



MASTER SERVICES AGREEMENT CRYPTOCURRENCY MINING

1. **DEFINITIONS.** The following terms shall have the meaning set forth below or elsewhere in the MSA.
- a. **“Colocation Services”** means Services related to the storage of Customer Equipment in the Equipment Space, including internet connectivity.
 - b. **“Company Exchange of Record”** means the official fiat-to-cryptocurrency exchange that Electric Forge utilizes to monetize cryptocurrency as it relates to assessing fees, exchanging cryptocurrencies, and setting exchange rates.
 - c. **“Cryptocurrency”** for this MSA means any digital currency that is available on the market and able to be mined via blockchain hashing.
 - d. **“Customer Data”** means all information stored, maintained, received or transmitted by Customer using the Services.
 - e. **“Customer Email Address of Record”** means the email address by which Electric Forge determines the identity of a Customer and authenticates requests.
 - f. **“Customer Equipment”** means any equipment owned by Customer in connection with the MSA.
 - g. **“Customer Wallet”** means a cryptocurrency wallet owned and operated by the Customer. Electric Forge will distribute cryptocurrency from the EF CryptoBox to the Customer Wallet.
 - h. **“Electric Forge Equipment”** means any equipment used by Electric Forge to provide the Services. Such equipment may be located inside or outside the Equipment Space.
 - i. **“Equipment Space”** means the designated area within the Facility that Customer may occupy and use.
 - j. **“EF CryptoBox”** means a cryptocurrency lockbox used for storing and retaining cryptocurrency generated by Customer Equipment, where all fees and associated costs are accounted for and remunerated before final distribution to a Customer wallet(s).
 - k. **“Facility”** means the Electric Forge data center(s) where the Customer Equipment is located.
 - l. **“Managed Services”** means those additional related services that Electric Forge may offer.
 - m. **“Mining”** means the electronic transactions that take place to execute network transactions that create Cryptocurrency.
 - n. **“MSA”** has the meaning set forth on the Cover Sheet.
 - o. **“Output” or “Rig Output”** means the digital credits due to Customer Equipment network operations
 - p. **“Rig(s)”** means some arbitrary aggregate of Customer Equipment that equals one production unit for the purposes of cryptocurrency mining.
 - q. **“Statement of Work” or “SOW”** means a document setting forth more detailed information regarding specific Services to be provided by Electric Forge, including a rights and responsibilities matrix.



2. SCOPE OF SERVICES.

a. Services

- **Mining as a Service;** *All customers, under this MSA, will receive this service.*
- **() Colocation;** *Check this box if included as Services*

3. TERM and Termination.

- a. **Term.** The Term of the MSA is monthly. The initial period begins at the time the Customer Equipment begins Mining the Cryptocurrency, and every period thereafter is equal to the calendar month. All Services provided prior to the billing start date are included in the initial Customer Equipment purchase, deployment and setup, and are paid for by Customer at time of order.
- b. **Termination.** This agreement will **automatically renew** at the end of each term for a further term unless either party gives the other written notice of termination at least 30 days notice via email or certified mail.
- c. **Continuation of initial term pricing and fees.** If the Services are not terminated by Customer, or terminated by Company due to breach of contract, the agreed upon pricing and fees will continue as set by this agreement for a period of no less than 12 months from date of signed agreement. If notification of pricing or fee changes is not provided to Customer within 60 days of the 12 month period, the initial pricing and fees will continue as set for another 12 month period.

4. Mining as a Service. The following terms and conditions apply specifically to the Mining Services.

- a. **Mining as a Service.** Company provides Cryptocurrency mining services, including management and administration of Customer equipment, Company equipment and third-party equipment using both proprietary and third-party software, and proprietary and reasonable business processes, all in a service management model as Company makes generally available to its customers, and as revised or modified by Company from time to time in its sole discretion (collectively, and including any related support or other services provided by Company hereunder, the "Services"). Services may be provided at any pre-approved data center.
- b. **Fees.** Fees will be 12.5% of Customer equipment mining output per month.
- c. **Customer Equipment.** Services will only be provided for Customer mining equipment purchased under this agreement and listed as Exhibit A hereto ("List of Customer Equipment.")
- d. **Licenses.** All software and hardware licenses necessary to execute Services are included in Fees, 4.b.
- e. **Statement of Work:**
- Company will acquire on behalf of the Customer, Covered Equipment, or bill of materials, as ordered and paid for by Customer based on Exhibit A agreed to by Customer and will be paid for at time of order.
 - Company will ensure a complete bill of materials has been ordered that is necessary for mining the appropriate Cryptocurrency of Customer choice, known as a Rig or Rigs.
 - Company will track and manage logistics of Customer Equipment shipping to data center location.
 - Company will manage any Customer Equipment inventory issues on behalf of Customer
 - Upon delivery of the entire bill of materials, Company will accept and document inventory the Customer Equipment as Customer assets.
 - Company will build the rig in a timely manner according to reasonable business practices.
 - Company will deploy, set up and test the rig in the data center including installing all necessary Cryptocurrency software, monitoring software, security software, and network software as required to mine the Cryptocurrency of Customer choice.
 - Customer will identify the initial Cryptocurrency of choice prior to each Purchase Order.
 - Customer may change Cryptocurrency of choice at any time during this agreement with written approval of Company. Only certain changes in Cryptocurrency mining will be approved and is based on the Customer Equipment currently in operation. Customer may order new equipment at any time to mine Cryptocurrency of choice if offered by Company. Any additional fees associated with Customer requested changes in the type of coin to be mined will be quoted at the time of request.



- Company will create a Rig network identifier for Company system administration purposes and for Customer tracking purposes.
- Company will create an EF CryptoBox for Customer for storing all Rig Output.
- Company will monitor, administer and manage all mining activity and performance on Rig(s).
- Company will provide on-line visibility of Rig Output performance and activity to the Customer.
- Company will transfer Rig Output to the Customer(s) Wallet(s) through the EF CryptoBox after fee processing. Note that there is a cryptocurrency network fee, not associated with, or controlled by, the Company, applied when transferring coins from the EF CryptoBox to the Customer Wallet. This fee should be noted in the Customer Wallet terms and conditions. No fee is assessed when Rig output is sent to the EF CryptoBox.

f. Cryptocurrency storage/Rig Output.

- All Customer transfers of cryptocurrency from the EF CryptoBox to the Customer Wallet must be requested via email or on a predetermined schedule
 - The minimum periodic schedule for transfers must be **MONTHLY**. If no other schedule is requested, Electric Forge will assess all associated fees and transfers on the 1st day of each calendar month.
- All one time customer requests will be authenticated via email to and from the Customer Email Address of Record.
 - Electric Forge **HIGHLY** recommends protecting the Customer Email Address of Record with 2-Factor Authentication (available on all major email platforms). Electric Forge will not be held responsible for any losses or security breaches with the Customer Email Address of Record.
 - Customer may elect to use identity verification with Electric Forge via text message or phone call in the case where a new customer wallet address is requested.
- Ad hoc transfers will take place within 2 business days of initial request.
- Scheduled cryptocurrency transfers will take place within 1 business day of predetermined schedule.
- Company has no control of, access to, or authority over the Customer Wallet

g. Method of payment for Fees.

- Company will withdraw the fees due to Company for Mining Services from the EF CryptoBox on a monthly basis in arrears for the month of Services provided.
- If Customer requests a periodic transfer in a time frame less than monthly, Company will withhold 12.5% of the transfer amount and an estimated amount to account for the monthly colocation services fees if applicable.
- Fee calculation and all resultant transfers will occur on the 1st day of each calendar month.
- Fee basis for USD to cryptocurrency conversion will be calculated using net USD from Company Exchange of Record which will be agreed upon by Customer and Company prior to initial payment of fees.

5. Colocation Services. The following terms and conditions apply only to the extent that Customer receives colocation Services.

- Use.** Customer Equipment will be occupying Equipment Space per this agreement for Services. Company will have the right to access the Equipment Space for any business purpose at all times as reasonably required to provide the Services.
- Installation, Operation and Maintenance.** Company will be responsible for installation, operation and maintenance of Customer Equipment.
- Facility Space Lease.** Company agrees to allow Customer Equipment in the Equipment Space subject and subordinate to the terms and provisions of Company's lease(s) with its landlord(s), if applicable. Customer agrees that this is a service agreement and is not intended to and will not constitute a lease of real property. Customer acknowledges and agrees that the rights granted to Customer hereunder do not constitute an easement of any portion of the Facility. Customer acknowledges and agrees that it has been granted only a revocable license to occupy the Equipment Space and that it has no rights as a tenant or otherwise under any real property or landlord/tenant laws, regulations or ordinances.



- d. **Access to Equipment Space.** Customer will not be allowed access to Equipment Space and Customer Equipment while in the Colocation facility.
- e. **Ability to Change Equipment Space.** Company reserves the right to change the location or configuration of the Equipment Space; provided, Company and Customer work in good faith to minimize any disruption in Customer's services that may be caused by such changes in location or configuration of the Equipment Space.
- f. **Operating Expenses.** Direct operating expenses for Colocation Services will be detailed and billed monthly. The direct operating expenses include:
 - Power
 - Environmental
 - Space lease
 - Network backhaul
 - System administration
 - Security
 - Hardware repair and maintenance
- g. **Maintenance, Repairs and Warranty.** The operating expenses do NOT include any additional costs or expenses due to maintaining, repairing or replacing any failed equipment not under warranty. If equipment is under warranty, only the labor cost of replacement will be charged. All of these activities and their related costs and expenses will be automatically performed and assessed unless otherwise pre-negotiated by Customer via email prior to initiation.
- h. **Method of Payment for Operating Expenses, Maintenance, and Repairs.**
 - See section 4.g for fee assessment procedure.
- i. **Graceful Termination.** Upon termination or expiration of the MSA that is graceful and mutually agreed upon by Company and Customer, Customer may select from 3 separation options: (i) Company will ship all Customer Equipment to designated Customer address, all shipping and handling fees will be assessed at the time of request and are due in USD prior to shipment; (ii) Company will arrange the sale of Customer Equipment based on market rates at the time of request, and all shipping and handling fees will be deducted from the sale of Customer Equipment prior to final payment to Customer; (iii) Company will purchase Customer Equipment for a mutually agreed upon price.
- j. **Non-graceful Termination.** Upon termination or expiration of the MSA that is not considered graceful: (i) Company will promptly remove all Customer Equipment from the Facility; (ii) Company may remove all Customer Equipment from the Equipment Space to another location in the Facility. To the extent Customer does not remove Customer Equipment; Customer will continue to be billed for all until such Customer Equipment is removed. If Customer does not work in good faith with Company to coordinate the removal of Customer Equipment from the Facility within ninety (90) days of the termination or expiration date, subject to any applicable laws, Company will be entitled to dispose of any Customer Equipment as Company deems necessary, including, without limitation, destruction or sale of the property in question, all at Customer's risk and expense. Company will not be liable to Customer or any third party as a result of such disposal. Customer will pay Company all reasonable costs incurred in connection with the storage and disposal of any Customer Equipment.

6. SECURITY.

- a. **Colocation Services.** Company will take reasonable responsible measures to protect the physical and logical security of Customer Equipment, and related software and data.

7. TAXES.

Except for taxes based on Company's income, Customer will be responsible for payment of all sales, use, gross receipts, excise, access, bypass, franchise or other local, state and federal taxes, fees, charges or surcharges, however designated, imposed on or based upon the provision, sale or use of the Services provided hereunder

8. COST INCREASES.

In the event of any change in applicable law, regulation, rule, or order or any other change that materially increases the costs or other terms of delivery of Services, including but not limited to electrical rate increases and software



license fees, Company may pass such increased costs through to Customer and Customer may terminate the specific Service.

9. **NOTICES.** Notices will be deemed properly given when delivered, if delivered in person or overnight courier, when deposited with the U.S. Postal Service, via e-mail or as otherwise permitted herein. Unless otherwise provided herein, notices will be delivered to the addresses shown on the Cover Sheet until such time as either party informs the other of a change in accordance with this Section.

10. **INDEMNITY.**

- a. **Indemnification Obligations.** Company will indemnify and defend Customer against any third party claim, loss, damage, expense or liability (including reasonable attorneys' fees and court costs) (collectively, "Claims") to the extent that such Claims: (i) are caused by the gross negligence or willful misconduct of Electric Forge; or (ii) are related to allegations that the Services infringe upon any US patent, trademark, copyright or other intellectual property right, except to the extent the Claim arises out of: (a) Customer's use of the Services in violation of applicable law; (b) the Customer Data; or (c) the use of the Services in combination with any software, hardware, application or service that was not provided by Company if the Claim would have been avoided by the non-combined or independent use of the Services. Customer will indemnify and defend Company against Claims to the extent such Claims: (i) are caused by the gross negligence or willful misconduct of Customer; (ii) allege that the Customer Data or Customer's use of the Services infringe on any US patent, trademark, copyright or other intellectual property right; (iii) arise out of the Customer Data; or (iv) arise out of Customer's use of the Services in violation of the MSA.
- b. **Indemnification Procedures.** The indemnified party will: (i) promptly notify the indemnifying party in writing of any losses for which the indemnified party seeks indemnification, provided, however, that failure to give such notice will not relieve the indemnifying party of any liability hereunder (except to the extent the indemnifying party has suffered actual material prejudice by such failure); (ii) cooperate with the indemnifying party in the defense; and (iii) permit the Indemnifying party full control over the defense and settlement of any matter subject to indemnification; provided that the indemnifying party will not enter into any settlement that affects the indemnified party's right or interests without the indemnified party's prior written consent which will not be unreasonably withheld, conditioned or delayed. The indemnified party will have the right to participate in the defense at its expense.

11. **REPRESENTATIONS AND WARRANTIES.**

- a. **Electric Forge.** Electric Forge represents and warrants as follows: (i) it will perform the Services in a professional and workmanlike manner; (ii) the execution of the MSA does not violate any agreement to which Electric Forge is a party; and (iii) Electric Forge will comply with all applicable federal, state and local laws in the performance of the Services.
- b. **Customer.** Customer represents and warrants as follows: (i) the execution of the MSA does not violate any agreement to which Customer is a party; and (ii) Customer will comply with all applicable federal, state and local laws, including, without limitation, applicable laws related to the transmission and use of information and content.

12. **DISCLAIMERS.** EXCEPT AS EXPRESSLY STATED IN THESE MSA TERMS, THE SERVICES, INCLUDING THE EQUIPMENT SPACE, ARE DELIVERED BY ELECTRIC FORGE AND ACCEPTED BY CUSTOMER "AS IS" AND "AS AVAILABLE" AND ELECTRIC FORGE DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY FITNESS FOR A PARTICULAR USE, WARRANTIES THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. CUSTOMER ACKNOWLEDGES THERE ARE INHERENT RISKS IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER PRIVACY AND PROPERTY, INCLUDING CONFIDENTIAL INFORMATION. ELECTRIC FORGE ASSUMES NO LIABILITY FOR ANY DAMAGE, THEFT OR LOSS TO CUSTOMER'S PROPERTY (INCLUDING, WITHOUT LIMITATION, CUSTOMER EQUIPMENT AND CUSTOMER DATA) RESULTING FROM THE ACTS OR OMISSIONS OF ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY UNAUTHORIZED PHYSICAL OR NON-PHYSICAL ACCESS (SUCH AS HACKING). ANY SUCH DAMAGE OR LOSS WILL BE THE EXCLUSIVE RESPONSIBILITY OF THE THIRD PARTY WHO CAUSED SUCH LOSS OR DAMAGE.



- 13. LIMITATION ON LIABILITY.** THE ENTIRE CUMULATIVE LIABILITY OF ELECTRIC FORGE OF WHATEVER NATURE ARISING OUT OF THE MSA AND THE FURNISHING OF, OR THE FAILURE TO FURNISH, THE PRODUCTS OR SERVICES DESCRIBED IN THE MSA, INCLUDING BUT NOT LIMITED TO MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, TORTIOUS CONDUCT, NEGLIGENCE, REPRESENTATIONS, ERRORS, OR OTHER DEFECTS, WHETHER CAUSED BY ACTS OF COMMISSION OR OMISSION, WILL BE LIMITED TO AN AMOUNT EQUAL TO THE PRICE OF SERVICES PURCHASED BY CUSTOMER DURING THE THREE (3) MONTH PERIOD PRECEDING THE EVENT WHICH CAUSED THE DAMAGES OR INJURY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, ELECTRIC FORGE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS OR LOST REVENUES), WHETHER OR NOT CAUSED BY THE ACTS OR OMISSIONS OR NEGLIGENCE OF ITS EMPLOYEES OR AGENTS, AND REGARDLESS OF WHETHER CUSTOMER HAS BEEN INFORMED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. CUSTOMER ACKNOWLEDGES THAT THIS LIMITATION FORMS AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND THAT THIS LIMITATION ON LIABILITY SURVIVES ANY REMEDY'S FAILURE OF ESSENTIAL PURPOSE.
- 14. PROPRIETARY RIGHTS.** The MSA will not be construed to grant to Customer any ownership right, title or interest in any intellectual property rights embodied in or associated with the Services. All intellectual property rights, title and interest in the methodology, technology and know-how that Company uses to provide the Services will remain exclusively with Company and its licensors, as applicable.
- 15. ASSIGNMENT OR TRANSFER.** Neither party may assign the MSA in whole or in part without the prior written consent of the other party, which consent will not be unreasonably conditioned, delayed or withheld.
- 16. ENTIRE UNDERSTANDING.** The MSA, together with any exhibits hereto and any referenced documents constitutes the entire understanding of the parties related to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements, including any prior non-disclosure agreements, or other communications between the parties with respect to the subject matter hereof.
- 17. ARBITRATION; GOVERNING LAW AND VENUE.** The parties will attempt in good faith to resolve any Dispute within thirty (30) days of notice of a Dispute through discussions between themselves at the operational level. After thirty (30) days either party can elect to have the Dispute settled by arbitration by informing the other party in writing. Except as otherwise explicitly set forth herein, all Disputes will be finally settled by arbitration in the state and county of Grand Traverse, Michigan and will be resolved under the laws of Michigan (without regard to any conflict of laws provisions) without the use of court systems. The arbitration will be conducted before a single arbitrator in accordance with the then in effect commercial rules and practices of the American Arbitration Association. The arbitrator will have the power to order specific performance of any term or provision of the MSA if requested by either party to the Dispute. Any award, order, or judgment pursuant to such arbitration will be deemed final and binding and may be enforced in any court of competent jurisdiction. The parties agree that the arbitrator will have no power of authority to make award or issue orders of any kind except as expressly permitted by the MSA, and in no event will the arbitrator have the authority to make any award that provides for punitive or exemplary damages. All arbitration proceedings will be conducted on a confidential basis. The arbitrator may, as part of the arbitration award, permit the substantially prevailing party to recover all or part of its reasonable attorneys' fees and other out-of-pocket costs incurred in connection with such arbitration. The MSA will be governed and construed in accordance with the laws of the state of Michigan without regard to any conflict of law's provisions. The parties hereby waive any jurisdictional venue or inconvenient forum objections to such courts.
- 18. CONFIDENTIALITY.**
- a. Confidential Information.** The parties acknowledge that each party (the "Recipient") will receive in connection with the MSA confidential information relating to the other party's (the "Disclosing Party") business, including without limitation, information regarding the Disclosing Party's products, services or offerings; audit and security reports; the Disclosing Party's business strategies, policies or practices; information received from others that Disclosing Party is obligated to treat as confidential; and, in the case of Company, data center designs and pricing information (collectively, "Confidential Information"). For the avoidance of doubt, Customer Data is Customer's Confidential Information. Except as otherwise set forth herein, each party agrees to protect and maintain the secrecy of the Disclosing Party's Confidential Information by,



among other things: (i) treating such information with at least the same standard of care and protection which such party accords its own confidential and proprietary information but in any event with no less than a reasonable degree of care; (ii) using care in the assignment of personnel who receive or have access to such information, and instructing and obtaining the prior written agreement of such personnel to take all reasonable precautions to prevent unauthorized use or disclosure thereof; and (iii) not using, disclosing or exploiting such information except as necessary to perform any Services or obligations hereunder or as otherwise pre-authorized by the Disclosing Party in writing.

- b. Exceptions.** Confidential Information does not include any information that the Recipient can demonstrate: (i) was in the public domain at the time it was received; (ii) enters the public domain through no fault of the Recipient; (iii) is independently developed by Recipient without use of or reference to the Disclosing Party's Confidential Information; or (iv) is disclosed as required by law (including disclosures necessary or appropriate in filings with the Securities and Exchange Commission or other governmental body). Recipient may disclose the Disclosing Party's Confidential Information to a legal, judicial or governmental entity, or as required by the rules or orders of a court or governmental entity, provided that, before such disclosure, Recipient will give reasonable advance written notice of such so that the Disclosing Party can seek a protective order or the appropriate protection for the Confidential Information and the Recipient uses reasonable efforts to have such information treated as confidential and under seal.
- c. Breach.** Each party acknowledges that all of the Disclosing Party's Confidential Information is owned solely by the Disclosing Party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury to the Disclosing Party, the degree of which would be difficult to ascertain. Each party agrees that the Disclosing Party will have the right to seek an immediate injunction enjoining any breach or alleged breach of this Section, wherever it deems appropriate, as well as the right to pursue any and all other rights and remedies available at law or in equity in the event of such a breach or alleged breach.

19. COMPLIANCE.

- a. Risk Assessment.** Customer acknowledges and agrees that it has determined that the Services are sufficient for Customer's purposes and Customer's compliance with applicable law and the Company is not responsible for determining whether any Services are sufficient for Customer's compliance with any applicable law.

20. MISCELLANEOUS.

- a. Counterparts.** The MSA may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.
- b. Regulatory.** Customer understands that internet use, and related products and services provided under the MSA, may require regulatory, registration and related administrative reports. Company may be required to file with the appropriate regulatory agency respecting the delivery of certain services by Company to Customer. In the event that such reports are filed respecting services ordered by Customer, then the terms set forth in the applicable regulation will govern Company's delivery of, and Customer's consumption or use of, such services.
- c. Publicity.** Neither party will use the other party's name, trademarks or logos without the prior written consent of the other party unless otherwise required by applicable law.
- d. Severability.** If any provision of the MSA is found by a court of competent jurisdiction to be invalid or unenforceable, such provision will be severed and will be inoperable, and, provided that the fundamental terms and conditions of the MSA remain legal and enforceable, such finding will not affect the validity or enforceability of the MSA as a whole or of any other provision of the MSA.
- e. Force Majeure.** Company will not be liable for any failure of performance or equipment due to causes beyond its reasonable control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of any governmental entity or agency, or any civil or military authority; national emergencies, insurrections, riots, terrorist attack or wars.



Service Level Agreement

The Service Level Agreement does not cover downtime caused either directly or indirectly by:

- 1) Any Customer action
- 2) Software configuration changes not made or approved by Electric Forge
- 3) Hardware configuration changes not made or approved by Electric Forge
- 4) Regular scheduled or emergency system maintenance
- 5) Failure of any components or services not managed by Electric Forge, including but not limited to hardware, network access, and third party vendor support
- 6) Failures due to denial of service attacks.

Co-location Services

Service Level	Non-compliance
Power will be available to Customer computer infrastructure 99.5% of the time.	Any failure
Daily data center temperature at designated cold aisles will meet or exceed the recommended limits set by ASHRAE TC9.9 for a class 1 data center (64.4°F to 80.6°F and will not exceed the standard by 30% (upper bound of standard) for more than 15 consecutive minutes) at the designated cold aisle. Electric Forge does not guarantee temperatures within Customer cabinet(s).	Any failure
Ambient humidity within the data center will continuously operate within ASHRAE TC9.9 standards for a class 1 data center of 19% RH to 70% RH at the designated cold aisle and will not exceed the standard by 30% (upper bound of standard) for more than 15 consecutive minutes. Electric Forge does not guarantee humidity within Customer cabinet(s).	Any failure

Data Center Network Services

Service Level	Non-compliance
Network availability	< 99.9% (43 minutes per month)
Packet loss between Electric Forge data centers*	>1%
Latency between Electric Forge data centers*	>75 ms

Platform Management and Operating System Management Services

Service Level	Non-Compliance
Operating system platform availability	< 99.5% (3.6 hours per month)
Management alert sent and ticket created within 1 business hour of service request	< 99.5% (3.6 hours per month)
Hardware/Software configuration files backed up upon configuration modification	Any failure

Server and Network Device Monitoring and Management Services

Service Level	Non-Compliance
Monitoring platform availability	< 99.5% (3.6 hours per month)
Monitoring alert sent and ticket created within 1 business hour of service fault	< 99.5% (3.6 hours per month)
Network device configuration files backed up upon configuration modification	Any failure



Data Protection Services

Service Level	Non-compliance
Data Protection Infrastructure Availability. Availability is defined as job controller, media agent proxy and storage platform able to receive and/or push data	< 99.9% (44 minutes per month)
Backup jobs will start within 4 hours of scheduled start time slot*	3 failures in a month
Restores initiated within 30 minutes of receiving the request	Any failure

Managed Security Services

Service Level	Non-compliance
Security Services Infrastructure Availability	< 99.9% (44 minutes per month)
IDS signatures and firewall software will be updated daily*	Any failure
Security incidents are addressed within 10 minutes of detection	Any failure

:: Company will provide a quarterly SLA compliance report upon request if the data or monitoring is not available on a real time basis for the Customer.

//Signature Page to follow//



MSA Authorizations, Notices and Signatures

Customer _____

Electric Forge

Name: _____

Name: _____

Title: _____

Title: _____

Sign: _____

Sign: _____

Date: _____

Date: _____

Notices

Notices

Email: _____

Email: _____

Phone: _____

Phone: _____

Address: _____

Address: _____



Exhibit A
List of Customer Equipment
Bill of Materials
