

Service Level Agreement – Exhibit C

Our Service Level Agreement (“SLA”) governs the use of all products and services (collectively referred to as the “Services”) offered and provided to the Customer. This SLA outlines our commitment to customer satisfaction, sets out the expectations that we will uphold when offering the Services to Customers, and is designed to assure the Customer of high quality Service and maximum uptime.

DEFINITIONS

In this SLA, the following terms and acronyms shall have the meanings set out herein. All other capitalized terms used herein and not defined shall have the meanings ascribed to them in the Master Services Agreement.

“**Accuracy**” means the annual percentage of Trouble Tickets that have met the MTTR targets. Accuracy shall be measured monthly and determined at the end of the calendar year based on the average of the monthly measurements during that calendar year.

“**Availability**” means the average percentage of time that a Service is available and shall be calculated and reported as follows:

$$\frac{\text{Total hours in the applicable calendar month} - \text{Total hours of Service impact for the applicable calendar month}}{\text{Total hours in the applicable calendar month}}$$

“**Emergency Maintenance**” means configuration changes, upgrades/downgrades or network maintenance that are deemed critical to the stability of network, equipment and premises in order to provide Services to the Customer.

“**LAN**” means local area network.

“**Latency**” means the time of an average round-trip transmission between internet gateway router and the Customer’s access point (hub site) and shall be measured by averaging sample measurements taken during a calendar month by NOC.

“**MCR**” means the monthly recurring charge for the Services provided to the Customer.

“**MTTR**” or “**Mean Time to Resolution**” refers to mean time required to resolve Service Interruption(s), each ‘time to resolve a Service Interruption’ is calculated when the Customer first makes direct contact to NOC, reporting a service impact, and ends when the Service becomes available again, subject to us having prompt access to its equipment in Customer’s location and subject to the following **Exceptions**: inclement weather, third party vendor service level agreements, maintenance or emergency restoration activity or inter-carrier outages, crane & rigging requirements, Customer must be able to test at demarcation, packet loss percentage to be calculated across the backbone, access to Customer premises must be available, remote markets requiring Field Service Operations (FSO) more than 1 hour of travel time, and degradations requiring channel changes during the Maintenance Window.

“**MTBSU**” means Mean Time between Status Updates

“**Maintenance Window**” means the hours between 23:00 to 06:00 (Customer’s local time) to perform scheduled system maintenance, backup and upgrade functions for the network, premises and Equipment.

“**NOC**” means Network and Support Operating Centre.

“**Permanent Resolution**” means the action(s) to prevent the reoccurrence of a problem or any underlying causes of a Service Interruption. When the Permanent Resolution is implemented, the network is restored to the state it was in before the problem occurred.

“**Power Unavailability**” consists of the number of minutes that AC power was not available at the Customer's Colocation Space to the primary outlet or redundant outlet at the same time and excludes outages caused by Scheduled Maintenance, Emergency Maintenance, unavailability arising directly or indirectly from any Customer circuits or equipment, Customer's applications or equipment, acts or omissions of Customer, or any use or User of the Service authorized by Customer, or Force Majeure. Outages will be counted as Power Unavailability only if Customer opens a ticket requesting an SLA investigation with NOC within ten (10) days of the alleged outage.

“**Service Interruption**” has occurred when a Customer reports that they have no access or degraded access to Services. Service Interruption shall not include (a) Scheduled or Emergency Maintenance, (b) interruption resulting from any acts or omissions of the Customer, Users or other third parties, or (c) interruption resulting from problems related to a Force Majeure Event or otherwise outside of control and responsibility, including but not limited to problems related to the Customer's LAN, Customer's Equipment or any failure caused by power outages, problems in the Customer's location, denial of service attacks, or outages or problems occurring outside of the network.

SEVERITY LEVEL CLASSIFICATION

Upon notification to a NOC by the Customer, Service Interruptions and/or Service requests are recorded by the NOC through the ticketing system (a “**Trouble Ticket**”) and are evaluated by level of severity. There are three (3) levels of severity by which Customer problems are recorded and prioritized:

SEVERITY LEVEL

High
<ul style="list-style-type: none">• Service is completely or “hard” down.• There are either no possible workarounds.• The complete system, network element (NE), core network or circuit failure has resulted in 100% traffic failure & manual intervention is required to restore traffic.• A major disturbance in infrastructure (including compute, storage, or network) resulting in a capacity decrease of greater than 30% of the entire infrastructure or an NE.• An unplanned interruption to a shared customer infrastructure or service with potential to affect multiple customers or multiple accounts for a single customer.
Medium
<ul style="list-style-type: none">• Services are still running, but with degraded traffic or performance.• There are possible and acceptable workarounds that will have little to no impact on the services to End-User.• Operation of a supplier provided Service is severely degraded, or significant aspects of the Customer's business operation are being negatively impacted by unacceptable performance.• Severe problems or degradations affecting a specific area of functionality, but not the whole infrastructure and underlying systems.• Any situation that may result in a High severity if unresolved or situations in which any additional failure will result to a High severity.• Major problems or degradation that affect the Equipment in a network and require immediate action.• Loss of redundancy where there is no alternative to the single point of failure.
Low
<ul style="list-style-type: none">• General consultation and minor problems that have a minor effect on the functionality of the network.• Faults that do not disturb traffic or cause any loss of service.• Customer initiated change control or time sensitive service request.

SERVICE COMMITMENT AND MEAN TIME TO RESOLUTION

General. Services are available 24 hours per day, 7 days per week, except during Scheduled and Emergency Maintenance periods. The Services monitored and managed from the NOC to ensure a monthly committed level of Availability of 99.9% without service interruption. In addition, network latency is estimated not to exceed more than 40 milliseconds.

NOC Contact Information.

1. In the unlikely event of an Access, Voice, Datacenter Service Interruption, Customers may report the Service Interruption by contacting the NOC 24 hours per day, 7 days per week. The telephone number for the NOC is 1-866-TeraGo-2 (1-866-837-2462) and the email address is noc@terago.ca. When contacting NOC, the Customer will be asked to provide their enterprise (or company) name, department name, location of the problem or Service Interruption and a detailed description of the problem or Service Interruption.
2. In the unlikely event of a Cloud Service interruption, Customers may report the Service Interruption by contacting NOC, 24 hours per day, 7 days per week. The telephone number for the NOC is 1-866-468-1151, <https://support.rackforce.com>, and the email address is supportdept@rackforce.com. When contacting NOC, the Customer will be asked to provide a ticket number to their corresponding problem, if no ticket number is known the customer must provide a customer number that is associated with their service.

Availability Commitments and MTTR. Each of the Services are subject to the availability commitments and the MTTR as set out in the attached Schedule A. In the event of a conflict in the Availability commitments and MTTR between two or more Services that a Customer has, the more favourable availability commitments and MTTR to the Customer shall prevail, and a Customer shall only be entitled to Service Level Credits (as defined herein) provided for under such schedule.

Scheduled Maintenance and Emergency Maintenance. We conduct routine maintenance of our networks, premises and equipment, most of which do not require any downtime for Customers. Planned downtimes occur on a scheduled basis between the hours of 23:00 to 06:00 (Customer's local time, the "**Maintenance Window**"), to perform system maintenance, backup and upgrade functions, and on premises Equipment ("**Scheduled Maintenance**"). We will notify the Customer via email of any Scheduled Maintenance at least two (2) weeks prior to the Scheduled Maintenance.

MAINTENANCE WINDOWS

Description

We endeavor to perform scheduled maintenance in a concurrent manner, to reduce impact to availability of Services, however, customers must plan for disruption to Services during Maintenance Windows and take necessary steps to ensure protection of their systems and data.

Scheduled Monthly Maintenance

In addition to the "Maintenance Window" described above, a Scheduled Monthly Maintenance may take place on the second Saturday of each month beginning at 7pm Pacific Time, for duration of 4 hours. We will provide a minimum of 2 weeks' notice before a Monthly Scheduled Maintenance.

We will not perform Scheduled Maintenance in numerous Cloud Service facilities on the same weekend.

Emergency Repairs

We reserve the right to perform emergency repairs as needed. Emergency repairs are corrective actions required to resolve a severe failure in Base Components which may result in loss of redundancy of Base Components. Failure to

perform emergency repairs in a timely manner may impact availability of Services. In any such circumstances, we will use commercially reasonable measures to notify Customer in advance. Emergency repairs may cause interruption to Services.

NOTIFICATION BY CUSTOMER

At the time the Customer believes that an SLA Event has occurred, the Customer should, in accordance with the method of contact recommended and communicated to the Customer by an account representative pursuant to operational procedures or datacenter rules and guidelines, contact us and confirm that a trouble ticket specific to the event has been opened. Once a ticket has been opened, we will initiate diagnostic testing and trouble isolation to determine the nature of the service quality or availability event. If the trouble is diagnosed as one that may be within the scope of an SLA Event, responsibility and management of the trouble ticket will be assumed by us. Any necessary follow-up is the joint responsibility of the Customer and us. No service credits can be extended unless a trouble ticket has been opened in accordance with operational procedures and or datacenter rules and guidelines as then currently in effect. In addition, the Customer must formally request a service credit within seven (7) days of an eligible SLA Event if the Customer believes a service credit is due.

SERVICE LEVEL CREDITS

In the event a Customer has reported Service Interruption to our NOC and i) we will investigate and verify the Service Interruption; ii) It has not been able to meet the MTTR; and iii) the Customer qualifies for a credit payout (“**Service Level Credit**”) as set out above for the applicable Service, then we will apply such credit to the Customer’s account against the next invoice. In order to receive a Service Level Credit for a Service Interruption, Customer must have reported the Service Interruption to the NOC, have a valid ticket and must notify us of its claim for the credit by sending an email to billing@terago.ca within sixty (60) days of the Service Interruption for which the credit is claimed.

Service Level Credits shall only be made in respect of the fees payable for the affected Service for the month in which the reported Service Interruption occurred. The amount of Service Level Credits in respect of a given month shall not exceed the fees paid by the Customer in respect of the affected Service for that month.

A Customer’s sole remedy for breach of the Service Availability Commitment set out herein is through Service Level Credits. To see a full list of credits for our service please review SCHEDULE A-1 to A-8 further down this document.

REVISIONS TO THIS SERVICE LEVEL AGREEMENT

We reserve the right to revise, amend or modify its SLA from time to time at its sole discretion. The Customer acknowledges having read and accepted this SLA prior to executing the Master Services Agreement (MSA) and any applicable Order Form.

SCHEDULE A-1 WIRELESS ACCESS - UNLICENSED

Wireless Access - Unlicensed																			
Severity	Impact	Response Time	Availability	Resolution (MTTR)	Permanent Resolution	Accuracy	Credit Payout (Monthly)												
High (Severity 1)	<ul style="list-style-type: none">• Hard Down• Core Network Failure (75+ Clients impacted)• Slow speed: > 70% impact on contract speed.• Packet Loss > 10% Access, 5% Voice• Intermittent link drop: Frequency of drops >4 /hr• Exception: Channel change me require 24ht MTTR	15m	99.9%	4hr Exception: Chanel change may require 24hr MTTR	15-30 days	90%	Based on MTTR: <table><tr><th><u>Timing</u></th><th><u>Credit Payout</u></th></tr><tr><td>0-4hr</td><td>\$0 of MRC</td></tr><tr><td>4-7hr</td><td>10%</td></tr><tr><td>7-12hr</td><td>25%</td></tr><tr><td>12-24hr</td><td>50%</td></tr><tr><td>+ 24hr</td><td>100%</td></tr></table> Service/Goodwill credits available on a per case basis, not to exceed MRC	<u>Timing</u>	<u>Credit Payout</u>	0-4hr	\$0 of MRC	4-7hr	10%	7-12hr	25%	12-24hr	50%	+ 24hr	100%
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7-12hr	25%																		
12-24hr	50%																		
+ 24hr	100%																		
Medium (Severity 2)	<ul style="list-style-type: none">• Core Network Failure (2-74 Clients impacted)• Slow speed: 0-70% impact on contract speed.• Packet Loss 0-10% Access, 0-5% Voice• Intermittent link drop: Frequency of drops >1-4 /hr	1hr	24hr	15-30 days	90%	Service/Goodwill credits available on a per case basis, not to exceed MRC													
Low	<ul style="list-style-type: none">• Feature issue• Mail issue• DNS Request• White list	24hr	< 96hr	15-30 days	90%	N/A													

SCHEDULE A-2 WIRELESS ACCESS - LICENSED

Wireless Access - Licensed																			
Severity	Impact	Response Time	Availability	Resolution (MTTR)	Permanent Resolution	Accuracy	Credit Payout (Monthly)												
High (Severity 1)	<ul style="list-style-type: none">• Hard Down• Core Network Failure (75+ Clients impacted)• Slow speed: > 70% impact on contract speed.• Packet Loss > 10% Access, 5% Voice• Intermittent link drop: Frequency of drops >4 /hr• Exception: Channel change me require 24ht MTTR	15m	99.9%	4hr Exception: Chanel change may require 24hr MTTR	15-30 days	90%	Based on MTTR: <table><tr><th><u>Timing</u></th><th><u>Credit Payout</u></th></tr><tr><td>0-4hr</td><td>\$0 of MRC</td></tr><tr><td>4-7hr</td><td>10%</td></tr><tr><td>7-12hr</td><td>25%</td></tr><tr><td>12-24hr</td><td>50%</td></tr><tr><td>+ 24hr</td><td>100%</td></tr></table> Service/Goodwill credits available on a per case basis, not to exceed MRC	<u>Timing</u>	<u>Credit Payout</u>	0-4hr	\$0 of MRC	4-7hr	10%	7-12hr	25%	12-24hr	50%	+ 24hr	100%
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Low	<ul style="list-style-type: none">• Feature issue• Mail issue• DNS Request• White list	24hr	< 96hr	15-30 days	90%	N/A													

SCHEDULE A-3 FIBER

Fiber																										
Severity	Impact	Response Time	Availability	Latency	Resolution (MTTR)	Permanent Resolution	Accuracy	Credit Payout (Monthly)																		
High (Severity 1)	<ul style="list-style-type: none">Services are unavailableCritical circuit(s) down	15m	99.9%	N/A	4hr	N/A	N/A	Availability 99.9% <table><tr><th>Objective</th><th>Duration (m)</th><th>Payout</th></tr><tr><td>99.9-99.83%</td><td>44-74</td><td>3.3% of MRC</td></tr><tr><td>99.83-99.76%</td><td>74-104</td><td>6.6%</td></tr><tr><td>99.76-99.69%</td><td>104-134</td><td>9.9%</td></tr><tr><td>99.96-99.63%</td><td>134-164</td><td>13.2%</td></tr><tr><td>99.63-99.56%</td><td>164-194</td><td>16.5%</td></tr></table>	Objective	Duration (m)	Payout	99.9-99.83%	44-74	3.3% of MRC	99.83-99.76%	74-104	6.6%	99.76-99.69%	104-134	9.9%	99.96-99.63%	134-164	13.2%	99.63-99.56%	164-194	16.5%
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Medium (Severity 2)	<ul style="list-style-type: none">Services are available but functioning improperly or at a degraded state of performance.	1hr	N/A	N/A	N/A	N/A																				
Low	<ul style="list-style-type: none">Services are accessible and are functioning properly, but customer requires information or assistance of some kind or desires scheduled maintenance.	24hr			N/A	N/A	N/A	Latency: < 40ms <table><tr><th>Timing</th><th>Credit Payout</th></tr><tr><td>> 40 ms/24hrs</td><td>1/30th of MRC</td></tr></table>	Timing	Credit Payout	> 40 ms/24hrs	1/30 th of MRC														
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SCHEDULE A-4 DSL

DSL																										
Severity	Impact	Response Time	Availability	Latency	Resolution (MTTR)	Permanent Resolution	Accuracy	Credit Payout (Monthly)																		
High (Severity 1)	<ul style="list-style-type: none">Services are unavailableCritical circuit(s) down	15m	99.9%	< 40ms	48hr	N/A	N/A	Availability 99.9% <table><thead><tr><th>Objective</th><th>Duration (m)</th><th>Payout</th></tr></thead><tbody><tr><td>99.9-99.83%</td><td>44-74</td><td>3.3% of MRC</td></tr><tr><td>99.83-99.76%</td><td>74-104</td><td>6.6%</td></tr><tr><td>99.76-99.69%</td><td>104-134</td><td>9.9%</td></tr><tr><td>99.96-99.63%</td><td>134-164</td><td>13.2%</td></tr><tr><td>99.63-99.56%</td><td>164-194</td><td>16.5%</td></tr></tbody></table>	Objective	Duration (m)	Payout	99.9-99.83%	44-74	3.3% of MRC	99.83-99.76%	74-104	6.6%	99.76-99.69%	104-134	9.9%	99.96-99.63%	134-164	13.2%	99.63-99.56%	164-194	16.5%
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SCHEDULE A-5 ETHERNET OVER CABLE

Ethernet over Cable								
Severity	Impact	Response Time	Availability	Latency	Resolution (MTTR)	Permanent Resolution	Accuracy	Credit Payout (Monthly)
High (Severity 1)	<ul style="list-style-type: none">Services are unavailableCritical circuit(s) down	15m	99.9%	< 40ms	48hr	N/A	N/A	Availability 99.9% <u>Objective</u> <u>Duration (m)</u> <u>Payout</u> 99.9-99.83% 44-74 3.3% of MRC 99.83-99.76% 74-104 6.6% 99.76-99.69% 104-134 9.9% 99.96-99.63% 134-164 13.2% 99.63-99.56% 164-194 16.5%
Medium (Severity 2)	<ul style="list-style-type: none">Services are available but functioning improperly or at a degraded state of performance.	1hr			N/A	N/A	N/A	
Low	<ul style="list-style-type: none">Services are accessible and are functioning properly, but customer requires information or assistance of some kind or desires scheduled maintenance.	24hr			N/A	N/A	N/A	
Latency: < 40ms <u>Timing</u> <u>Credit Payout</u> > 40 ms/24hrs 1/30 th of MRC								

SCHEDULE A-6 ACTIVE REDUNDANCY

Active Redundancy																		
Severity	Impact*	Response Time	Availability	Latency	Restoration (MTTR)	Credit Payout (Monthly)												
High (Severity 1)	<ul style="list-style-type: none">Multiple sites without service.Multiple site impacted calls cannot be launched.Calls have been dropped and/or network quality is such that it impedes acceptable telephone service.Network device failure causing regional interruptions.Network interruptions due to carrier or application provider.	30m	99.9%	N/A	4h	Based on MTTR: <table><tr><th><u>Timing</u></th><th><u>Credit Payout</u></th></tr><tr><td>0-4hr</td><td>\$0 of MRC</td></tr><tr><td>4-7hr</td><td>10%</td></tr><tr><td>7-12hr</td><td>25%</td></tr><tr><td>12-24hr</td><td>50%</td></tr><tr><td>+ 24hr</td><td>100%</td></tr></table> Service/Goodwill credits available on a per case basis, not to exceed MRC	<u>Timing</u>	<u>Credit Payout</u>	0-4hr	\$0 of MRC	4-7hr	10%	7-12hr	25%	12-24hr	50%	+ 24hr	100%
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Medium (Severity 2)	<ul style="list-style-type: none">Single site impacted calls have been dripped and/or voice quality is choppy, intermittent, garbled.Moderate-to-low business impact customer is experiencing intermittent quality issues.	1hr	24h	Service/Goodwill credits available on a per case basis, not to exceed MRC														
Low	<ul style="list-style-type: none">Informational or Assistance Based customer requests tickets downgraded from severity 2/3.Customer service request.Request may result in additional billable services.	24hr	Reasonable Efforts to Resolve	N/A														

Further details may be found in the Active Redundancy section of the Standard Description

*Customer Responsibility:

- Maintain initial installed configuration
- If adding links, Customer is responsible for calling the NOC

SCHEDULE A-7 COLOCATION & ENTERPRISE BARE METAL

Colocation						
Severity	Impact	Response Time	Availability	Permanent Resolution (MTTR)	Accuracy	Credit Payout (Monthly)
High (Severity 1)	<ul style="list-style-type: none"> Power loss Network loss Uplink peering issue Environmental 	15m	100% (Mississauga & Kelowna) 99.9% (Vaughan & Vancouver)	2hr	90%	Based on Availability IP: - 1 day credit per hour unavailable Power: - 1 day credit per hour unavailable, provided customer has both A&B power The total service credit given in any month shall not exceed ten percent (10%) of Customer's total monthly charges.
Medium (Severity 2)	<ul style="list-style-type: none"> Remote hands request Single customer issues: Power, Network, etc. 	30m	N/A	3hr	90%	
Low	<ul style="list-style-type: none"> PTR record requests Access Control Modification 	24hr	N/A	24hr	90%	

Note: Power availability to Customer's Colocation Space, based exclusively on the definition of "Power Unavailability". This Service Availability Commitment shall only apply where Customer's Equipment is capable of utilizing dual power sources and where such equipment is plugged directly into both the A power strip and the B power strip. Unless otherwise provided in the Order Form or Master Services Agreement, or any amendments thereof, the Customer must not permit power consumption to exceed the power rating identified in such documents and all Equipment must be UL or CSA approved. Cabling used by Customer must meet national electrical and fire standards and any specifications set out by us.

SCHEDULE A-8 CLOUD

Cloud					
Severity	Impact	Response Time	Availability	Resolution (MTTR)	Credit Payout (Monthly)
High (Severity 1)	<ul style="list-style-type: none"> A supplier provided Service is "hard" down or there is a critical impact to the Customer's business operation. There are either no possible workarounds or a possible workaround exists that will have a considerable impact on the services to Customer. 	< 15m	99.99%	4hr	The total service credit given in any month shall not exceed ten percent (10%) of Customer's total monthly charges (at the time of the SLA Event) for bandwidth services (in the case of network availability or network quality), physical space services (in the case of network availability and power availability), the affected service (in the case of equipment monitored and managed by us).
Medium (Severity 2)	<ul style="list-style-type: none"> Operation of a supplier provided Service is severely degraded, or significant aspects of the Customer's business operation are being negatively impacted by unacceptable network performance. There are possible and acceptable workarounds that will have little to no impact on the services to End-User. 	< 15m		24h	
Low	<ul style="list-style-type: none"> Time sensitive Service requests 	1hr		72h	

SCHEDULE A-9 VOICE

VOICE						
Severity	Impact*	Response Time	Availability	Latency	Restoration (MTTR)	Credit Payout (Monthly)
High (Severity 1)	<ul style="list-style-type: none"> Multiple sites without service. Multiple site impacted calls cannot be launched. Calls have been dropped and/or network quality is such that it impedes acceptable telephone service. Network device failure causing regional interruptions. Network interruptions due to carrier or application provider. 	30m	99.9%	< 70 ms (round trip)	4h	Objective at Voice Core: Jitter < 2 ms Packet Loss < 0.001% Fast busy < 1% (at switch) OR P.1 Service/Goodwill credits available on a per case basis, not to exceed MRC
Medium (Severity 2)	<ul style="list-style-type: none"> Single site impacted calls have been dripped and/or voice quality is choppy, intermittent, garbled. Moderate-to-low business impact customer is experiencing intermittent quality issues. 	1hr			24h	Service/Goodwill credits available on a per case basis, not to exceed MRC
Low	<ul style="list-style-type: none"> Informational or Assistance Based customer requests tickets downgraded from severity 2/3. Customer service request. Request may result in additional billable services. 	24hr			Reasonable Efforts to Resolve	N/A

Further details may be found in the Voice section of the Standard Description

- Outages resulting from incompatible LAN configurations are not the responsibility of TeraGo Networks and shall not receive credits.

Service Level Agreement Scope

This Service Level Agreement (“SLA”) applies only to service outages directly related to network, bandwidth and services provided within our datacenters, response times following the failure of a hardware component being monitored and managed by us, and console access to Cloud resources.

Demarcation Points

For LAN (internal) Network Services, the Internet access port servicing the Customer will serve as the demarcation point for coverage.

Exclusions

In addition to exclusions outlined in the individual sections below the scope of this SLA does not include:

- Any portion of the public Internet.
- Critical Emergency Maintenance windows in which customer has been notified.
- Scheduled Maintenance Windows.
- Outage as a result of a third party, Customer Components or Customer failure to perform its responsibilities.

Enterprise Hybrid Cloud Service Level

Enterprise Hybrid Cloud Servers and storage will be available or accessible ninety-nine point nine-nine percent (99.99%) of the time in a given month.

1. Scope

- a. An SLA Event for Enterprise Hybrid Cloud is defined as one hundred percent (100%) loss of all service for a duration of more than 3 consecutive minutes.
- b. A trouble ticket specific to an SLA Event for Enterprise Hybrid Cloud must have been opened for the event to qualify under this SLA.

2. Exclusions

- a. Loss of access to Enterprise Hybrid Cloud Services during Scheduled or Emergency Maintenance.
- b. If loss of Services resulted from a loss of network connectivity then only the Network SLA Event is applicable.
- c. Outages caused by customer actions.

LAN (Internal) Network Availability Service Level

Our network will be available one hundred percent (100%) of the time in a given month and will introduce less than 1% sustained packet loss. The LAN (internal) Network is defined as the total of components and equipment existing to provide network connectivity to Customer beginning at the Customer Demark Point through to and including to our Border Routers.

1. Scope

- a. A network SLA Event is defined as one hundred percent (100%) packet loss on the network for a duration of more than 3 consecutive minutes, or sustained packet loss of greater than one percent (1%) on the network for one (1) continuous hour, resulting from equipment that is under our control.
- b. Network outage as a result of a third party, Customer Components or Customer failure to perform its responsibilities is not considered an eligible network SLA Event under this SOW. A trouble ticket, specific to a network outage event, must have been opened either by us or by the Customer for the event to qualify under this SLA.

Backup and Restore

Backup and Restore services will be available ninety-nine point nine percent (99.99%) of the time in a given month. This includes the ability to perform backup and restore operations.

1. Scope

- a. This service level applies to shared Veeam backup and Veeam Cloud Connect services provided from our Cloud infrastructure to virtual servers of to the internet edge.
- b. A Backups outage is defined as complete one-hundred percent (100%) loss of all backup services for a duration greater than 43.2 minutes in a given month, resulting from equipment that is under our control.
- c. A trouble ticket specific to the Backup availability outage event must have been opened for the

event to qualify under this SLA.

2. Exclusions

- a. If loss of Backups service resulted from a loss of network connectivity then only the Network SLA is applicable.
- b. Restore Time Objectives (RTO) and Restore Point Objectives (RPO) are Customer's responsibility and should form part of Customer's business continuity and disaster recovery planning. These Backups SLAs in no way guarantee the ability for Customer to restore appropriate data to a specific point in time, nor within a specified period of time.

3. Scheduled Maintenance windows

- a. Lack of availability or untimely response of Customer to respond to incidents that require its participation for resolution.

Disaster Recovery

DRaaS service and Cloud Manager Portal will be available ninety-nine point nine percent (99.99%) of the time in a given month for the purposes of declaring disasters and managing virtual protection groups.

The disaster recovery Cloud Environment will be available ninety-nine point nine percent (99.99%) of the time in a given month and is subject to resource prioritization during a declared disaster.

1. Scope

- a. This service level applies to Zerto software instances.
- b. A DRaaS outage is defined as complete one-hundred percent (100%) loss of all recovery services for a duration greater than 99.99% per event in a given month, resulting from equipment that is under our control.
- c. A trouble ticket specific to the recovery availability outage event must have been opened for the event to qualify under this SLA.

2. Exclusions

- a. If loss of recovery services resulted from a loss of network connectivity then only the Network SLA is applicable.
- b. Restore Time Objectives (RTO) and Restore Point Objectives (RPO) are the Customer's responsibility and should form part of the Customer's business continuity and disaster recovery planning. Zerto allows variable RPO and RTO up to 15 minutes depending on a customer's data change rates and network capacity.

3. Scheduled Maintenance windows

- a. Lack of availability or untimely response of Customer to respond to incidents that require its participation for resolution.

TeraGo Cloud Drive Service Level

The TeraGo Cloud Drive customer portal, domain access to portal, and storage will be available or accessible ninety-nine point nine-nine percent (99.99%) of the time in a given month.

1. Scope

- a. An SLA Event for TeraGo Cloud Drive is defined as one hundred percent (100%) loss of all service for a duration of more than 3 consecutive minutes.
- b. A trouble ticket specific to an SLA Event for TeraGo Cloud Drive must have been opened for the event to qualify under this SLA.

2. Exclusions

- a. Loss of access to TeraGo Cloud Drive Services during Scheduled or Emergency Maintenance.

- b. If loss of Services resulted from a loss of network connectivity then only the Network SLA Event is applicable.
- c. Outages caused by customer actions.
- d. Loss of access to TeraGo Cloud Drive via the Windows/macOS Desktop Agents or iOS/Android Mobile App

Corporate Information

TeraGo, through its wholly owned subsidiary TeraGo Networks Inc., provides businesses across Canada with data and voice communications services, data center colocation and hosting services as well as cloud Infrastructure as a Service (“IaaS”) computing and storage solutions. The national service provider owns and manages its IP network servicing approximately 4,100 business customers in 46 major markets across Canada including Toronto, Montreal, Calgary, Edmonton, Vancouver and Winnipeg, as well as data centers in the Greater Toronto Area and the Greater Vancouver Area. TeraGo Networks is a Competitive Local Exchange Carrier (CLEC) and was selected as one of Canada’s Top Small and Medium Employers for 2015.

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