



# NITEL SOFTWARE DEFINED SERVICES

## SERVICE LEVEL AGREEMENT

### SOFTWARE-DEFINED NETWORK SERVICES

Nitel Software-Defined Network (“SDN”) Services are virtualized networking function services that include:

- a. Software-Defined Wide-Area-Network (“SD-WAN”) services that include virtualized WAN routing functions and monitoring capabilities
- b. Software-Defined Security (“SD-Security”) services that include virtualized WAN security functions and monitoring capabilities

3rd party SDN software for the SD-WAN or SD-Security services may reside within a Customer Premise Equipment (“CPE”) hardware device or within a Virtual Machine (“VM”). SD-WAN and SD-Security services may be bundled under a single service offering with services being specific to a location on the Software-Defined Customer network.

### NETWORK AND SERVICE COMPONENTS

1. **Components.** This SLA applies only to the Software-Defined Network Services (and the underlying network components of the Software-Defined Network used solely for the purpose of providing the Software-Defined Network Services). The Software-Defined Network Services may include x86 CPE Hardware Devices, Host Servers, Routers, Switches and any other facilities that are owned and managed by Nitel for the sole purpose of delivering the Software-Defined Network Services.

2. **Network Availability.** The availability of the Software-Defined Network Service (“Network Availability”) is measured by “Network Downtime”, which exists when a Software-Defined Network location with a minimum of two (2) Nitel provided circuits is unable to transmit and receive data through the Software-Defined Network controller or director. Network Downtime is measured from the time a trouble ticket is opened by Nitel in its trouble management system to the time the Affected Service is again able to transmit and receive data. “Affected Service” means the SDN controller or director fails to meet the availability Goal.

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Network Downtime = Remedy (Credit is applied to MRC of Affected Service)*	
Nitel Provided Circuit Types	Goal
MPLS, Dedicated Internet, and/or Broadband	100%

\* Each cumulative hour of Network Downtime qualifies Customer for credit equal to:  $[1/720 \times \text{Customer Recurring Monthly Charges for applicable service(s)}]$

### 3. SLA EXCLUSIONS

The SLA provisions, measurements, and eligibility for credit shall exclude conditions wherein SDN Service performance was adversely affected by any of the following conditions:

3.1 Any cause beyond Nitel's reasonable control (force majeure events) including, but not limited to, acts of war, civil disturbances, acts of civil or military authorities or public enemies, earthquakes, hurricanes, floods, fires, storms, tornadoes, explosions, lightning, power surges or failures, fiber cuts, strikes or labor disputes.

3.2 Failures of any structures, facilities or equipment provided by the Customer or its contractors, equipment vendors, or by any carrier or service provider other than Nitel.

3.3 When Nitel and the Customer negotiate the release of the SDN Service for (1) maintenance purposes, (2) to make rearrangements or (3) to implement an order for a change in the SDN Service, a credit does not apply during the negotiated time of release.

3.4 Periods when the customer elects not to release the SDN Service to Nitel for testing and/or repair and continues to use it on an impaired basis.

3.5 Interruptions caused by the negligence of the customer.

3.6 The total credit amount of any allowances for interruptions and SLA credits applicable in a given month shall not exceed 100% of the monthly recurring charges for the Affected Service.

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#### 4. MAINTENANCE

4.1 **Network Normal Maintenance.** "Normal Maintenance" means scheduled maintenance, including but not limited to upgrades of hardware or software or upgrades to increase capacity. Normal Maintenance may temporarily degrade the quality of the Service, including possible Network Downtime. "Local Time" means the local time in the time zone in which an Affected Service is located. Nitel may change the maintenance window times upon posting to the website or other notice to Customer. Nitel will undertake Normal Maintenance during the hours and upon the prior notice time period stated below:

Region	Normal Maintenance Hours	Prior Notice
Intra U.S.	Sunday – Saturday mornings between the hours of 12:00 A.M and 6:00 A.M. local time	10 business days

4.2 **Network Emergency Maintenance.** "Emergency Maintenance" means efforts to correct network conditions that are likely to cause a material Service outage and that require immediate action. Emergency Maintenance may degrade the quality of the Service, including possible Network Downtime. Nitel may undertake Emergency Maintenance at any time Nitel deems necessary and will provide notice of Emergency Maintenance to Customers as soon as is commercially practicable under the circumstances.

#### 5. GENERAL

5.1 **Remedies.** To be eligible for credits under this SLA, Customer must: (a) enter a trouble ticket at the time the Affected Service failed to meet one or more goals by contacting the Nitel NOC via (866) 892-0915 or (312) 253-4345 or by such other means as may be specified by Nitel from time to time; (b) be current in its payment obligations under the Agreement; and (c) request credits hereunder and submit all necessary supporting documentation within 5 business days of the closure of the trouble ticket. If Customer fails to comply with the conditions set forth in this Section 5.1, Customer will be deemed to have waived its right to any credits for that month.

In order to receive credits, Customer must submit a written request for credits within 5 business days of the closure of the trouble ticket to Nitel via email to [billing@nitelusa.com](mailto:billing@nitelusa.com). If Customer is unable to submit the dispute via email, Customer should fax request to (312) 803-5549. The written request notice must include: (a) Customer's name; (b) the circuit identification number for the Affected Service; (c) the trouble ticket number issued by the Nitel NOC; and (d) the duration of the Goal failure.

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