason except a Force Majeure event as defined in Article 11 of the Highpoint Master Services Agreement.

E. Network Infrastructure Services:

Network Infrastructure Services will be provided to Highpoint customers in accordance with the metrics and time constraints as set forth below. Highpoint will credit Customer's account if Highpoint fails to meet this commitment during any given calendar month.

Support Level	Measurement	Hours	Contact Method	Service Level Metric
Platinum	Overall Availability	7 x 24 x 365	Call	99.9%

Calculations:

Highpoint will calculate Customer's Network Infrastructure Service "Unavailability" each calendar month, and upon written request by Customer, send both current and historical reports to customer within five (5) business days of request.

Network Infrastructure Service "Unavailability" consists of the percentage of instances that the Highpoint Managed Services Team failed to meet the establish response and resolution metrics, but will not include instances resulting from the following:

1) Failure of any third-party hardware or software component where the manufacturer's support causes Highpoint to exceed these published metrics.
2) Acts or omissions of Customer, its agents, employees, servants, contractors, licensees, invitees, or visitors, including Highpoint employees if performing specific tasks requested by Customer.
3) A customer's failure to include accurate information within a service ticket prevents Highpoint from proper follow-up communications or issue resolution.
4) Any use or user of the service not authorized or permitted by Customer; or
5) Any Force Majeure event as defined in Article 11 of the Highpoint Master Services Agreement.

Remedy:

The sole remedy for Network Infrastructure Service Unavailability will be credit as provided in Schedule 1 attached hereto. Customer shall have the right to terminate the MSA and all related Order Forms with no further obligations should Highpoint fail to achieve documented service levels within this Highpoint Service for four consecutive months during any twelve-month period for any reason except a Force Majeure event as defined in Article 11 of the Highpoint Master Services Agreement.

F. Storage and Backup Services

Storage and Backup Services will be provided to Highpoint customers in accordance with the metrics and time constraints as set forth below. Highpoint will credit Customer's account if Highpoint fails to meet this commitment during any given calendar month.

Support Level	Actions	Hours	Contact Method	Service Level Metric
Platinum	Overall Availability	7 x 24 x 365	Call	99.9%

Calculations:

Highpoint will calculate Customer's Storage and Backup Service "Unavailability" each calendar month, and upon written request by Customer, send both current and historical reports to customer within five (5) business days of request.

Storage and Backup Service "Unavailability" consists of the percentage of instances that the Highpoint Managed Services Team failed to meet the establish response and resolution metrics, but will not include instances resulting from the following:

1) Failure of any third-party hardware or software component where the manufacturer's support causes Highpoint to exceed these published metrics.
2) Acts or omissions of Customer, its agents, employees, servants, contractors, licensees, invitees, or visitors, including Highpoint employees if performing specific tasks requested by Customer.
3) A customer's failure to include accurate information within a service ticket prevents Highpoint from proper follow-up communications or issue resolution.
4) Any use or user of the service not authorized or permitted by Customer; or
5) Any Force Majeure event as defined in Article 11 of the Highpoint Master Services Agreement.

Remedy:

The sole remedy for Storage and Backup Service Unavailability will be credit as provided in Schedule 1 attached hereto. Customer shall have the right to terminate the MSA and all related Order Forms with no further obligations should Highpoint fail to achieve documented service levels within this Highpoint Service for four consecutive months during any twelve-month period for any reason except a Force Majeure event as defined in Article 11 of the Highpoint Master Services Agreement.

G. DBA and Database Services

DBA and Database Services will be provided to Highpoint customers in accordance with the metrics and time constraints as set forth below. Highpoint will credit Customer's account if Highpoint fails to meet this commitment during any given calendar month.

Support Level	Actions	Hours	Contact Method	Service Level Metric
Platinum	Overall Availability	7 x 24 x 365	Call	99.9%

Calculations:

Highpoint will calculate Customer's DBA and Database Service "Unavailability" each calendar month, and upon written request by Customer, send both current and historical reports to customer within five (5) business days of request.

DBA and Database Service "Unavailability" consists of the percentage of instances that the Highpoint Managed Services Team failed to meet the establish response and resolution metrics, but will not include instances resulting from the following:

1) Failure of any third-party hardware or software component where the manufacturer's support causes Highpoint to exceed these published metrics.
2) Acts or omissions of Customer, its agents, employees, servants, contractors, licensees, invitees, or visitors, including Highpoint employees if performing specific tasks requested by Customer.
3) A customer's failure to include accurate information within a service ticket prevents Highpoint from proper follow-up communications or issue resolution.
4) Any use or user of the service not authorized or permitted by Customer; or
5) Any Force Majeure event as defined in Article 11 of the Highpoint Master Services Agreement.

Remedy:

The sole remedy for DBA and Database Service Unavailability will be credit as provided in Schedule 1 attached hereto. Customer shall have the right to terminate the MSA and all related Order Forms with no further obligations should Highpoint fail to achieve documented service levels within this Highpoint Service for four consecutive months during any twelve-month period for any reason except a Force Majeure event as defined in Article 11 of the Highpoint Master Services Agreement.

H. Volaré Cloud Services

The HighPoint Volaré Cloud Services will be provided to Highpoint customers in accordance with the metrics and time constraints as set forth below. Highpoint will credit Customer's account if Highpoint fails to meet this commitment during any given calendar month.

Support Level	Actions	Hours	Contact Method	Service Level Metric
Platinum	Overall Availability	7 x 24 x 365	Call	99.9%

Calculations:

Highpoint will calculate Customer's Volaré Cloud Service "Unavailability" each calendar month, and upon written request by Customer, send both current and historical reports to customer within five (5) business days of request.

Volaré Cloud Service "Unavailability" consists of the percentage of instances that the Highpoint Managed Services Team failed to meet the establish response and resolution metrics, but will not include instances resulting from the following:

1) Failure of any third-party hardware or software component where the manufacturer's support causes Highpoint to exceed these published metrics.
2) Acts or omissions of Customer, its agents, employees, servants, contractors, licensees, invitees, or visitors, including Highpoint employees if performing specific tasks requested by Customer.
3) A customer's failure to include accurate information within a service ticket prevents Highpoint from proper follow-up communications or issue resolution.
4) Any use or user of the service not authorized or permitted by Customer; or
5) Any Force Majeure event as defined in Article 11 of the Highpoint Master Services Agreement.

Remedy:

The sole remedy for Volaré Cloud Service Unavailability will be credit as provided in Schedule 1 attached hereto. Customer shall have the right to terminate the MSA and all related Order Forms with no further obligations should Highpoint fail to achieve documented service levels within this Highpoint Service for four consecutive months during any twelve-month period for any reason except a Force Majeure event as defined in Article 11 of the Highpoint Master Services Agreement.

4. Limitations of Commitments

Remedies for failure to meet any commitment provided in this Service Level Agreement may not be combined to cover the same second, minute, or daytime period – only one remedy will be afforded to Customer per period. The total credit granted to Customer by any aspect of this Service Level Agreement during any calendar month will not exceed the monthly recurring charges for the same calendar month.

Remedies provided for in the SLA will not apply to infractions caused by:

1) Factors outside of Highpoint's reasonable control, including any Force Majeure event as defined in Article 11 of the Highpoint Master Services Agreement accompanying this SLA.

2) Actions or inactions of Customer, its agents, employees, servants, contractors, licensees, invitees, or visitors, including HTG employees if performing specific tasks requested by Customer.
3) Scheduled Highpoint maintenance event where Customer was provided with at least five (5) days' notice and maintenance was scheduled to be performed outside of industry standard normal business hours.

Credits or remedies will be provided only upon request of the Customer pursuant to this SLA. Requests for credit must be received within sixty (60) days after the Customer's receipt of Highpoint's report for the month during which the applicable service level was not met.

No guarantee or remedy will be provided at any time for failures determined attributable to Force Majeure events as defined in Article 11 of the Highpoint Master Services Agreement accompanying this Service Level Agreement.

Fault will be determined, and failure to perform under the obligations of this SLA identified, based on reports generated from Highpoint's monitoring and reporting systems, absent Highpoint's manifest error or intentional misrepresentation of Highpoint's performance. Any disagreements will be remedied in accordance with the Master Services Agreement.

Highpoint will provide all Customer reports in arrears of its SLA conditions for Service Desk, Desktop Support, Server Infrastructure, Network and Database Unavailability in accordance with the applicable guidelines of this Service Level Agreement. Official reporting will be based upon the output of the Highpoint monitoring system for each specific Service.

5. Calculation Schedules

Schedule 1 – Service Desk and Desktop Response Times

Percentage Achieved	% Applicable MRC Credited to Customer's Account:
>97.9%	0%
97.0 – 97.89%	5%
96.0 – 96.99%	10%
95.00 – 95.99%	20%
94.00 – 94.99%	30%
93.00 – 93.99%	50%

Schedule 2 – Uptime Based Service Levels

Availability % Below Specified Range:	% Applicable MRC Credited to Customer's Account:

0	0%
.1 to 1%	10%
1.1 to 2%	20%
2.1 to 3%	30%
3.1 to 4%	40%
4.1 to 5%	50%
Greater than 5%	100%