

## **OSHS Ltd Service Level Guarantee**

Every OSHS Ltd managed server customer benefits from the following service level guarantee.

1.1 “Network”. OSHS Ltd guarantees that our network will be available 100% of the time in a given month, excluding “Maintenance”. The network means internet connectivity and includes OSHS Ltd managed switches, routers, and network cabling. We will credit your account five per cent (5%) of the monthly fee for each thirty (30) minutes of network downtime, up to one hundred per cent (100%) of your monthly fee for the affected server(s).

1.2 “Infrastructure”. OSHS Ltd guarantees that HVAC and power in our data centre will be functioning one hundred per cent (100%) of the time in a given month, excluding “Maintenance”. Power includes UPSs, PDUs and electrical cabling, but does not include the power supplies on your servers. Infrastructure downtime exists when your server is shut down due to power or heat problems. OSHS Ltd will credit your account five per cent (5%) of the monthly fee for each thirty (30) minutes of infrastructure downtime, up to one hundred per cent (100%) of your monthly fee for the affected server(s).

1.3 “Hardware”. OSHS Ltd guarantees the functioning of the following hardware: (i) switches; (ii) firewalls; and (iii) servers. Hardware repair or replacement will begin once we identify the cause of the problem. Hardware repair or replacement is guaranteed to be completed within four (4) hours of problem identification for switches, firewalls and servers. We will credit your account five per cent (5%) of the monthly fee per additional hour of downtime (after the initial four (4) hours for repair or replacement), up to one hundred per cent (100%) of your monthly fee for the affected hardware. This guarantee excludes the time required to rebuild your system, such as the time required to configure a replacement device, rebuild a RAID array, reconfigure devices from their default settings, reload operating systems, reload and configure applications, and/or restore from backups (if necessary).

1.4 “Measurement of Time Periods”. For the purpose of determining whether a credit is due, time periods will be measured from the time stamp generated by our ticket system, and/or the time an interruption is recorded in our monitoring system, until network availability is restored or the affected device is powered back on, as applicable. You may open a support ticket to document the start time for a support request or other incident, or if you contact us by telephone to request support, we will open a ticket. If you contact us by phone, there may be a delay between the time of the call and the time we open a ticket.

1.5 Limitations on Credits.

1.5.1 “Cumulative Credit Amount”. The maximum total credit for any calendar month for failure to meet Service Level Guarantees, shall not exceed one hundred per cent (100%) of your monthly recurring fee for the affected managed server. Credits that would be available but for this limitation will not be carried forward to future months.

1.5.2 “Maintenance”. You are not entitled to a credit for downtime or outages resulting from Maintenance. For the purposes of the Service Level Guarantee, Maintenance shall mean:

a. OSHS Ltd maintenance windows - modifications or repairs to shared infrastructure, such as core routing or switching infrastructure that we provide notice of at least seventy

two (72) hours in advance, that occurs during off peak hours;

b. Scheduled customer maintenance – maintenance of your configuration that you request and that we schedule with you in advance (either on a case by case basis, or based on standing instructions), such as hardware or software upgrades;

c. Emergency maintenance – critical unforeseen maintenance needed for the security or performance of your configuration or OSHS Ltd's network.

1.5.3 "Extraordinary Events". You are not entitled to a credit for downtime or outages resulting from denial of service attacks, virus attacks, hacking attempts, or any other circumstances that are not within our control.

1.5.4 "Your Breach of the Agreement". You are not entitled to a credit if you are in breach of the Agreement (including your payment obligations to us) at the time of the occurrence of the event giving rise to the credit until you have remedied the breach. You are not entitled to a credit if the event giving rise to the credit would not have occurred but for your breach of the Agreement or misuse of your managed server.

1.5.5 "Logical Access". The Service Level Guarantees are contingent on OSHS Ltd having full logical access to your configuration. No credit will be due if the credit would not have accrued but for your restriction of OSHS Ltd's logical access to your configuration.

1.5.6 "Requests". You must request a credit in writing either via support ticket or by postal mail no later than fourteen (14) days following the occurrence of the event giving rise to the credit. We will contact you within thirty (30) days to approve or reject the claim or to request more information. If the claim is approved, the credit will appear on your client account following approval.