

**Turvo, Inc.**

**Service Level Agreement**

Effective Date: April 1, 2021

**Monthly Uptime.** Turvo will at all times during the Term provide 99.9% Monthly Uptime for the Platform Services in each given calendar month, excluding any Exceptions that result in the Platform Services being Unavailable to Customer, as measured and monitored from Turvo's facilities (the "**Service Availability**"). "**Monthly Uptime**" shall be calculated on a monthly basis using the following formula: (Actual Availability *divided by* Total Scheduled Availability) *multiplied by* 100%.

The following definitions will apply with respect to the calculation of Monthly Uptime:

**"Actual Availability"** means Total Scheduled Availability minus Downtime.

**"Downtime"** means the total accumulated minutes when there is no connectivity between a Customer endpoint and Turvo Internet gateway, as measured and aggregated in 120-second intervals (a 120-second interval is marked as unavailable if all the Customer attempts to establish a connection to the Platform Services fail throughout the interval) or the Platform Services are unable to successfully process correctly formatted requests (collectively, "**Unavailable**" and/or "**Unavailability**"), the cause of which Unavailability is not attributable to any Exception.

**"Exception"** means any time, as measured and aggregated in 120-second intervals, that the Platform Services are Unavailable to Customer due to (1) Maintenance, and/or (2) matters outside Turvo's Span of Control.

**"Maintenance"** means any time, as measured and aggregated in 120-second intervals, that the Platform Services are Unavailable to Customer due to maintenance of the Platform Services, including for maintenance and upgrading of the software and hardware used by Turvo to provide the Platform Services. Maintenance includes scheduled maintenance and unscheduled, emergency maintenance. Maintenance in any given month will not exceed thirty (30) minutes per month. Any time during which the Platform Services are Unavailable to Customer due to Maintenance or other activity by Turvo for which Turvo fails to give notice, which exceeds the permitted time allotment, will be included in the calculation of Downtime.

**"Span of Control" means** those facilities, elements, internet connectivity, electrical power, services, equipment, software, and codebase that are owned or operated by, or are under the control of, Turvo. For purposes of clarification, matters outside Turvo's Span of Control include, but are not limited to:

- Third-party telecommunications issues
- Internet access service issues
- DNS and DOS attacks
- Customer and third-party hardware or software
- Acts or omissions of Customer or third parties
- Customer's use or misuse of Platform Services
- Fire, flood, hurricane, or other natural catastrophes
- Laws, rules, regulations or actions of governmental authorities having jurisdiction over the subject matter hereof
- National emergency

**“Total Scheduled Availability”** is the total accumulated minutes during a calendar month summed across all Internet facing Customer Platform endpoints, excluding any Unavailability attributable to any Exception.