

1. SERVICE LEVEL AGREEMENT

- 1.1. This Service Level Agreement (“SLA”) governs the use of MSx Services (also referred to herein as “Service(s)”) under the terms of the Master Service Agreement (the “Agreement”), between Customer and TPx Communications (“TPx”) and is subject to all the terms and conditions of the Agreement. TPx may update, amend, modify or supplement this SLA from time to time. The terms and conditions of this SLA are applicable to MSx Services only, and “Service” or “MSx Services” as used in this SLA refers to the products as outlined in Section 8 below.
- 1.2. Manufacturer Support Contracts for Customer-Provided Equipment When the Customer is providing its own equipment, Customer is responsible for maintaining an active and valid manufacturer support contract for all equipment under MSx support. Should the equipment be out of manufacturer support contract coverage, MSx support may not be able to assist in troubleshooting the equipment with Customer or underlying hardware vendor. Unsupported equipment will not be eligible for return merchandise authorization (“RMA”). SLAs do not apply when equipment does not have an active and valid manufacturer support contract.
 - 1.2.1. Hardware RMA is Best effort and is subject to vendor RMA policies and shipping availability. TPx strives for next morning replacement.
- 1.3. Any service using end of life equipment as defined by the manufacturer is not subject to any SLAs.
- 1.4. Technical support and incident response services that fall outside the normal service will be billed at TPx’s standard time-and-material (“T&M”) rates.

2. SERVICE INTERRUPTION, IMPAIRMENT, CREDIT CLAIM PROCEDURE AND LIMITATIONS

- 2.1. TPx service is defined as having been interrupted or impaired when it falls below the performance specifications of this SLA due to failure of the TPx Core network, equipment, facility component(s), or personnel process and procedures used to provide service under this SLA. An interruption or impairment period begins when the Customer reports an inoperative service to TPx, or when TPx notifies the customer of such interruption or impairment and the service is made available by the customer to TPx for testing and repair. The interruption ends when the service is operative.
- 2.2. The customer must initiate the service credit claim within thirty (30) business days after the end of the calendar month in which the event occurred. TPx will take all measures it deems appropriate to investigate reported failures. In no event shall the combined credits for the guarantees listed above, separately or combined with any other service credit claims against TPx, exceed in any month the total Monthly Recurring Charge (“MRC”) owed by the customer for the affected service(s). No more than one service credit allowance shall be provided to a customer for an outage or interruption in service from a single or the same occurrence.
- 2.3. TPx will not provide any credit allowance for service interruptions or impairments that are:
 - 2.3.1. Caused by the negligence of the Customer or any Third Party not associated with TPx.
 - 2.3.2. Due to the failure of communications and network services, equipment, local access or systems provided by the Customer or any Third Party not under TPx Managed Services above.
 - 2.3.3. During any period in which TPx requires physical access to the device under service and such access is not available.
 - 2.3.4. Released to TPx for maintenance purposes, to make rearrangements or reconfigurations, or to implement an order for a change in the service during the time period that was negotiated with the customer prior to the release of that service.
 - 2.3.5. During planned or emergency/unplanned maintenance activities. Planned maintenance activities are scheduled from 10:00 PM to 6:00 AM local time, seven days per week. Known service affecting work is done Fridays from 12:00 AM until 6:00 AM local to the market or at times approved by the Customer. Unplanned/emergency maintenance activities may occur at any time and may result in a customer service interruption or impairment. TPx will make every reasonable effort to minimize any customer service interruption or impairment during these activities. TPx will use reasonable efforts to notify Customer in

advance of a planned or emergency maintenance that may cause an extended impairment or interruption to their services.

- 2.3.6. Caused when Customer elects not to release the service for testing and/or repair after notification by TPx and continues to use it on an impaired basis.
- 2.3.7. If the local environment in which the Equipment is located is causing performance issues to the Equipment supported by TPx.
- 2.3.8. Requests for modification to the TPx-defined standard configuration of the Services will be considered on a case-by-case basis. Approval of such modifications will be at TPx's sole discretion. TPx does not guarantee any particular result from non-standard configurations nor can it be held liable in any way for Service performance changes or failures which result from non-standard configurations. If any modifications to configurations are made by Customer or any agent of Customer that may cause the need for TPx to remediate and/or restore prior configurations, then that time may be billable at TPx's standard T&M rates.
- 2.3.9. Caused by or related to labor difficulties, governmental orders, civil commotions, acts of terrorism, any third party not associated with TPx, criminal actions taken against TPx, acts of God, and other circumstances beyond TPx's reasonable control.
- 2.3.10. During periods of temporary discontinuance of service as specified in TPx's applicable tariffs, Fraud Guidelines, Acceptable Use Policy ("AUP"), Customer's TPx Account Agreement ("TAA") and Customer Addendums.

3. SLA DEFINITIONS AND OTHER RELEVANT INFORMATION

- 3.1. Month is measured over any thirty (30) day period.
- 3.2. Hours of Operation MSx Support Services are available 24/7/365
- 3.3. Mean Time to Response (MTTR) is the time between when a service ticket is opened (by either TPx or the Customer) and the time when TPx begins performance of remedial services.
- 3.4. Scope Number of users affected and how they are affected.

4. MEAN TIME TO RESPONSE

- 4.1. Codification The priority level of an event. Alerts and tickets are broken down into 5 levels or Priority Codes. This allows TPx personnel to quickly discern from an alert title or description the criticality, scope, expected response time and expected escalation time of an event. The Customer shall be notified via email, phone call or DASH ticketing system on the status of the ticket.
 - 4.1.1. P1 Emergency Defined as an Emergency affecting the majority of users and their ability to perform primary duties. This priority can only be initiated via a phone call and carries with it an immediate response from the time the call is received by a technical resource. Diagnostics and troubleshooting procedures will begin immediately upon acknowledgement of the issue. Web Tickets, Emails, and Voicemails are not accepted in this priority until the content of the request is received and acknowledged.
 - 4.1.2. P2 Critical Defined as an issue affecting multiple users and their ability to perform primary duties. This priority carries with it a 30-minute response to begin diagnostics and troubleshooting procedures.
 - 4.1.3. P3 Urgent Defined as an issue affecting a single user and his/her ability to perform primary duties. This priority carries with it a 1-hour response to begin diagnostics and troubleshooting procedures.
 - 4.1.4. P4 Normal Defined as an issue or question related to the operation of a single application or service. This priority carries with it a 2-hour initial response time to begin diagnostics and troubleshooting procedures.
 - 4.1.5. P5 Request Defined as a request approved for implementation by the next available resource, or a proactive warning level alert which advises that a system's status may lead to a future issue. This priority carries with it an up to 6-hour initial response and will be scheduled with the next available resource.

CODE	SCOPE	MTTR
P1 Emergency	Outage	Immediate
P2 Critical	Multiple User affected	30 minutes
P3 Urgent	One User Affected	1 hour
P4 Normal (default)	Single application Single user	2 hours
P5 Request	Request or Warning	6 hours

5. EMERGENCY SUPPORT SERVICES

- 5.1 In the event of a natural disaster, TPx can provide Emergency Support services for thirty (30) days, upon request.
- 5.2 Services Disaster Relief package includes: MSx WAN Core 100 Service, Managed Services Router, and Primary 4G LTE Internet Access of 150GB a month, at no charge for thirty (30) days from the date Service is made available for Customer’s use.
- 5.3 When TPx learns of an approaching natural disaster, TPx shall monitor the situation and use commercially reasonable efforts to coordinate contingency plans with all potentially affected customers.
- 5.4 This is a Best effort support service.

6. INTERNATIONAL SUPPORT Customer is responsible for following any and all in country regulatory laws regarding the use of a U.S. based managed services provider. Should the country enact regulations or laws that prohibit the use of an MSx Service, Customer is responsible for returning the Service(s) equipment in good condition and disconnecting the service to that service address. Early Termination Fees will be credited upon request in this scenario.

- 6.1. Hardware will only be shipped to a U.S. based address. The customer is responsible for shipment of hardware, including any required documentation and/or certification, from the U.S. to the foreign country, including replacement hardware. Customer is responsible for all return shipment costs. Hardware replacement SLAs do not apply to international locations.
- 6.2. Customer is responsible for ensuring the local Internet circuit is ordered and installed prior to scheduling the test and turn up of its MSx Service. Customer is responsible for providing all necessary power adapters to connect the Managed Services Equipment at their international location.

7. PCI COMPLIANCE

7.1. TPx will maintain compliance with the Payment Card Industry (“PCI”) Data Security Standard (“DSS”) and audited annually by a Qualified Security Assessor (“QSA”). TPx is responsible for the security of cardholder data the service provider possesses or otherwise stores, processes, or transmits on behalf of the customer, or to the extent that TPx could impact the security of the customer’s cardholder data environment. PCI compliance is maintained for the following MSx services:

- 7.1.1. MSx WAN
- 7.1.2. MSx Firewalls

8. MSX SERVICES – Service descriptions may be found at <http://www.tpx.com/support>.

8.1. MSx Backups

8.1.1. Backup Cloud Retention and Use Data associated with backup Equipment enrolled in any plan that provides for data to be backed-up to a third party hosting provider retained by TPx (a “Cloud Offering”) will be retained, as specified in the applicable retention length selected with the purchased service plan, for as long as the Equipment is under an active subscription for which payments are current. If a subscription terminates, TPx reserves the right to delete, after sixty (60) days, the backed-up data in the Cloud Offering associated with Customer’s Equipment. It is Customer’s responsibility, during this period, at Customer’s expense, to request a copy of the data if Customer would like to retain a copy of the backed-up data in the Cloud Offering associated with Customer’s Equipment. TPx reserves the right to limit backup usage with the Cloud Offering if TPx determines there is activity or usage that: adversely impacts TPx, its vendors or other customers; results in excessive bandwidth or storage usage; or harms, disrupts, or otherwise diminishes the TPx brand, services, network, or any computer system.

8.1.2. Termination Customer may reduce the quantity of protected devices without incurring early termination fees. In the event of termination of any other MSx Backups subscription services prior to the end of the Service Term, see Section 4 of the Terms and Conditions to the Master Services Agreement.

8.2. MSx Endpoints

8.2.1. End User Support Scope Customer understands the “Core”, “Optimum”, and “Secure” service levels include administrative support for the MSx “Endpoints” platform. Endpoint support is limited to maintaining the automated patching and reliable performance of a computer’s operating system and applications and does not constitute an “IT Help Desk” service for end user “How-To” application training. Endpoint trouble tickets (“Tickets”) are limited to one (1) Ticket for every two (2) supported workstations per month after the first 2 months of service, with Services associated with additional tickets being provided by TPx at TPx’s standard T&M rates. TPx reserves the right to review sustained high-ticket incidence levels and limit or terminate the applicable Service, with applicable ETFs applying to such termination.

8.2.2. MSx Endpoints service includes support for devices that are running Microsoft Operating Systems and Software (“Software”) that are currently in either mainstream or extended support with Microsoft. Should Microsoft Software become End-of-Life during the term of your MSx Endpoints agreement with TPx, TPx, at its sole discretion, may continue to provide support on a limited basis until the supported device(s) are upgraded to a supported Microsoft Software. Customer may be asked to sign a liability waiver for continued TPx support on affected systems.

8.2.3. If, during onboarding or at any time during the contract term, a covered device is End-of-Life by the manufacturer, or otherwise does not meet the manufacturer’s guidelines for supportability, TPx may be able to provide limited support. Such limited support will be determined at TPx sole discretion on an individual case basis.

8.2.3.1. TPx will make all reasonable efforts to source parts and provide remote or onsite labor during this limited support period.

8.2.3.2. Troubleshooting and remote repair services for Optimum and Secure service levels will be covered under the standard Monthly Recurring Charge.

8.2.3.3. Parts will be billable at quoted rates per incident.

8.2.3.4. Onsite labor will be billable per standard TPx rates.

8.2.3.5. The customer can choose not to cover the unsupported server and TPx will remove it from the service contract without ETFs during the onboarding process. Standard ETFs apply during the contract term.

8.2.4. Virus Remediation MSx Endpoints excludes virus remediation. Any virus remediation work may be quoted as a special project on a T&M basis.

8.2.5. MSx Endpoints service may include Managed Detection and Response service (MDR). If Customer elects a service level that includes MDR, Customer agrees to be bound by the terms and Conditions of the [GoSecure EULA](#).

8.3. MSx Firewalls

8.3.1. Customer understands that if it chooses not to deploy SSL Deep Packet Inspection as part of the MSx Firewall Managed Security Service, all traffic traversing the firewall may not be fully inspected. Therefore, some protections, including but not limited to, anti-virus protection, may not be serviceable.

8.3.2. Testing Authorization - By executing this Addendum, Customer acknowledges that to provide Services, TPx may periodically scan Customer’s network with various assessments tools. Customer grants TPx authorization to perform this testing as needed in order to provide the Services.

8.3.3. Customer waives the licensing portion of the MSx Firewall service when providing their own hardware and assumes responsibility for maintaining an active and valid manufacturer support contract for these devices under MSx support.

8.3.4. TPx is not responsible for Wi-Fi network designs. TPx may make recommendations based on best efforts during the sales process but the Customer is responsible for wireless access point model selection and placement. TPx recommends customers perform heatmapping and wi-fi site surveys to optimize performance when designing and choosing wireless access point models and placements. Factors including but not limited to radio interference, environmental interference, client density, limited bandwidth, wireless access point model and wireless access point placement may result in poor coverage or performance issues. Troubleshooting by TPx related to poor Wi-Fi performance is a best effort engagement. Customer is responsible to purchase additional or different model wireless access points necessary to resolve Wi-Fi performance issues.

8.3.5. If Customer requires a virtualized firewall running in a managed cloud environment which may be with, but not be limited to, Azure or AWS, TPx can support this type of software only deployment as part of its managed firewall service. However, TPx will not support any of the design, procurement, deployment, configuration, management or troubleshooting of the virtualized environment. Customer is responsible for obtaining and maintaining a current license for the firewall. The proper resources including but not limited to CPU processing power and memory must be allocated and maintained. TPx shall not be responsible for performance issues related to insufficient virtual machine sizing. A supported version of the firewall firmware must be used. Customer must provide TPx administrative management access to the virtualized firewall via the public internet before any provisioning can begin. Customer shall provide all necessary networking access to the firewall to allow for the proper functioning of the firewall.

8.4. MSx Networks

8.4.1. Testing Authorization - By executing this Addendum, Customer acknowledges that to provide Services, TPx may periodically scan Customer's network with various assessments tools. Customer grants TPx authorization to perform this testing as needed in order to provide the Services.

8.4.2. Customer may waive the licensing portion of the MSx Network service when providing their own hardware but in doing so Customer assumes responsibility for maintaining an active and valid manufacturer support contract for these devices under MSx support.

8.4.3. TPx is not responsible for Wi-Fi network designs. TPx may make recommendations based on best efforts during the sales process but the Customer is responsible for wireless access point model selection and placement. TPx recommends customers perform heatmapping and wi-fi site surveys to optimize performance when designing and choosing wireless access point models and placements. Factors including but not limited to radio interference, environmental interference, client density, limited bandwidth, wireless access point model and wireless access point placement may result in poor coverage or performance issues. Troubleshooting by TPx related to poor Wi-Fi performance is a best effort engagement. Customer is responsible to purchase additional or different model wireless access points necessary to resolve Wi-Fi performance issues.

8.5. MSx Office 365

8.5.1. Microsoft Customer Agreement

8.5.1.1. TPx, participating in the Microsoft Cloud Solution Provider ("CSP") Program, may license Customer certain Microsoft Corporation ("Microsoft") products. If Customer elects to acquire CSP Program products from TPx, Customer is agreeing to the following Microsoft Customer Agreement: <http://www.tpx.com/Microsoft-Services-Agreement.pdf>.

8.5.1.2. Customer agrees that any changes to Microsoft products are at the sole discretion of Microsoft, and TPx is not liable for these changes or any documentation to the contrary. Should Microsoft cease to provide a product serviced to the Customer by TPx, TPx will recommend an alternative product for the Customer's consideration. Should the Customer not elect to change to another Microsoft product provided by TPx, TPx reserves the right to cancel Customer's Services pursuant to the terms of the Master Service Agreement. Any associated change in price or migration expenses will be the sole responsibility of the Customer.

- 8.5.2. Customer understands that it is licensing Microsoft Office 365 product subscriptions from TPx as its CSP, and as such are to engage TPx directly for all Office 365 platform performance issues. Customer understands that Microsoft is ultimately responsible for overall Office 365 product definitions, platform performance, stability, and availability, and agrees that TPx will use commercially reasonable efforts to provide its MSx Support but that TPx does not guarantee any Office 365 platform performance or functionality.
- 8.5.3. Customer understands MSx Office 365 service is designed for Administrative Support for the Office 365 platform. End User Help Desk “How-To” questions on application use are not included with MSx Office 365. Support for locally installed Office applications and Customer devices (including but not limited to desktop and laptop computers, and mobile devices) are not part of this service but may be available as part of TPx’s MSx Endpoints service.
- 8.5.4. TPx reserves the right to refuse Customer requests for non-supported administrative configurations of Office 365 deployments in favor of Microsoft recommended practice configurations.
- 8.6. MSx WAN
- 8.6.1. MSx WAN Public IP feature is not supported at international locations (i.e. inbound Internet failover is not supported at these locations).
- 8.6.2. International SD-WAN Gateways via third parties, including the manufacturer, are not supported.
- 8.7. Third-party Vendor Support is an optional feature, which is defined as TPx acting as the Customer’s representative with permission (Letter of Agency) in communicating Customer Provided Internet Access service outages to the Customer’s Internet Access Provider. Third-Party Vendor Support is supported within the Internet Access Provider’s published Technical Support hours using the local or toll-free phone number provided by the Customer during the TPx onboarding process. The Customer is responsible for providing the necessary information to TPx that will allow for TPx to report Internet Access service issues on the Customer’s behalf. Third party vendor support is not available for International locations.
- 8.8. 4G LTE Network Access Services is defined as a wireless 4G LTE Internet connection.
- 8.8.1. Cellular 4G network availability is dependent upon the cellular network provider’s network bandwidth and signal strength at any point in time after the 4G service connection is placed at the customer premises by TPx or the customer. TPx will make reasonable efforts for 4G equipment placement to ensure maximum bandwidth and signal strength access according to the customer’s placement requirements. After installation, TPx is not responsible under this SLA if the 4G network’s performance including, but not limited to, bandwidth availability and signal strength, is not capable at any point in time to support TPx services. Service degradation is possible and TPx shall not be liable for any resulting damages. 4G LTE antenna extensions are not included in the 4G LTE Network Access service.
- 8.8.2. In the event a plan limit has been met, TPx will throttle the 4G LTE connection speed to 5Mbps or below without notification to the Customer. The connectivity speed may not resume as normal, until the beginning of the next billing cycle. Should a Customer exceed the plan threshold three times within a rolling twelve-month period, TPx reserves the right to give the Customer thirty (30) days’ notice to either (1) add and/or upgrade to an additional TPx or Customer provided Internet connection or (2) terminate the service without early termination charges. TPx reserves the right to change the traffic usage cap without notice.
- 8.8.3. “Failover” service option may only be used when a Customer-specified “Primary” connection is down. In the event that the Customer Provided Internet Access requires TPx support personnel to contact the Internet Service Provider more than three times within a rolling three-month period, TPx retains the right to terminate the applicable 4G LTE Connection at the Customer site with thirty (30) days written notice to the Customer at no charge to the Customer.
- 8.8.4. SLA(s) do not apply to site-to-site communication with 4G LTE services, unless the service is supported via VeloCloud Multipath tunnels.
- 8.8.5. Third-Party Vendor support is required when 4G LTE is ordered with only customer provided circuit(s).

8.8.6. The modem is TPx property for Customer use during the Service term. Customer is responsible for the safeguard of the installed modem and must not remove from the originally deployed location. The Customer may not replace the modem with any other device serviced by another carrier and/or TPx. Switching the modem will cause Service malfunction and TPx shall not be liable for any damages resulting from the Customer either changing the modem or moving the modem to a different physical location.

8.8.7. If the 4G LTE wireless device gets lost, stolen, or damaged, it is mandatory that the Customer notify MSx Support, within 24 hours, so that the 4G LTE connectivity can be suspended to prevent an unauthorized party from using it. If the wireless device is used after the loss or theft but before it is reported, a suspension of liability to pay for 4G LTE related charges may be requested by the Customer while the Customer's account activity is under review. If the Customer has not been given a courtesy suspension of recurring monthly charges during the past year, the Customer may request the suspension for thirty (30) days or until the wireless device is replaced or recovered, whichever comes first. There will be device replacement costs and installation fee chargeable to the Customer account to re-establish Service.

9. Disclaimer on TPx's Liability to Customer

9.1. TPx does not warrant that all Customer failures or problems can or will be remedied with TPx services. Customer understands that TPx services do not constitute any guarantee or assurance that the security of a Customer's systems, networks or assets cannot be breached or are not at risk. Client acknowledges the inherent risks associated with internet connectivity. TPx disclaims any and all liability to Customer for the security of Customer's network. Customer grants TPx the authority to make changes to systems related to the contracted services to address security threats, and TPx shall not be liable for actions or inactions which may result in a) lost use of system(s) or network(s), (b) loss of business opportunity, or (c) business interruption or downtime.