



SavyCloud Hosting Agreement

Data Center Infrastructure

We guarantee that HVAC and power will be functioning 99.9999999% of the time in any given monthly billing period, excluding scheduled maintenance. Infrastructure downtime exists when Server downtime occurs as a result of power or heat problems.

Hardware Support SLA

Savant will resolve all Hardware Issues within one (1) hour of Savant's confirmation that there is a hardware failure. Upon Customer's request, Savant will issue a Day Credit to Customer assuming Customer's Server is not Operational (excluding scheduled or emergency maintenance) within one (1) hour from the time Savant is notified of the problem through the trouble ticket system. For each additional one (1) hour period that Customer's Server is not Operational, Customer may receive an additional Day Credit; provided, however, the total number of Day Credits available to Customer in a particular month will be limited to thirty (30).

Network Support SLA

Savant's network will be available to Customer free of outages 100% of the time (excluding scheduled or emergency maintenance) in a given calendar month. Should a Network Issue occur, Customer may request and Savant will issue to Customer a Day Credit for each hour of such downtime. A Network Issue is measured from the time the trouble ticket was received by Savant to the time the Managed Server is able to transmit and receive data. For each additional one (1) hour period that the Managed Server is not Operational due to a Network Issue, Customer may receive an additional Day Credit provided, however, the total number of Day Credits available to Customer in a particular month will be limited to thirty (30).

Cloud Server Hosts

We guarantee the functioning of all cloud server hosts including computer, storage, and hypervisor. If a cloud server host fails, we guaranty that restoration or repair will be complete within one hour of problem identification.

Contact Procedures and Response Times

Savant's normal business hours are from 8:30 AM to 5:30 PM Monday thru Friday Eastern Standard time.

During normal business hours, customer may call 770-438-6240, or submit a ticket and it will be addressed within the hour. Savant's second shift begins at 5:30 PM and ends at 11:00 PM Monday thru Friday Eastern Standard time.

During second shift hours' customer should contact the main support line at 770-438-6240 and the dispatcher will create and assign the ticket to our second shift department. Response time is 1 hour. From 11:00 PM thru 7:00 AM, please call our main support line at 770-438-6240. The dispatcher will create the ticket and assign the ticket to our on call technician. The on call technician is required to respond to the ticket by 8 AM.

Backup Procedures

All servers will be backed up nightly on a 14-day retention schedule. Customer shall notify Savant in writing if backup schedule or retention schedule requires any customization. All nightly backups performed by Savant will stay in Savant's United States facility located in Atlanta, Georgia. All restores to data will be submitted to Savant in writing and will be restored to most recent backup state within 24 hours.

Migration

If a cloud server migration is required because of cloud server host degradation, we will notify you at least 24 hours in advance of beginning the migration, unless we determine in our reasonable judgment, that we must begin the migration sooner to protect your cloud server data. Either way, we guarantee that the migration will be complete within four hours of the time that we begin the migration.

Maintenance Window

Customer acknowledges and agrees to the weekly scheduled maintenance windows, Sunday mornings between the hours of 00:00 EST (midnight) – 06:00 EST. Savant will notify Customer of any planned downtime resulting from scheduled maintenance activities at least seven (7) days in advance of such maintenance activity. In the event of planned downtime resulting from unscheduled maintenance activity, Savant will make a good faith effort to notify Customer in advance and come to an agreement on a time for such maintenance activity. Customer understands

and agrees that Savant reserves the right to conduct an emergency maintenance window at any time, during which any or all of Savant's services may be unavailable, and Savant may not be able to, nor will Savant be obligated to, provide the Customer with advance notice in case of such emergency.

Any Server unavailability resulting from any scheduled or emergency maintenance windows as discussed in the foregoing paragraph will be excluded from uptime calculations and will not be eligible for Day Credits.

Exceptions

Customer is eligible to receive credits under this SLA only if Customer is in good standing with Savant and is not delinquent in payment or in violation of the TOU. Customers will not receive any Day Credits under this SLA in connection with any failure caused by or associated with circumstances beyond Savant's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, unavailability of or interruption or delay in Customer telecommunications or third party services, the failure of

any third party software, or scheduled or emergency downtime of the Server or Savant Network for repair, replacement, or maintenance of any software, hardware, or network component thereof. Furthermore, Customer will not receive any Day Credits under this SLA in the event that the Server is unavailable as a result of Customer's acts or omissions (or acts or omissions of other parties, including Customer's end users, engaged or authorized by Customer), and this includes, without limitation, any negligence or willful misconduct, or any request to re-install anything other than the currently supported version of an operating system in connection with a hardware failure. Customer will not receive any Day Credit under this SLA for any outage or service interruption resulting from Customer's failure to timely pay fees as they become due.

Credit Request and Payment Procedures

To apply for a Day Credit, Customer must email billing@savantcts.com within 72 hours of the incident and include the server name, customer ID, and date(s) and time(s) of the failure. Savant reserves the right to refuse any incomplete Day Credit requests. All Day Credits will be applied on Customer's account toward future payments. Savant will not issue Day Credits as a refund by check or any other payment method.

Terms of Agreement

This Agreement between Client and Savant, LLC., herein referred to as Service Provider, is effective upon the date signed. The Service Agreement renews for subsequent one-year terms unless either party gives the other sixty days' prior written notice of its intent not to renew this Agreement.

- a) This Agreement may be terminated by either Party upon sixty (60) days' written notice if the other Party:
 - 1. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days' of receipt of such written notice.
 - 2. Breaches any material term or condition of this Agreement and fails to remedy such breach with thirty (30) days of receipt of such written notice.
 - 3. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement

- b) In the event of termination by Client or default in the payment by Client of any of the said installments when due as herein provided, time being of the essence hereof, the Service Provider may, without notice or demand, declare the entire principal sum of this Service Agreement, then unpaid immediately due and payable.

- c) If either Party terminates this Agreement, Service Provider will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Service Provider the actual costs of rendering such assistance.

Limitations on Warranties/Disclaimer of Liability

Except for liabilities arising from intellectual property infringement, Savant's aggregate liability, if any, including loss of data, and interruption of business services, arising out of or in any way related to its performance of the services provided for under this Agreement shall be limited to the lesser of (a) all costs of materials, labor, and other expenses required to correct any error caused by Savant, or (b) \$1,000.00; and in no event shall Savant or its licensors or suppliers pay for incidental, indirect, special, or consequential damages, even if they have been advised of or should have foreseen, the possibility of such damages.

Except for the express warranties stated herein, the Contract services are provided on an "as is" basis, and Savant disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Contract Services or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. Savant makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. Savant further expressly disclaims any warranty or representation to Client, or to any third party.

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to

defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.