



## EXHIBIT B – SERVICE LEVEL AGREEMENT

Our Service Level Agreement (“**SLA**”) governs the use of all products and services (collectively referred to as the “**Services**”) offered and provided to the Customer. This SLA outlines our commitment to Customer satisfaction, sets out the expectations that we will uphold when offering the Services to Customers, and is designed to assure the Customer of a high-quality Service and maximum uptime.

### DEFINITIONS

In this SLA, the following terms and acronyms shall have the meanings set out herein. All other capitalized terms used herein and not defined shall have the meanings ascribed to them in the Master Services Agreement.

“**Availability**” means the percentage of time that a specific Service is available during a specific month and shall be calculated as follows:

(Total minutes in the specific month - Total minutes of Service Incidents on a specific Service during the specific month)

“**CPE**” or “**Customer Premise Equipment**” is any associated equipment provided by HPC or HPC's connectivity partners, located at the Customer's premises and used to deliver HPC's connectivity Services. The HPC provided switch or router that connects to the Customer's LAN is the Terminating CPE and is the demarcation point of HPC's connectivity Services at the Customer's premises.

“**Emergency Maintenance**” means configuration changes, upgrades/downgrades, network maintenance or testing that are deemed critical to the stability of network, equipment and premises in order to provide Services to the Customer.

“**Fiber Access**” refers to the use of dedicated fiber-optic cable to provide connectivity Services to a Customer's premises.

“**LAN**” means the local area network on the Customer's premises.

“**MRC**” means the monthly recurring charge for the Services provided to the Customer.

“**MTTR**” or “**Mean Time to Repair**” refers to length of time required to resolve a Service Incident. MTTR calculations are based on the length of a Service Incident, as recorded by HPC's ticketing system. Because repairs require prompt access to equipment at Customers locations, MTTR calculations will not include time related to inclement weather, inability to gain access to a Customer's premises, third-party vendor service level agreements, maintenance or emergency restoration activity or crane & rigging requirements.

“**MTBSU**” means Mean Time between Status Updates

“**Maintenance Window**” means the hours (Customer's local time) to perform scheduled system maintenance, backup and upgrade functions for the equipment, platforms and systems.



HPC conducts routine maintenance on network, cloud and data center infrastructure, most of which do not require any downtime for Customers. Scheduled Maintenance is planned downtime to perform maintenance, backups, upgrades and updates to Hut8-HPC systems, equipment and infrastructure. All Scheduled Maintenance is performed during a Maintenance Window. HPC Maintenance Windows are service and location dependent:

<b>Product Type</b>	<b>Maintenance Window Hours</b>
Cloud and Colocation Platforms and Equipment	8pm to 5am local site time
Disaster Recovery and Backup Platforms	5am to 8pm local site time
Internet and networking services	8pm to 5am local site time

The "**Network Edge Device**" is the router, switch or device that delineates HPC's Core Network. For Internet Services, the closest Internet Gateway router that a Customer Service connects to will be the Network Edge Device. For Private Connectivity & Voice services, the closest MPLS PE Router that the Customer Service connects to will be Network Edge device.

“**NOC**” means Network and Support Operating Centre.

“**One-Way Latency**” means the average one-way delay between the HPC Network Edge Device and the Cloud or Co-Location demarcation point expressed in milliseconds.

“**Packet Loss**” means the average packet loss between the HPC Network Edge Device and the Cloud or Co-location demarcation point.

“**Permanent Resolution**” means the action(s) to prevent the reoccurrence of a problem or any underlying causes of a Service Incident. When the Permanent Resolution is implemented, the network is restored to the state it was in before the problem occurred.

“**Power Unavailability**” consists of the number of minutes that AC power was not available at the Customer's Colocation Space to the primary outlet and redundant outlet at the same time and excludes outages caused by Scheduled Maintenance, Emergency Maintenance, unavailability arising directly or indirectly from any Customer circuits or equipment, Customer's applications or equipment, acts or omissions of Customer, or any use or User of the Service authorized by Customer, or Force Majeure Event. Outages will be counted as Power Unavailability only if Customer opens a ticket requesting an SLA investigation with NOC within ten (10) days of the alleged outage.

A “**Service Incident**” occurs when a Customer reports to the HPC NOC that a Service is unavailable or is severely degraded to the point of being unusable, subject to exclusions as described below.

“**Service Credits**” are credits owing to the Customer based upon HPC Services not meeting specific Service Objectives during a month.

## **SERVICE INCIDENTS AND SERVICE CREDITS**

HPC Services are available 24 hours per day, 7 days per week, except during Scheduled and Emergency Maintenance periods.

## **REPORTING SERVICE INCIDENTS**



In the event of an incident that impacts a Customer's Service, the Customer should directly contact the HPC NOC. The HPC NOC is available 24 hours per day, 7 days per week, 365 days per year.

For Cloud or Colo services, Customers should contact the HPC NOC at **1-866-837-2462**.

When contacting the HPC NOC, the Customer may be asked to provide their name, their company's name, their department's name, the location of the incident a detailed description of the incident, and additional authentication measures. Please note that HPC will only accept incident calls from authorized Customer employees.

## **TRACKING SERVICE INCIDENTS**

Service Incidents are tracked and recorded by HPC's ticketing system. A Service Incident officially begins with the opening of a ticket in the HPC ticketing system (i.e., opening timestamp on the ticket). A Service Incident officially ends with the earlier of either the timestamp of the post showing resolution, or the timestamp of when the ticket was closed.

The length of a Service Incident is calculated from HPC's ticketing system: length of time between the timestamp of the ticket being opened to the timestamp of the ticket being resolved. The length of a Service Incident shall not include time related to (a) Scheduled or Emergency Maintenance, (b) interruptions resulting from any acts or omissions of the Customer, users or other third parties, (c) Service Incidents not reported by the Customer, or (d) interruption resulting from problems related to a Force Majeure Event or otherwise outside of HPC's control and responsibility, including, but not limited to, problems related to the Customer's LAN or other Customer networks, Customer's Equipment or any failure caused by power outages, problems in the Customer's location, denial of service attacks, or outages or problems occurring outside of the network.

**Scheduled Maintenance.** HPC conducts routine maintenance of our networks, premises and equipment, most of which do not require any downtime for Customers. Planned downtimes occur on a scheduled basis between the hours outlined as being appropriate to the service (Customer's local time, the "**Maintenance Window**"), to perform system maintenance, backup and upgrade functions, and on premises Equipment ("**Scheduled Maintenance**"). We will notify the Customer via email of any Scheduled Maintenance at least two (2) weeks prior to the Scheduled Maintenance. It is the Customer's responsibility to plan for a disruption to Services during a Maintenance Window and take necessary steps to ensure protection of their systems, data and operations.

HPC reserves the right to perform **Emergency Maintenance** as required.

Emergency Maintenance is corrective action required to resolve a severe failure or security issue in the HPC Network, Data Centers or operational infrastructure. HPC will employ all commercially reasonable measures to notify Customer in advance of any Emergency Maintenance. Emergency Maintenance may result in a Service Incident.

## **SERVICE CREDITS**

Service Credits are applied on a monthly, per service, per Customer basis. Customers may only request Service Credits based on Service Incidents that have been documented and recorded in HPC's ticketing system. All Service Credit requests must be made by sending a written request within sixty (60) days of the



end of the month that the Service Credits are being requested for. Service Credits shall be Customer’s sole and exclusive remedy in respect of any Service Incident.

Unless otherwise stated on the specific Service schedule, the total Service Credits for any Customer Service cannot exceed 100% of the fixed monthly charges for such Service during a specific month. Variable or usage-related charges related to the Service will not be included in the Service Credit calculation.

HPC’s Services are subject to the Service Objectives and Service Credits set out in the schedules below. In the event of a conflict in Service Objectives for a specific Customer Service, the Service Objectives with the more favorable Service Credits will be applied in the specific month.

### SCHEDULE A-1 Internet Connectivity Services<sup>2</sup>

Access Type	Service Level Agreement				<sup>1</sup> Service Credits	
	Availability	One-Way Latency	Packet Loss	MTTR		
HPC Internet	99.70%	Maximum 5ms within HPC’s network	99.7%	48 hours	<u>Availability</u> <99.7%	<u>Credit Payout</u> 15% of MRC

<sup>1</sup>Service Credits are applied on a per service, per month basis. Total Service Credits for a specific Service cannot exceed 100% of the Services fixed monthly charges during a specific month. Please note that variable or usage charges related to the Service will not be included in the Service Credit calculation - the Customer is still responsible for paying any variable or usage charges related to the Service during the specific month.

<sup>2</sup>To the edge of HPC’s network/Autonomous System. Connectivity problems on public internet do not qualify.

<sup>3</sup>Customers must use redundant ports to qualify

### SCHEDULE A-5 Colocation & Enterprise Bare Metal

HPC Data Centre	Service Level Agreement			<sup>1</sup> Service Credits	
	Internet Availability	Power Availability	MTTR		
Mississauga & Kelowna	100%	100%	2 hours	<u>Availability</u> <sup>3</sup> Internet <100% Power <100%	<u>Credit Payout</u> 1 Day MRC/hour of outage 1 Day MRC/hour of outage <sup>2</sup>

Vaughan & Vancouver	99.9%	99.9%	2 hours	<u>Availability</u> <sup>3</sup> Internet <99.9%  Power <100%	<u>Credit Payout</u> 1 Day MRC/hour of outage  1 Day MRC/hour of outage <sup>2</sup>
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<sup>1</sup>Service Credits are applied on a per service, per month basis. If a Service Incident simultaneously affects both Internet and Power Availability, only the more favourable Service Objective will be eligible for Service Credits. Total Service Credits for a specific Service cannot exceed 10% of the Customer's total monthly charges during a specific month. Please note that variable or usage charges related to the Service will not be included in the Service Credit calculation - the Customer is still responsible for paying any variable or usage charges related to the Service during the specific month.

<sup>2</sup>This Service Credit is only applicable when the Customer's equipment is utilizing dual power sources (i.e., Customer's equipment is plugged directly into both the A and B power strips). Unless otherwise provided in the Order Form or Master Services Agreement, or any amendments thereof, the Customer must not permit power consumption to exceed the power rating identified in such documents and all Equipment must be UL or CSA approved. Cabling used by Customer must meet national electrical and fire standards and any specifications set out by HPC.

<sup>3</sup>For Colocation Services, Internet and Power Availability Service Objectives include all HPC Data Center connectivity infrastructure, power infrastructure and cabling up to the ingress point into the Customer's cage or cabinet. All cabling, power infrastructure and connectivity infrastructure within the Customer's cage or cabinet is the responsibility of Customer. Any Service Incidents that arise as a result of cabling, power infrastructure or connectivity infrastructure issues within the Customer's cage or cabinet including overloading electrical breakers beyond 80% will be excluded from the respective Internet and Power Availability Service Credits. Utility/non-protected power services shall not qualify for power SLA.

### SCHEDULE A-6 Cloud Services

HPC Data Centre	Service Level Agreement			<sup>1</sup> Service Credits	
	Cloud Availability	Network Availability	MTTR		
Mississauga	99.99%	100%	4 hours	<u>Availability</u> Cloud <99.99%  Network <100%	<u>Credit Payout</u> 1 Day MRC/hour of outage  1 Day MRC/hour of outage
Kelowna	99.99%	100%	4 hours	<u>Availability</u> Cloud <99.99%  Network <100%	<u>Credit Payout</u> 1 Day MRC/hour of outage  1 Day MRC/hour of outage

<sup>1</sup>Service Credits are applied on a per service, per month basis. If a Service Incident simultaneously affects both Internet and Power Availability, only the more favourable Service Objective will be eligible for Service Credits. Total Service Credits for a specific Service cannot exceed 10% of the Customer's total monthly charges during a specific month. Please note that variable or usage charges related to the Service will not be included in the Service Credit calculation - the Customer is still responsible for paying any variable or usage charges related to the Service during the specific month.

<sup>2</sup>Network availability