

## Service Level Agreement

This Service Level Agreement (“**SLA**”) is incorporated into and made a part of the Master Service Agreement (“**MSA**”), or Terms and Conditions Agreement, as applicable, between PacketFabric, Inc. (“PacketFabric”) and Customer. All terms defined in the MSA shall have the same meaning when referred to in this SLA.

### 1. OBJECTIVES

This SLA sets forth the specific terms and conditions of the service level reliability and performance metrics made by PacketFabric in connection with the service provided by PacketFabric to the Customer pursuant to the signed Order (the “**Service**”), as well as any remedies which may be available to the Customer should those metrics not be met. Customer understands and acknowledges that the remedies set forth in this SLA are the sole and exclusive remedies with respect to any claim in any way related to or arising from any delay, outage, degradation, or non-compliance of the Service.

### 2. DEFINITIONS

- 2.1. “**Access Port**” is defined as a specific network interface on the PacketFabric network, which is utilized exclusively to connect a specific Customer to the PacketFabric platform.
- 2.2. “**Availability**” (or “**Available**”) is defined as the ability of Customer to pass unerrored data packets across the PacketFabric network between any two specified PacketFabric Access Ports, as measured by PacketFabric, or if applicable, as documented by the report of an issue via Customer Trouble Ticket.
- 2.3. “**Availability Zone**” is defined as a specific device, or set of devices linked together to behave as one device, within which any Access Ports would share a common failure domain. PacketFabric defines and operates multiple Availability Zones at each location throughout its network, in order to ensure Customer has the opportunity to obtain redundant connections to the PacketFabric network.
- 2.4. “**Core Location**” is defined as any specific Service Location that is connected via the PacketFabric Core Network to at least two additional Service Locations.
- 2.5. “**Core Network**” is defined as the network infrastructure and equipment which is operated by PacketFabric for the purposes of connecting one Core Location to another.
- 2.6. “**Diverse Service**” is defined as a Service which utilizes two (2) or more Access Ports, each from a different Availability Zones, at each Service Location where the Service is delivered, as further detailed in Section 3 below.
- 2.7. “**Emergency Maintenance**” is a maintenance activity for which normal Scheduled Maintenance notice cannot be given, due to a Service impacting event which requires more immediate attention. To be considered Emergency Maintenance, PacketFabric shall provide at least one (1) hours’ notice prior to any Service interruption.
- 2.8. “**Jitter**” is defined as the average variation in latency between successive packets sent between the same endpoints throughout the Service Month.
- 2.9. “**Latency**” is defined as the maximum round-trip time required for a data packet to traverse PacketFabric’s Core Network between any two specific endpoints during any five-minute sample period, as averaged throughout the Service Month.
- 2.10. “**Non-Diverse Service**” is defined as a Service which is not or cannot be diverse, such as a single Access Port, or a Service which is connected to only a single Access Port or a single Availability Zone within any Service Location where the Service is delivered.

- 2.11. "**Packet Loss**" is defined as the ability to successfully deliver some but not all packets between two specific endpoints during a five-minute sample period. Packet Loss is measured as the percentage of packets which could not be successfully delivered relative to the total number of packets for which delivery was attempted, as averaged throughout the Service Month.
- 2.12. "**Percent Availability**" is calculated with the formula " $A/M*100$ ", where A is the total number of minutes during the month for which the Service was Available, and M is the total number of minutes in the month.
- 2.13. "**Scheduled Maintenance**" is defined as any work PacketFabric performs on the Service for which PacketFabric has provided Customer at least ten (10) days' prior written notice.
- 2.14. "**Service Location**" is defined as any specific location where PacketFabric offers Access Ports for the purposes of providing Service to its customers.
- 2.15. "**Service Month**" is defined as the beginning and end dates of Customer's monthly billing cycle for the Service.
- 2.16. "**Service Outage**" or "**Outage**" is defined as a period of time, measured to the nearest whole minute, for which the Service is not Available.
- 2.17. "**SLA Credit**" is defined to be a percentage of discount against the MRC of the affected Service, to be credited to the Customer against the monthly invoice for Service on the next billing cycle following the date on which the Outage occurred. If a single Outage triggers an SLA Credit under multiple SLA measurements (for example, Availability and Packet Loss), the measurement with the largest eligible SLA Credit shall apply.

### 3. SERVICE DESCRIPTION

PacketFabric's Service allows Customer to configure and control an on-demand virtual packet-based network, enabling data connectivity between any two or more endpoints in a secure, private, and reliable fashion across PacketFabric's private software-defined network fabric.

Customer connects to the PacketFabric network via one (1) or more Access Ports, which are utilized to deliver connectivity services. For each Access Port additional services may be purchased; for example, dedicated transport or virtual circuits. For the purposes of this SLA, the Access Port and any additional services which are purchased for the use of the Access Port are considered one Service, and any one individual Access Port is considered a Non-Diverse Service.

Customer may purchase PacketFabric's Cloud Router Service which is a Layer 3 routing service that joins 2 or more virtual circuits into a single routing domain enabling IP traffic to be exchanged between them. An individual Cloud Router Service is considered a Non-Diverse Service.

Customers may also choose to purchase additional components of Service which connect an Access Port to one (1) or more other Access Ports, which may be either purchased by Customer, or associated with other users or endpoints on the PacketFabric platform. If Customer wishes to enhance the reliability of the Service on the PacketFabric network it may choose to purchase Diverse Services, which must be connected and properly configured to at least two (2) or more Access Ports, each from a different Availability Zone, within each Service Location where Service is provided. Any such properly configured Service is considered a Diverse Service.

For purposes of the Service Level Metrics below, Type 2 Services are excluded from the performance measurements.

### 4. SERVICE LEVEL METRICS

#### 4.1. Availability

PacketFabric is committed to delivering Availability of at least **99.999%** on its Core Network. Furthermore, PacketFabric offers an additional Availability metric for any component of the Service that provides

connectivity between two (2) or more Access Ports: the Availability of a *Diverse Service* is **99.99%**, while the Availability of a *Non-Diverse Service* is **99.9%**.

In the event that these performance metrics cannot be met, the following table(s) shall define the amount of SLA credit the Customer is entitled to receive:

<b>Core Network Availability</b>	<b>Core Network Unavailability Duration</b>	<b>SLA Credit</b>
>=99.862 <99.999%	26 seconds – 1 hour	10% of MRC
>=99.445 <99.862%	1 hours – 4 hours	20% of MRC
>=98.889 <99.445%	4 hours – 8 hours	30% of MRC
>=98.334 <98.889%	8 hours – 12 hours	40% of MRC
>=96.667 <98.334%	12 hours – 24 hours	60% of MRC
<96.667%	More than 24 hours	100% of MRC

<b>Availability</b>	<b>Service Component Unavailability</b>	<b>Diverse Service SLA Credit</b>	<b>Non-Diverse SLA Credit</b>
>=99.901 <99.999%	4 minutes – 43 minutes	15% of MRC	0% of MRC
>=99.445 <99.901%	43 minutes – 4 hours	25% of MRC	10% of MRC
>=98.889 <99.445%	4 hours – 8 hours	35% of MRC	20% of MRC
>=98.334 <98.889%	8 hours – 12 hours	50% of MRC	30% of MRC
>=96.667 <98.334%	12 hours – 24 hours	75% of MRC	50% of MRC
<96.667%	More than 24 hours	100% of MRC	100% of MRC

#### 4.2. **Latency**

PacketFabric is committed to delivering a reliable, low-latency service, with guaranteed and predictable performance. To that end, and to accommodate PacketFabric's ongoing market expansion, PacketFabric maintains a Round-Trip [Latency Metric Table](#) on its website, that is incorporated by reference into this SLA.

In the event that these performance metrics cannot be met, the following table(s) shall define the amount of SLA Credit the Customer is entitled to receive:

<b>Percent of Month Latency Metric Exceeded</b>	<b>SLA Credit</b>
10%	10% of MRC
20%	20% of MRC
30%	30% of MRC
50%	40% of MRC
75%	50% of MRC
100%	60% of MRC

#### 4.3. **Packet Loss**

PacketFabric is committed to delivering a reliable, high-performance service, free from unnecessary Packet Loss which could impact Service quality. Network Packet Loss across the PacketFabric Core Network shall be equal to or lower than the corresponding value below.

<b>Monthly Packet Loss Metric</b>	<b>Value</b>
North America	< 0.1%
Europe	< 0.1%
Australia	< 0.1%
Trans-Atlantic	< 0.1%
Trans-Pacific	< 0.1%

In the event that these performance metrics cannot be met, the following table shall define the amount of credit the Customer is entitled to receive:

<b>Percent of Monthly Packet Loss Metric</b>	<b>SLA Credit</b>
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<b><u>Exceeded</u></b>	
10%	10% of MRC
25%	20% of MRC
50%	30% of MRC
75%	40% of MRC
100%	50% of MRC

\*For example, 10% of .1% = .01%.

#### 4.4. **Jitter**

PacketFabric is committed to delivering a reliable, high-performance service, free from unnecessary jitter which could impact Service quality. Network jitter performance should be equal to or better than the target performance metrics below.

<b><u>Average Jitter Metric</u></b>	<b><u>Value</u></b>
North America	< 2ms
Europe	< 2ms
Australia	< 2ms
Trans-Atlantic	< 2ms
Trans-Pacific	< 2ms

In the event that these performance metrics cannot be met, the following table shall define the amount of credit the Customer is entitled to receive:

<b><u>Percent of Monthly Jitter Metric Exceeded</u></b>	<b><u>SLA Credit</u></b>
10%	10% of MRC
25%	20% of MRC
50%	30% of MRC
75%	40% of MRC
100%	50% of MRC

\*For example, 10% of 2 ms = 0.2 ms.

## 5. TERMINATION FOR CHRONIC OUTAGES

- 5.1. For Diverse Services, in the event that Customer experiences three (3) or more Outages affecting the same Service, each lasting for more than thirty (30) minutes during any thirty (30) day period, or more than twenty-four (24) hours in aggregate during the Service Month, Customer may choose to terminate the impacted Services without any further liability to PacketFabric.
- 5.2. For Non-Diverse Services, in the event that Customer experiences three (3) or more Outages affecting the same Service, each lasting for more than twelve (12) hours during any thirty (30) day period, or more than forty-eight (48) hours in aggregate during the Service Month, Customer may choose to terminate the impacted Services without any further liability to PacketFabric.
- 5.3. In order to exercise the right to termination under this Section, Customer must notify PacketFabric in writing within thirty (30) days after the event giving rise to the right of termination. Customer shall be deemed to have waived its right to terminate under this Section if it fails to provide the requisite notice of termination within such thirty (30) day period. In the event that Customer exercises this termination option, Customer shall remain obligated to pay for the Service as rendered through the effective date of termination.

## 6. GENERAL TERMS AND CONDITIONS

To be eligible for an SLA Credit, Customer must notify PacketFabric's Customer Support, via the Portal or by e-mail to **support@packetfabric.com**, within 30 calendar days of the SLA failure. PacketFabric reserves the right

to investigate and verify all Customer's claims for SLA Credits based on the terms and conditions specified in this SLA, and, if not granted, will provide a reason for denial (which may be provided by e-mail or the Portal). Customer is not eligible for SLA Credits during any period in which it is in default of the MSA, including without limitation, failure to pay undisputed amounts when due.

## **7. MAINTENANCE**

From time to time, PacketFabric will conduct maintenance activities on its network infrastructure. Notification of any such activities will be delivered to the contacts specified in the Portal. It is the Customer's responsibility to ensure its maintenance contact information is up to date.

- 7.1. Scheduled Maintenance - All Scheduled Maintenance shall occur between the hours of 12:00 am and 6:00 am in the local time-zone of the maintenance. No more than five (5) Scheduled Maintenance activities shall be conducted on any one Service during a Service Month, and the collective outage time for the Service Month shall not exceed twelve (12) hours.
- 7.2. Emergency Maintenance - No more than two (2) Emergency Maintenance activities shall be conducted on any one Service during a Service Month, and the collective outage time shall not exceed four (4) hours.
- 7.3. Other Activities - Any other outage caused by a maintenance activity shall be deemed a Service Outage.

## **8. EXCLUSIONS AND LIMITATIONS**

- 8.1. The cumulative SLA Credits during any Service Month shall not exceed 100% of the MRC of the affected Service(s).
- 8.2. SLA Credits will not be issued where the target performance measure 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 any network elements, equipment, applications, services, or systems not owned or controlled by PacketFabric, including without limitation, cross-connects, local loops, or other third-party access services;
  - c) Maintenance periods as permitted under Section 7 above, any other planned activities coordinated with the Customer or requested by Customer, including Customer-requested alterations to the Service;
  - d) The unavailability of required Customer personnel, including as a result of failure to provide PacketFabric with accurate, current contact information;
  - e) Lack of access to the Customer premises where reasonably required in order to restore the Service;
  - f) Customer's failure to release the Service for testing or repair, and continuing to use the Service on an impaired basis;
  - g) PacketFabric's termination or suspension of the Service for Customer's default;
  - h) Customer's use of the Service in an unauthorized or unlawful manner;
  - i) Customer's request to keep a trouble ticket open after PacketFabric has confirmed that the Service is Available;
  - j) Force majeure events, as provided in the Customer's MSA with PacketFabric;

The time period associated with any of the foregoing exceptions shall also be excluded from any calculations associated with Chronic Outages.