

# Service Level Agreement (SLA) – SD-WAN

## SERVICE LEVEL AGREEMENT AIRESPRING SOFTWARE DEFINED WIDE AREA NETWORK (SD-WAN)

This Service Level Agreement (“SLA”) is effective as of the first day of the second month after initial installation of AireSpring SD-WAN (the Service). This SLA sets forth the provisions and commitments relating to the Service quality between AireSpring and Customer. The provisions of this SLA state Customer’s sole and exclusive remedies for Service interruptions or Service deficiencies as defined in this agreement. This SLA applies only to the Service (and the underlying network components of the AireSpring SD-WAN Network used solely for the purpose of providing the Service) and does not modify or affect any other SLAs provided by AireSpring (if any) for telecommunications or information services purchased by Customer pursuant to other service exhibits or agreements. This SLA does not apply to MPLS, Internet, Wireless, Voice, Security or any other services that are supplied in conjunction with or exclusive of the SD-WAN Service.

### **Definitions:**

The AireSpring SD-WAN Network includes all equipment (which is not located at the customer premise) including the Orchestrator, Gateways, routers, switches and fiber as well as any other facilities that are owned by AireSpring or other providers specifically designated by AireSpring for the Service.

The SD-WAN Port is the Customer’s access port on the AireSpring SD-WAN Gateway.

### **Overall Commitment**

AireSpring will use reasonable efforts under the circumstances to maintain its overall SD-WAN Service quality. AireSpring is committed to providing reliable, high-quality SD-WAN Service. As one indicator of AireSpring’s Service commitment, AireSpring provides SLAs covering this Service.

### **Network Availability**

The availability of the Service (“Network Availability”) is measured by “Network Downtime” or “Network Outage” which exists when a particular SD-WAN Port is unable to transmit and receive data due to an AireSpring SD-WAN Network outage for more than forty-four (44) consecutive minutes. Network Downtime is measured from the time a trouble ticket is opened by AireSpring in the AireSpring NOC Trouble Ticketing System to the time the Affected Service is again able to transmit and receive data. The AireSpring SD-WAN Network shall be available to Customer free of Network Outages for 99.99 % of the time. If the Network availability guarantee is not met in a calendar month, Customer will receive a credit equal to one thirtieth (1/30th) of

the affected Service's SD-WAN monthly recurring charge ("MRC") for each full hour of outage in excess of the 99.99% guaranteed under this SLA, at a maximum of 1 such credit accrued per day. Two or more interruptions of forty-four (44) consecutive minutes or more during any one 24-hour period shall be considered as one interruption. In order to qualify for the credit, Customer is responsible for reporting any suspected network availability problems to AireSpring within twenty-four hours from the time Customer became aware of the problem through the opening of a Trouble Ticket in AireSpring's NOC Trouble Ticketing System.

### **Credits**

Customer shall be eligible for a credit during any calendar month per the procedures set forth in this SLA if Customer experiences performance that does not meet the applicable metric set forth in this SLA and is reported by Customer to AireSpring and confirmed by AireSpring's measurements. AireSpring will issue the Eligible Customer a Service Credit provided that the Customer submits in writing, addressed to the Parties at the address or fax number below with all necessary supporting documentation within five (5) business days of the confirmed Goal failure to meet the specific SLA metric/s. For calculating credit allowances, every month is considered to have thirty (30) days. "Affected Service" means the SD-WAN Port that fails to meet the applicable Goal. A credit allowance is applied on a pro-rata basis against the monthly recurring charges for SD-WAN of the affected service in which the requisite Goal failure occurred. No credits will be available for any usage-base Service or the usage-based portion of any Service. AireSpring will apply any Service Credits against future payments and will not entitle customer to a refund. Credits do not survive the end of the contract. Service Credits may not be transferred or applied to any other account.

Credit requests must be made in writing to AireSpring:

**By Mail to:**

AireSpring, Inc.  
Attn: Customer Relations  
  
7800 Woodley Avenue  
Van Nuys CA 91406

**By Fax to:**

AireSpring, Inc.  
Attn: Customer Relations  
  
1-866-410-3684

### **Credit Maximums**

Unless otherwise expressly allowed, SLA failures are not aggregated for purposes of determining a credit allowance. The credits will apply to the SD-WAN MRCs of the Affected Service after application of all discounts and do not apply to MRCs of other services, nor to circuit loop or port MRC's of the Affected Service. The maximum credits issued for failure to meet any one SLA or combination of SLA's within a 24-hour period will not exceed one thirtieth (1/30th) of the affected Service's SD-WAN monthly recurring charge ("MRC"). The maximum SLA credits available in any one (1) calendar month will not exceed seven (7) days' charges pro-rated from the SD-WAN MRCs of the Affected Service. In no event will the total credit, in the

aggregate for all credits issued in one (1) month, exceed the equivalent of 50% of the relevant SD-WAN MRCs for the Affected Service. Cumulative Credits in any one (1) month must exceed \$25.00 to be processed. If Customer fails to notify AireSpring in the manner set forth above with respect to the applicable SLA credits, Customer will have waived its right to any SLA credits for that month. Total credits under this SLA are limited to the SD-WAN MRCs for the affected Service for the monthly billing period in which the Service does not meet one or more of the above guarantees/goals. The combined cumulative total of Service Credits issued during a Contract Year under these SLAs will not exceed 20% of an Eligible Customer's total SD-WAN MRCs invoiced during the Contract Year.

### **Credit Exceptions**

Credits will not be issued where the SLA is not met as a result of:

- (a) The acts or omissions of Customer, its employees, contractors or agents or its end users.
- (b) The failure or malfunction of Customer Premise Equipment, applications, wiring beyond the Minimum Point of Entry (MPOE) or systems, whether owned, installed or controlled by AireSpring or Customer, including the failure or malfunction of Customer Premise Equipment or systems as a result of a power surge or loss of power originating from Customer provided electric power.
- (c) Force Majeure Events, as defined in customer's service agreement.
- (d) Normal Maintenance, Urgent Maintenance, or Service alteration or implementation.
- (e) The unavailability of required Customer personnel, including as a result of failure to provide AireSpring with accurate, current contact information.
- (f) AireSpring's lack of access to the Customer premises where reasonably required.
- (g) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis.
- (h) AireSpring's termination of Service for Cause or Customer's use of Service in an unauthorized or unlawful manner.
- (i) Improper or inaccurate network specifications provided by Customer.
- (j) Customer's failure to materially comply with its obligations as defined in customer's service agreement for SD-WAN Service, including failure to pay valid past-due amounts; order suspensions due to customer's credit worthiness.
- (k) The failure or malfunction of any on-premise components, including but not limited to AireSpring supplied SD-WAN Edge Devices, Edge Routers, Edge Switches, etc., which this SLA specifically excludes.

### **Credit Deductions**

Any Credits issued by AireSpring as a result of goals not being met on this SLA will be reduced/adjusted as a result of:

- (a) Time attributed to customer's delay in responding to AireSpring's requests for assistance to address or investigate the issue on the Service.
- (b) Time attributed for implementation delays caused by customers delay in providing required technical/operational specifications or info.

(c) If AireSpring responds to a service call initiated by the Customer, and AireSpring reasonably determines that the cause of the problem is (i) not due to AireSpring's SD-WAN Network; or (ii) on the Customer's side/responsibility, Customer must compensate AireSpring for the service call at AireSpring's then prevailing Time and Materials rates.

**Amendments**

AireSpring reserves the right to amend the SLA from time to time effective upon the posting of revised SLA metrics to the customer.