

ONGOING OPERATIONS, LLC SERVICE LEVEL AGREEMENT (May 2020)

This Service Level Agreement (“SLA”) between Ongoing Operations (“OGO,” “Us,” “We”) and the user (“Credit Union,” “You,” “Your”) of OGO services (“Services”) is a policy governing performance expectations, measurement of performance levels, and specific remedies available related to the Services provided in the Master Services Agreements (“MSA”).

In the event of a conflict between the terms of this SLA and the terms of the MSA, the terms and conditions of this SLA prevail, but only to the extent of such conflict. This SLA and the Service Credits set forth herein shall be OGO’s sole obligation and Credit Union’s sole and exclusive remedy for failure to meet the specified performance levels. Capitalized terms used herein but not defined herein shall have the meanings set forth in the MSA.

Service Level Agreement and Service Credit Exceptions: For each commitment set forth in this SLA, the Service Commitment does not apply to any unavailability of a suspended or terminated Services, or any other Included Service performance issues as a result of: a) the acts or omissions of Credit Union or its employees, contractors, agents or end-users; b) the failure, malfunction or limitation of throughput of equipment, network, software, applications or systems not owned or directly controlled by OGO; c) circumstances or causes beyond the reasonable control of OGO, including, without limitation, events of force majeure and third-party attacks on the OGO network including but not limited to: ping, denial-of-service attacks, and hacking; d) internet access or related problems beyond the demarcation point of the applicable included Service(s); e) the failure of any software to perform in accordance with its specifications (“Software Failure”) and such Software Failure is not caused by OGO’s negligence, willful misconduct or failure to maintain a maintenance contract on such software; f) scheduled maintenance with prior notice; g) urgent maintenance with notice provided as soon as is commercially practical under the circumstances; h) if Credit Union is past due on any outstanding undisputed invoices; i) if Credit Union is not in compliance with the applicable OGO Credit Union Agreement (including OGO’s then-current Acceptable Use Policy, applicable Order); j) Credit Union equipment, software, power, or other technology and/or third party equipment, software or other technology (other than third party equipment within OGO’s direct control); k) the use of third-party services not provided by OGO, including, but not limited to, issues resulting from inadequate bandwidth.

Service credits will be granted only if Credit Union provides OGO with all requested information in the approved manner as described below. Upon coming to a decision, Credit Union will be notified by e-mail whether the appropriate service credit will be issued on the next invoice or if OGO rejects the claim by specifying the basis for rejection. If service is

impacted by factors other than those detailed in this SLA, then We may issue a Service Credit considering such factors at Our discretion as the sole remedy for Credit Union.

Business Continuity Planning Software

Last Updated: May 28, 2020

Included Services

- Business Continuity Planning Software

Service Commitment

OGO's Business Continuity Planning Software will be Available 99.9% of the time.

Service Credits

In the event any of the Included Services do not meet the Service Commitment, Credit Union will be eligible to receive a Service Credit against the affected Services as described below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.90% but equal to or greater than 99.00%	10%
Less than 99.00% but equal to or greater than 95.00%	25%
Less than 95.00%	50%

Definitions

“Available”. The Included Service is deemed Available if the Credit Union user can log in and authenticate.

“Monthly Uptime Percentage” equals (the number of minutes in the calendar month minus the number of minutes of the Software is not available in that calendar month) divided by the number of minutes in the calendar month. The result is then multiplied by 100 to achieve an Actual Uptime Percentage equated to a percent of the pro-rata amount of the Fees attributable to the month in which the outage for the Included Service occurred. Monthly Uptime Percentage measurements exclude Unavailability resulting directly or indirectly from any SLA Exclusions.

A **“Service Credit”** is a dollar credit, calculated as set forth above, that we may credit back to an Eligible Credit Union.

“Unavailable” and **“Unavailability”** mean: The software platform supporting Business Continuity Planning is not available for the user to log in and authenticate.

Credit Request Procedures

To receive a Service Credit, Credit Union must submit a claim by opening a service ticket in ConnectWise. To be eligible, the credit request must be received by us by the 5th business day of the month following the month in which the incident occurred and must include:

1. The words “SLA Credit Request” in the subject line;
2. The dates and times of each unavailability incident of the impacted Included Service that You are claiming;
3. Your request logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of such request is confirmed by Us and is less than the Service Commitment, then We will issue the Service Credit to You in the month after the claim was approved. Your failure to provide the request and other information as required above will disqualify You from receiving a Service Credit.

Additional SLA Exclusions

None.

Replicator

Last Updated: May 28, 2020

Included Services

- Replicator v4

Service Commitment

OGO will, within six (6) hours of a Disaster Declaration, initiate and complete the activation of the target VM server at the OGO facility such that Credit Union has the ability to access the operating system and start the applications(s) on the target VM at the OGO facility by way of the local or domain account logon (“Start-up”).

Service Credits

In the event any of the Included Services do not meet the Service Commitment, Credit Union will be eligible to receive a Service Credit as described below.

OGO shall credit Credit Union one (1) day's Monthly Fee for the affected server(s) for each hour over the Guarantee until the Start-up is complete. In no event will the total credits for any occurrence exceed Credit Union's then current monthly fee for the affected server(s).

Definitions

A “**Service Credit**” is a dollar credit, calculated as set forth above, that we may credit back to an eligible account.

Credit Request Procedures

To receive a Service Credit, Credit Union must submit a claim by opening a service ticket in ConnectWise. To be eligible, the credit request must be received by us by the 5th business day of the month following the month in which the incident occurred and must include:

1. The words “SLA Credit Request” in the subject line;
2. The dates and times of each unavailability incident of the impacted Included Service that You are claiming;
3. Your request logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of such request is confirmed by Us and is less than the Service Commitment, then We will issue the Service Credit to You in the month after the

claim was approved. Your failure to provide the request and other information as required above will disqualify You from receiving a Service Credit.

Additional SLA Exclusions

None.

Managed Network Device

Last Updated: May 28, 2020

Included Services

- Managed Firewall
- Managed Router
- Managed Switch

Service Commitment

For the managed network device or virtual appliance services listed in Included Services which are configured in a single, non-redundant architecture, OGO commits that the associated Network device shall be Available to Credit Union 99.5% of the time.

Network device services listed in Included Services which are configured in a redundant high-available architecture, OGO commits that the associated Network device shall be Available to Credit Union 99.95% of the time.

Service Credits

In the event any of the Included Services do not meet the Service Commitment, Credit Union will be eligible to receive a Service Credit as described below.

Single Non-Redundant Monthly Uptime Percentage Service Credit Percentage

Less than 99.50% but equal to or greater than 99.00% 10%

Less than 99.00% but equal to or greater than 95.00% 25%

Less than 95.00% 50%

High Availability Monthly Uptime Percentage Service Credit Percentage

Less than 99.95% but equal to or greater than 99.00% 10%

Less than 99.00% but equal to or greater than 95.00% 25%

Less than 95.00% 50%

Definitions

“Available”. The device is responsive to 5-minute interval standard ICMP or SNMP requests.

“Monthly Uptime Percentage” equals (the number of minutes in the calendar month minus the number of minutes of the Software is not available in that calendar month) divided by the number of minutes in the calendar month. The result is then multiplied by 100 to achieve an Actual Uptime Percentage equated to a percent of the pro-rata amount of the Fees attributable to the month in which the outage for the Included Service occurred. Monthly Uptime Percentage measurements exclude Unavailability resulting directly or indirectly from any SLA Exclusions.

A **“Service Credit”** is a dollar credit, calculated as set forth above, that we may credit back to an eligible account.

Credit Request Procedures

To receive a Service Credit, Credit Union must submit a claim by opening a service ticket in ConnectWise. To be eligible, the credit request must be received by us by the 5th business day of the month following the month in which the incident occurred and must include:

1. The words “SLA Credit Request” in the subject line;
2. The dates and times of each unavailability incident of the impacted Included Service that You are claiming;
3. Your request logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of such request is confirmed by Us and is less than the Service Commitment, then We will issue the Service Credit to You in the month after the claim was approved. Your failure to provide the request and other information as required above will disqualify You from receiving a Service Credit.

SLA Exclusions

None.

Managed Server Services

Last Updated: May 28, 2020

Included Services

- Managed Server

Service Commitment

Each individual Managed Server provided in an OGO facility will be Available for Credit Union use 99.9%.

Service Credits

In the event any of the Included Services do not meet the Service Commitment, Credit Union will be eligible to receive a Service Credit for the affected servers as described below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.90% but equal to or greater than 99.00%	10%
Less than 99.00% but equal to or greater than 95.00%	25%
Less than 95.00%	50%

Definitions

“Available”. The Included Service is deemed Available if the Managed Server is responsive to 5 minute interval standard ICMP or SNMP requests.

“Monthly Uptime Percentage” equals (the number of minutes in the calendar month minus the number of minutes of the Managed Server is not available in that calendar month) divided by the number of minutes in the calendar month. The result is then multiplied by 100 to achieve an Actual Uptime Percentage equated to a percent of the pro-rata amount of the Fees attributable to the month in which the outage for the Included Service occurred. Monthly Uptime Percentage measurements exclude Unavailability resulting directly or indirectly from any SLA Exclusions.

A **“Service Credit”** is a dollar credit, calculated as set forth above, that we may credit back to an eligible account.

Credit Request Procedures

To receive a Service Credit, Credit Union must submit a claim by opening a service ticket in ConnectWise. To be eligible, the credit request must be received by us by the 5th business day of the month following the month in which the incident occurred and must include:

1. The words “SLA Credit Request” in the subject line;
2. The dates and times of each unavailability incident of the impacted Included Service that You are claiming;
3. Your request logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of such request is confirmed by Us and is less than the Service Commitment, then We will issue the Service Credit to You in the month after the claim was approved. Your failure to provide the request and other information as required above will disqualify You from receiving a Service Credit.

SLA Exclusions

Un-managed servers and Managed Servers hosted at non-OGO facilities are excluded from the Managed Server Service Commitment.

Virtual Desktop Services

Last Updated: May 28, 2020

Included Services

- Managed VDI Services

Service Commitment

For Managed VDI Servers provided in an OGO facility configured in single, non-redundant architecture, OGO commits that the associated VDI Services shall be Available to Credit Union 99.5% of the time.

For Managed VDI Servers provided in an OGO facility configured in a redundant high-available architecture, OGO commits that the associated VDI Services shall be Available to Credit Union 99.95% of the time.

Service Credits

In the event any of the Included Services do not meet the Service Commitment, Credit Union will be eligible to receive a Service Credit as described below.

Single Non-Redundant Monthly Uptime Percentage Service Credit Percentage

Less than 99.50% but equal to or greater than 99.00% 10%

Less than 99.00% but equal to or greater than 95.00% 25%

Less than 95.00% 50%

High Availability Monthly Uptime Percentage Service Credit Percentage

Less than 99.95% but equal to or greater than 99.00% 10%

Less than 99.00% but equal to or greater than 95.00% 25%

Less than 95.00% 50%

Definitions

“Available”. The Included Service is deemed Available if the Managed VDI Server is responsive to 5-minute interval standard ICMP or SNMP requests. When configured in a redundant high-available architecture, “Available” will mean that only one of the Managed

VDI Servers in the HA cluster is responsive to 5-minute interval standard ICMP or SNMP requests.

“Monthly Uptime Percentage” equals (the number of minutes in the calendar month minus the number of minutes of the Managed VDI Server is not available in that calendar month) divided by the number of minutes in the calendar month. The result is then multiplied by 100 to achieve an Actual Uptime Percentage equated to a percent of the pro-rata amount of the Fees attributable to the month in which the outage for the Included Service occurred. Monthly Uptime Percentage measurements exclude Unavailability resulting directly or indirectly from any SLA Exclusions.

A **“Service Credit”** is a dollar credit, calculated as set forth above, that we may credit back to an eligible account.

Credit Request Procedures

To receive a Service Credit, Credit Union must submit a claim by opening a service ticket in ConnectWise. To be eligible, the credit request must be received by us by the 5th business day of the month following the month in which the incident occurred and must include:

1. The words “SLA Credit Request” in the subject line;
2. The dates and times of each unavailability incident of the impacted Included Service that You are claiming;
3. Your request logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of such request is confirmed by Us and is less than the Service Commitment, then We will issue the Service Credit to You in the month after the claim was approved. Your failure to provide the request and other information as required above will disqualify You from receiving a Service Credit.

SLA Exclusions

None.

Colocation Services

Last Updated: May 28, 2020

Included Services

- Colocation

Service Commitment

100% Power Availability of the power services provided to a Credit Union's Properly Configured colocation cabinet.

Service Credits

In the event any of the Included Services do not meet the Service Commitment, Credit Union will be eligible to receive a Service Credit as described below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 100% but equal to or greater than 99.00%	10%
Less than 99.00% but equal to or greater than 98.00%	25%
Less than 98.00%	50%

Definitions

“Properly Configured Colocation Cabinet” means a cabinet where 1.) the Credit Union has contracted for redundant A and B power circuits; 2.) all Credit Union equipment is correctly configured for redundant power; AND 3.) the total utilized power is less than 80% of the capacity of one of the circuits in the pair. The Power Availability SLA does not apply to cabinets without redundant power feeds.

“Power Availability” is measured as the unscheduled time that the OGO-provided dual power feeds were simultaneously unavailable.

“Monthly Uptime Percentage” equals (the number of minutes in the calendar month minus the number of minutes of the power is not available in that calendar month) divided by the number of minutes in the calendar month. The result is then multiplied by 100 to achieve an Actual Uptime Percentage equated to a percent of the pro-rata amount of the Fees attributable to the month in which the outage for the Included Service occurred. Monthly Uptime Percentage measurements exclude Unavailability resulting directly or indirectly from any SLA Exclusions.

A “**Service Credit**” is a dollar credit, calculated as set forth above, that we may credit back to an eligible account.

Credit Request Procedures

To receive a Service Credit, Credit Union must submit a claim by opening a service ticket in ConnectWise. To be eligible, the credit request must be received by us by the 5th business day of the month following the month in which the incident occurred and must include:

1. The words “SLA Credit Request” in the subject line;
2. The dates and times of each unavailability incident of the impacted Included Service that You are claiming;
3. Your request logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of such request is confirmed by Us and is less than the Service Commitment, then We will issue the Service Credit to You in the month after the claim was approved. Your failure to provide the request and other information as required above will disqualify You from receiving a Service Credit.

SLA Exclusions

None.

Datacenter Internet Services

Last Updated: May 28, 2020

Included Services

- OGO Datacenter Managed Internet Service

Service Commitment

During any calendar month, the OGO Data Center Network utilized to access the Internet from the designated OGO facility will have availability of 99.99% for Credit Unions to transmit to, and receive information from, the Internet.

Service Credits

In the event any of the Included Services do not meet the Service Commitment, Credit Union will be eligible to receive a Service Credit as described below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.99% but equal to or greater than 99.90%	10%
Less than 99.90% but equal to or greater than 95.00%	25%
Less than 95.00%	50%

Definitions

“OGO Data Center Network” means the OGO provided network infrastructure within OGO’s control. It does not include equipment located on the Credit Union premise (whether provided by OGO or is Credit Union-owned), circuits between Credit Union premise and the OGO data center, or any networks or network equipment not owned or controlled by OGO.

“Monthly Uptime Percentage” equals (the number of minutes in the calendar month minus the number of minutes of the Managed VDI Server is not available in that calendar month) divided by the number of minutes in the calendar month. The result is then multiplied by 100 to achieve an Actual Uptime Percentage equated to a percent of the pro-rata amount of the Fees attributable to the month in which the outage for the Included Service occurred. Monthly Uptime Percentage measurements exclude Unavailability resulting directly or indirectly from any SLA Exclusions.

A **“Service Credit”** is a dollar credit, calculated as set forth above, that we may credit back to an eligible account.

Credit Request Procedures

To receive a Service Credit, Credit Union must submit a claim by opening a service ticket in ConnectWise. To be eligible, the credit request must be received by us by the 5th business day of the month following the month in which the incident occurred and must include:

1. The words “SLA Credit Request” in the subject line;
2. The dates and times of each unavailability incident of the impacted Included Service that You are claiming;
3. Your request logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of such request is confirmed by Us and is less than the Service Commitment, then We will issue the Service Credit to You in the month after the claim was approved. Your failure to provide the request and other information as required above will disqualify You from receiving a Service Credit.

SLA Exclusions

None.

Third-Party Resold Network Services

Last Updated: May 28, 2020

Included Services

- Resold MPLS Services
- Resold P2P (Point to Point) Circuits
- Resold Internet Access

Service Commitment

For any of the listed Included Services, OGO will pass through the Telco Provider's SLA to Credit Union. Telco Provider Service Level Agreements for individual resold circuits can be provided to Credit Union upon request.

Any violation of any Telco Provider SLA may NOT be used as cause for breach of Agreement or any Order under this Agreement and is exclude from any gross SLA violation clause under the SLA, Agreement, or applicable Order.

Service Credits

Service Credits apply only to fees paid for the affected Included Service where the service level has not been met.

Definitions

“Telco Provider” is the telecommunications provider of the network services being resold to Credit Union by OGO.

A **“Service Credit”** is a dollar credit, calculated as set forth above, that we may credit back to an eligible account.

Credit Request Procedures

In order for OGO to consider a resold telecommunication services claim, Credit Union must submit a claim by opening a service ticket in ConnectWise. To be eligible, the credit request must be received by Us by the 5th business day of the month following the month in which the incident occurred and must include This claim must include all information necessary for OGO to validate the claim with the Telco Provider:

1. The words “SLA Credit Request” in the subject line;
2. The dates and times of each unavailability incident of the impacted Included Service that You are claiming;

3. In addition, Credit Union is not eligible, to receive Service Credits if there is a past due balance for any undisputed amounts.

The associated Telco Provider will evaluate all information reasonably available to Telco Provider relative to the claim and make a good faith determination of whether a Service Credit is owed. Telco Provider will use commercially reasonable efforts to process claims during the subsequent month and within ninety (90) days of receipt. If Telco Provider determines that a Service Credit is owed, then We will issue the Service Credit to You in the month after the claim was approved. Your failure to provide the request and other information as required above will disqualify You from receiving a Service Credit.

Additional SLA Exclusions

Any exclusions specifically outlined by the Telco Provider's SLA agreement associated with the Third-Party Resold Network Services are incorporated herein.

Microsoft Online Services

Last Updated: May 28, 2020

Included Services

- Office 365
- Microsoft 365

Service Commitment

Credit Union agrees to be bound by the Microsoft Service Level Agreements for and attributable to the Microsoft service or services OGO provides to Credit Union. These Service Level Agreements can be found:

<https://www.microsoftvolumelicensing.com/Downloader.aspx?DocumentId=17454>.

Neither OGO nor Microsoft guarantees continuous, uninterrupted, virus-free or secure Microsoft Online Services, and OGO is not liable if Credit Union or Credit Union's Users are unable to access any Microsoft Online Service at any specific time. OGO does not guarantee that OGO or Microsoft will be able to replace any of Credit Union's information, content or other data that may be lost, damaged or stolen resulting from use of any Microsoft Online Service.

Any violation of any Microsoft Online Service SLA may NOT be used as cause for breach of Agreement or any Order under this Agreement and is exclude from any gross SLA violation clause under the SLA, Agreement, or applicable Order.

Service Credits

Service Credits apply only to fees paid for the particular Service, Service Resource, or Service tier for which a Service Level has not been met. In cases where Service Levels apply to individual Service Resources or to separate Service tiers, Service Credits apply only to fees paid for the affected Service Resource or Service tier, as applicable. The Service Credits awarded in any billing month for a particular Service or Service Resource will not, under any circumstance, exceed the Customer's monthly service fees for that Service or Service Resource, as applicable, in the billing month.

Credit Request Procedures

In order for OGO to consider a Microsoft Online Services Claim, Credit Union must submit a claim by opening a service ticket in ConnectWise. To be eligible, the credit request must be received by us by the 5th business day of the month following the month in which the

incident occurred and must include This claim must include all information necessary for OGO to validate the claim with Microsoft:

1. The words “SLA Credit Request” in the subject line;
2. The dates and times of each unavailability incident of the impacted Included Service that You are claiming;
3. In addition, Credit Union is not eligible, to receive Service Credits if there is a past due balance for any undisputed amounts.

Microsoft will evaluate all information reasonably available to Microsoft relative to the claim and make a good faith determination of whether a Service Credit is owed. Microsoft will use commercially reasonable efforts to process claims during the subsequent month and within forty-five (45) days of receipt. If OGO determines that a Service Credit is owed to you from Microsoft, then We will issue the Service Credit to You in the month after the claim was approved. Your failure to provide the request and other information as required above will disqualify You from receiving a Service Credit.

SLA Exclusions

None.