Nitel
Secure Access Services Edge Service Level Agreement

SERVICE LEVEL AGREEMENTS ("SLA"). This SLA sets forth the performance metrics applicable to Nitel's Secure Access Services Edge (SASE) Services as well as the terms and conditions governing the availability of Service Credits to Customer. SASE includes Software Defined Wide Area Network (SD-WAN) Service, Cloud Web Security (CWS), and Secure Remote Access (SRA) services. SLA metrics are effective as of the first day of the second month after initial installation of a Service. All SLA credits are subject to the terms and conditions included in this document.

<u>Components Included</u>

This SLA provides Customers of Nitel's SD-WAN Service with certain rights and remedies regarding the performance of the SD-WAN service and underlying components (i.e., Edge devices, Cloud Orchestrator and Cloud Gateways).

The SD-WAN Edge device is the hardware device, or virtual instance, that integrates multiple access connections into a single virtual network.

The Cloud Orchestrator is the central management tool that provides simplified configuration, provisioning, monitoring, fault management, logging, and reporting for the SD-WAN and CWS Services.

The Cloud Gateway refers to the geo-diverse, cloud-based platform that enables support of full-mesh VPN and optimization of application overlay traffic.

The Cloud Security Gateway refers to the geo-diverse, cloud gateways that support CWS and SRA services.

<u>Definitions</u>

<u>Availability</u>: is defined as the percentage of time over a calendar month that the service is able to transport data and is calculated as a monthly average at the individual site level. Availability is calculated as follows:

"Availability" = ([total minutes in a month – total Unavailable minutes] / total minutes in a month) x 100

<u>Monthly Recurring Charges (MRC)</u>: is defined as the monthly service fee for services applicable to the SLA miss. SD-WAN MRC includes monthly fees for SD-WAN edge hardware and maintenance, and management fees. Fees associated with Internet access and connectivity are excluded from this SLA.

Minimum Cloud Platform SLA Service Metrics

This section identifies the SLA metrics included in the SD-WAN Service for cloud-hosted elements of the SD-WAN solution:

Cloud Platform Availability:

Platform	Availability	SLA Credit
SD-WAN Orchestrator	100%	10% of SD-WAN MRC for Impacted Sites
SD-WAN Cloud Gateways	100%	

Minimum Edge SLA Service Metrics

This section identifies the SLA metrics included in the SD-WAN Service related to Edge devices deployed at Customer locations.

Individual Edge Availability: The Individual Edge Availability SLA is available assuming the following conditions:

a. High Availability - Customer has diverse connectivity (minimum 2 connections) from Nitel with diverse building entry points
b. Single Edge - Customer has single connectivity from Nitel with additional Customer-provided connectivity or all connections are provided by Nitel. The connections must have diverse building entry points

Deployment Type	Availability SLA Target	Actual Availability	Service Credit
SD-WAN High Availability Edge Devices Per Location	100%	100%	No SLA Credit
		99.99%-99.999%	5% of SD-WAN MRC
		99.5%-99.9%	10% of SD-WAN MRC
		99.0%-99.49%	15% of SD-WAN MRC
		<99.0%	25% of SD-WAN MRC
SD-WAN Single Edge Device Per Location	99.999%	99.999%-100%	No SLA Credit
		99.99%-99.998%	3% of SD-WAN MRC
		99.5%-99.98%	5% of SD-WAN MRC
		99.0%-99.49%	10% of SD-WAN MRC
		<99.0%	15% of SD-WAN MRC

Minimum Cloud Web Security (CWS) Service Metrics

This section identifies the SLA metrics included in the SD-WAN Service related to CWS enabled through Cloud Security Gateways.

      CWS Availability: If the CWS availability during any calendar month is not met, as defined by the system is unable to process requests, Nitel will provide a Service Credit in accordance with the table below:

Uptime Percentage	Service Credit
<99.99% but > 99.90%	10% of CWS MRC per User or Site experiencing Request Processing Downtime
<99.90% but > 99.00%	20% of CWS MRC per User or Site experiencing Request Processing Downtime
<99.00%	30% of CWS MRC per User or Site experiencing Request Processing Downtime

Minimum Secure Remote Access (SRA) Service Metrics

This section identifies the SLA metrics included in the SD-WAN Service related to SRA enabled through Cloud Security Gateways.

      SRA Availability: Unavailability is defined by Customer administrators and users are unable to login to SRA with their correct credentials for at least one minute due to Cloud Security Gateway unavailability. If the SRA availability during any calendar month is not met, Nitel will provide a Service Credit in accordance with the table below:

Uptime Percentage	Service Credit
<99.90% but > 99.00%	10% of SRA MRC per User experiencing Access Login Downtime
<99.00% but > 98.00%	20% of SRA MRC per User experiencing Access Login Downtime
<98.00%	30% of SRA MRC per User experiencing Access Login Downtime

Remedies

General: The provisions of this SLA set forth Customer's sole and exclusive remedy for Service interruptions. Subject to the following terms and conditions, Customer will be eligible to receive a Service Credit for any such interruptions. Customer must request a Service Credit within fifteen (15) days of the end of the calendar month associated with the SLA credit request. The Service Credit request must include the following information to be eligible for consideration:

- Customer Name
- Customer Account Number
- Location(s) impacted
- Service(s) impacted
- Trouble ticket number
- Detailed description of the reason for requesting SLA credit

Customer should direct the request to the Nitel Billing Department at billing@nitelusa.com.

Upon review and validation of the request by Nitel, a Service Credit will be applied to Customer's next bill cycle for the impacted service(s). In no event shall Service Credits exceed the MRC associated with the impacted Service(s). If a single issue causes two or more SLA categories to fall short of targets, Customer will only be eligible to receive Service Credit for failure to meet a single metric. In this instance, the Service Credit will be calculated based on the highest Service Credit associated with a single SLA metric.

SLA Exclusions: Nitel shall not be liable for any Service Credits attributable to any of the following exclusions:

- Force Majeure events and other circumstances beyond Nitel's reasonable control
- Failure of equipment, power, services or systems not provided by Nitel
- Customer delay and/or failure to provide sufficient information associated with the issue
- Customer's failure to engage with Nitel support to resolve issues in a timely manner
- Service issues caused by configuration changes made or requested by Customer
- Service issues related to customer-provided equipment
- Absence of trouble ticket associated with service issue in question
- Planned and emergency maintenance activities
- Service outages where only a single access connection is utilized (hardware is excluded from the SLA for non-HA deployments)
- Service outages where all access connections utilized the same building point of entry and/or facilities
- Service outages caused by planned maintenance. Nitel will perform Normal Maintenance (or nonemergency maintenance) on during the maintenance hours (windows) set forth below. "Normal Maintenance" refers to: (a) upgrades of hardware or software; (b) upgrades to increase capacity; or (c) other pre-scheduled network activity that may degrade the quality of the Service or cause Service interruptions. Nitel will use commercially reasonable efforts to perform all Normal Maintenance between the hours of 12:00 midnight and 6:00 AM Local Time. "Local Time" refers to the time of day in the time zone in which an affected Service is located; provided, however, that if

affected Services are located in multiple time zones, Local Time shall refer to the U.S. Eastern Time zone.

- Service outages caused by emergency maintenance. "Emergency Maintenance" refers to efforts to correct Nitel Network conditions, requiring immediate attention. The performance of Emergency Maintenance may degrade the quality of Services and may result in total disruption of Service. Nitel may undertake Emergency Maintenance at any time that it deems necessary in its sole discretion. Nitel shall provide Customer notice of Emergency Maintenance as soon as is reasonably practicable under the circumstances.