

SILVER NETWORKS – HOSTED SERVICES TERMS OF SERVICE & SERVICE LEVEL AGREEMENT (SLA)

1) Overview

These Terms of Service (the "**TOS**") govern your use of Silver Networks' hosted services (the "**Services**"). By using the Services, the customer (the "**Customer**") agrees to be legally bound by this TOS.

This document also contains our Service Level Agreement ("**SLA**") and related remedies.

2) Definitions

- **Business Hours:** 08:00-16:00 Pacific Time (PT), Monday-Friday, excluding British Columbia statutory holidays.
 - **Downtime:** A continuous period of unavailability of a covered Service caused by Silver Networks' infrastructure where the Customer cannot access or use the Service, measured in whole minutes. Downtime begins at the earlier of (a) Silver Networks' detection; or (b) the time a valid support ticket is opened. Downtime ends when the Service is restored.
 - **Scheduled Maintenance:** A maintenance window announced at least **three (3) business days** in advance.
 - **Emergency Maintenance:** Unplanned maintenance Silver Networks, in its reasonable discretion, deems necessary to protect the infrastructure or Customer environments; notice may be same-day or shorter.
 - **Service Credit:** A percentage credit applied to the monthly recurring charge for the affected Service, as described in §10.
 - **Covered Services:** Unless otherwise stated in an order, covered Services include virtual machines/hypervisor compute, storage, and the network edge within Silver Networks' facilities. Third-party or Customer-managed services are excluded.
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3) Service Availability Commitment – 100%

Silver Networks commits to **100% Service Availability per calendar month** for the Covered Services.

3.1 Exclusions from Downtime

The following do **not** count as Downtime:

- (a) Scheduled Maintenance;
- (b) Emergency Maintenance;
- (c) issues caused by acts or omissions of the Customer or persons the Customer authorizes (including misconfiguration, software defects introduced by the Customer, or changes made without coordination);
- (d) failures of hardware, software, services, or connectivity not owned or managed by Silver Networks;
- (e) denial-of-service attacks or other malicious events directed at Silver Networks or the Customer;
- (f) force majeure events (including utility failures, natural disasters, civil disturbances, or governmental actions beyond reasonable control);
- (g) degraded performance during RAID rebuilds;
- (h) data restore windows and time required to recover from backups.

3.2 Measurement

Availability is calculated per Service on a calendar-month basis. Any qualifying Downtime is rounded to the nearest whole minute. Synthetic monitoring and ticketing/telemetry records are authoritative.

4) Support

Support for the Services is available during **Business Hours**. Requests outside Business Hours are best-effort and may be subject to after-hours service charges unless the Customer has an after-hours support add-on. Severity-based targets may be offered via a separate support plan.

5) Hardware Maintenance, Repair & Replacement

Silver Networks maintains hosting hardware in good, serviceable condition and will repair or replace components proactively or as needed, including (as applicable) motherboards, CPUs, RAM, storage, network cards, routers, switches, and cabling. Maintenance that may affect availability will be scheduled per \$2. Performance degradation during the rebuilding of RAID arrays is excluded from the SLA.

6) Fair Use Policy

Some Services operate on shared resources (e.g., virtualized compute/storage). To keep costs low for all Customers, resource use (CPU, disk I/O, bandwidth, etc.) is compared against fleet averages. Sustained materially higher usage (e.g., continuous 100% CPU or sustained high I/O over several days) may require Service changes or migration to a more suitable offering. Absent explicit metering, resources are not billed per unit but may be reviewed for sustained variance.

7) Software Licensing & Customer Responsibilities

Customer is solely responsible for software installed on its hosted systems that is not explicitly provided by Silver Networks. Customer must maintain valid licenses and comply with all EULAs (including any Microsoft SPLA usage). If Microsoft or another licensor determines the Customer's use is non-compliant, the Customer is responsible for all associated fees, penalties, and legal costs, and must promptly remediate licensing to the licensor's satisfaction. Silver Networks is not liable for Customer licensing shortfalls.

Customer must promptly report any change in SPLA-licensed software quantities used on the Services so the correct licensing can be applied prospectively.

8) Maintenance Windows

- **Scheduled Maintenance:** Announced ≥ 3 business days in advance, typically outside Business Hours.
 - **Emergency Maintenance:** May occur with short or same-day notice to protect infrastructure or Customer environments.
During maintenance windows the Services may be unavailable.
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9) Data Protection & Backups

While Silver Networks offers multiple backup and recovery options, **no backup service is included unless explicitly stated in the Customer's order**. Customers are strongly encouraged to adopt one or more available backup options to reduce risk. Silver Networks will exercise commercially reasonable efforts to prevent data loss; however, **data loss can still occur**, and time required to restore from backups is excluded from Downtime under §3.1(h).

- **Data Ownership:** The Customer remains the owner of its data at all times. Silver Networks will not intentionally access, inspect, copy, or disclose

Customer data except as necessary to provide the Services or as expressly authorized by the Customer or required by law.

- **Security Responsibilities:** Silver Networks secures the hosting infrastructure; the Customer is responsible for securing its applications, accounts, keys, and data within the environment.

10) Remedies – Service Credits

If the monthly 100% availability commitment is not met for a Covered Service, the Customer is eligible for a **Service Credit** as follows:

- **Credit Schedule:**
 - 5% of the monthly recurring charge for the affected Service for the first **30 minutes** of qualifying Downtime in a month; and
 - +5% for each additional **30-minute** increment (or part thereof), **capped at 50%** of that Service's monthly recurring charge for the month.
(Example: 46 minutes of qualifying Downtime → 10% credit.)
- **How to Claim:** Open a support ticket within **30 days** of the incident month, identify the affected Service, time frame, and impact. Silver Networks will validate against monitoring and ticket records.
- **Application:** Credits apply to future invoices for the same account and are not refunds or cash equivalents. Credits are not transferable, do not accrue interest, and are forfeited upon account closure. Only one credit applies per incident.
- **Eligibility:** Account must be in good standing (no overdue amounts). Credits do not apply to one-time charges, hardware, software purchases, or professional services.

This credit is the Customer's **exclusive remedy** for breach of the availability commitment in §3.

11) Additional Exclusions & Limitations

Customers are not entitled to credits for: (a) actions or omissions by the Customer or its users that directly or indirectly cause unavailability; (b) denial-of-service or other malicious events targeting Silver Networks or the Customer; (c) viruses or malicious code introduced by the Customer; (d) failures of non-Silver Networks hardware, software, or services; (e) recovery operations including data restores; or (f) circumstances described in §3.1.

Limitation of Liability. To the maximum extent permitted by law, Silver Networks' aggregate liability for any claim arising out of or relating to the Services in any month will not exceed the fees paid by the Customer for the affected Service(s) in the **three (3) months** preceding the event giving rise to liability. In no event will Silver Networks be liable for indirect, incidental, special, consequential, or punitive damages, or for loss of profits, revenue, goodwill, or data.

Disclaimer. Except for the explicit commitments in this TOS, the Services are provided "as is" and "as available."

12) Suspension & Termination

Silver Networks may suspend Services for (a) non-payment; (b) security risks; (c) violations of law or this TOS; or (d) to prevent harm to the infrastructure or other customers. Either party may terminate per the applicable order terms.

13) Changes to this TOS

Silver Networks may update this TOS from time to time. Material changes will be posted on the website and, where practical, communicated to the Customer. Continued use of the Services after the effective date constitutes acceptance of the updated TOS.

14) Governing Law

This TOS is governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The parties submit to the courts located in British Columbia.

15) Acknowledgment

By using any of Silver Networks' Services, the Customer acknowledges and agrees to this TOS, including the SLA and remedies described above.