

SERVICE LEVEL AGREEMENT

This Terms and Conditions is part of an aggregate series of agreements which, combined by reference, create one integrated contract (the "Agreement") between Uprite ("we," or "us," including "our," and "Uprite") and Client ("you," including "your," or "Client"). Each of Uprite and Client may also be referred to as a Party and collectively as the Parties.

For any Quotes, Quotations, Proposals, Statements of Work, Sales Orders or Service Order ("Service Order") agreements executed by you (individually and collectively, "Engagements"), this document and all the applicable documents listed in the tables immediately below ("Included Agreements") are legally integrated as if fully set forth as one Agreement.

Upon each Engagement renewal, this Agreement, but not the terms of any ongoing Engagement, will be superseded by the terms and conditions set forth in the then currently published version of the Agreement available online as of the date on which your services are renewed (the "Renewal Terms"). If you do not agree to the Renewal Terms, you may decline to renew your services.

The Aggregate Set of Agreements between Client and Uprite, the Included Agreements

Applicable Agreements Integrated into All Engagements	Available Online at
Master Services Agreement	https://www.uprite.com/MSA
Service Level Agreement ("SLA")	https://www.uprite.com/SLA
Services Catalog	https://www.uprite.com/SC
Terms and Conditions	https://www.uprite.com/TC
Standard Rates	https://www.uprite.com/rates
Security Standard	https://www.uprite.com/SS

Included Agreements Integrated into Specific Engagements, as Applicable	Available Online at

Guarantee and Service Level Agreement

Uprite is committed to delivering outstanding service and availability. The Uprite Guarantee is described in this document which defines the specific metrics used to measure and remedy any deficiencies.

General

Uprite reserves the right to revise, amend, or modify this Service Level Agreement at any time. In the absence of execution of a new agreement, such amendments or modifications will become effective 30 days following the date of notification via invoice as specified in the MSA regarding Additional Terms. Afterwards, your continued use of the Service will constitute acceptance of any such amendments or modifications.

Service Ticket Goals

Uprite commits to the following remote Service Level goals, based on issue priority/urgency, during Normal Business Hours. Add one hour to goals outside of Normal Business Hours. Note, while many systems are monitored for critical conditions, Client users must call for IT support outside of Normal Business Hours.

Priority/Urgency	Service Hours	Response (Triage) Goal	Resolution Goal
Critical	24x7x365	30 minutes	2 hours or less
High	24x7x365	1 hour	4 hours
Medium	Normal Business Hours	4 hours	3 days (27 hours)
Low	Normal Business Hours	4 hours	5 days (45 hours)

Service Tickets for Managed IT & Support

Guarantee

Help desk support services will respond to and resolve 100% of service tickets submitted. During any calendar month, help desk support services will meet the Service Ticket Response and Resolution Times 95% of the time (SLA Target). The remaining 5% is reserved for more complicated and/or complex issues that will exceed normal timelines to resolve; these issues will be resolved in no less than 30 days from submission.

Definition

Severity levels are defined by the gravity of each incident. Indicators and examples of priority / urgency are:

- Critical: Problems that prevent a client location or the entire organization from working. Emergency issues override all scheduled requests.
- High: Problems that affect a department or individual from working. High priority issues override all priority requests except Critical.
- Medium: Problems that affect the efficiency of an employee's work, but employee has a reasonable workaround or can continue working.
- Low: Problems with non-standard applications or requests for things that do not affect an individual's job function or productivity.

Measurement

Managed Services are measured by the percentage of tickets which meet the goal response or resolution times. Response time begins when Uprite receives a service ticket. Resolution time is defined as the amount of time from when the ticket was received until it is successfully resolved.

Remedy

If during any calendar month, Uprite fails to meet the SLA Target, then Client becomes entitled to a credit equal to one day of the Monthly Recurring Fee per percentage point missed below 95%. Such credit is Client's sole monetary remedy. Credits will be applied to Client's account upon Client's written request to Uprite made within thirty (30) days of the last day of the month in which the SLA failure occurred. Client will only receive a credit for any failure to meet the SLA so long as Client's entire undisputed account is current and in good standing at the time of the request. In no event will the total credits for any occurrence exceed Client's then current Monthly Recurring Fee for ITO.

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