

HqO Service Level Agreement

DATE OF LAST REVISION: JUNE 1, 2020

Definitions

Capitalized terms used without definition herein will have the meanings given to them in the separate agreement between Customer and HqO that makes reference to this Service Level Agreement (“Customer Agreement”).

For purposes of this Service Level Agreement:

“Availability” or “Available” means the HqO Service is available for access and use from the HqO Data Center.

“HqO Service” has the meaning set forth in the Customer Agreement, and does not include any Third Party Service.

“Immediate Control” means HqO’s network services within the HqO Data Center which extends to, includes, and terminates at the Internet Service Provider circuit termination point on the router the HqO’s Data Center (i.e., public Internet connectivity). Specifically excluded from the definition of “Immediate Control” are the following:

1. Equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of Customer and Customer’s network services which allow the Customer to access the HqO Service. These components are controlled by the Customer and their performance or failure to perform can impair or disrupt Customer’s connections to the Internet and the transmission of data.
2. Equipment, data, advertisements, materials, software, hardware, services and/or facilities provided by third party vendors or service providers of Customer.
3. Acts or omissions of Customers, its employees, contractors, agents or representatives, third party vendors or service providers of Customer or anyone gaining access to HqO’s network at the request of Customer.
4. Issues arising from bugs or other problems in the software, firmware, or hardware of third parties.
5. Delays or failures due to circumstances beyond HqO’s reasonable control that could not be avoided by its exercise of due care.
6. Any outage, network unavailability, or downtime outside the HqO Data Center.

HqO Service Availability

Availability Objective

HqO will provide 99.9% Availability per Service Region for the HqO Service within HqO's Immediate Control (the "Availability Objective").

Availability Calculation

Availability is calculated per calendar month and separately per Service Region. For a given Service Region and for a given calendar month, the calculation will be as follows, where "t" is the total number of seconds in the calendar month and "d" is the "Material Downtime" in seconds during that month in that Service Region.

$$\text{Availability} = 100 \times ((t - d) / t)$$

"Material Downtime" is measured as the time in seconds when the HqO Service is not Available in a given Service Region for reasons other than the following exclusions:

1. Force Majeure Event or events which are outside HqO's Immediate Control;
2. A security threat until such time as the security threat has been eliminated;
3. Use of unapproved or modified hardware or software by or on behalf of Customer;
4. Misuse of the HqO Service by Customer or its agents, customers, or third party contractors; and/or
5. Scheduled Maintenance as described below.

Scheduled Maintenance

The vast majority of HqO Service maintenance is performed without service interruption. However, in the rare event that a maintenance outage is required that a) is expected to exceed 30 minutes or b) is outside a standard maintenance window, HqO will provide Customer with at least 48 hours advance notice of scheduled maintenance activities via email, unless otherwise agreed by Customer.

Standard maintenance windows are daily between 11:00pm to 03:00am or on weekends between Saturday 03:00am to Sunday 06:00pm. All times are EST/EDT (i.e., GMT-5/-4). These windows provide the flexibility for HqO to schedule maintenance that is non-disruptive whether Customer is U.S. or non-U.S. based.

Remedies

In the event that HqO is unable to achieve the Availability Objective in a given Service Region that impacts Customer in any given calendar month, Customer will receive a credit on its next monthly invoice.

This credit is calculated as the Credit Percentage corresponding to the actual Availability indicated in the table below, of one (1) month's fees for the HqO Service specific to the buildings affected by the Service Region, for the month in which the Availability Objective was not attained. Under no circumstances will the credit amount exceed 25% of the fees due to HqO for the buildings affected by that Service Region for that calendar month.

Actual Availability for the Affected Region	Credit Percentage
Availability \geq 99.9% (i.e., Availability Objective achieved)	No Credit.
99.0% \leq Availability < 99.9%	1%
98.0% \leq Availability < 99.0%	2%
97.0% \leq Availability < 98.0%	5%
95.0% \leq Availability < 97.0%	10%
Availability < 95.0%	15%

Customer's right to receive credit(s) ("Service Credits") will be Customer's exclusive remedy for HqO's failure to meet the Availability Objective. Remedies will not accrue (i.e., no Service Credits will be issued and an outage will not be considered unavailability for purposes of this Service Level Agreement) if Customer is not current in its payment obligations either when the outage occurs or when the credit would otherwise be issued.

To receive Service Credits, Customer must submit a written request, within fifteen (15) days after the end of the month in which the HqO Service was unavailable, or Customer's right to receive Service Credits with respect to such unavailability will be waived. Where a Force Majeure Event prevents full Availability for more than twenty (20) consecutive days in any six (6) month period, Customer's sole remedy is to terminate the Agreement on thirty (30) day's written notice to HqO. In such case, neither party will be liable for penalties or damages arising out of a failure to perform under this Agreement.

Customer Support

Customer support for the HqO Service can be reached at appsupport@hqo.co and is available from 6:00am to 9:00pm EST/EDT (i.e., GMT-5/-4) Monday through Friday, excluding U.S. federal holidays, for all support requests, and 24 hours, 7 days per week for Critical Priority requests. HqO has structured a response plan to address such requests in an efficient and timely manner, addressing the most critical issues first. Cases will be opened upon receipt of request or identification of issue, and incidents will be addressed according to the following targets:

Severity Level	Error State Description	Response (max.)	Resolved (max.)
1 – Critical Priority	Renders the HqO Service inoperative or causes to fail catastrophically.	30 Minutes	4 Hours
2 – High Priority	Affects the operation the HqO Service and materially degrades Customer’s use thereof.	2 Hours	12 Hours
3 – Medium Priority	Affects the operation of the HqO Service, but does not materially degrade Customer’s use thereof.	24 Hours	N/A
4 – Low Priority	Causes only a minor impact on the operation of the HqO Service.	48 Hours	N/A

Third Party Services are used by the HqO Service in partial fulfillment of tenant experience functionality. As a result, issues with or outages of Third Party Services may impact portions of the HqO Service. When a support issue has been diagnosed as an issue with a Third Party Service, HqO will use commercially reasonable efforts to work with the provider of the applicable Third Party Service to resolve the issue. However, because service and support levels may vary among providers of Third Party Services, response and resolution times for these incidents are beyond HqO’s Immediate Control.