GRANITE MANAGED NETWORK SERVICES
SERVICE LEVEL AGREEMENT

1. SLA Objectives. SLA Objectives are as follows:

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

<table>
<tr><th colspan="2">Granite Managed Network Services</th></tr>
<tr><th>Service</th><th>Objective</th></tr>
<tr><td>NOC Email Notification</td><td>15 minutes</td></tr>
<tr><td>MTTR[1]</td><td>
<table>
<tr><th>Category</th><th>MTTR</th></tr>
<tr><td>P0</td><td>4 hours</td></tr>
<tr><td>P1</td><td>8 hours</td></tr>
<tr><td>P2</td><td>36 hours</td></tr>
<tr><td>P3</td><td>48 hours</td></tr>
</table>
</td></tr>
<tr><td>CPE MTTR</td><td>Second Business Day (SBD) delivery for Customer self-installation so long as (a) the trouble is isolated to the Granite-provided CPE, and (b) the root cause of the failure is determined by Granite by 2pm EST.</td></tr>
<tr><td>Dispatch Add-Ons</td><td>2nd Business Day</td></tr>
<tr><td>Next Business Day Dispatch</td><td>Next Business Day</td></tr>
<tr><td>Changes</td><td>
<table>
<tr><th>Simple Change</th><th>Complex Change</th></tr>
<tr><td>8 business hours</td><td>3 business days</td></tr>
</table>
</td></tr>
<tr><td>Requests for Professional Services</td><td>1 business day for response to inquiry or request.</td></tr>
</table>

Specific Interruptions in Granite Managed Network Services. In the event there are Interruptions in Granite Managed Network Services, which are not due to specific exclusions as set forth in Section 4 or other Services, then Customer may be eligible to receive a service credit for the specific affected portion/components of the Granite Managed Network Services. Additional Granite-provided Services are subject to their respective Service Level Agreement(s).

Category	Description
Priority 0 - "P0" (Severe Business Impact)	• Customer has 10 or more sites offline and unable to transact business; or • Data center offline and unable to transact business; or • Specific Service is down across all sites.
Priority 1 - "P1" (Major Business Impact)	• Customer has 1 or more sites offline and unable to transact business; or • Specific Service is down across 10 or more sites. • Site(s) are largely not functionally operational.
Priority 2 - "P2" (Minor Business Impact)	• Customer has 1 or more sites where critical business application and/or specific Services are degraded. • Site(s) are functionally operational, including via a short-term, one-off alternative workaround solution.

[1] Service Level Objective for the underlying Services/CPE shall be subject to the applicable Service Level Agreement.

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Priority 3 - "P3" (Little or No Business Impact)	• One or more Services within a site are degraded or not working properly. • Site still able to operate as normal with backup systems or workaround solution.

In no event shall any failure to meet any SLA Objectives constitute, or be deemed to constitute, a breach by Granite of the Agreement with Customer.

2. Descriptions and Definitions.

"*Interruption*" means a critical service-affecting issue which materially impacts Service availability categorized in accordance with the table below.

NOC Email Notification
Granite's initial notification, delivered via email, to Customer within fifteen (15) minutes of detection of an incident.

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. Underlying Granite-provided Service issues will be subject to their applicable Service Level Agreement.

CPE MTTR
Replacement Granite Managed Network Service CPE provided by Granite will be shipped for Second Business Day (SBD) 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.

Dispatch
Dispatch shall mean have the meaning assigned to it in the applicable Service Schedule and shall generally mean that a technician is sent to Customer's affected location within two (2) business days of trouble ticket creation.

Next Business Day Dispatch
Next Business Day Dispatch shall have the meaning assigned to it in the applicable Service Schedule and shall generally mean shall mean that a technician is sent to Customer's affected location within one (1) business days of trouble ticket creation. Additional MRC charge applies.

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: assigning web sites to deny/allow lists; content filtering; fixed IP 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 requires scripting and/or other methods to apply changes to multiple sites. In addition, any change which impacts more than 20 Customer sites shall be classified as a Complex Change. Because Complex Changes have the potential to impact service, Complex Changes shall require Planned Maintenance Windows to be scheduled and testing and rollback plans to be developed. The above identified SLA is subject to Customer availability for testing.

"Professional Services" shall be defined as changes that include: changes to the macro-level solution architecture; new routing protocols; data center migrations; new data center installations; addition of cloud

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services and cloud applications; requests for named engineering resources; requests for immediate changes or resources that are outside of the prescribed SLA or escalation; migrations related to acquisition or removal of multiple sites; WAN IP-related to connectivity migration at multiple sites; and configuration and policy changes on non-templatized Customer architecture.

For the avoidance of doubt, all Service Level Objectives and service credits contemplate the Granite Managed Network Service only. Other service-related issues will not be eligible for the remedies provided in this SLA.

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

SLA Objective	Maximum Service Credit
Response Time	15% of MNS MRC
MTTR	10% of MNS MRC
CPE MTTR	5% of MNS MRC
Dispatch Add Ons	10% of add-on MRC
Next Business Day Dispatch	100% of Next Business Day Dispatch MRC
Complex Change	10% of MNS MRC

**MTTR Maximum Service Credit applies to P0 and P1 category events.*

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 Granite Managed Network Services or Granite Managed Network 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 Granite Managed Network 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 Granite Managed Network 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 Granite Managed Network Services and results in a period or periods of interruption, disruption, failure or degradation in Granite Managed Network 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)

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emailing custserv@granitenet.com with "Granite Managed Network Services - 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 Granite Managed Network 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 Granite Managed Network 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 Granite Managed Network Services.

4. **Specific Exclusions.** SLA Objectives do not include periods of service outages or other service level deficits, in whole or in part, due to any of the following causes and/or exclusions:

- 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 access 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 CPE that is not included in the definition of Granite Managed Network Services; (e) any inside wiring; and/or (f) CPE, or network configuration changes made by Customer or at the direction of Customer, 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.
- 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 network.
- Any event or occurrence that results in "no trouble found" by Granite.
- Granite Managed Network Services that have not been accepted by Customer or issues that occur within the first thirty (30) days of the Service Start Date of a specific Granite Managed Network Services.
- Granite provided software or license components are not eligible for service credits.
- During emergency network conditions where dynamic rerouting is required.

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5. Bundled Services Service Level Agreement

(a) Granite offers enhanced overall site level Service Level Agreements for certain combinations of Granite Services ("Bundled Services"), which may be branded as Granite's "Self-Healing Network."

(b) Bundled Services Service Levels

	Tier 1 **MNS Custom Wireline Data Connection (can be Access or Broadband) Satellite (Unlimited Data)**	**Tier 2** **MNS Enhanced Access Services Wireline Data Connection Satellite (Unlimited Data)**	**Tier 3** **MNS Essentials Broadband Services Wireline Data Connection Satellite (Unlimited Data)**
Site Level Network Availability (excluding overnight hours, 10 pm – 6 am local time)	99.999%	99.999%	99.999%

(c) Bundled Service Level Credits

a. Site Level Network Availability (Tier 1)

Site Level Network Availability Achieved	**Credit (% of Bundled Service MRC (MNS, Wireline Data, Satellite)**
99.99%-99.999%	10%
99.9%-99.99%	15%
99.0%-99.9%	25%
Below 99.0%	40%

b. Site Level Network Availability (Tier 2)

Site Level Network Availability Achieved	**Credit (% of Bundled Service MRC (MNS, Wireline Data, Satellite)**
99.99%-99.999%	5%

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99.9%-99.99%	10%
99.0%-99.9%	25%
Below 99.0%	40%

c. Site Level Network Availability (Tier 3)

Site Level Network Availability Achieved	**Credit (% of Bundled Service MRC (MNS, Wireline Data, Satellite))**
99.99%-99.999%	2%
99.9%-99.99%	5%
99.0%-99.9%	10%
Below 99.0%	20%

(d) Optional Bundled Dispatch Service.

a. Customer may elect to receive Dispatch Services as part of the Bundled Services.

b. Dispatch Services shall consist of Granite Network Integration Services dispatched to a Customer site when the customer site is unavailable over all Granite Services providing data connectivity to the applicable site and remote troubleshooting has not restored connectivity on any of the Granite Services for such site. Granite retains sole discretion over the decision to dispatch Network Integration Services under the Optional Bundled Dispatch Service.

c. Optional Bundled Dispatch Service includes 2 hours of onsite time for each dispatch. Additional time onsite for any given dispatch in the event the onsite time exceeds 2 hours will be charged at Granite's standard rates.

d. In the event that a dispatch is required at the same site on three (3) or more occasions in any 12 month period, Granite, at its election, may propose one or more new solutions to Customer, which may include an upgrade to an applicable class of service, additional hardware, or other re-solutioning. Upon reviewing such a proposal from Granite, Customer shall elect to proceed with a revised solution as proposed by Granite or to accept the existing Services with the site excluded from the Optional Bundled Dispatch Service.

e. Optional Bundled Dispatch Service SLA

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SLA Objective	Maximum Service Credit
Next Business Day Dispatch	100% of MRC for Optional Bundled Dispatch Service

(e) Bundled Service Level Exclusions. All exclusions specified in paragraph 4, above, apply. In addition, the following exclusions apply:

- Network availability is measured at an overall site level, including availability over all Granite Services providing data connectivity to the applicable site. For Tier 2 and Tier 3 deployments, Customer is responsible for applicable network, hardware, and software configurations required to enable failover to redundant data connections provided by Granite Services.
- Only available where all data connectivity services are Granite Services.
- Customer must initiate failback to primary wireline connection after primary wireline connection is restored. If Customer does not initiate failback to primary wireline data connection after restoration, Granite reserves the right to take action—including, without limitation, rebooting applicable CPE—to cause failback to the primary wireline data connection. Overage rates apply on Satellite and Mobility Services in the event that failback to primary wireline connection does not occur.
- In the event that the Bundled Services SLAs specified above are exceeded on three (3) or more occasions, Granite, at its election, may propose one or more new solutions to Customer, which may include an upgrade to an applicable class of service, additional hardware, or other re-solutioning. Upon reviewing such a proposal from Granite, Customer shall elect to proceed with a revised solution as proposed by Granite or to accept the existing Services with only the SLAs of the underlying Services.

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