

Service Schedule

ISVN Service Level Agreement (SLA)

Service Levels.

The “Service Level” commitments applicable to Cywest ISVN® Edge services are found below. Service Levels do not apply to third party or off-net services, or during periods of force majeure or Service Maintenance (“Excused Outages”). If Cywest Communications does not achieve a Service Level, a credit will be issued to Customer upon Customer’s request. Cywest’s maintenance log and trouble ticketing systems will be used for calculating any Service Level events. To request a credit, Customer must contact Cywest Communications or deliver a written request, by letter or electronic email, with sufficient detail necessary to identify the affected Service within 60 days at the end of the month in which the credit was earned. In no event will total credits issued to Customer per month exceed the non-recurring and Monthly Recurring Charges (MRC) for the affected Service for that month. Customer’s sole remedies for any outages, failures to deliver or defects in Service are contained in the Service Levels (if any) applicable to the affected Service.

The Latency Guarantee and Packet Delivery Guarantee apply to SDWAN Dedicated Internet Access (DIA) Customers only.

In the event that Cywest ISVN® Edge services become Unavailable (as hereafter defined) for reasons other than an Excused Outage, Customer will be entitled to a service credit off the MRC for the affected and specific Services based on the cumulative Unavailability of the Service in a given calendar month as set forth below. For purposes of these Service Levels, “E2E” means end to end, and includes the Cywest ISVN® Edge services plus any Off-Net Services, taken together; “Unavailable” means the inability of the Customer connection to Cywest ISVN® Edge network to pass traffic.

Any outages or Unavailable minutes to Cywest Edge Services as a result of Customer management errors or maintenance events will not qualify for service credits.

For Cywest Edge Serviceability:

| SLA Boundary | Cumulative Unavailability (in hrs:mins:secs) | Service Level Credit |
|-------------------------------|--|----------------------|
| Domestic US Only | 0:04:19 – 00:43:00 | 5% |
| Domestic US and International | 00:43:01 – 04:00:00 | 10% |
| | 04:00:01 – 12:00:00 | 30% |
| | 12:00:01 or greater | 50% |

For E2E Cywest Edge Serviceability:

| Cumulative Unavailability (in hrs:mins:secs) | Service Level Credit |
|--|----------------------|
| 00:00:01– 00:43:00 | No Credit |
| 0:43:01– 04:00:00 | 10% |
| 04:00:01 – 12:00:00 | 30% |
| 12:00:01+ | 50% |

Network Latency Guarantee

For SDWAN Dedicated Internet Access customers only, the monthly average Network Latency for packets carried over the Provisioned DIA Network between Backbone Hubs for the following regions is as specified below:

- Intra-North America: 45 milliseconds or less

- Intra-Europe: 35 milliseconds or less
- New York to London (Transatlantic): 85 milliseconds or less
- Los Angeles to Tokyo (Transpacific): 140 milliseconds or less

Network Latency (or Round trip time) is defined as the average time taken for an IP packet to make a round trip between Backbone Hubs within the regions specified above on the Cywest Provisioned DIA Networks. Cywest monitors aggregate latency within the Provisioned DIA Network by monitoring round-trip times between a sample of Backbone Hubs on an ongoing basis. After being notified by Customer of Network Latency in excess of the rates specified above, Cywest will use commercially reasonable efforts to determine the source of such excess Network Latency and to correct such problem to the extent that the source of the problem is part of Cywest’s Provisioned DIA Network. If Cywest fails to remedy such Network Latency within two (2) hours of being notified of any excess Network Latency and average Network Latency for the preceding 30 days has exceeded the rates specified above, Customer will receive, at Customer’s request, a Service Credit for the period from the time of notification by the Customer until the average Network Latency for the preceding 30 days is less than the rates specified above. Customer may obtain no more than one (1) month Service Credit for the Provisioned DIA Network Service affected for any given month.

Packet Delivery Guarantee

For SDWAN DIA customers only, the Provisioned DIA Network has an average monthly Packet Loss no greater than 0.1% (or successful delivery of 99.9% of packets). Packet Loss is defined as the percentage of packets that are dropped between Backbone Hubs on the Cywest Provisioned DIA Networks. Cywest monitors this aggregate packet loss on an ongoing basis, and compiles the collected data into a monthly average packet loss measurement for Cywest’s Provisioned DIA Network. After being notified by Customer of Packet Loss in excess of 0.1%, Cywest will use commercially reasonable efforts to determine the source of such excess Packet Loss and to correct such problem to the extent that the source of the problem is on the Cywest Provisioned DIA Network. If Cywest fails to remedy such excess Packet Loss within two (2) hours of being notified of any excess Packet Loss on the Provisioned DIA Network and average Packet Loss for the preceding 30 days exceeds 0.1%, Customer will receive, at Customer’s request, a Service Credit specific to the Provisioned DIA Network Services for the period from the time of notification by the Customer until the average Packet Loss for the preceding 30 days is less than 0.1%. Customer may obtain no more than one (1) month Service Credit for any given month to the specific Provisioned DIA Network charges.

Cywest Minute Response Time (MRT) Support:

These service levels are based on a per-incident, or per-ticket basis. Customer will be entitled to a service credit off of the Service Support Agreement, or the per-ticket charge, whichever is appropriate, as set forth below:

| Monthly Service Parameter | Time Measurement | Monthly Average of Tickets | Monthly or Ticket Service Level Credit |
|---------------------------------|------------------|----------------------------|--|
| Ticket Creation by Alert System | 0sec-10sec | 99% | 10% |
| Ticket Creation by Phone | 0sec-10sec | 99% | 10% |
| Ticket Assignment and Response | 15 minutes | 99% | 100% |

Additional Definitions

Cywest ISVN® Edge refers to the Cywest cloud infrastructure, supporting network components and facilities related to Cywest StrongBox, Cloud and Software Defined Network services.

Provisioned Dedicated Internet Access (DIA) refers to Cywest third party partner services that provide customers access to the public Internet and Cywest’s SDWAN Network.

Cywest SDWAN DIA Network refers to any SDWAN provisioned network that includes DIA circuits as the underlying connectivity for a virtual SDWAN network provisioned by Cywest.

Backbone Hub means a major network facility owned, operated, or controlled by Cywest communications partners which is directly connected to the Cywest SDWAN backbone network. In larger metropolitan markets containing more than one such

facility, one facility in that market will be designated as a Backbone Hub for the purpose of calculating the monthly average Network Latency and Packet Loss statistics.

Off-Net means any Cywest partner third-party services that directly connect to the Cywest Edge Network. This can include buildings that are directly connected to the Cywest SDWAN Network using other carriers' facilities and services to provide end-to-end connectivity between Cywest and its Customers.

On-Net means services that are controlled directly by Cywest, usually in reference to the Cywest ISVN[®] Edge infrastructure and underlying network systems.

Monthly Recurring Charge (MRC) means the fixed, recurring charge invoiced by CYwest to Customer on a monthly basis for the Service, exclusive of any variable charges based upon Customer usage.

Service Maintenance means any maintenance of the Cywest On-Net and Off-Net services Network that is performed during scheduled maintenance window. Customers will be notified via Email at least two (2) business days in advance of any scheduled maintenance that is likely to affect their service except in cases where Emergency Maintenance is necessary. In most cases, maintenance performed will not take the full configuration window, however, Cywest will inform Customer as to anticipated duration in the maintenance notification E-mail.

Emergency Maintenance means any maintenance that Cywest has, in its sole discretion, deemed necessary to be performed on an emergency basis. In most cases, Cywest will give Customer a minimum 12 hours notice of any maintenance to be performed due to emergency situations.

Service Credit means

- One (1) day Service Credit = 1/30th of Customer's Monthly Recurring Charges.
- One (1) week Service Credit = 7/30ths of Customer's Monthly Recurring Charges.
- One (1) month Service Credit = Full amount of Customer's Monthly Recurring Charges.

Service Credit Claim Process

In order to initiate a claim for Service Credit, Customer must contact Cywest via Cywest's Ticketsys Portal within seven (7) business days after the end of the month for which credit is requested. The Service Credit request must provide: (a) the Customer name and contact information; (b) the date and beginning/end time of the claimed outage or failed metric; and (c) a brief description of the characteristics of the claimed outage or failed metric. Customer will be notified via e-mail upon resolution of the request. If rejected, the notification will specify the basis for rejection. If approved, Cywest will issue Service Credit to Customer's account, appearing on the next invoice issued. Multiple Service Credits will not be given for the same period of time, i.e., failure to meet multiple criteria during a period of time generates only a single Service Credit. The total number of all Service Credits for all failures to meet Guarantees occurring in a given month may not exceed the total Monthly Recurring charge actually paid by Customer for Service during that month. Service Credits will be credited against a Customer's monthly payment for Monthly Recurring Charges and may not be received in the form of a refund

The Guarantees and Service Credits provided for in this SLA assume compliance by Customer with the terms and conditions of Cywest's Acceptable Use Policy (AUP) and Privacy Policy located and available on the Cywest website (www.cywest.com). Failure of Customer to comply with those terms and conditions may invalidate Cywest's guarantees provided herein. No credit is available for a Customer (a) that is blocking Cywest from monitoring Customer's premises router; (b) that does not provide the necessary access to personnel and facilities at the Customer's premises to enable Cywest to perform comprehensive troubleshooting; or (c) whose account is not in good financial standing with Cywest. Cywest is not liable for failure to fulfill its obligations hereunder if such failure is due to Customer's tampering with any equipment, or acts beyond Cywest's reasonable control, such as Force Majeure.