# Service Level Agreement – Exhibit C

Our Service Level Agreement ("**SLA**") governs the use of Internet and Private Connectivity 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:

$$\frac{\text{(Total minutes in the specific month - Total minutes of Service Incidents on a specific Service during the specific month)}}{\text{Total minutes in the specific month}}$$

**"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.

**"LTE/4G/3G Access"** refers to wireless broadband connectivity for mobile devices using licensed radio spectrum. LTE, 4G or 3G may be used to provided connectivity to mobile devices (e.g., smartphones, tablets, laptops) and to static CPEs.

**"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.

**"Service Bandwidth"** is the maximum capacity of a link in Mbps (i.e., millions of bits-per-second). Service Bandwidth includes both data and network overhead (i.e., additional information that is required by the network to route the data to its proper location). The amount of network overhead on a link is affected by network protocols, network packet sizes and types of applications. TERAGO offers Service Bandwidth guarantees on Dedicated Internet services (UIs), TERAGO Internet 100/20 services, Dedicated Private Connectivity services (VLANs) and 100/20 Private Connectivity services. TERAGO Internet 50/10 and 50/10 Private Connectivity services are broadband, best-effort services that do not provide any Service Bandwidth guarantees.

**"Service Throughput"** is the actual rate at which customer data is transferred across a link. Because of network overhead, Service Throughput will always be lower than the Service Bandwidth on a specific link. TERAGO does not provide Service Throughput guarantees on its Internet or Ethernet links.

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.

**"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.

**"Wireless Access thru a 3$^{rd}$ Party Provider"** refers to any point-to-point or point-to-multipoint wireless connectivity, that TERAGO leases from another service provider, that uses licensed or unlicensed radio spectrum to provide connectivity Services to the Customer's premises.

## 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. *Please note the TeraGo Ticketing System (*Customer Service Centre*, (CSC)) is mobile and tablet friendly – in the event of an outage these devices can be leveraged to log a ticket*

For Connectivity services, Customers log a ticket via the <u>Customer Service Centre</u>, in the event of a Hard Down (No Service) contact TERAGO's  NOC at 1-866-TERAGO-2 (1-866-837-2462);  The Customer Service Centre helps track ticket history and is leverage during an escalation and/or whereby a credit is being requested.

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. Please ensure on authorized employees are updated by the designated company administrator within the <u>Customer Service Centre</u>.

## TRACKING SERVICE INCIDENTS

Service Incidents are tracked and recorded by TERAGO's ticketing system-<u>Customer Service Centre</u>. 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 on network infrastructure, most of which do not require any downtime for Customers. Scheduled Maintenance is planned downtime to perform maintenance, backups, upgrades and updates to TERAGO systems, equipment and infrastructure. All Scheduled Maintenance is performed during a **Maintenance Window**. TERAGO Maintenance Windows are service and location dependent:

| TERAGO Service | [1]Maintenance Window Hours |
|---|---|
| All Connectivity Products & Services | 11pm to 6am local time |

[1]Maintenance Window Hours are location dependent. Local time refers to the time zone of the equipment or infrastructure that is affected by the Scheduled Maintenance.

TERAGO 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 BANDWIDTH TESTING

To measure Service Bandwidth, TERAGO employs dedicated test units that perform network performance tests consistent with the RFC 2544 standard. RFC 2544 is an internationally recognized specification that provides accepted, standardized and replicable network performance test results for both Internet and Private Connectivity services.

For Internet services, TERAGO will conduct an RFC 2544 bandwidth test from the Customer's site to the closest TERAGO Internet peering exchange point, using 1518-byte MTU packets.

For Private Connectivity services, TERAGO will either conduct a point-to-point RFC 2544 test between customer sites (if both sites are on TERAGO's network) or will conduct a point-to-point RFC 2544 test from the customer site to the appropriate TERAGO/partner NNI (if one site is on TERAGO's network and the other site is on a 3$^{rd}$ party service providers network), using 1518-byte MTU packets.

If the RFC 2544 bandwidth test result is 95% or more of the customer's subscribed Service Bandwidth (e.g., 95Mbps up and 95Mbps down on a 100Mbps Internet service), then TERAGO will consider the service to be within acceptable operating parameters.

For 3$^{rd}$ party Internet and Private Connectivity services, TERAGO will support the Service Bandwidth testing procedures and success criteria provided by the service provider. In most cases, providers of 3$^{rd}$ party dedicated fiber services will use RFC 2544 or Y.1564 network performance tests and will support Service Bandwidth acceptance test criterion similar to TERAGO's Service Bandwidth acceptance test criterion.

## 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 **Customer Service Centre** . All Service Credit requests must be made by sending an email to: TeraGo.BillingEnquiries@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 SERVICES[2]

| Access Type | Service Objectives | | | | [1]Service Credits |
| --- | --- | --- | --- | --- | --- |
| | Availability | One-Way Latency | Packet Loss | MTTR | |
| TERAGO Dedicated Wireless Access (UIs) | 99.90% | Distance   Latency<br><250km   <12ms<br><1000km   <25ms<br><4000km   <50ms | <1% | 4 hours | MTTR      Credit Payout<br><4hr      0% of MRC<br>4-6hr      3.3%<br>6-9hr      10%<br>9-12hr      15%<br>12-16hr      25%<br>>16hr      50% |
| Fiber Access – TERAGO or thru a 3rd Party Provider | 99.90% | Distance   Latency<br><250km   <12ms<br><1000km   <25ms<br><4000km   <50ms | <1% | 4 hours | MTTR      Credit Payout<br><4hr      0% of MRC<br>4-6hr      3.3%<br>6-9hr      10%<br>9-12hr      15%<br>12-16hr      25%<br>>16hr      50% |
| TERAGO Internet 100/20 | 99.9% | n/a | n/a | 4 hours | MTTR      Credit Payout<br><4hr      0% of MRC<br>4-6hr      3.3%<br>6-9hr      10%<br>9-12hr      15%<br>12-16hr      25%<br>>16hr      50% |
| TERAGO Internet 50/10 | 99.70% | n/a | n/a | 48 hours | Availability      Credit Payout<br><99.7%      15% of MRC |
| DSL Access, Cable Access, or Wireless Access thru a 3rd Party Provider | 99.70% | n/a | n/a | 48 hours | Availability      Credit Payout<br><99.7%      15% of MRC |
| LTE/4G/3G Access thru a 3rd Party Provider | 99.70% | n/a | n/a | 48 hours | No Available Service Credits |

[1]Service 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.

[2]Internet Connectivity Services include TERAGO Business Internet Services, TERAGO Internet 50/10 and TERAGO Internet 100/20. Service Level Objectives and Service Credits are not applicable on Internet Connectivity Services outside of Canada. For US and International Internet Connectivity Services, TERAGO will provide Service Level Objectives and Service Credits on a case-by-case basis and will document the Service Level Objectives and Service Credits on the Service Order Form.

## SCHEDULE A-2 PRIVATE CONNECTIVITY SERVICES[2]

| Access Type | Service Objectives | | | | [1]Service Credits |
| --- | --- | --- | --- | --- | --- |
| | Availability | One-Way Latency | Packet Loss | MTTR | |
| TERAGO Dedicated Wireless Access (VLANs) | 99.90% | Distance   Latency<br><250km   <12ms<br><1000km   <25ms<br><4000km   <50ms | <1% | 4 hours | MTTR     Credit Payout<br><4hr     0% of MRC<br>4-6hr     3.3%<br>6-9hr     10%<br>9-12hr     15%<br>12-16hr     25%<br>>16hr     50% |
| Fiber Access – TERAGO or thru a 3rd Party Provider | 99.90% | Distance   Latency<br><250km   <12ms<br><1000km   <25ms<br><4000km   <50ms | <1% | 4 hours | MTTR     Credit Payout<br><4hr     0% of MRC<br>4-6hr     3.3%<br>6-9hr     10%<br>9-12hr     15%<br>12-16hr     25%<br>>16hr     50% |
| 100/20 Private Access | 99.9% | n/a | n/a | 4 hours | MTTR     Credit Payout<br><4hr     0% of MRC<br>4-6hr     3.3%<br>6-9hr     10%<br>9-12hr     15%<br>12-16hr     25%<br>>16hr     50% |
| 50/10 Private Access | 99.70% | n/a | n/a | 48 hours | Availability     Credit Payout<br><99.7%     15% of MRC |
| DSL Access, Cable Access, or Wireless Access thru a 3rd Party Provider | 99.70% | n/a | n/a | 48 hours | Availability     Credit Payout<br><99.7%     15% of MRC |
| LTE/4G/3G Access thru a 3rd Party Provider | 99.70% | n/a | n/a | 48 hours | No Available Service Credits |

[1]Service 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.

[2]Private 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 or DWDM/Wavelength. Service Level Objectives and Service Credits are not applicable on Private Connectivity Services outside of Canada. For US and International Private Connectivity Services, TERAGO will provide Service Level Objectives and Service Credits on a case-by-case basis and will document the Service Level Objectives and Service Credits on the Service Order Form.

## SCHEDULE A-3 TERAGO CLOUD CONNECT

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

[1]Service 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.

[2]Service 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".

# 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 wireless connectivity and 5G private wireless networking services to businesses operating across Canada. Serving over 1800 Canadian and Global businesses operating in major markets across Canada, providing wireless services since 1999.

## COMPANY INFORMATION

TERAGO

55 Commerce Valley Drive West, Suite #800

Thornhill, ON L3T 7V9

**Tel** 1.866.TERAGO.1 (837.2461)

**Fax** 1-905-707-6212

http://www.TERAGO.ca