



SERVICE LEVEL AGREEMENT ("SLA")

General. As used in this SLA, Vector Intelligent Solution, LLC, d/b/a Vector Security Networks, is referred to as "Company" and customer receiving Company's services ("Services") is referred to as "Customer". This SLA is entered into in connection with the master services agreement or similar commercial agreement ("Agreement") between the Company and Customer. Capitalized terms used, but not defined, in this SLA shall have the respective meanings assigned to them in the Agreement. Company shall provide the Services in a manner which meets or exceeds the service levels in the different SLA metrics (each, a "Service Level"). In the event Company fails to meet or exceed any of the Service Levels (each failure a "Service Level Default"), Customer shall receive the applicable service credit described in the applicable "Remedy" column or paragraph of this SLA, subject to the terms set forth in this SLA. Customer is responsible for requesting an SLA measurement from Company and the measurement period shall be equal to 1 calendar quarter. Once an SLA measurement is taken, that measurement period shall be excluded from any future measurement requests. The average measurement of the SLA metric, during the SLA measurement period, will be used by Company to determine, in its reasonable discretion, if Service Level Default(s) have occurred. Standing requests for SLA measurements will be considered on an individual case basis, must be documented in Agreement, and may carry additional fees. The look back period is limited to the prior six (6) months from the date of Customer's request.

SLA Number	SLA Metric Name
1	WAN Availability
2	Mean-Time-to-Repair (MTTR)
3	Circuit Provisioning
4	Non-Carrier Professional Service General Achievement
5	Non-Carrier Professional Service Hard-time Arrival Achievement
6	Managed Warehouse Service (MWS) CPE & Technician Arrival Time
7	Warranties
8	NOC Responsiveness
9	Change Management
10	Enabler Certification
11	Chronic Enablers
12	New Sites

In the event of a Service Level Default, Customer shall submit an SLA credit request in writing to Company within 45 days of the first of the month following the metric-specific look back period. This written SLA credit request must be submitted by the Customer to receive applicable credit consideration; any requests submitted outside of this 45 day time period will be rejected. Credit requests should be submitted in Microsoft Excel format and should contain the Company Order number, Customer site number, the date(s) of alleged Service Level Default, the SLA credit amount requested, and an explanation of the alleged Service Level Default. All SLA credit requests shall be in writing and emailed to vsnbilling@vectorsecurity.com. Customer acknowledges that Company has advised to allow up to 30 business days to receive confirmation of credit amounts or other response from Company. In the event Company provides the requested credit amount to Customer, the total of the credit amounts will be applied to the Customer's invoice for the following billable period. Notwithstanding anything to the contrary in the Agreement or this SLA, the SLA credits detailed herein are Customer's sole remedy and Company's sole obligation for a Service Level Default.

1. WAN Availability

- a. Definition – Based on the TruManage MNS level, and using ICMP/ping in conjunction with Company’s ticketing system, “WAN Availability” is defined as the measurement of uptime over a calendar quarter during which the Company-provided and Company-certified services are available to transport IP packets.

TMG Level	Single Enabler	Dual, Carrier-diverse, Enablers
Re-Active	N/A	N/A
Pro-Active Lite	ICMP/ping to one (1) publically routable IP address (non RFC 1918 IP address) or dynamic DNS hostname, on either the WAN or LAN interface(s) of the monitored CPE.	ICMP/ping to one (1) publically routable IP address (non RFC 1918 IP address) or dynamic DNS hostname, on either the WAN or LAN interface(s) of the monitored CPE.
Base	ICMP/ping to one (1) privately reachable IP address (RFC 1918 IP address) or dynamic DNS hostname, on the WAN or LAN interface(s) of the monitored CPE. <i>Requires private IP path from Company’s NOC network to monitored CPE.</i>	ICMP/ping to one (1) privately reachable IP address (RFC 1918 IP address) or dynamic DNS hostname, on the WAN or LAN interface(s) of the monitored CPE. <i>Requires private IP path from Company’s NOC network to monitored CPE.</i>
TDM	ICMP/ping to one (1) privately reachable IP address (RFC 1918 IP address) or dynamic DNS hostname, on the WAN or LAN interface(s) of the monitored CPE. <i>Requires private IP path from Company’s NOC network to monitored CPE.</i>	ICMP/ping to one (1) privately reachable IP address (RFC 1918 IP address) or dynamic DNS hostname, on the WAN or LAN interface(s) of the monitored CPE. <i>Requires private IP path from Company’s NOC network to monitored CPE.</i>

- b. SLA Commitments

	Primary Only	Primary + Secondary
T1 SLA	99.90%	99.95%
ETHERNET SLA	99.90%	99.95%
4G SLA	99.90%	99.95%
FIBER SLA	99.00%	99.95%
CABLE SLA	99.00%	99.95%
3G SLA	99.00%	99.95%
DSL SLA	97.00%	99.95%

- c. Assumptions to qualify for Remedy
 - i. A site without a ticket generated on it is assumed to have 100% availability at that time.
 - ii. ICMP/ping is supported by the monitored CPE. This may require Customer to allow ICMP/ping requests to be replied to from a Customer-owned CPE.
 - iii. Availability SLA applies to the following TruManage Service Levels only: Network Monitoring, Network Management, and Enhanced Network Management.
 - iv. Company provides and certifies the Primary Enabler. See SLA Metric 10 regarding definition of Certification.
 - v. Company provides and certifies the Secondary Enabler. See SLA Metric 10 regarding definition of Certification.

- vi. Secondary enabler cannot standalone. If Customer is using a non-Company-provided service for Primary Enabler, this SLA is not applicable to that site.
 - vii. Sites with Customer-provided Primary Enablers such as shared-line ADSL leveraging Customer-provided POTS/PSTN and Bring-your-own-Bandwidth (BYOB) do not qualify for this SLA metric.
 - viii. For sites with dual Primary configurations, the Primary 2 is considered Secondary with respect to this SLA metric.
 - ix. Carrier diversity is required to be eligible to consider Secondary Enabler in this SLA metric.
 - x. Availability pertains to site availability only, as it pertains to the enabler connections and does not include the CPE Availability. WAN non-availability caused by CPE failure will be excluded from all Service Level Default calculations for this SLA metric.
 - xi. The period of unavailability begins once a Company Trouble Ticket has been opened.
 - xii. The period of unavailability ends once Company can ping the monitored interface again.
- d. Service Level Default and Remedy
- i. Availability is measured using ICMP from Company network operating center (“NOC”) monitoring tools to the monitored interface.
 - ii. At the conclusion of the requested measurement period analysis, in the event of a Service Level Default, Customer will receive a credit equal to the total monthly recurring charges (“MRCs”) for the non-compliant site for the measurement period, multiplied by 10%.
 - iii. Example:

A site has a Cable Primary Enabler and a 4G Secondary Enabler. The site has a Service Level Default during its requested measurement period. The site’s total MRC during the measurement period is \$450 (\$150 MRC * 3 Months). The credit is calculated using this equation:

$$(\$150 * 3) * 0.10 = \$45.00$$

2. Mean Time to Restore (MTTR)

- a. Definition – Average time, measured in hours, required to restore from an Outage a Company-provided service over a calendar quarter. An “Outage” is defined as the inability to transport IP packets over a Company-provided and Company-certified service to the appropriate monitored interface.
- b. SLA Commitment

T1 SLA	ETHERNET SLA	4G SLA	FIBER SLA	CABLE SLA	3G SLA	DSL SLA	Remedy %
4 hours	8 hours	24 hours	8 hours	16 hours	24 hours	16 hours	5.00%

- c. Assumptions to qualify for Remedy
 - i. Availability SLA only applies to the following TruManage Service Levels: Network Monitoring, Network Management, and Enhanced Network Management.
 - ii. Company provides and certifies the Enabler.
 - iii. Sites with Customer-provided Primary Enablers such as shared-line ADSL leveraging Customer-provided POTS/PSTN and Bring-your-own-Bandwidth (BYOB) do not qualify for this MTTR SLA.
 - iv. Customer-related delays including, but not limited to, delays waiting for Power & Equipment (P&E) verification, ticket updating, will be excluded from the MTTR calculation.
 - v. The outage begins once a Company Trouble Ticket has been opened.
 - vi. The outage ends once the Company Trouble Ticket has been closed, or Company can verify that IP packet transport has been restored to the monitored interface.
- d. Service Level Default and Remedy
 - i. At the conclusion of the requested measurement period the credit shall be equal to the MRC of the bundle that contains the violating Enabler, multiplied by the Remedy percentage, as identified

above. Non-Managed services, CPE Rentals and SaaS charges, which some or all may be included in the bundle, are excluded from the bundle MRC for Service Level Default calculations.

ii. Example:

During the Customer-requested measurement period, the following TTRs were recorded:

Ticket 1	Ticket 2	Ticket 3	Ticket 4	Ticket 5	MTTR	SLA Met
24.00	24.00	36.00	72.00	72.00	45.60	No

The credit is calculated this way for those tickets that violated the SLA:

BDL 1 MRC - \$190.00
 BDL 2 MRC - \$115.00
 BDL 3 MRC - \$115.00
 BDL 4 MRC - \$115.00
 BDL 5 MRC - \$190.00
 SUBTOTAL - \$725.00
 X 0.05
 Credit = \$36.25

3. Circuit Provisioning

- a. Definition – Average time required for an ISP to install the Enabler at the Customer site’s main point of entry (MPOE).
- b. SLA Commitment and Remedy

	T1 (IXC) SLA	T1 (CLEC) SLA	ETHERNET SLA	4G SLA	FIBER SLA	CABLE SLA	3G SLA	DSL SLA	Remedy \$
US Interval	120 calendar days	45 calendar days	45 calendar days	14 calendar days	45 calendar days	21 calendar days	14 calendar days	21 calendar days	Credit of 50% of the Carrier Installation Fee
Outside US Interval	120 calendar days	120 calendar days	60 calendar days	21 calendar days	60 calendar days	45 calendar days	21 calendar days	45 calendar days	Credit of 50% of the Carrier Installation Fee

- c. Assumptions to qualify for Remedy
 - i. The Circuit Provisioning SLA does not apply to Bring-your-own-Bandwidth (BYOB) or Bill-on-Behalf-of (BoBo) enabler orders. BoBo shall refer to enabler orders placed with ISP, by Company, but Customer shall be the official Customer of Record with the ISP. BoBo orders shall be billed by Company to Customer in the same manner as a non-BoBo order.
 - ii. Cable service has had its site survey completed prior to order placement.
 - iii. Company is not obligated to report on the status of the Circuit Provisioning within a set timeframe as carriers close out their work orders in non-committed timeframes. However, Company will record the completion date of the carrier installation as the actual completion date, even if the job is not closed until after the completion date.

- iv. Any Customer-caused delays including, but not limited to no access, delayed access, or technician turn-aways, void this SLA for the location in question.
- d. Service Level Default and Remedy
 - i. For every Customer-submitted claim of Service Level Default that is determined by Company, in its reasonable discretion, to be accurate, Customer shall receive a credit equal to 50% of the carrier installation fee.
 - ii. Example:

The DSL provisioning for a submitted claim proves to have completed in 22 calendar days. The carrier installation fee charged to Customer for this site, on the Enabler in question, was \$150. Customer would receive a credit of \$75.

4. Non-Carrier Professional Service General Achievement

- a. Definition – the measurement of non-carrier technician arrival rates.
- b. SLA Commitment and Remedy

Advanced Scheduling Notice				
	14 calendar days SLA	7 calendar days SLA	<7 calendar days SLA	Remedy
Same Day Cancel Rate	5.0%	7.5%	10.0%	10% of the Scheduled Job Rate
Tech No-Show Rate	3.0%	5.0%	7.5%	20% of the Scheduled Job Rate

- c. Assumptions to qualify for Remedy
 - i. This only applies to non-carrier technician arrivals for Company professional MNS/Enabler installations and Certifications only.
 - ii. Force Majeure Events are excluded from this SLA metric.
- d. Service Level Default and Remedy
 - i. Customer shall receive a credit equal to the remedy percentage rate, multiplied by the cost of the violating job.
 - ii. Example:

During the measurement period, there were 15 no-shows and 4 same day cancellations. Assuming each applicable Service Request had a Customer labor price of \$250, the calculation would be as follows:

$$\text{Credit} = (15 * (\$250 * 0.10)) + (4 * (\$250 * 0.20)) = \$575$$

5. Non-Carrier Professional Service Hard-time Arrival Achievement

- a. Definition - The measurement of non-carrier technician hard-arrival rates.
- b. SLA Commitment and Remedy

Advanced Scheduling Notice				
	14 calendar days SLA	7 calendar days SLA	<7 calendar days SLA	Remedy

Hard-Time Arrival Window	01:00-06:00	95%	90.0%	80%	Credit = 50% of the Job Service Request Price
	07:00-09:00	85%	80%	75%	Credit = 50% of the Job Service Request Price
	10:00-16:00	95%	90%	85%	Credit = 50% of the Job Service Request Price
	17:00-19:00	85%	80%	75%	Credit = 50% of the Job Service Request Price
	20:00-24:00	95%	90%	85%	Credit = 50% of the Job Service Request Price

- c. Assumptions to qualify for Remedy
 - i. Only applies to hard-time arrivals that are requested by Customer and accepted by Company.
 - ii. 15-minute grace-period at the start of each requested hard arrival time.
 - iii. Overtime charges are excluded from the credit.
 - iv. This only applies to non-carrier technician arrivals for Company professional MNS/Enabler installations and Certifications only.
 - v. Force Majeure Events are excluded from this SLA metric.
 - vi. Jobs scheduled to require more than eight (8) hours and/or multiple trips to complete are excluded from this SLA metric.
- d. Service Level Default and Remedy
 - i. Following an SLA measurement, for Service Level Default, Customer shall receive a credit equal to 50% of the Customer job labor price for all violating jobs, of the same type, during the measurement period.
 - ii. Example:

During the Customer-requested measurement period, there were 3 missed 08:00 hard-arrival times out of 10 08:00 hard-arrival times requested (70% success rate) with 14 calendar days' notice. Assuming each job performed for a Customer labor price of \$500, the credit is calculated as follows:

$$\text{Credit} = (\$500 * 50\%)*3 \text{ jobs} = \$750.00$$

6. Managed Warehouse Service (MWS) CPE & Technician Arrival Time

- a. Definition – Tracking the success rate of both the technician and the CPE arriving at Customer premises during the committed time interval.
- b. SLA Commitment and Remedy

MWS Service Level	SLA Commitment	Remedy
Next Business Day	90.0%	50% of the trouble-ticket dispatch charge

Next Business Day + Saturday	90.0%	50% of the trouble-ticket dispatch charge
7 Days	90.0%	50% of the trouble-ticket dispatch charge

- c. Assumptions to qualify for Remedy
 - i. Freight cutoff is 2pm for non-couriered deliveries.
 - ii. Courier service will only be used on Sundays
 - iii. Time spent waiting for next available freight window to start shall be subtracted from any Service Level Default measurements.
 - iv. The MWS Service Level period begins once the Company NOC determines that the MWS-covered CPE needs to be replaced.
 - v. Customer is responsible for maintaining spare part levels defined in the Partnership Success Guide; failure to do so negates this SLA Commitment.
- d. Service Level Default and Remedy
 - i. Following an SLA measurement, for Service Level Default, Customer shall receive a credit equal to 50% of the trouble ticket labor charges.
 - ii. Example:

During the Customer-requested measurement period, 3 Next Business Day SLA commitments were missed, out of 16 requests. This means that an 81.25% success rate, compared to an SLA of 90.0%. So for the 3 Service Level Defaults, assuming the trouble-ticket dispatch charge was \$600, Customer will receive a credit that is calculated as follows:

$$\text{Credit} = (\$600 * 3) * 0.50 = \$900$$

7. Warranties

- a. Remediation of Company-procured CPE and labor warranty violations.
- b. SLA Commitment and Remedy

Type	SLA Commitment	Remedy
Carrier CPE	Carrier-specific	N/A
Third Party CPE	12 Months from day title of CPE passes to Customer (Purchased); 12 Months from installation at Customer site (Rented)	Replacement parts and labor at no charge to Customer
Carrier labor	None	N/A
Third Party, non-Carrier Integration Labor	Free from defects for 3 calendar months following the job completed date.	No-cost dispatch and re-performance of work

- c. Assumptions to qualify for Remedy

- i. On CPE, the title of the CPE in question passes to Customer for third-party CPE, upon arrival of the CPE at either the Company warehouse, or the Customer site, whichever comes first.
 - d. Remedy
 - i. See Remedy identified above.

8. NOC Responsiveness

- a. Definition – The remediation commitment of key NOC deliverables.
- b. SLA Commitment and Remedy

Event	SLA Commitment	Remedy
Ticket Generation	In 98% of cases, Company NOC will generate a ticket, within 5 minutes following 5 consecutive minutes of no replies from NOC-initiated ICMP requests to the managed device.	For each Service Level Default that fails to comply with the SLA column, Customer will receive the difference between the commitment contained in the SLA column and actual performance that resulted in the Service Level Default, multiplied by a credit of \$7.50. If the Service Level Default occurs in any 3 consecutive months, credit increases to \$15.00 for the applicable offending period
Technician Ticket Assignment	In 98% of cases, a Company NOC technician will be assigned to a Ticket within 15 minutes of Ticket Generation.	For each Service Level Default above the SLA, Customer will receive a credit equal to \$7.50.
Ticket Updating	In 98% of cases, a Company NOC technician will update a Ticket within 15 minutes of Ticket Generation.	For each Service Level Default that fails to comply with the SLA column, Customer will receive the difference between the commitment contained in the SLA column and actual performance that resulted in the Service Level Default, multiplied by a credit of \$7.50. If the Service Level Default occurs in any 3 consecutive months, credit increases to \$15.00 for the applicable offending period

- c. Assumptions to qualify for Remedy
 - i. NOC Responsiveness SLAs, as identified above, only applies to the following TruManage Service Levels: Network Monitoring, Network Management, and Enhanced Network Management.
 - ii. Company provides the Primary Enabler.
 - d. Service Level Default and Remedy
 - i. Following an SLA measurement, for Service Level Defaults, Customer shall receive a credit equal to the Remedy identified above.
 - ii. The Remedy is capped at \$1,000 per SLA measurement period.
 - iii. Example:

The SLA measurement showed that during the measurement period, Company opened tickets within the SLA only 92% of the time, which constituted a Service Level Default. Assuming there are 139 tickets generated, the SLA would provide that 128 of the tickets should have met the SLA. In this case, the credit is calculated as follows:

$$\text{Credit} = (139 * 0.08) * \$7.50 = \$83.40$$

9. Change Management

- a. Definition – remediation commitment on managed CPE Changes.
- b. SLA Commitment and Remedy

Change Type	SLA Commitment	Remedy
Emergency	72 hours	\$75 for every site that does not have the Change applied to it within the applicable SLA Commitment due solely to Company’s negligence.
Critical	1 calendar week	\$50 for every site that does not have the Change applied to it within the applicable SLA Commitment due to Company’s negligence.
Standard	2 calendar weeks	\$25 for every site that does not have the Change applied to it within the applicable SLA Commitment due to Company’s negligence.

- c. Assumptions to qualify for Remedy
 - i. Customer shall conform to Company’s change control process (“Change Control Process”), including the use of and conformance with Company’s standard Customer Change Request Form required by Company. Failure by Customer to conform to such Change Control Process shall result in a forfeit by Customer of the identified Remedy.
 - ii. The SLA Commitment shall not include any time taken by Customer that further delays the Change to approve the Change.
 - iii. Any Change request must be submitted by Customer through the approved Change Control Process regardless of Change Type.
 - iv. The SLA period begins after a successful testing/proof-of-concept of the Change, which is signed off on by Customer.
 - v. The SLA Commitment shall not include any time that elapses as a result of (i) Customer-caused delay of the Change; or, (ii) waiting on further Customer action.
 - vi. Change dictates the speed by which the Change request flows through the Change Control Process. Customer is to use reasonable discretion in identifying the Change Type.
 - vii. Changes must be scriptable and able to be applied in bulk via Company NOC tools.
 - viii. Customer chooses, and communicates to Company, the Change Type at time of Change request origination.
 - ix. Applies to the following TruManage Service Level only: Total Device Management (TDM), Total Security Management (TSM), Enhanced Network Management (ENM).
 - x. The SLA period begins upon creation of a Change Request Ticket, by Customer, in the TruManage Portal.
 - xi. Remedy is capped at \$2,500 per measurement period.

- d. Service Level Default and Remedy
 - i. Customer shall receive a credit equal to the Remedy identified above for each Service Level Default.
 - ii. Example:

Following an SLA measurement, it is determined that Company did not apply a Critical change to 50 of 1000 Customer sites within the applicable SLA timeframe. The credit would be calculated as follows:

$$50 * \$50.00 = \$2,500$$

10. Enabler Certification

- a. Definition – Commitments related to Company-certified Enablers.
- b. SLA Commitment and Remedy
 - i. Company will only accept Enablers that meet the SLA during the Company Certification process.

	Download Throughput	Upload Throughput	Latency (Standard)	Packet-Loss (Standard)	Latency (Large File)	Packet-Loss (Large File)	Latency (Streaming Video)	Packet-Loss (Streaming Video)	Certification Expiration
CERTIFIED ENABLER	≥ 80.00% of Provisioned Speed	≥ 80.00% of Provisioned Speed	≤ 100ms	≤ 02.00%	≤ 100ms	≤ 02.00%	≤ 100ms	≤ 02.00%	30 Calendar Days
UN-CERTIFIED ENABLER	Best Effort	Best Effort	Best Effort	Best Effort	Best Effort	Best Effort	Best Effort	Best Effort	N/A

- c. Assumptions to qualify for Remedy
 - i. Customer buys Certification services from Company.
 - ii. Only enablers where Customer has ordered Certification services shall be applicable to this SLA metric.
 - iii. Download Throughput is measured using www.speedtest.net, or similar.
 - iv. Upload Throughput is measured using www.speedtest.net, or similar.
 - v. Latency is drawn from results of a continuous ping from the enabler modem to at least one of the following: www.google.com, www.cnn.com, www.speedtest.com, or similar.
 - vi. Packet-Loss is drawn from results of a continuous ping from the enabler modem to at least one of the following: www.google.com, www.cnn.com, www.speedtest.com, or similar.
- d. Service Level Default and Remedy
 - i. Company will not accept Certified Enablers that fail to meet the above metrics during the enabler Certification process.

11. Chronic Enablers

	Chronic Period	Chronic Threshold	Chronic Replacement Cost
CERTIFIED ENABLER	30 consecutive days	3 occurrences	Change in MRC Only
UN-CERTIFIED ENABLER	60 consecutive days	6 occurrences	Change in MRC & OTC required to replace Enabler

- a. Definition – Commitment related to identification, handling and costs associated with a Chronic Enabler.
- b. Key
 - i. Chronic Threshold = Minimum number of closed trouble tickets in the Threshold Period, with the same network-related RFO, that will result in the Enabler being dubbed Chronic.
 - ii. RFO = Reason for Outage that Company NOC classifies a trouble ticket with upon ticket closure.
- c. SLA Commitment and Remedy
- d. Remedy – See Chronic Replacement Cost as identified above.

12. New Site SLA

- a. Definition – Company’s commitment on completing Network Connectivity, as defined below, for a Customer New Site, as defined below.
- b. SLA Commitment and Remedy

	Advanced Scheduling Notice			
	60 calendar days SLA	45 calendar days SLA	30 calendar days SLA	<30 calendar days SLA
Credit Due	\$ 1,000.00	\$ 500.00	\$ 250.00	NONE

- c. Assumptions to qualify for Remedy
 - i. The SLA period begins the day after Company receives an order acceptance receipt from the carrier. Any change in the order requiring a re-submission will restart the SLA period as the new Advanced Scheduling Notice date.
 - ii. The New Sites SLA does not apply to Bring-your-own-Bandwidth (BYOB) or Bill-on-Behalf-of (BoBo) enabler orders.
 - iii. Cable service has had its site survey completed prior to order placement.
 - iv. Any issues related to the Customer’s site address, which is requested to be serviced by Company, or access to said site or construction schedule changes negate this SLA.
 - v. “New Site” is defined as a site that is being built for a grand opening. This includes remodels and renovations, as well as ground-up construction.
 - vi. “Network Connectivity” shall mean that the Site has working broadband connectivity. Network connectivity shall not mean that the full scope, as defined in the Agreement, is delivered.

- d. Service Level Default and Remedy
See Credit Due as identified above.