



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 a 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.

“Access” refers to all network infrastructure from the Terminating CPE at the Customer location to the Network Edge Device on TeraGo's network.

“Availability” means the percentage of time that a specific Service is available during a specific month and shall be calculated as follows:

(Total minutes in the specific month - Total minutes of Service Incidents on a specific Service during the specific month)

Total minutes in the specific month

“Cable Access” refers to the use of digital signal transmissions over coaxial cables to provide connectivity Services to a Customer's premise.

“CPE” or **“Customer Premise Equipment”** is any associated equipment provided by TeraGo or TeraGo's connectivity partners, located at the Customer's premises and used to deliver TeraGo's connectivity Services. The TeraGo provided switch or router that connects to the Customer's LAN is the Terminating CPE and is the demarcation point of TeraGo's connectivity Services at the Customer's premises.

“DSL Access” refers to the use of digital signal transmissions over copper telephone lines to provide connectivity Services to a Customer's premises.

“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.

“Fiber Access” refers to the use of dedicated fiber-optic cable to provide connectivity Services to a Customer's premises.

“LAN” means the local area network on the Customer's premises.

“Wireless Access” refers to any point-to-point or point-to-multipoint wireless connectivity that uses licensed or unlicensed radio spectrum to provide connectivity Services to the Customer's premises.

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

“MTTR” or “Mean Time to Repair” refers to length of time required to resolve a Service Incident. MTTR calculations are based on the length of a Service Incident, as recorded by TeraGo's ticketing system. Because repairs require prompt access to equipment at Customers locations, MTTR calculations will not include time related to inclement weather, inability to gain access to a Customer's premises, third-party vendor service level agreements, maintenance or emergency restoration activity or crane & rigging requirements.

“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.

The **“Network Edge Device”** is the router, switch or device that delineates TeraGo's Core Network. For Internet Services, the closest Internet Gateway router that a Customer Service connects to will be the Network Edge Device. For Private Connectivity & Voice services, the closest MPLS PE Router that the Customer Service connects to will be Network Edge device.

“NOC” means Network and Support Operating Centre.

“One-Way Latency” means the average one-way delay between the TeraGo Network Edge Device and the Terminating CPE at the customer site expressed in milliseconds.

“Packet Loss” means the average packet loss between the TeraGo Network Edge Device and the Terminating CPE at the customer site.

“Permanent Resolution” means the action(s) to prevent the reoccurrence of a problem or any underlying causes of a Service Incident. 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 Event. 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.

A **“Service Incident”** occurs when a Customer reports to the TeraGo NOC that a Service is unavailable or is severely degraded to the point of being unusable.

“Service Credits” are credits owing to the Customer based upon TeraGo Services not meeting specific Service Objectives during a month.

SERVICE INCIDENTS AND SERVICE CREDITS

TeraGo Services are available 24 hours per day, 7 days per week, except during Scheduled and Emergency Maintenance periods.

REPORTING SERVICE INCIDENTS

In the event of an incident that impacts a Customer's Service, the Customer should directly contact the TeraGo NOC. The TeraGo NOC is available 24 hours per day, 7 days per week, 365 days per year.

For Connectivity services, Customers should contact the TeraGo NOC at 1-866-TeraGo-2 (1-866-837-2462), or via email at noc@terago.ca.

For Cloud or Colo services, Customers should contact the TeraGo NOC at 1-866-TeraGo-2 (1-866-837-2462), or via email at cloud.support@terago.ca. Alternatively, Customers may issue a ticket to the NOC through the TeraGo portal (<https://support.terago.cloud/>).

When contacting the TeraGo NOC, the Customer may be asked to provide their name, their company's name, their department's name, the location of the incident and a detailed description of the incident. Please note that TeraGo will only accept incident calls from authorized Customer employees.

TRACKING SERVICE INCIDENTS

Service Incidents are tracked and recorded by TeraGo's ticketing system. A Service Incident officially begins with the opening of a ticket in the TeraGo ticketing system (i.e., opening timestamp on the ticket). A Service Incident officially ends with the closing of a ticket in the TeraGo ticketing system (i.e., the closing timestamp on the ticket).

The length of a Service Incident is calculated from TeraGo's ticketing system: length of time between the timestamp of the ticket being opened to the timestamp of the ticket being closed. The length of a Service Incident shall not include time related to (a) Scheduled or Emergency Maintenance, (b) interruptions resulting from any acts or omissions of the Customer, users or other third parties, (c) Service Incidents not reported by the Customer, or (d) interruption resulting from problems related to a Force Majeure Event or otherwise outside of TeraGo's 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.

Scheduled Maintenance. TeraGo conducts 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. It is the Customer's responsibility to plan for a disruption to Services during a Maintenance Window and take necessary steps to ensure protection of their systems, data and operations.

TeraGo reserves the right to perform **Emergency Maintenance** as required. Emergency Maintenance is corrective action required to resolve a severe failure in the TeraGo Network, Data Centers or operational infrastructure. TeraGo will employ all commercially reasonable measures to notify Customer in advance of any Emergency Maintenance. Emergency Maintenance may result in a Service Incident.

SERVICE CREDITS

Service Credits are applied on a monthly, per service, per Customer basis. Customers may only request Service Credits based on Service Incidents that have been documented and recorded in TeraGo's ticketing system. All Service Credit requests must be made by sending an email to billing@terago.ca within sixty (60) days of the end of the month that the Service Credits are being requested for.

Unless otherwise stated on the specific Service schedule, the total Service Credits for a specific Customer Service cannot exceed 100% of the Services fixed monthly charges during a specific month. Variable or usage charges related to the Service will not be included in the Service Credit calculation.

Each of TeraGo's Services are subject to the Service Objectives and Service Credits set out in the schedules below. In the event of a conflict in Service Objectives for a specific Customer Service, the Service Objectives with the more favorable Service Credits will be applied in the specific month.

REVISIONS TO THIS SERVICE LEVEL AGREEMENT

TeraGo reserves the right to revise, amend or modify this SLA from time to time at our sole discretion. The Customer acknowledges having read and accepted this SLA prior to executing the Master Services Agreement and any applicable Order Form.

SCHEDULE A-1 INTERNET CONNECTIVITY SERVICES²

Access Type	Service Objectives				¹ Service Credits																						
	Availability	One-Way Latency	Packet Loss	MTRR																							
Wireless Access	99.90%	<table border="0"> <tr> <td><u>Distance</u></td> <td><u>Latency</u></td> </tr> <tr> <td><250km</td> <td><12ms</td> </tr> <tr> <td><1000km</td> <td><25ms</td> </tr> <tr> <td><4000km</td> <td><50ms</td> </tr> </table>	<u>Distance</u>	<u>Latency</u>	<250km	<12ms	<1000km	<25ms	<4000km	<50ms	<1%	4 hours	<table border="0"> <tr> <td><u>MTRR</u></td> <td><u>Credit Payout</u></td> </tr> <tr> <td><4hr</td> <td>0% of MRC</td> </tr> <tr> <td>4-6hr</td> <td>3.3%</td> </tr> <tr> <td>6-9hr</td> <td>10%</td> </tr> <tr> <td>9-12hr</td> <td>15%</td> </tr> <tr> <td>12-16hr</td> <td>25%</td> </tr> <tr> <td>>16hr</td> <td>50%</td> </tr> </table>	<u>MTRR</u>	<u>Credit Payout</u>	<4hr	0% of MRC	4-6hr	3.3%	6-9hr	10%	9-12hr	15%	12-16hr	25%	>16hr	50%
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Fiber Access	99.90%	<table border="0"> <tr> <td><u>Distance</u></td> <td><u>Latency</u></td> </tr> <tr> <td><250km</td> <td><12ms</td> </tr> <tr> <td><1000km</td> <td><25ms</td> </tr> <tr> <td><4000km</td> <td><50ms</td> </tr> </table>	<u>Distance</u>	<u>Latency</u>	<250km	<12ms	<1000km	<25ms	<4000km	<50ms	<1%	4 hours	<table border="0"> <tr> <td><u>MTRR</u></td> <td><u>Credit Payout</u></td> </tr> <tr> <td><4hr</td> <td>0% of MRC</td> </tr> <tr> <td>4-6hr</td> <td>3.3%</td> </tr> <tr> <td>6-9hr</td> <td>10%</td> </tr> <tr> <td>9-12hr</td> <td>15%</td> </tr> <tr> <td>12-16hr</td> <td>25%</td> </tr> <tr> <td>>16hr</td> <td>50%</td> </tr> </table>	<u>MTRR</u>	<u>Credit Payout</u>	<4hr	0% of MRC	4-6hr	3.3%	6-9hr	10%	9-12hr	15%	12-16hr	25%	>16hr	50%
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DSL Access	99.70%	n/a	n/a	48 hours	<table border="0"> <tr> <td><u>Availability</u></td> <td><u>Credit Payout</u></td> </tr> <tr> <td><99.7%</td> <td>15% of MRC</td> </tr> </table>	<u>Availability</u>	<u>Credit Payout</u>	<99.7%	15% of MRC																		
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Cable Access	99.70%	n/a	n/a	48 hours	<table border="0"> <tr> <td><u>Availability</u></td> <td><u>Credit Payout</u></td> </tr> <tr> <td><99.7%</td> <td>15% of MRC</td> </tr> </table>	<u>Availability</u>	<u>Credit Payout</u>	<99.7%	15% of MRC																		
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¹Service Credits are applied on a per service, per month basis. Total Service Credits for a specific Service cannot exceed 100% of the Services fixed monthly charges during a specific month. Please note that variable or usage charges related to the Service will not be included in the Service Credit calculation - the Customer is still responsible for paying any variable or usage charges related to the Service during the specific month.

²Internet Connectivity Services include TeraGo Business Internet Services, TeraGo Seasonal Internet Services and TeraGo Wireless Failover Services.

SCHEDULE A-2 PRIVATE CONNECTIVITY SERVICES²

Access Type	Service Objectives				¹ Service Credits		
	Availability	One-Way Latency		Packet Loss			MTTR
Wireless Access	99.90%	<u>Distance</u> <250km <1000km <4000km	<u>Latency</u> <12ms <25ms <50ms	<1%	4 hours	<u>MTTR</u> <4hr 0% of MRC 4-6hr 3.3% 6-9hr 10% 9-12hr 15% 12-16hr 25% >16hr 50%	
Fiber Access	99.90%	<u>Distance</u> <250km <1000km <4000km	<u>Latency</u> <12ms <25ms <50ms	<1%	4 hours	<u>MTTR</u> <4hr 0% of MRC 4-6hr 3.3% 6-9hr 10% 9-12hr 15% 12-16hr 25% >16hr 50%	
DSL Access	99.70%	n/a	n/a	n/a	48 hours	<u>Availability</u> <99.7%	<u>Credit Payout</u> 15% of MRC
Cable Access	99.70%	n/a	n/a	n/a	48 hours	<u>Availability</u> <99.7%	<u>Credit Payout</u> 15% of MRC

¹Service Credits are applied on a per service, per month basis. Total Service Credits for a specific Service cannot exceed 100% of the Services fixed monthly charges during a specific month. Please note that variable or usage charges related to the Service will not be included in the Service Credit calculation - the Customer is still responsible for paying any variable or usage charges related to the Service during the specific month.

²Private Connectivity refers to any point-to-point, point-to-multi-point or bridged, private (i.e., non-Internet) connection between two or more customer sites/facilities. TeraGo Private Connectivity solutions may include Ethernet, MPLS, DWDM/Wavelength or TeraGo Wireless Failover connections.

SCHEDULE A-3 TERAGO CLOUD CONNECT

Cloud Connect NNI	² NNI Service Objectives		¹ Service Credits	
	Availability	MTTR		
Toronto	99.9%	2 hours	<u>Availability</u> <99.9%	<u>Credit Payout</u> 1 Day MRC/hour of outage
Vancouver	99.9%	2 hours	<u>Availability</u> <99.9%	<u>Credit Payout</u> 1 Day MRC/hour of outage

¹Service Credits are applied on a per service, per month basis. Total Service Credits for Cloud Connect Service cannot exceed 100% of the Cloud Connect Services fixed monthly charges during a specific month. Please note that variable or usage charges related to the Service will not be included in the Service Credit calculation - the Customer is still responsible for paying any variable or usage charges related to the Service during the specific month.

²Service Objectives and Credits are specifically related to the TeraGo Cloud Connect NNI and supporting infrastructure. SLAs related to connectivity from customer sites or third-party sites to TeraGo Cloud Connect NNIs will leverage the appropriate section in "SCHEDULE A-2 PRIVATE CONNECTIVITY SERVICES".

SCHEDULE A-4 VOICE

Access Type	Service Objectives				¹ Service Credits		
	Availability	One-Way Latency		Packet Loss	MTTR		
Wireless and Fiber Access	99.9%	<u>Distance</u>	<u>Latency</u>	<0.1%	4 hours	<u>MTTR</u>	<u>Credit Payout</u>
		<250km	<12ms			<4hr	0% of MRC
		<1000km	<25ms			4-6hr	3.3%
		<4000km	<50ms			6-9hr	10%
						9-12hr	15%
						12-16hr	25%
			>16hr	50%			

¹Service Credits are applied on a per service, per month basis. Total Service Credits for a specific Service cannot exceed 100% of the Services fixed monthly charges during a specific month. Please note that variable or usage charges related to the Service will not be included in the Service Credit calculation - the Customer is still responsible for paying any variable or usage charges related to the Service during the specific month.

SCHEDULE A-5 COLOCATION & ENTERPRISE BARE METAL

TeraGo Data Center	Service Objectives			¹ Service Credits	
	Internet Availability	Power Availability	MTTR		
Mississauga & Kelowna	100%	100%	2 hours	<u>Availability³</u> Internet <100% Power <100%	<u>Credit Payout</u> 1 Day MRC/hour of outage 1 Day MRC/hour of outage ²
Vaughan & Vancouver	99.9%	100%	2 hours	<u>Availability³</u> Internet <99.9% Power <100%	<u>Credit Payout</u> 1 Day MRC/hour of outage 1 Day MRC/hour of outage ²

¹Service Credits are applied on a per service, per month basis. If a Service Incident simultaneously affects both Internet and Power Availability, only the more favourable Service Objective will be eligible for Service Credits. Total Service Credits for a specific Service cannot exceed 10% of the Customer’s total monthly charges during a specific month. Please note that variable or usage charges related to the Service will not be included in the Service Credit calculation - the Customer is still responsible for paying any variable or usage charges related to the Service during the specific month.

²This Service Credit is only applicable when the Customer’s equipment is utilizing dual power sources (i.e., Customer’s equipment is plugged directly into both the A and B power strips). 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 TeraGo.

³For Colocation Services, Internet and Power Availability Service Objectives include all TeraGo Data Center connectivity infrastructure, power infrastructure and cabling up to the ingress point into the Customer’s cage or cabinet. All cabling, power infrastructure and connectivity infrastructure within the Customer’s cage or cabinet is the responsibility of Customer. Any Service Incidents that arise as a result of cabling, power infrastructure or connectivity infrastructure issues within the Customer’s cage or cabinet will be excluded from the respective Internet and Power Availability Service Credits.

SCHEDULE A-6 CLOUD SERVICES

TeraGo Data Center	Service Objectives			¹ Service Credits						
	Cloud Availability	Network Availability	MTTR							
Mississauga	99.99%	100%	4 hours	<table border="0"> <tr> <td><u>Availability</u></td> <td><u>Credit Payout</u></td> </tr> <tr> <td>Cloud <99.99%</td> <td>1 Day MRC/hour of outage</td> </tr> <tr> <td>Network <100%</td> <td>1 Day MRC/hour of outage</td> </tr> </table>	<u>Availability</u>	<u>Credit Payout</u>	Cloud <99.99%	1 Day MRC/hour of outage	Network <100%	1 Day MRC/hour of outage
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Cloud <99.99%	1 Day MRC/hour of outage									
Network <100%	1 Day MRC/hour of outage									
Kelowna	99.99%	100%	4 hours	<table border="0"> <tr> <td><u>Availability</u></td> <td><u>Credit Payout</u></td> </tr> <tr> <td>Cloud <99.99%</td> <td>1 Day MRC/hour of outage</td> </tr> <tr> <td>Network <100%</td> <td>1 Day MRC/hour of outage</td> </tr> </table>	<u>Availability</u>	<u>Credit Payout</u>	Cloud <99.99%	1 Day MRC/hour of outage	Network <100%	1 Day MRC/hour of outage
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About TeraGo

TeraGo owns a national spectrum portfolio of exclusive 24GHz and 38GHz wide-area spectrum licenses including 2,120 MHz of spectrum across Canada's 6 largest cities. TeraGo provides businesses across Canada with Cloud, Colocation and Connectivity services. TeraGo manages over 3,000 Cloud workloads, operates five data centers in the Greater Toronto Area, the Greater Vancouver Area, and Kelowna, and owns and manages its IP network. The Company serves business customers in major markets across Canada including Toronto, Montreal, Calgary, Edmonton, Vancouver, Ottawa, and Winnipeg.

COMPANY INFORMATION

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