



MANAGED NETWORK SERVICE (“MNS” OR “SERVICE”) SERVICE LEVEL AGREEMENT (“SLA”)

This SLA applies to Managed Network Services (“MNS”) ordered by Customer pursuant to a Master Managed Services Description (“MMSD”) between Customer and NetWolves Network Services, LLC (“NetWolves”). Capitalized terms not defined in this SLA are defined in the MMSD. This SLA provides Customer’s sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for Service.

1. Definitions.

“ICMP” means the Internet Control Message Protocol and is the protocol used to “ping” a monitored NUM to verify if it is alive.

“Network Incident” means NUM and network performance issues that are recognized by the NC² as being potentially harmful to Customer’s network.

“SLO” means service level objective. An SLO differs from an SLA in that it does not provide for remedies.

“SNMP” means Simple Network Management Protocol and is the primary protocol used for monitoring and extracting NUM health information for use of management and reporting.

“UDP” means User Datagram Protocol and is the underlying protocol used by SNMP to monitor NUM health.

“NC²” means the NetWolves Network Command and Control.

“RMAC” means Review, Move, Add, Change.

“NMS” means Network Management Systems

“NODE DOWN” means to NUM under management is no longer responding to MNS

“NUM” means Node/Nodes under management

2. SLA Effective Date.

This SLA becomes effective when the deployment process has been completed, the NUM has been set to “live”, and support and management of the NUM has been successfully transitioned to the NC². The SLA remedies are available provided Customer meets its obligations as defined in this SLA.

3. SLA.

The SLA described below comprises the measured metrics for delivery of the Service. Unless explicitly stated below, no additional SLAs of any kind will apply to Services delivered under this SLA. This SLA only applies in cases where the incident is not the result of circuit or CPE failures, as those incidents will be covered by their respective SLAs. The sole remedies for failure to meet the SLA are specified in the below section entitled “SLA Remedies”.

3.1. NC² Availability Commitments

The NC² is staffed 24 x 7 x 365 days a year, subject to the Emergency, NMS Maintenance and SLA Exclusions and Stipulations section that prevent staffing or uptime of the NC².



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3.2. Incident Identification SLA.

NetWolves will classify all incidents by severity based on event data received by the NC². The following definitions apply to all incidents.

Urgent - Site is down, no connectivity, failover was unsuccessful or NetWolves declares an emergency.

High - Site is functioning in a degraded state or has failed to back-up circuit and business has limited impact.

Moderate - Site is functioning in a degraded state but still operational (i.e. slowness/packet loss/circuit bounce and restored in under 2 min.), or operating with one circuit in a bond inoperable (i.e. bonded T1, bonded broadband).

3.3. Incident Response SLA (applies to all service levels).

3.3.1. Network Monitoring and Reporting Services.

NetWolves NC² will respond to incident alerts as identified by the NetWolves Monitoring System (SRM²-S) for Urgent and High severity incidents by generating a NetWolves trouble ticket within 15 minutes of receiving an (“NODE DOWN”) alert and notify the Customer’s designated incident contact by email. In addition, NetWolves will contact the Customer’s designated incident contact by email for Urgent and High severity incidents within 60 minutes of ticket generation. Customer’s designated incident contact will be notified of ticket generation by email for Moderate severity incidents and RMAC requests within 120 minutes. NetWolves will update tickets for all incidents based on the below Severity Matrix. Incidents will be posted to the NetWolves Ticket System near real time upon identification. Operational activities related to incidents and responses are documented and time-stamped within the NetWolves trouble ticketing system, which will be used as the sole authoritative information source for purposes of this SLA.

Table: NC² Severity Matrix

	Ethernet, T1, T3, and VSat	Managed Broadband	Non-Managed Broadband and all Non-T1 Voice Services
Urgent Site is down, no connectivity, fail over was unsuccessful or NetWolves declares emergency.	Updates Every: 4 Hours	Updates Every: 8 Hours	Updates Every: 12 Hours
High Site is functioning in a degraded state or has failed to back-up circuit and business is moderately impacted.	Updates Every: 8 Hours	Updates Every: 12 Hours	Updates Every: 24 Hours
Moderate Site is functioning in a degraded state but still operational.	Updates Every: 12 Hours	Updates Every: 24 Hours	Updates Every: 48 Hours



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3.4. Customer service request SLA.

3.4.1. NetWolves will provide the (“RMAC”) service events to Customer based on the following material baselines. The baselines will be measured on a weighted average across the install base of the in scope NUMs of the Statement of Work.

3.4.2. The following table lists the target execution times for RMAC events. Note: target criteria for execution time is a target that 95% of all monthly RMAC requests will be satisfied in the stated execution time.

Table: RMAC for Network NUMs

<i>RMAC event</i>	<i>Execution Time</i>
Resource assigned	2 Business Days
Ticket Closure	20 Business Days



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SLA Remedies.

4.1. A credit is calculated as: credit = 1 x daily prorated MRC.

4.2. A credit will be issued to Customer as the sole remedy for failure to meet any of the SLAs described in the section entitled "SLA" during a given calendar month. Customer may obtain no more than one credit for each SLA per incident per NUM managed by NetWolves, not to exceed a total of 100% of the MRC for a given NUM in a calendar month. Customer SLA credits cannot exceed \$2,500 in a calendar month.

5. Scheduled and Emergency Portal Maintenance.

5.1. Scheduled maintenance will mean any maintenance of which Customer is notified at least five days in advance.

5.2. Scheduled maintenance that is performed during the standard weekly maintenance window on Thursday's 11:00 PM to 6:00 AM Eastern Time.

5.3. Notice of scheduled maintenance will be provided to the designated Customer contact.

5.4. No statement in the section entitled SLA will prevent NetWolves from conducting emergency maintenance on an "as needed" basis. During such emergency maintenance, the affected Customer's primary point of contact will receive notification within 30 minutes of the initialization of the emergency maintenance and within 30 minutes of the completion of the emergency maintenance.

6. SLA Exclusions and Stipulations

6.1. Customer Contact Information.

Multiple SLAs require NetWolves to provide notification to the designated Customer contact after certain events occur. In the case of such an event, Customer is solely responsible for providing NetWolves with accurate and current contact information for the designated contact(s). NetWolves will be relieved of its obligations under this SLA if Customer contact information is out of date or inaccurate due to Customer action or omission.

6.2. Customer Network/Server Change Notifications.

Customer is responsible for providing NetWolves advance notice regarding any network or server changes to the firewall environment. In the event advance notice cannot be provided, Customer is required to provide NetWolves with notification of changes within seven business days of said network or server changes. If Customer fails to notify NetWolves as stated above, all SLA remedies directly related to Customers failure to provide such notifications are considered null and void.

6.3. Maximum Penalties/Remedies Payable to Customer.

The total SLA credits (called "remedies") provided by NetWolves for network NUM described in the sections entitled "SLA" and "SLA Remedies" above, will not exceed the MRCs for one calendar month.



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6.4. Network Traffic Applicable to SLAs.

Certain SLAs focus on the prevention, identification and escalation of security incidents. These SLAs assume that traffic has successfully reached the firewall and therefore the firewall has the ability to process the traffic against the installed policy and generate a logged event. Traffic that does not pass through a firewall, or that does not generate a logged event, is not covered under these SLAs.

6.5. SLA Compliance and Reporting.

SLA compliance and the associated remedies are based on fully functional network environments, Internet, and circuit connectivity, firewalls, and properly configured servers. If SLA compliance failure is caused solely by CPE hardware or software (including any and all software agents), all SLA remedies are considered null and void. NetWolves will provide compliance reporting to Customer upon request.

6.6. Testing of Monitoring and Response Capabilities.

Customer may test NetWolves monitoring and response capabilities by staging simulated or actual reconnaissance activity, system or network attacks, and or system compromises. These activities may be initiated directly by Customer or by a contracted third party with no advance notice to NetWolves. SLAs will not apply during the period of such staged activities, and remedies will not apply if the associated SLA(s) are not met.

6.7. Interruptions or Times of Service Degradation.

In addition to other exclusions stated in this SLA, the commitments outlined in the SLA section will not apply in the event Service is unavailable or impaired due to any of the following:

6.7.1. Negligence, Error or Customer Caused.

Interruptions or times of Service degradation caused by the negligence, error, or omission of the Customer or others authorized by Customer to use or modify the Customer’s service; to include changes made with read/write access to a NetWolves supplied portal.

6.7.2. No Access Service, Service Termination.

Interruptions or times of Service degradation during any period in which NetWolves or its agents are not afforded access to the premises where the access lines associated with the Customer’s Service are terminated or where the Customer’s CPE resides, provided such access is reasonably necessary to prevent a degradation or restore Service.

6.7.3. Customer Elects Not to Release Service.

Interruptions or times of Service degradation during any period when Customer elects not to release the Service(s) for testing and or repair and continues to use it on an impaired basis.

6.7.4. CPE Failure Not Covered

Interruptions or times of Service degradation due to failure of CPE components not covered by MNS.



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6.7.5. Failure of Customer Supplied Wiring.

If required for Service, interruptions or times of Service degradation due to failure of inside wiring components supplied by Customer.

6.7.6. Customer Use in Unauthorized/Unlawful Manner.

Interruptions or times of Service degradation resulting from Customer’s use of the Service in an unauthorized or unlawful manner.

6.7.7. Other Vendor Disconnect.

Interruptions or times of Service degradation resulting from any other vendor disconnecting their service.

6.7.8. Breach of Terms.

Interruptions or times of Service degradation resulting from a NetWolves disconnect for the Customer’s breach of a term set forth in the Agreement pursuant to which NetWolves is providing the Service to the Customer or NetWolves is providing local access service to Customer.

6.7.9. Incorrect, Incomplete, Inaccurate Information from Customer.

Interruptions or times of Service degradation resulting from incorrect, incomplete, or inaccurate information from Customer, including without limitation, the Customer’s over-subscription of ports or selection of insufficient committed information rate, or over utilization of CPE resources.

6.7.10. Customer Requested Improper, Inaccurate, or Special Network Specifications.

Interruptions or times of Service degradation due to improper, inaccurate, or special network specifications requested by Customer that are not included in NetWolves’ standard specifications of the Service and or NetWolves’ contract with Customer and or NetWolves’ internal operational processes.

6.7.11 Unable to Reach Customer Contact Post Restoration of Service.

Interruptions or times of Service degradation occurring after NetWolves reasonably believes it has restored a particular Service and is unable to contact the person designated by Customer as being the person to contact in the event of an interruption or degradation of the Service and restoration of a Service.

6.7.12 Unavailable Bandwidth due to Overcapacity.

SNMP polling is not available as a result of the Customer running at 100% capacity.

6.7.13 Loss of ICMP Packet.

The underlying protocol of ICMP SNMP is UDP. UDP is connectionless and therefore unreliable for retransmission. When an SNMP packet is sent from the end NUM, if there is a network outage, congestion, or the packet is somehow lost it will not be retransmitted by the end NUM.



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6.7.14 Unable to Reach Customer Contact During Power Outage.

If NetWolves loses monitoring connectivity to the managed NUM, and there is no Customer contact to identify a power outage, this down time will not be included in SLA calculations. If NetWolves dispatches a technician and finds a no power situation, then the outage is considered a false callout scenario with associated charges.

6.7.15 Customer Configurations.

If Customer makes its own configuration changes to its NUM causing network outages and or issues.

6.7.16 Force Majeure.

Force Majeure events as defined in the Agreement.

6.7.17 Vendor Handling Time.

Handling time for NetWolves or underlying vendor.

6.7.18 Incomplete/Incorrect Service Order.

SLA install time does not apply if a Service order is incomplete or if Customer provides incorrect information for a Service Order.

7. SLOs.

The following non-binding objectives for the provision of certain features of the Service include;

- The SLOs become effective when the deployment process has been completed.
- The NUM has been set to “live”.
- The support and management of the NUM have been successfully transitioned to the NC².

NetWolves reserves the right to modify these SLOs with 30 days prior written notice.

7.1. Service Portal.

NetWolves will provide a 99.9% accessibility objective for the Service portal outside of the times detailed in the section entitled “Scheduled and Emergency Portal Maintenance”.

7.2. Internet Emergency.

In the event NetWolves declares a network emergency, it is NetWolves’ objective to notify Customer’s specified points of contact via e-mail within 15 minutes of emergency declaration. Situation briefings following the onset of a network emergency will supersede any requirements for NetWolves to provide Customer-specific escalations for events directly related to the declared network emergency. Standard escalation practices will resume upon conclusion of the stated Internet emergency.



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8. Claims Process.

It is Customer's responsibility to identify, request and document all valid SLA claims and corresponding Service Credits. To be eligible for Service Credits, Customer must first report service availability, delay, or delivery events to NetWolves through standard trouble reporting/ticket mechanism. NetWolves will notify Customer of its resolution of the reported event. Customer must request any applicable service credits by the 15th day of the month following the month in which the reported incident was resolved. NetWolves will use reasonable commercial efforts to verify Customer's request within forty-five (45) days of a complete and properly submitted credit request, and will apply any applicable Service Credits, as determined at NetWolves' sole discretion, to Customer's invoice issued on the first day of the month following NetWolves' forty-five (45) day review.

Customer may not, under any circumstances, submit Service Credit requests beyond the timeframes specified above; NetWolves will not accept late Service Credit requests.

Customer requests for Service Credits must be submitted to care@netwolves.com in the form reasonably designated by NetWolves. Customer must submit a separate credit request for each incident for which Customer makes a claim. NetWolves will reject any credit requests that do not provide sufficient supporting information to allow NetWolves to verify the claim.

NetWolves does not guarantee that provision of the information will be sufficient to allow NetWolves to verify the request. NetWolves will inform Customer of Service Credit requests that it rejects for insufficient information, and Customer will be allowed to resubmit such requests with additional supporting information within fifteen (15) days of NetWolves' notification of its rejection of the credit request. After Customer resubmits the Service Credit request with the additional supporting information, the standard verification and crediting timelines (outlined above) will apply.

NetWolves reserves the right to modify the format for submission of and information required for SLA Service Credit requests with thirty (30) day notice to Customer.

Customer must be current in all of its NetWolves invoice payments to be eligible for any credits and may not withhold payments based on SLA Service Credit requests. NetWolves may, at its reasonable discretion and without notice, limit or eliminate Customer's eligibility and ability to submit SLA credit requests if (a) Customer fails to pay the undisputed portion of any NetWolves invoice, or (b) in NetWolves' sole determination, NetWolves determines that Customer has:

Failed on one or more occasions to comply with the Service Credit request policies and requirements described herein; submitted an excessive number of rejected SLA Service Credit requests; or used or attempted to use the SLA Service Credit process in a frivolous, abusive, or fraudulent manner.

NetWolves will restore Customer's ability to submit SLA Service Credit requests once Customer (i) has paid all amounts owed NetWolves (in case of failure to pay outstanding invoices), or (ii) in all other cases, provides to NetWolves assurances sufficient for NetWolves to determine Customer has cured the conduct that initiated Customer's ineligibility to participate in the SLA.

9. Other Terms and Conditions.

NetWolves reserves the right to modify the terms of the SLAs at any time by providing a minimum of 30 days prior notice via the Service portal or e-mail. Should such modification reduce the scope or level of the Service (for example, eliminating a previously provided Service or lengthening the security incident response time), such change will not apply to Customer until the end of the Customer's then-current Service Term unless Customer agrees to such modification in writing.