



**MANAGED SERVICES
SERVICE LEVEL AGREEMENT**

1. SLA Objectives. SLA Objectives are as follows:

General Standard. Granite will use commercially reasonable efforts to maintain its overall Managed Services quality. The quality of Managed Services shall be consistent with industry standards and sound business practices.

Specific Interruptions in Managed Services. In the event there are Interruptions in Managed Services, which are not due to specific exclusions as set forth in Section 4, then Customer may be eligible to receive a service credit for the specific affected portion/components of the specific Managed Services and the underlying Granite provided Services. Eligibility for service credits may arise when an interruption occurs because of a failure of any Managed Services or other components furnished by Granite.

“Interruption” means a critical Service affecting issue which materially impacts Service availability categorized in accordance with the table below.

Interruption Category	Description
<u>Severity 1 - “S1”</u> (Severe Business Impact)	Critical system, network or key application outage with critical impact on delivery. Total loss of production Service to entire customer set. Data and voice communication at the site severely impacted. Delivery schedule impact.
<u>Severity 2 - “S2”</u> (Major Business Impact)	Key component, application, critical end user network is down, degraded or unusable. Potential critical impact on delivery. Data and voice communication at the site affected. Service performance degradation. Delivery largely impacted.
<u>Severity 3 - “S3”</u> (Minor Business Impact)	A component or minor application is down, unusable or difficult to use. Some operational impact, no immediate impact on delivery. Service outage, but alternative workaround available. Problems that degrade Service, but do not materially impact delivery of Service.
<u>Severity 4 - “S4”</u> (Little or No Business Impact)	Component, procedure, is unusable but not critical. Alternative is available; deferred maintenance is acceptable. No impact material to Service. No production affected.

Missed service level objectives do not constitute breach.

2. Descriptions and Definitions.

Managed Services			
<u>Objective</u>	<u>Target</u>		
Granite NOC Response Time	<u>Interruption Category</u>	<u>Email</u>	<u>Phone</u>
	S1	15 minutes	30 minutes
	S2	1 hours	2 hours
	S3	4 hours	6 hours
	S4	6 hours	8 hours
CPE MTTR	Next Business Day (NBD) delivery for Customer self-installation so long as (a) the trouble is isolated to the Granite provided and managed equipment, and (b) the root cause of the failure is determined by Granite by 2pm EST.		



**MANAGED SERVICES
SERVICE LEVEL AGREEMENT**

MTTR ¹	S1	4 hours	
	S2	8 hours	
	S3	36 hours	
	S4	48 hours	
Changes	Simple Change	Complex Change	Critical Change
	4 hours	1 business day	3 business days

Mean Time to Repair

“**MTTR**” = (Service Outage Time Hours - Excluded Outage Time Hours)/Outage Count, provided, that Service Outage Time, Excluded Outage Time and Outage Count are measured over a single calendar month.

CPE MTTR

Replacement equipment provided by Granite will be shipped for Next Business Day (NBD) delivery for Customer self-installation so long as (a) the trouble is isolated to the Granite provided and managed equipment, and (b) the root cause of the failure is determined by Granite by 2pm EST.

Changes

Changes shall be divided into three categories in accordance with the following:

“**Simple Change**” shall be defined as a change which impacts less than 20 Customer sites and includes; Whitelisting/Blacklisting web sites; Content filtering; Fixed IP assignments; Unused port VLAN assignments; Adding/changing port forwarding; Adding/changing SNMP/Syslog server information; Adding single static routes; Changing DNS servers; Dashboard/Orchestrator Read-access logins; Non-VPN LAN DHCP IP range changes; and, Allowing specific VLANs over a VPN; SSIDs/Passwords.

“**Complex Change**” shall be defined as a change which impacts less than 20 Customer sites and includes; Altering traffic shaping policies/bandwidth allocation rules; Creating or deleting VLANs; Disconnect requests; VPN LAN IP range changes; Adding new VPN; and, Adding new WAN connections/cellular connections to a solution.

“**Critical Change**” shall be defined as a change which impacts greater than 19 Customer sites and includes; Changing WAN IPs/moves; Adding L3/L7 firewall rules; Used port VLAN changes; Multi- device configuration changes; Multi-site business policy changes; and, Multi-site firewall policy changes. The above identified Service Level Objective is subject to Customer availability for testing.

3. Service Credits. If Granite does not meet its SLA Objectives, Customer may receive a service credit for the Managed Services impairment, proportional to the SLA Objective’s non-conformance, up to the percentage identified in the table below

The maximum service credit for S1 and S2 Category events available in any given month is as follows:

<u>SLA Objective</u>	<u>Maximum Service Credit</u>
Response Time	5% of MRC
CPE MTTR	5% of MRC
MTTR	10% of MRC
Simple Change	5% of MRC

¹ Resolution target for the underlying Services shall be subject to the applicable Service Level Agreement.



MANAGED SERVICES SERVICE LEVEL AGREEMENT

Complex Change	10% of MRC
Critical Change	15% of MRC

Customer's sole and exclusive remedy, and Granite's sole and exclusive liability and responsibility, for any failure to meet any SLA Objectives is as stated in this Section 3 and is limited to the applicable service credits, if any.

Determination of Service Credits

Service credits hereunder are calculated as a percentage of the then current MRC with respect to the specific affected Managed Services or Managed Service component for which the service credit is requested, and may not be applied to usage charges, government fees, taxes, surcharges or any third party charges passed through to Customer by Granite. Customer may not receive more than one (1) service credit per month for any SLA Objective's non-conformance involving a specific Managed Service. Multiple instances of non-conformance affecting one (1) service location during a particular month will not be eligible for multiple service credits, however, if approved they will be applied toward the accumulated monthly statistics. Service credits will not be available for any Managed Services terminated by Customer for cause pursuant to the terms of the Agreement. Service credits may not be carried over into subsequent months and apply only to the month in which they are issued, regardless of balance owed.

If an incident affects the performance of Managed Services and results in a period or periods of interruption, disruption, failure or degradation in Managed Services, entitling Customer to one (1) or more service credits under multiple SLA Objectives, only the single highest credit with respect to that incident will be applied, and Customer shall not be entitled to service credits under multiple SLA Objectives for the same incident.

Eligibility for Service Credits

To be eligible for a service credit, either Granite or Customer must open a valid trouble ticket documenting the problem and the SLA Objective's non-conformance and Customer must timely request the applicable service credit by (i) emailing noc@granitenet.com with "Managed - Service Credit Request" in the subject header or (ii) contacting Customer's Granite premier representative, within thirty (30) days after the trouble ticket is closed by Granite. Each service credit request must reference the applicable trouble ticket number(s) and circuit identifier(s) for the circuit elements associated with the non-conforming event. Service credit requests will not be accepted for open trouble tickets.

Granite, without notice and at its sole and absolute discretion, may limit or eliminate Customer's eligibility to receive service credits if (a) Customer account is not current and in good standing; (b) Customer was in default of any payment or other terms at the time of the incident generating the service credit claim or prior to Granite issuing the service credit; (c) Customer has submitted an excessive number of rejected service credit claims or attempted to use the service credit process in a frivolous or fraudulent manner; and/or (d) Customer is in violation of Granite's Acceptable Use Policy or Moderation of Use Policy covering the affected Managed Services.

Service credits will be calculated on a cumulative basis in a given month. Service credit requests will be reviewed and evaluated by Granite in relation to the relevant accumulated statistics in the month during which an SLA Objective's non-conforming event is alleged to have occurred. Granite's determination as to whether a SLA Objective has or has not been met shall be final. Service credit requests encompassing multiple months will be prorated in accordance with the statistical accumulations for the month in which the non-conformance occurred. Granite shall have thirty (30) business days to respond from the end of the month in which the service credit request is submitted. Service credit requests approved by Granite will be credited to Customer's account on the next billing cycle that begins after the service credit approval.

Cumulative service credits in any one (1) month must exceed \$25.00 to be processed. In no event shall Granite's total liability for any and all interruptions, disruptions, failures, and/or degradations in Managed Services (including, without limitation, any failure to meet any SLA Objective set forth in this Service Level Agreement) exceed one hundred percent (100%) of the MRC for the affected Managed Services.

4. Specific Exclusions. SLA Objectives do not include periods of service outages or other service level



MANAGED SERVICES SERVICE LEVEL AGREEMENT

deficits, in whole or in part, due to any of the following causes and/or exclusions:

- If not detected and reported by Granite and Customer fails to report the issue or request a trouble ticket.
- Service interruptions or delays arising out of or in connection with, but not limited to, the following: (a) any act or omission on the part of Customer or a third party; (b) interruption occurring because Customer elects not to release the Service for testing and repair by Granite but continues to use it on an impaired basis; (c) failing to provide Managed to Customer premises as reasonably requested by Granite or its agents to enable Granite to comply with its obligation, including having a Customer representative present to assist in performing diagnostic testing and to resolve problems should they exist; (d) the failure of a service or equipment that is not part of Managed Services; (e) any inside wiring; and/or (f) CPE, router or firewall configuration changes made by Customer or made in response to security threats, breaches or attacks.
- Granite or Customer's scheduled outages, network maintenance or emergency maintenance.
- Any force majeure event beyond the reasonable control of Granite including, but not limited to cable cuts.
- Any failure, issue or delay associated, in whole or in part, with Off-Net Services, including but not limited to, local access and cross-connects.
- Any failure, issue or delay associated, in whole or in part, with Customer's or a third party's software, equipment, applications, facilities and/or internal network.
- Any event or occurrence that results in "no trouble found" by Granite.
- Managed Services that have not been accepted by Customer or issues that occur within the first thirty (30) days of the Activation Date of a specific Managed Services.
- Managed Services that do not directly interface a port on Granite's or its Provider's network(s) via physical or logical connection.
- During emergency network conditions where dynamic rerouting is required.
- Only apply to circuits originating and terminating in the contiguous United States.