

**NITEL SERVICE GUIDE**  
**NITEL SOFTWARE-DEFINED WIDE AREA NETWORKING**  
**(SD-WAN)**

**ATTACHMENT IDENTIFIER: SD-WAN, Version 2.0**

The following additional terms and conditions are applicable to Service Orders for the SD-WAN Services ordered under a Nitel Master Services Agreement:

**DEFINITIONS**

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the General Terms and Conditions.

**“Architectural Confirmation Document”** or **“ACD”** means a document that contains the initial configuration for the SD-WAN Services, as agreed to by Customer and Nitel.

**“Nitel Systems”** means applications, websites, computing assets, systems, databases, devices, products, or services owned or operated by or for Nitel.

**“Customer Expectations Document”** means a document created by Nitel that identifies Nitel’s and Customer’s responsibilities and obligations with respect to the delivery and support of the Services.

**“Customer Premises Equipment”** or **“CPE”** means the hardware appliance or other endpoint device installed at the Service Location. CPE constitutes Nitel Equipment.

**“Customer System”** means any of Customer’s or Customer’s subcontractor’s applications, websites, computing assets, systems, databases, devices, products, or services that process Nitel data.

**“Estimated Availability Date”** means the target Start of Service Date for the Service.

**“SD-WAN”** means Software-defined Wide Area Network.

**“SD-WAN Secure Service”** means the SD-WAN Secure Service as described in Section 1.A. of Schedule A-1.

**“SD-WAN Secure OTT Service”** means the SD-WAN Secure Over-The-Top (OTT) Service as described in Section 1.B. of Schedule A-1.

**“Service Location”** means the Customer location(s) where Nitel provides the Services.

**“Service(s)”** or **“SD-WAN Service”** for purposes of this Service Guide means the SD-WAN Secure Service and/or SD-WAN Secure OTT Service, as applicable.

**“Standalone”** means an optional configuration feature described in Section 1-A of the SD-WAN Services Service Guide.

**“Termination Charges”** means charges that may be imposed by Nitel upon early termination of a Service as set forth in the applicable Service Guide.

**“Underlay Service”** means the connectivity over which the Service operates.

**ARTICLE 1 SERVICES**

This attachment shall apply to SD-WAN Services. A further description of the Services is set forth in Schedule A-1 hereto, which is incorporated herein by reference.

**ARTICLE 2. PROVIDER**

The Services shall be provided by Nitel’s affiliate Masergy Communications, Inc. or one of its applicable operating affiliates or subsidiaries.

**ARTICLE 3. SERVICE PROVISIONING INTERVAL**

Following Customer’s acceptance of a Service Order, Nitel shall notify Customer of the Estimated Availability Date applicable to that Service Order. Nitel shall use commercially reasonable efforts to provision the Service on or about the Estimated Availability Date; provided, however, that Nitel’s failure to provision Service by said date shall not constitute a breach of the Agreement.

**ARTICLE 4. START OF SERVICE DATE**

Charges for the Services shall begin to accrue on the Start of Service Date. The Start of Service Date shall be the date Nitel informs Customer that the Service is available at a minimum of two (2) Service Locations (or one (1) Service Location, in the case of Standalone). A single Service order containing multiple Service Locations or Services may have multiple Start of Service Dates.

**ARTICLE 5. TERMINATION CHARGES**

- 5.1** The charges set forth or referenced in each Service order have been extended to Customer in reliance on the Service

Term.

## **5.2 Termination Charges.**

Notwithstanding anything to the contrary the Termination Charges for Nitel SD-WAN are here below in this Section 5.2.

- A. Subject to Sections 5.2(C) and 5.2(D), in the event that a Service is terminated following Nitel's acceptance of the applicable Service order, but prior to the Start of Service Date, Customer shall pay Termination Charges equal to one hundred and twenty percent (120%) of the costs and expenses incurred by Nitel in installing or preparing to install the Service.
- B. Subject to Sections 5.2(C) and 5.2(D), in the event that a Service is terminated on or following the Start of Service Date, but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to a percentage of the monthly recurring charges remaining for the unexpired portion of the then-current Service Term, calculated as follows:
  - i 100% of the monthly recurring charges with respect to months 1-12 of the Service Term; plus
  - ii 80% of the monthly recurring charges with respect to months 13-24 of the Service Term; plus
  - iii 65% of the monthly recurring charges with respect to months 25 through the end of the Service Term.

Termination Charges shall be immediately due and payable upon cancellation or termination, and shall be in addition to any and all accrued and unpaid charges for the Service rendered by Nitel through the date of such cancellation or termination.

- C. **Exclusions.** Termination Charges shall not apply to Service(s) terminated by Customer as a result of Nitel's material and uncured breach in accordance with the General Terms and Conditions.
- D. Customer acknowledges and agrees that termination of the Nitel-provided Underlay Service shall constitute a termination of the Services and Customer shall pay Termination Charges with respect to the Services as provided herein; provided, that, if Customer terminated such Underlay Service as a result of Nitel's material and uncured breach in accordance with the General Terms and Conditions applicable hereto, then Customer will not be obliged to pay Termination Charges with respect to the Service.

## **ARTICLE 6. SD-WAN CUSTOMER PORTAL**

Nitel provides Customer with access to a password-protected web portal ("**Portal**") for the purpose of accessing information regarding Customer's Service. The Portal also provides a view of certain network-related data, subject to the availability of the Service.

## **ARTICLE 7. TECHNICAL SPECIFICATIONS: SERVICE LEVEL AGREEMENT**

The technical specifications applicable to the Services are set forth in Schedule A-1 hereto. The service level agreement ("SLA") applicable to the Services is set forth in Schedule A-2 hereto. Nitel strives to achieve all service levels from the start of the Service Order. However, Nitel is contractually relieved of the SLA set forth in Schedule A-2 and any service level requirements specified in Service Orders for the first ninety (90) days immediately following the Start of Service Date at any Service Location. Any remedies, including Service Credits (as defined in Schedule A-2), set forth in Schedule A-2 and, where applicable, in any Service Order shall be the Customer's sole and exclusive remedy for any failure to meet the specified service levels.

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**(SD-WAN)**

**SCHEDULE A-1**  
**SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS**

The Services will be provided in accordance with the service descriptions and technical specifications set forth below:

**1. Service Descriptions**

- A. **SD-WAN Secure Service (Fortinet).** SD-WAN Secure Service is a wide area network (“WAN”) solution built on a secure access service edge framework. The SD-WAN Secure Service provides organizations end-to-end WAN connectivity for Service Locations creating an encrypted overlay network to Customer’s Underlay Service, regardless of whether such Underlay Service is provided by Nitel or a third party. SD-WAN Secure Service enables network abstraction and the separation of the control plane and data plane. The following features are also included with SD-WAN Secure Service:
- i. SD-WAN Secure Service is agnostic as to WAN transport technologies.
  - ii. Automatic and dynamic routing and load balancing of application traffic across multiple WAN connections based on business and application policies set by Customer.
  - iii. SD-WAN Secure Service assists with the management, configuration, and orchestration of WANs.
  - iv. SD-WAN Secure Service provides secure VPNs and has the ability to integrate additional network services and offload Internet-destined traffic closer to the edge of the network.
  - v. SD-WAN Secure Service monitors the CPE and circuits for “up/down” status, and alerts Customers based on configuration.
  - vi. 24x7x365 phone support.
  - vii. Access to the Portal, which provides analytics that show the performance and utilization of Customer’s network applications and elements.
  - viii. Secure connectivity to Nitel’s high-performance global network backbone.
  - ix. Built-in security functions, including Layer 4 Stateful Firewall, SSL VPN, and IPsec VPN.
- B. **SD-WAN Secure OTT Service (Fortinet) or SD-WAN Meraki.** The SD-WAN Secure OTT Service includes all features of the SD-WAN Secure Service, except for the secure connectivity to Nitel’s high performance global network backbone. The Service may be configured as Standalone. Standalone is an optional configuration feature that enables the SD-WAN Service to be provisioned, with or without the need for Service Location-to-Service Location or IPSec Tunnels to third party peer topologies (as described in Section 4(C) below).

The following services may be purchased under a Service order as add-on services to an SD-WAN Service and are subject to additional fees and the terms of the Service Guide(s) governing such services:

- 1. Masergy Unified Threat Management (UTM); and
- 2. Masergy Threat Monitoring and Response Services (TMR).

**2. Service Requirements**

In order to provide the Services to a Customer Service Location, such Service Location must have Internet connectivity. The connectivity may be pre-existing or ordered in conjunction with the Services. Nitel supports the Services over Nitel EDI Service, Nitel Business Internet Service, Nitel Business Managed LEO or Underlay Services provided by a third-party service provider. The connectivity type may impact overall speed and performance. If the underlying connectivity is terminated at a Service Location or unavailable for any reason at any time, the Services at such Service Location will be inoperable.

**3. SD-WAN Service Technical Specifications**

- A. **Underlay Connectivity.** This Service leverages the public Internet (Nitel on-net Layer 3 internet access services over fiber and DOCSIS, Nitel provided off-net Layer 3 internet access, or third-party-provided internet access, or LTE provided by Nitel or a third party).

- B. **Hybrid WAN Connectivity.** This Service is compatible with most industry standard third-party Layer 3 IP technology (*e.g.*, IP VPN and MPLS) which can serve as additional underlay to the public Internet.
- C. **SD-WAN Overlay.** This Service uses Underlay Service access to establish IPSec VPN tunnels using AES-256 or AES-128 encryption between Nitel-provided CPEs as well as to provide control plane access from the CPE to the SD-WAN controller. The SD-WAN software steers application traffic real time based on business policy rules provided by Customer.**SD-WAN CPE.** Nitel will provide a robust and flexible CPE sized for Customer requirements as determined by Nitel.
- D. **Local Internet Breakout.** Nitel can configure a local Internet breakout at each Service Location with the purpose of routing traffic directly to the Internet as needed. Local Internet breakout is not a connectivity service and is solely a route configuration inside the CPE to allow local hosts to bypass the VPN tunnel and access the internet using the local underlay directly.
- E. **Service Orchestration.** Provisioning and configuration of connectivity, routing policies, security, and application aware traffic steering is provided through a centralized, geo-redundant orchestration plane that is logically segregated per Customer. Connectivity to the orchestration layer occurs through encrypted tunnels across the public Internet.
- F. **Digital Experience.** Service visibility, control, and reporting is provided via Nitel's Portal.
- G. **Dynamic WAN Utilization.** The Service automatically selects the best available WAN connection based on a combination of traffic flows and application policies that have been defined by Nitel and the Customer in the ACD. For Standalone, the Customers may prioritize certain applications and/or application groups to be re-routed in the event the primary route is unavailable; however, certain features of Dynamic WAN utilization are not available for Standalone.
- H. **High Availability (HA).** High Availability is an optional price-impacting SD-WAN Service feature that enhances resiliency by eliminating the single point of failure at the hardware level. Two (2) CPEs are placed at the Service Location, both connected to the network and functioning in Active/Active mode or active/standby mode.
- I. **IPSec Tunnels to Third Party Peers.** An optional SD-WAN Service feature that allows Customer to establish IPSec tunnels between Customer Systems and up to three (3) third-party peers' networks, applications, software-as-a-service solutions, or other business-to-business services not provided by Nitel ("**Third-Party System(s)**"), provided such Third-Party System supports policy-based VPN. Use of Third-Party Systems is subject to Customer's agreement with the relevant provider and not the Agreement. Further to the limitations of liability set forth in Section 5.1(C) of the General Terms and Conditions, Nitel does not control, and has no liability for, how Third-Party Systems or their providers use Customer's data or for any claim related to connecting Customer Systems to a Third-Party System via the Services, even where Nitel supports Customer in configuring IPSec tunnel(s). It is entirely within Nitel's discretion as to whether Nitel will provide support for IPSec tunnel configuration.

#### 4. **Service Delivery and Service Management**

- A. **Kick-off Call:** Nitel will sponsor a kick-off call with Customer to explain the Service delivery process and Nitel and Customer will review the Customer Expectations Document.
- B. **Technical Interview:** Nitel will engage Customer in one or more interviews related to Customer's network design initiatives. Nitel will document the technical information discovered through the interview process in an Architectural Confirmation Document and Customer will review and confirm that the ACD is correct.
- C. **Managed Install, Test, and Turn-up:** When Nitel installs the SD-WAN equipment, the configuration created for Customer will be loaded onto the SD-WAN equipment and Nitel will test the Service.
- D. **Network Monitoring and Management:** On and after the Service Commencement Date, Nitel will monitor the SD-WAN Secure Service on a 24x7x365 basis and pull alarms from the equipment related to the availability of the Services. Nitel will send an alert to Customer for specific, Service-impacting alarms. After receiving such an alarm, Nitel will open an internal ticket and begin to troubleshoot the issue.
- E. **On-Going Solution Support:**
  - i. **Configuration Changes.** Nitel will support Customer-requested configuration changes, in accordance with Nitel's then-current configuration change policy (the "**Configuration Change Policy**"). Upon request, Nitel shall provide Customer with its then current Configuration Change Policy. Any moves, additions, changes, or deletions to the Services shall be requested over the phone. This includes any changes to the Service configuration as initially outlined in the ACD. Nitel

endeavors to meet the following configuration change response objectives:

| SD-WAN SERVICE              |           |
|-----------------------------|-----------|
| Category                    | Objective |
| Simple Configuration Change | 24 hours  |

“**Simple Configuration Change**” means changes such as firewall updates, traffic steering policies, quality of service changes, adding and removing IP addresses, and NAT and PAT changes.

“**Complex Configuration Change**” means changes such as WAN/LAN reconfiguration, DHCP scope changes, DNS changes, and changes to routing policies. “**LAN**” means local area network.

- ii. **Software Updates and Security Patches.** If a Nitel vendor develops software updates and/or security patches for such vendor’s equipment which Nitel uses to provide the Services, Nitel will upload such software updates and/or security patches to the applicable equipment to the extent Nitel determines, in its sole discretion, that such software updates and/or security patches are necessary. Updates or patches that are viewed as critical may require immediate action with a maintenance window. For the avoidance of doubt, Nitel shall have no obligation to develop software updates or security patches and its only obligation under this paragraph is to install updates and security patches developed by its applicable vendors to the extent Nitel determines, in its sole discretion, that such software updates and/or security patches are necessary.
- iii. **Technical Support.** Nitel provides Customers a toll-free trouble reporting telephone number that operates on a 24x7x365 basis. Nitel provides technical support for Service- related inquiries. Technical support will not offer consulting or advice on issues relating to non-Nitel Equipment.
- iv. **Escalation.** Reported troubles are escalated in accordance with Nitel’s standard escalation procedure.
- v. **Maintenance.** Nitel’s standard maintenance window is Sunday to Saturday from 12:00am to 6:00am local time. Scheduled maintenance is performed during the maintenance window and will be coordinated between Nitel and the Customer. Nitel provides a minimum of forty-eight (48) hours’ notice for non-service impacting scheduled maintenance. Nitel provides a minimum of seven (7) days’ notice for service impacting planned maintenance. For Standalone Service, Nitel will use best efforts to provide notice prior to performing maintenance. Emergency maintenance is performed as needed.

## 5. Security Monitoring and Mitigation

For the Services, Nitel monitors the equipment. **NITEL DOES NOT PROVIDE MONITORING OF SECURITY EVENTS, ANY SECURITY EVENT MITIGATION, OR ADVICE REGARDING SECURITY ISSUES OR THREATS.** Upon request by Customer, Nitel will modify the configuration of the Services in accordance with specifications provided by Customer to attempt to mitigate security events and security threats identified by Customer. Nitel’s sole obligation is to implement the configuration settings requested by Customer. This Service is provided on a commercially reasonable efforts basis only and Nitel makes no guarantees with respect to the detection or blocking of viruses/worm/malware or any other types of attacks and is not responsible for any such malicious data that may be transmitted over the provided network.

## 6. Additional Terms for Cisco Products

The Service is subject to the then-current, additional terms and consents for Cisco Products located at <https://business.comcast.com/enterprise/terms-conditions> (“Additional Terms for Cisco Products”).

## 7. Customer Responsibilities

In addition to the responsibilities and obligations identified in the Customer Expectations Document, Customer shall have the following responsibilities related to the installation, support, and maintenance of the Service:

- A. Provide an operating environment with temperatures not below fifty-five (55) or above eighty-five (85) degrees Fahrenheit. Humidity shall not exceed ninety (90) percent at eighty-five (85) degrees Fahrenheit.
- B. Provide secure space sufficient for access to one (1) standard, freestanding equipment cabinet at each of the Customer facilities, no farther than fifty (50) feet from the Customer router or switch interface.

- C. Provide power, including UPS AC power equipment, circuit sizing to be determined, if applicable.
- D. Provide emergency local generator backup service, if applicable.
- E. Provide access to the buildings and point of demarcation at each Customer Service Location to allow Nitel and its approved contractors to install CPE. Provide access to each location for regular (8am - 5pm) and emergency (24 hour) service and maintenance of Nitel's equipment and facilities.
- F. If interfacing with a third-party IP service, provide, install and maintain a device that is capable of routing network traffic between the Service and the Customer's WAN.
- G. Customer must provide a point of contact ("**POC**") for installation, service activation, notices for Service Outages, and any maintenance activities.
- H. Customer must approve the final ACD prior to installation of the Services.
- I. Customer must ensure that any Customer-provided or existing Underlay Service is installed and operational prior to installation of the Services.
- J. The demarcation point of the SD-WAN Service is the CPE. Customer shall have sole responsibility for installing, configuring, providing and maintaining all Customer LAN equipment.
- K. IPSEC Tunnels to Third-Party Peers:
  - Customer is solely responsible for establishing IPsec tunnel connectivity to third parties. Nitel will not assist or engage with third-party peers. Customer must provide all third-party technical information required for establishing IPsec tunnel connectivity, and ensure that the Proxy-ID is identically configured for both Customer's and the third-party peer's network.
  - Customer must establish and maintain all required accounts and infrastructure with the applicable third-party peer prior to any technical discussions with the Engineer or Solutions Architect.
  - If Customer receives any infringement notices related to its use of Third-Party System(s), it must promptly: (a) stop using the related item with the Service; and (b) notify Nitel.

**NITEL ENTERPRISE SERVICE  
GUIDE  
SOFTWARE-DEFINED WIDE AREA NETWORKING  
(SD-WAN)**

**SCHEDULE A-2  
SERVICE LEVEL AGREEMENTS AND OBJECTIVES**

Notwithstanding anything to the contrary contained in the Agreement, the following service level agreements and objectives apply to Nitel SD-WAN.

**1. Definitions:**

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Masergy SD-WAN Services Service Guide or the General Terms and Conditions.

**“Emergency Maintenance”** means efforts to correct network conditions that Nitel believes or determines are likely to lead to a material disruption in Service. Emergency Maintenance may temporarily degrade the quality of the Service or cause temporary outages. Nitel reserves the right to undertake Emergency Maintenance at any time Nitel deems necessary to protect and preserve the Network or the Service.

**“Scheduled Maintenance”** means upgrades, modifications or other maintenance events related to any Nitel Equipment or any of the Network equipment’s hardware and/or software, including, without limitation any local exchange carrier equipment. Scheduled Maintenance may temporarily degrade the quality of the Service or cause temporary outages. Scheduled Maintenance events shall not give rise to Service Credits under this SLA and shall not be deemed a Service Outage. Nitel will give Customer at least seven (7) days’ prior notice of any Scheduled Maintenance event.

**“SD-WAN Secure (HA) Site” or “SD-WAN Secure OTT (HA) Site” or “SD-WAN Meraki (HA) Site”** means a Service Location where the following conditions are met:

- The Service Location has SD-WAN Secure Service with the High Availability feature.
- The Service Location maintains Site Diversity.

**“SD-WAN Secure (non-HA) Site” or “SD-WAN Secure OTT (non-HA) Site” or “SD-WAN Meraki (HA) Site”** means a Service Location where the following conditions are met:

- The Service Location has SD-WAN Secure Service without the High Availability feature.
- The Service Location maintains Site Diversity.

**“Service Availability”** means the percentage of time in a calendar month that the Service is available at a given Service Location to transmit and receive data. The Service is considered available whether data is passing through the primary connection or through a backup connection at a given Service Location. Service Availability percentage is calculated as follows:  $A/M * 100$ , where A is the total number of minutes the Service was available at a given Service Location to transmit and receive data during the calendar month and M is the total number of minutes in the calendar month.

**“Service Availability Objective(s)”** means the percentage of time in any given calendar month that the Service is intended to be available at a given Service Location to transmit and receive data, as set forth in Section 2 below.

**“Service Credit”** means a proportion of the monthly recurring charges (attributable to a certain number of days) specific to the affected Service Location for the portion of the Service experiencing a Service Availability Objective failure as a result of a Service Outage, credited to Customer against the applicable monthly invoice. For clarity, “one days’ Service Credit” is calculated as the monthly recurring charge specific to the affected Service Location for the affected Service, divided by thirty (30) days.

**“Service Outage”** means, subject to the exclusions set forth in Section 3 (Service Credits; Exceptions), the complete unavailability of the Service at a Service Location.

**“Site Diversity”** means a Service Location maintains carrier diverse network access provided by Nitel.

**2. SD-WAN Service Level Agreement (SLA)**

The Service Credit allowance available to Customer shall be limited to the amounts set forth in this Section. In the event Nitel fails to meet

the Service Availability Objectives set forth below due to Service Outages, Customer is eligible to receive Service Credits equal to two (2) days of the affected Service Location's monthly recurring charge (i.e. 2/30 of the monthly recurring charges) associated with the impacted portion of the Service, and an additional two (2) days' Service Credit for each cumulative hour thereafter that such Service Outage



continues during the month in which the Service Availability Objective is not met due to a Service Outage, not to exceed fifty percent (50%) of the total monthly recurring charge associated with the impacted portion of the Service for the affected Service Location. Service Outages and failures to meet Service Availability Objectives will not be aggregated for purposes of determining credit allowances. To qualify, Customer must request the Service Credit from Nitel within thirty (30) calendar days of the failure to meet the Service Availability Objective due to a Service Outage. Customer will not be entitled to any additional Service Credits for Service Outages or failure to meet the Service Availability Objective.

| Product Criteria  | Region | Service Availability Objective |
|---|--------|--------------------------------|
| SD-WAN Secure (HA) Site<br>SD-WAN Secure OTT (HA) Site<br>SD-WAN Meraki (HA) Site | All    | 100%                           |

| Product Criteria  | Region  | Service Availability Objective |
|---|---|--------------------------------|
| SD-WAN Secure (non-HA) Site<br>SD-WAN Secure OTT (non-HA) Site<br>SD-WAN Meraki (non-HA) Site | Contiguous United States, Alaska, Hawaii and Canada | 99.99%                         |

### 3. Service Credits; Exceptions

- A. The following applies to all types of Service Credits under this SLA:
- The measurement of Service Availability Objectives will be based on Nitel's own measurements utilizing the Nitel ticketing system and other applicable measurement tools.
  - If a Service Outage affects the performance of a Service resulting in Nitel's failure to meet multiple Service Availability Objectives under this SLA, a Service Credit will be applied only for the single Service Availability Objective failure that results in the highest Service Credit.
  - Customer is not eligible for Service Credits if Customer is not in good standing with Nitel and/or not current in its obligations (including, without limitation, any payment obligations) under the Agreement.
  - Service Credits are not available for beta, pilot, or trial services.
  - For purposes of calculating Service Credits, the monthly recurring charges on which the Service Credits are based shall not include usage charges, governmental fees, taxes, surcharges or similar charges.
  - For clarity and avoidance of doubt, the Service Credits shall be calculated based only on the monthly recurring charges associated with the impacted portion of the Service for the specific Service Location(s) for which the Service Availability Objective was missed due to a Service Outage.
- B. A Service Outage shall not include any unavailability, outage, disruption, or degradation that is caused by or otherwise attributable to any of the following, and Nitel shall have no liability for such unavailability, outage, disruption, or degradation in the form of Service Credits or otherwise.
- Any act, omission or delay of Customer, its contractors, suppliers, or otherwise attributable to Customer.
  - Interruptions or outages caused by the failure of power, equipment, services or systems not provided by Nitel.
  - Customer's failure to release the affected Services for testing or repair and/or continued use of the Service on an impaired basis.
  - Any outage or interruption at a Service Location connected by only one (1) active access loop.

- v. Events of force majeure.
- vi. Scheduled Maintenance.
- vii. Emergency Maintenance.
- viii. Systemic Internet issues.
- ix. Failures attributable to Customer's bandwidth restrictions.
- x. Outdated, incomplete or inaccurate POC information.
- xi. Any event or occurrence that results in "No Trouble Found" resolution to trouble tickets.
- xii. Trouble tickets associated with new installations, including, but not limited to, when end users are being added at a Service Location, or when a new device is being provided to an existing end user.
- xiii. Any Service Outage for which Customer may have previously obtained credit or compensation outside of the terms of this SLA.
- xiv. Customer-Provided Equipment, Customer-provided Internet services or connectivity, or Customer-provided power.
- xv. Any third party not contracted through Nitel, including, without limitation, Customer's users and third-party network providers.

#### **4. Eligibility for Credit Allowances**

In order to be eligible for Credits, each Service Location must have at least two primary WAN interfaces from at least two Underlay Services providers; each Underlay must have a minimum bandwidth of 5 Mbps.

#### **5. Emergency Blocking**

The parties agree that if either party hereto, in its reasonable sole discretion, determines that an emergency action is necessary to protect its own network, the party may, after engaging in reasonable and good faith efforts to notify the other party of the need to block, block any transmission path over its network by the other party where transmissions do not meet material standard industry requirements. The parties further agree that none of their respective obligations to one another under the Agreement will be affected by any such blockage except that the party affected by such blockage will be relieved of all obligations to make payments for charges relating to the circuit(s) which is so blocked and that no party will have any obligation to the other party for any claim, judgment, or liability resulting from such blockage.

#### **6. Remedy Processes**

To request a Service Credit, Customer must, within thirty (30) calendar days of the end of the month in which the failure to meet the Service Availability Objective giving rise to the Service Credit occurred, open a trouble ticket via Nitel's Portal, or submit a claim via email sent to the address designated by Nitel. Nitel will acknowledge and review all claims promptly and will inform Customer by electronic mail or other correspondence whether a Service Credit will be issued or the claim rejected, with the reasons specified for the rejection.

#### **7. Eligibility for Service Credit Allowances**

In order to be eligible for Service Credits, the applicable Service Location must have: (A) Site Diversity, and (B) SD-WAN Service with a minimum Service Term of one (1) year, and (C) had the SD-WAN Secure Service activated and placed under monitoring by the Nitel Network Operations Center for at least thirty (30) days prior to the occurrence of the Service Outage giving rise to failure to meet the Service Availability Objective.

**8. Other Limitations**

The remedies set forth in this Service Level Agreement shall be Customer's sole and exclusive remedies for any Service Outage, outage, unavailability, delay, or other degradation, or any Nitel failure to meet the service objectives.