



YOUR COMPANY NAME

("CLIENT" OR "THE CLIENT")

Definitions.

Secure Shore Limited owns and operates the only Bahamian carrier-neutral Data Center, within the Bahamas Logistic Center, a state-of-the-art purpose-built Disaster Recovery Facility in New Providence.

Bahamas Logistic Center LTD. is the owner and managing entity of the entire facility which includes: TWO buildings entirely constructed in solid reinforced concrete, with fully redundant power infrastructures from different sources, multiple network connections, operational and backup offices, different sizes of vaults, private cages for server racks, dedicated data suites, multilayers security access features, monitoring and surveillance systems, 24/7 physical security.

The service level agreement (SLA) defines the guaranteed quality and performance of the service between **The Client** and Secure Shore Data Protection (hereafter 'Secure Shore') as part of the Bahamas Logistic Center, Disaster Recovery Facility.

This performance relates to server services within an agreed period and is part of the contract between **The Client** and Secure Shore (particulars of service at the end of this SLA).

This SLA presents the relevant contents of the agreed SLA and defines the service level parameters and warranties concerning recurring services provided by Secure Shore.

The service level parameters concerning recurring services are monitored within the agreed measuring period and reported to **The Client**.

Measuring period.

The measuring period for services and warranties is monthly (12x1 month) unless otherwise agreed and begins on the first day of the month following service.

Server service availability and service level.

Server services are a high availability service by definition as these structures are already monitored by comprehensive monitoring measures.

Secure Shore guarantees that the critical infrastructure systems, including power and HVAC, will be available 100% of the time in a given month, excluding scheduled or emergency maintenance. Upon experiencing downtime, Secure Shore will refund the customer 5% of the monthly fee for every 30 minutes of downtime (up to 100% of the customer's monthly fee for the affected Servers).

Critical infrastructure includes the functioning of all power and HVAC infrastructure including UPSs, PDUs, and cabling. Infrastructure downtime exists when a particular server is shut down due to power or heat problems and this is recorded in the Secure Shore support ticket system.

Infrastructure downtime is measured from the time the customer, or by Secure Shore for the customer, opens a Secure Shore's support ticket regarding server downtime to the time the problem is resolved and the server is powered back on. To receive a refund, send an email with a written refund request to secure@seureshore.cloud with details of all dates and times of server or network unavailability. Refund requests must be received within thirty days of the end of the month for which you are requesting a refund.

This SLA covers the following elements of the service:

- Cooling & Environmental
- Power Availability
- Network Availability
- Data Centre Security
- Support Response Times
- Proactive Hardware Monitoring (optional service).
- Hardware Guarantee & Replacement (optional service).

Cooling & Environmental

Secure Shore will provide environmental conditions suitable to run **The Client's** dedicated servers 24 hours a day, 7 days a week, 365 days of the year. These conditions include: Temperature: 18-22° C and Humidity: 30-60% RH

Both temperature and relative humidity values are averages from several measurements taken from environmental monitoring sensors. Secure Shore will monitor but is not required to report to customers on environmental conditions in the Data Centre.

Power Availability

Secure Shore will provide both A and B *clean power* supply to **The Client** 's dedicated server, fed from 2 independent and protected power systems, where dedicated servers come equipped with dual power supplies.

Secure Shore guarantees 100% power availability to the dedicated server from at least one of these systems at any time. A power failure is a loss of electrical power or a voltage fluctuation exceeding normal operational ranges in any part of the delivery system (mains power supply, on-site generator, UPS, power distribution units) which causes Customer's dedicated server to shut down.

Secure Shore will credit the client 5% of the monthly fee per hour of down time (up to 100% of client's monthly fee).

Network Availability

Secure Shore guarantees at least 99.99% network availability. Network availability is defined as the ability to pass incoming and outgoing TCP/IP traffic through the Secure Shore's network. Network availability does not include downtime caused by any factor(s) beyond the Secure Shore's control, including such factors as problems on domestic and international backbones or on ISPs's portion of the network, denial of service or similar attacks directed at the Secure Shore servers or the Secure Shore's network.

Physical Data Centre Security

Secure Shore will monitor the Data Centre facility 24 hours a day, 7 days a week, 365 days of the year. Only authorized Secure Shore IT and managing personnel will have access to the Data Centre. If contractors are required to carry out work in the Data Centre, Secure Shore will ensure these contractors are escorted at all times, either by an authorized Secure Shore employee or a security guard. The entire facility is monitored with video recording and access control is enforced on at least 3 levels.

Support Response Times

Secure Shore will respond to emergency server faults 24 hours a day, 7 days a week, 365 days of the year within 180 minutes, and with immediate response during standard support hours (Monday-Friday 7:30AM - 4:30PM EDT).

Emergency server faults include:

- Server Down / Hardware Failure
- Packet Loss
- Routing Issues

Emergency server faults cover hardware and networking issues only and do not cover operating system / software / applications or associated issues.

Secure Shore may reclassify any issues misclassified as falling into one of the emergency categories listed above, and such issues will not qualify for emergency treatment. All other support issues will be handled during Secure Shore's standard support.

Proactive Hardware Monitoring for Enterprise Servers (optional).

If requested, Secure Shore will proactively monitor the health of the server hardware by sending SNMP GET OID requests to the server's management interface.

The following hardware components of a server are monitored:

- CPU
- Motherboard
- Memory
- Hard Drives
- Fans
- Temperature

Proactive hardware monitoring is provided 24 hours a day, 7 days a week, 365 days of the year. In the event of failure, Secure Shore IT team will assess the severity of the fault. If the fault is deemed to be service impacting, the customer will be notified immediately before any work is performed and will be provided with an estimated resolution time (ERT). Non-service impacting faults will be addressed by the engineer at the time of the fault. Repair or replacement of hardware will be performed within 240 minutes as outlined below. Proactive hardware monitoring is only available upon request as optional for dedicated servers.

Hardware Guarantee & Replacement (optional).

Secure Shore will repair or remove and install reasonably comparable replacements if it determines, in its sole discretion, that the hardware is defective, at no cost to **The Client**. Hardware repair/replacement begins upon such determination and is guaranteed to be completed within 180 minutes.

The repair/replacement time refers only to the time required to physically repair or replace the failed hardware component(s) and does not apply to any time spent: (a) addressing data, operating systems, or other software or systems corrupted or destroyed by hardware failures; or (b) communicating with **The Client** regarding permissions or instructions.

In the event that it takes us more than 180 minutes to repair/replace faulty hardware within the limits defined above, Secure Shore will credit the client 5% of the monthly fee per additional hour of down time (up to 100% of client's monthly fee).

Secure Shore is not responsible for the restoration of data to server. If hardware failure is experienced and subsequent data loss occurs, The Client is ultimately responsible for data restoration. Secure Shore shall not be liable for loss of data under any circumstances.

Restrictions

Customers shall not receive any refunds under this SLA in connection with any failure or deficiency of dedicated server availability caused by or associated with:

- circumstances beyond Secure Shore's or Server Provider's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third-party services, failure of third party software (including, without limitation, eCommerce software, payment gateways, chat, statistics or free scripts);
- attacks by viruses or hackers, including Distributed Denial of Service (DDoS) attacks against Secure Shore's or Service Provider's network or against DNS or the domain registration system;
- scheduled maintenance and system upgrades, or emergency maintenance;
- any DNS or Domain Registry issues outside the direct control of Secure Shore including DNS and Registry propagation issues and expiration;
- customer's acts or omissions (or acts or omissions of others engaged or authorized by customer), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, etc), server or software administration by the customer, any negligence, willful misconduct, or use of the customer's account in breach of Secure Shore's Master Services Agreement or Acceptable Use Policy or other contract between Customer and Secure Shore;
- issues with 3rd party email systems, including refusal or rejection of email by 3rd party mail systems;
- delays in email delivery;
- delayed or inappropriately blocked email due to issues with Proofpoint Email Filtering (a.k.a. Secure Shore Premium Email Filtering);
- false SLA breaches reported as a result of outages or errors of any Secure Shore measurement system;
- outages elsewhere on the Internet that hinder access to your account. Secure Shore is not responsible for browser, DNS, or other caching that may make your web site or email appear inaccessible when others can still access it. Secure Shore will guarantee only those areas of the Internet considered under the control of Secure Shore: Secure Shore servers' links to the Internet, Secure Shore's routers, and Secure Shore's servers themselves.
- Scheduled maintenance and emergency maintenance and upgrades.

Service Level Agreement Particulars:

DEDICATED SERVERS' SPECIFICATIONS:

- 2x Intel 2.6Ghz 8-Core / 16 Thread CPUs | 192GB Memory
- 2x 300GB SAS (RAID1 - OS) + 4x 12TB (24TB RAID10 OR 36TB RAID5 - Storage)
- 2x 10GB SFP+ & 2x 1GB RJ-45 Network Card
- 20Mbps Multihomed Bandwidth
- Period: June 1st, 2023 - May 31st, 2024

*****NO OPERATING SYSTEM*****

MONTHLY RATE: \$1,200 + V.A.T.

FOR THE CLIENT

SIGNED: _____

NAME: _____

POSITION: _____

FOR SECURE SHORES:

SIGNED: _____

NAME: _____

POSITION: _____