



## IaaS and SaaS SLA and Support Terms

This SLA and Support Terms (this “**SLA**”) governs the use and provision of the Services under the terms of the Master Services Agreement (the “**Agreement**”), between Customer and ne Digital, Inc., a Florida corporation (“**ne Digital**”) and is subject to all of the terms and conditions of the Agreement. The terms and conditions of this SLA are applicable to IaaS and SaaS Services only, and “Service” or “Services” as used in this SLA refers only to IaaS and SaaS Services.

- 1. Service.** Subject to the limitations contained in the Agreement and this SLA, ne Digital will use commercially reasonable efforts to provide the IaaS and SaaS Services set forth on the Service Order entered into by Customer and ne Digital.
- 2. Modifications to Services.** The Services procured pursuant to the initial Service Order shall be uploaded into ne Digital’s online portal designated for Customer (the “**Online Portal**”). All changes and modifications to the Services must be requested through the Online Portal by Customer and once accepted by ne Digital, shall be subject to the terms and conditions of the Agreement and this SLA as if a part of the initial Service Order.

Requests for modification to the standard configuration of the Services will be considered on a case-by-case basis. Approval of such modifications will be at ne Digital’s sole discretion. ne Digital does not guarantee any particular result from non-standard configurations nor can it be held liable in any way for Service performance changes or failures which result from non-standard configurations.

- 3. Transition Period.** The “Transition Period” for services under this SLA is estimated to be no longer than [30] days after the activation of Services under any Service Order (the “**Service Commencement Date**”). ne Digital and Customer agree that ne Digital will need SLA flexibility during the Transition Period to allow for proper setup, knowledge transition and stabilization. All SLAs and associated credit and remedies are waived during the Transition Period.

### **4. Term and Termination.**

- 4.1.** Subject to the terms set forth herein, and unless otherwise provided in the applicable Service Order or Agreement, the initial term for Support Services will commence on the Service Commencement Date and shall continue for a period of [three (3)] years. The term shall be automatically extended for successive renewal terms of one (1) year each unless either party provides written notice of nonrenewal to the other at least thirty (30) days before such expiration. Fees for the Support Services (as defined below) on all subsequent Service Orders and renewals shall be set at then current ne Digital pricing, unless otherwise agreed to by the parties.
- 4.2.** Either party may terminate the Services if the other party breaches a material term of this SLA and such breach is not cured within [thirty (30)] days after written notice thereof from the terminating party. Customer must pay all charges for used term according to the signed agreement.
- 5. Service Availability.** ne Digital will use commercially reasonable efforts to provide the Service Availability set forth in the applicable Service Level Agreement of the third-party infrastructure or software vendor (each, a “**Service Goal**”). ne Digital shall pass-through to Customer the benefit of any such vendor’s service levels in respect of the relevant infrastructure or software services.

As at the date of this SLA, such Service Level Agreements or Cloud Agreements, respectively, are noted below for the following vendors (collectively, “**Vendor SLAs**”). Customer acknowledges that these Vendor SLAs may be amended or revised, from time to time, by the applicable vendor.

- Microsoft Azure, <https://azure.microsoft.com/en-us/support/legal/sla/>

- Amazon AWS, [Amazon AWS SLAs](#)
  - IBM Cloud, [IBM Cloud Agreement](#)
  - Microsoft Office 365, [Microsoft Cloud Agreement](#)
  - Cisco Umbrella, [Cisco Umbrella Cloud Agreement](#)
- 6. Service Availability Credits.** If Service Availability measured for any completed calendar month is below the Service Goal, subject to the terms contained in this SLA and the Vendor SLAs, Customer shall be entitled to a credit (“**Service Availability Credit**”).
- 7. Service Availability Credit Request.** To request a Service Availability Credit, Customer must be in good standing with ne Digital, and must open a support ticket by emailing support@nedigital.com reporting an apparent Service interruption within [72] hours of the event. Service Availability Credit requests must include Customer’s name or ne Digital account number and the dates and specific times for which Customer is requesting Service Availability Credits.
- 8. Limits on Service Availability Credit & Sole and Exclusive Remedies.** Any Service Availability Credit due to Customer for any loss of Service Availability will be issued to Customer within [ ] days of ne Digital’s receipt of such Service Availability Credit from the applicable vendor. Notwithstanding anything set forth in the Agreement or this SLA, the Service Availability Credit described in this Section 8 is Customer’s sole and exclusive remedy in connection with any loss of Service Availability as described in such section or breach by ne Digital of this SLA.
- 9. SLA Exclusions.** Loss of Service Availability caused by any of the following (each, an “**Exclusion**”) will be excluded from Service Availability calculations: (i) issues beyond ne Digital’s reasonable control, including, without limitation, denial of service or similar attacks, mail bombs, DNS resolution, domain name expiration, hardware failure, Internet availability, Customer’s portion of the network, IP transit provider issues, SYN attacks, and other similar events or any force majeure event, or (ii) use of the Service by Customer or its end users that is not in compliance with the Agreement or this SLA.
- 10. Disclaimers.** Any services not expressly mentioned in the Service Order or Online Portal are outside the scope of this SLA.
- 11. Maintenance.**
- 11.1. **Scheduled Maintenance.** In order to maintain performance, ne Digital may perform routine maintenance from time to time. Loss of Service Availability due to Scheduled Maintenance is not deducted in calculating Service Availability. ne Digital will use commercially reasonable efforts to notify Customer in advance of any Scheduled Maintenance that may adversely affect Customer’s use of the Services.
- 11.2. **Emergency Maintenance.** ne Digital may need to perform emergency maintenance, including security patch installation and hardware replacement. ne Digital will not be able to provide Customer with advanced notice of emergency maintenance. Loss of Service Availability due to emergency maintenance is not deducted in calculating Service Availability.
- 12. Compatibility.** ne Digital does not guarantee compatibility of the Services with any specific customer configuration of hardware or software. Customer is encouraged to discuss any technical and compatibility issues with ne Digital support personnel.
- 13. Updates/Notice.** This SLA may be amended by neDigital in its discretion after providing thirty days’ advance notice. Notices will be sufficient if provided by email to the registered email address provided for the administrator(s) for Customer’s account.