



Service Level Agreements

DataVault and OnDemand

OneIT Inc. provides the following Service Level Agreement (“SLA”) solely in connection with and as part of the Cloud Services listed or referred to as “OneIT DataVault” and “OneIT OnDemand”. This SLA is only valid if:

- User maintains two or more instances in geographically dissimilar locations
- Has provided and has agreed to the Recovery Point Objective (RPO) and the Recovery Time Objective (RTO) for applications and machines (including guests & hosts) being protected by **OneIT DataVault** or being hosted by **OneIT OnDemand** prior to the start of the implementation process.

Due to the nature and complexity, in regard to Ransomware, certain variables may affect the Recovery Point Objective and Recovery Time Objective (RPO/RTO). Factors include, but are not limited to: Interval between infection and discovery of infection, number of nodes infected, volume of files changed from time of infection, frequency of backup policies, and granularity of files to be recovered.

OnDemand comes with a standard version of DataVault, which includes retention for 30 days as follows: A full on 4 Mondays, with 6 days of incrementals between each full. The oldest week will drop off as appropriate to maintain a rolling 30 day retention window. If additional retention is desired, OneIT will accommodate, but at an additional cost.

Any customer service and /or support issue must be delivered via the desktop app, an email to support@youroneit.com or by calling 614-403-4161. Once OneIT is notified by “the customer”, OneIT has up to 30 minutes to confirm receipt of outage. OneIT, Inc. agrees only under the SLA that the Cloud Services will maintain a 99.9% uptime after above variables are exhausted. With that in mind, OneIT agrees to the definition(s) below.

If User makes a valid claim for OneIT, Inc.’s failure to satisfy the SLA, OneIT, Inc. will provide a complimentary credit to the User account for the Service, which will be available for the remainder of the then-current Services Period (excluding any renewal of such Services Period) for each 1/10th of 1% (i.e. .01%) of the SLA Uptime deficiency. Any claims for SLA requests must be sent in writing via email to OneIT, Inc. (support@youroneit.com) within ten (10) calendar days of the alleged incident, or such claims are permanently and forever deemed waived by User. Notwithstanding anything to the contrary contained herein, the immediately foregoing remedy constitutes User’s sole and exclusive remedy (and then only to the extent the SLA is actually applicable) for OneIT, Inc.’s failure to satisfy the SLA. In the event OneIT, Inc. fails to satisfy the SLA for three (3) consecutive months, User shall have the option to immediately terminate this Agreement, and OneIT, Inc. shall refund to User all amounts previously paid by User for services not yet rendered by OneIT, Inc. For purposes hereof, “Uptime” shall be calculated



for a calendar month in accordance with the following formula: Uptime equals (a) total minutes per calendar month minus total minutes Downtime per calendar month, divided by (b) total minutes per calendar month.

For purposes herein, "Downtime" is defined as the inability for OneIT, Inc. systems to deliver a subscribed to service. Downtime ends when the service is substantially restored or a suitable substitute solution is identified and implemented by OneIT, Inc. Notwithstanding the foregoing, Downtime shall specifically not include any period of unavailability that is directly or indirectly caused by or due to (a) scheduled maintenance and/or upgrades which require OneIT, Inc. or customers IT support staff/company to perform maintenance or other services on any technology environments, computing systems or information technology networks; (b) any failure of the Internet and/or any other Force Majeure Event (as defined in the Terms and Conditions); or (c) any act or omission on the part of User or any third party. Labor to restore and cleaning of environment caused by a Ransomware infection will not be covered under the DataVault agreement and therefore will be charged as time and material at a rate of \$180.00 an hour.

Complete

Any customer service and /or support issue must be delivered via the desktop app, an email to support@youroneit.com, via the form on our website, or by calling 614-403-4161. If the service request is not delivered using one of the listed methods, such as an email direct to an employee, the SLA will not be valid.

Standard SLA times are as follows:

Priority 1	Emergency Response	High urgency and High Impact	< 30 minutes
Priority 2	Quick Response	Medium urgency and High Impact High urgency and medium impact	< 2 hours
Priority 3	Normal Response	Medium urgency and medium impact High urgency and low impact	< 4 hours
Priority 4	Schedule Maintenance	Medium urgency and low impact	N/A
Priority 5	Next Time	Low urgency and low impact	N/A

If an issue is a Priority 1 and <30 minutes response is required, the email to support must read "911 support needed" as the subject line. This type of response time frame is not included in this SLA, but it is noted that OneIT will do it's best to address the matter within minutes, including remote support as well as onsite support dispatch.

The customer's sole remedy under this SLA falls back to items #7 Termination and #19 Equitable Relief, in the Terms and Conditions documents.