



ABACUS SERVICE LEVEL AGREEMENT

Last Updated: 2024-11-06

This Service Level Agreement ("SLA") forms part of the *Master Professional Services Agreement* ("Principal Agreement") between: (i) for US based "Client": **ABACUS INFORMATION TECHNOLOGY, LLC (d/b/a Abacus Group LLC)**; or for UK based "Client": **ABACUS INFORMATION TECHNOLOGY UK LIMITED** (collectively "Abacus") acting on its own behalf and as agent for each Abacus Affiliate; and (ii) "CLIENT" (as detailed in the respective *Principal Agreement*) acting on its own behalf and as agent for each Client Affiliate.

The terms used herein shall have the meanings as set forth herein. Capitalized terms not otherwise defined herein shall have the meaning given to them in the *Principal Agreement*. Except as modified below, the terms of the *Principal Agreement* shall remain in full force and effect.

In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added as an addendum to the *Principal Agreement*. Except where the context requires otherwise, references herein to the *Principal Agreement* are to the *Principal Agreement* as amended by, and including, this addendum.

Service Availability

Abacus delivers 99.9% average scheduled availability of the respective Products and/or Services that Abacus delivers to Client (as specified in the *SOWs that exist between Abacus and Client*). This service level is calculated on a monthly basis, and applies 24 hours per day, 365 days a year, except as noted below.

Availability of Products and/or Services is defined as the ability of Client's Authorized Users to access and utilize the Products and/or Services specified in the *SOWs that exist between Abacus and Client*. The following conditions and events are specifically excluded from the calculation of system availability:

- Scheduled maintenance (but only if it does not occur during Normal Business Hours (as defined in one or more applicable *Statement(s) of Work(s)*).
- Installation of urgent "hotfixes" will be scheduled as quickly as possible after testing, with notification sent to Client. All notification requirements are waived for urgent "hotfixes". Abacus also reserves a one (1) hour window on weekends, from 12:00 midnight (Saturday) to 1:00 AM Sunday (Pacific Time), during which the servers may be offline for urgent fixes; usage of this maintenance window is excluded from downtime calculations.
- Software "bugs" or problems within applicable software products that create service interruptions. Bugs must be acknowledged by the respective developer or manufacturer to be excluded from calculations.
- Force majeure events, including, without limitation, fire, flood, earthquake, elements of nature or acts of God; third party labor disruptions, acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action (whether of the United States or otherwise); or any other similar cause beyond the reasonable control of Abacus which prevents the administration of services at Abacus' data center(s).
- Problems connecting to Abacus's Products and/or Services due to the addition by Client's Authorized Users' of third-party software installed on Client's PC or network (e.g., *Microsoft Outlook plug-ins and add-ons*).
- A delay in accessing the Products and/or Services due to a lost Two-Factor Authentication token and/or mobile device.
- Problems connecting to or utilizing the Products and/or Services due to: i) issues with Client-supplied hardware, software and/or services (e.g. *circuits*); and/or ii) Client-supplied hardware, software and/or services that do not meet Abacus's recommended specifications.

- Problems utilizing the feature / functionality of the Products or Services caused by Product and/or Services supplied by Abacus, as specifically requested in writing by Client, that do not meet Abacus', Client's and/or Client's Third-Party Vendor's recommended specifications.
- Problems utilizing the feature / functionality of the Product or Services caused by products, services and/or platforms provided solely by an independent third-party.
- A problem connecting to the Products and/or Services due to any action on the part of Client that triggers a security response; e.g., scanning the ports on an Abacus router triggers a shut-down of the ports used by Client.
- The unavailability of voice services for any sites that make use of only client supplied direct public internet access service(s) instead of a point-to-point connection to the Abacus data center.

Response Level

The Abacus Helpdesk staffs Tier 1, Tier 2 and Tier 3 engineers during Normal Business Hours (as detailed in one or more SOW(s)). Escalation is based on the discretion of the engineer(s) based upon defined and documented criteria and procedures.

Support Tier	Description
Tier 1	All support requests start here and are triaged here and resolved when possible
Tier 2	Support request that cannot be resolved in Tier 1 are escalated to Tier 2 where more experienced engineers resolve more complex problems
Tier 3	Our senior team resolves the most complex requests and this tier assists both Tier 1 and Tier 2 with less complex requests

The Abacus Helpdesk is staffed 24x7 and is available for remote support during that time. Abacus strives to meet and /or exceed the response level defined below.

	Priority 1 (Critical)	Priority 2 (High)	Priority 3 (Low)
Type of Work Outage	Firm wide outage or failure of Critical Business Function	No firm wide issues, but system degradation where user(s) are unable to access Critical Business Function and no workaround exists	User(s) are unable to perform a minor portion of their job, but a workaround exists
Response Time	During Normal Business Hours ("NBH"): Within fifteen (15) Minutes Outside Normal Business Hours ("ONBH"): 1 Hour		
Ticket Actioned	Within one (1) business hour	Within four hours	NBH: Within eight business hours ONBH: 24-48 business hours

For the Product (s) / Service(s) that provide for managed threat detection and response services, Abacus strives to meet and /or exceed the response level defined below.

	Priority 1 (Critical)	Priority 2 (High)	Priority 3 (Low)
Type of Work Outage	Firm wide outage or failure of Critical Business Function	No firm wide issues, but system degradation where user(s) are unable to access Critical Business Function and no workaround exists	User(s) are unable to perform a minor portion of their job, but a workaround exists
Response Time	During Normal Business Hours ("NBH"): Within fifteen (15) Minutes Outside Normal Business Hours ("ONBH"): 1 Hour		
Ticket Actioned	Within one (1) business hour	Within four hours	NBH: Within eight business hours

Definitions

“Critical Business Function” means one or more of the following as are applicable given the Product(s) and/or Service(s) Client subscribes to via Abacus:

1. Ability to access Email services¹
2. Ability to access file(s)*
3. Internet Access from an Abacus Managed Network
4. (For Application Hosting services subscribers only) Ability to access Virtual Machines (“VMs”) assigned to Client*
5. Remote Access to above applicable service(s)

“Response Time” means the time Abacus first responds to Client from a request for assistance.

“Ticket Actioned” means the first time an Abacus employee makes contact with the Client and actively begins working to resolve the ticket.

Response Time vs Resolution Time

It is important to understand that response time and resolution time are separate and distinct the majority of time. Response time is the time it takes to return contact and start working on a resolution. Resolution Time is the date/time a given issue is resolved or a question is answered. Because of the potential for third parties and unknown situations, Abacus cannot provide guaranteed resolution times.

Availability of Access

Abacus is not responsible for the current status of the Client’s internet latency or reliability.

System Downtime

Abacus cannot be held accountable for systems downtime caused by third-party and/or the Client. Abacus will take responsibility for any downtime caused directly or indirectly by the actions or inaction of Abacus

SLA Credit

In accordance with the above criteria, Abacus agrees to rebate or credit the fees for the applicable Product(s) and/or Service(s) provided to Client in the event that Abacus fails to meet the above criteria. The rebate will be granted for the specific calendar month in which the given Abacus Product(s) and/or Service(s) were affected and will be a prorated amount equal to the time such Product(s) and/or Services(s) were unavailable. The maximum credit will be Client’s monthly fees for the affected Product(s) and/or Service(s) as detailed in an applicable Statement of Work.

¹ Does not include missing items (including, but not limited to email(s), file(s), attachment(s), etc) or the inability to make use of third-party supplied applications that result through no fault of Abacus.