This Product Schedule describes the product, terms and conditions and service level objectives of TERAGO's Managed SD-WAN Service. Additionally, TERAGO's Service Level Agreement describes the service level objectives of Network Connections that TERAGO provides as part of the Managed SD-WAN Service.

https://cdn.terago.ca/wp-content/uploads/2022/01/31145251/TeraGo-Service-Description-2022.pdf

Capitalized terms that are not defined herein are as defined in TERAGO's Master Services Agreement.

https://TERAGO.ca/legal/

PART I PRODUCT DESCRIPTION

TERAGO Managed SD-WAN is a transformational network solution that leverages software-defined networking (SDN) to deliver secure, highly reliable networks that optimize application performance. TERAGO Managed SD-WAN is a virtualized network that can be deployed over public and private Network Connections and can seamlessly integrate and manage Customer branch offices, data centers and cloud services through a centralized, cloud-based management system.

1.1   MANAGED SD-WAN FEATURES

TERAGO Managed SD-WAN is deployed on a VMware VeloCloud platform. VeloCloud is widely recognized as one of the most advanced and reliable SD-WAN platforms available.

TERAGO Managed SD-WAN solutions are highly scalable, capable of supporting large global network deployments (1000's of sites).

TERAGO Managed SD-WAN provides highly reliable branch office and data center connections by aggregating multiple private and public Internet links together:

- Private Network Connections across MPLS or Ethernet networks
- Public Internet Network Connections across fiber, DSL, Cable, Fixed Wireless or 4G/LTE Internet links

TERAGO Managed SD-WAN significantly improves Customer application performance with active-active circuit paths, dynamic application steering and link remediation.

TERAGO Managed SD-WAN extends network visibility and management to data centers, cloud service providers and cloud applications such as Office 365 or Salesforce.

TERAGO Managed SD-WAN can support connectivity to private and public cloud deployments.

TERAGO Managed SD-WAN supports a wide variety of on-premises and cloud-based network security options.

TERAGO Managed SD-WAN delivers a rich set of advanced analytics and reporting that allows network managers to fine-tune and optimize their application and network performance.

1.2   MANAGED SD-WAN COMPONENTS

1.2.1   NETWORK ELEMENTS - ORCHESTRATOR

The Orchestrator is a cloud-based administration system that provisions and manages Customer SD-WAN network & security configurations and policies. The Orchestrator also supports Customer SD-WAN monitoring and reporting capabilities. Two geographically diverse Orchestrators are maintained to ensure full provisioning, management and monitoring redundancy.
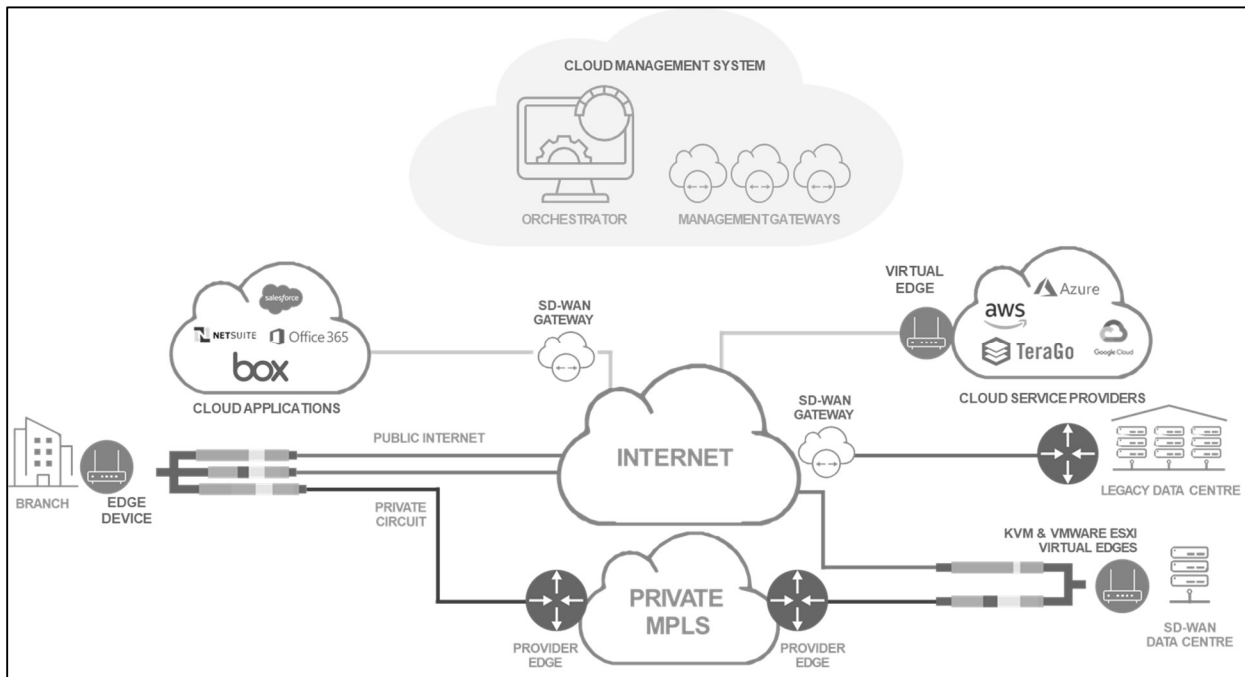

Figure 1.0   SD-WAN Architecture Example

1.2.2   NETWORK ELEMENTS - MANAGEMENT GATEWAYS

The Management Gateways are cloud-based nodes that maintain the current state of each assigned Customer SD-WAN networks. Management Gateways maintain continuous communications with the Orchestrator for up-to-date configuration and network management and security policies. Management Gateways also maintain continuous communications with the Customer SD-WAN Edges to collect and disseminate real-time Customer SD-WAN network updates. At least three pairs of geographically diverse Management Gateways are assigned to each Customer SD-WAN Edge for redundancy purposes.

1.2.3   NETWORK ELEMENTS - SD-WAN GATEWAYS

SD-WAN Gateways are cloud-based nodes that provide optimized data paths for cloud-based applications and services that cannot be directly connected via an SD-WAN Edge. Office 365 or Salesforce are examples of cloud-based applications that cannot be directly connected via an SD-WAN Edge.

1.2.4   CONNECTIVITY

Managed SD-WANs are designed to support multiple, diverse Network Connections from different service providers. Managed SD-WANs may include Internet Connections, private Connections or a combination of Internet and private Connections (i.e., hybrid network).

Internet Connectivity – Managed SD-WANs can support Internet Connections over fiber, ADSL/DSL, Cable, fixed wireless, satellite and LTE/4G access types. Availability of Internet Connection access types and access speeds are geographically dependent on the location of the Customer site.

Private Connectivity – Managed SD-WANs can support MPLS, Ethernet and private line (e.g., point-to-point links) Connections over fiber, ADSL/DSL, Cable and wavelength access types. Availability of private network Connection access types and access speeds are geographically dependent on the location of the Customer site.

1.2.5   MANAGED SD-WAN EDGES

SD-WAN Edges provide secure, application-optimized connectivity for Customer branch offices, data centers, and public clouds. SD-WAN Edges support multiple, diverse Internet and private Connections with active-active circuit paths, dynamic application steering and link remediation.

SD-WAN Edge Devices are physical devices that are installed at Customer head offices, Customer branch offices and occasionally for Customers that are co-located within a data center.

SD-WAN Virtual Edges are applications that can be deployed on devices, private clouds or on public cloud implementations such as AWS, Azure or Google.

PART II   MANAGED SD-WAN SERVICES

TERAGO's Managed SD-WAN is a fully managed network solution administered by TERAGO's network professionals and partners. TERAGO Managed SD-WAN includes:

(a) Design, configuration, installation, testing and deployment of the SD-WAN network
(b) Monitoring and automatic notification of outages of SD-WAN Edges and Network Connections
(c) Proactive repair and restoration of Network Elements, managed SD-WAN Edges and managed Network Connections.
(d) Management of Customer-initiated change requests
(e) Management of upgrades and updates to all SD-WAN Network Elements and SD-WAN Edges.

2.1   DESIGN, CONFIGURATION, INSTALLATION, TEST & TURN-UP

2.1.1   NETWORK DESIGN & CONFIGURATION

TERAGO will design and configure the SD-WAN network including:

- overall design of network architecture
- design of SD-WAN network management and security policies
- sizing, configuration and deployment of SD-WAN Edges
- design and sizing of Internet and private Network Connections for Customer offices, data centers and public clouds

2.1.2   PROJECT MANAGEMENT & DELIVERY

TERAGO will manage the complete design, configuration, installation, testing and deployment of the Customer's SD-WAN network.

2.1.3   NETWORK CONNECTIONS

As requested by the Customer, TERAGO will configure, install, test and deploy Internet and private Network Connections for the SD-WAN network:

- provisioning, installing, test and deployment of TERAGO provided Internet or private Network Connections
- ordering and management of provisioning, installing, testing and deployment of 3rd party provided Internet or private Network Connections
- ordering and management of provisioning, installing, testing and deployment of US and International Internet or private Network Connections
- ordering, provisioning, installing, testing and deployments of network-to-network interfaces and connections to other service provider networks

2.1.4   SD-WAN EDGE DEVICES

TERAGO will manage the configuration, shipping, installation, testing and deployment of SD-WAN Edge Devices or devices provided by TERAGO to support SD-WAN Virtual Edges.

2.1.5   TERAGO INSTALLATION SERVICES

TERAGO Installation Services provide onsite technicians to install SD-WAN Edge Devices at Customer sites within Canada.

Availability of TERAGO Installation Services is dependent on the location of the site and the requested scope of installation. TERAGO will vet all requests prior to contracting to provide Installation Services to a specific Customer site.

- TERAGO will only provide Installation Services to locations within 200km of a TERAGO Service Depot.
- Installation Services are provided during Normal Business Hours (Monday to Friday 8am-5pm). Requests for Installation Services outside of Normal Business will be vetted prior to contracting to provide Installation Services and may incur additional charges.
- Locations that are further than 200km away from a TERAGO Service Depot will be considered on a case-by-case basis for TERAGO Installation Services.
- The Customer will provide a minimum of 10 days advanced notification of required Installation Services to TERAGO.
- The Customer will provide the site locations, site contacts and scope of required installation for each Customer site.

TERAGO Installation Services include:

- Shipping of SD-WAN Edge Devices and required equipment to the Customer site or TERAGO Service Depot.
- Unpackaging of SD-WAN Edge Devices and equipment
- Placement of Network Devices at the designated on-premises location.
- Connecting power cables between the on-premises power source and the SD-WAN Edge Devices.
- Connecting WAN cables between the SD-WAN Edge Devices and the supplied Telco CPEs.
- Connecting LAN cables between the SD-WAN Edge Devices and the Customer LAN device.
- Assisting the TERAGO NOC with testing and activation of the SD-WAN Edge Devices and network service.

TERAGO Installation Services does not include the following items:

- Installation of conduit
- Installation of specialized or shielded cabling.
- Extending power or communication cables.
- Vertical riser builds.
- No core drilling, conduit, wire molding, power poles, sleeves or running through walls, multiple floors, elevators or service shafts required. These, as well as lock tile, high ceilings or open warehouse ceilings requiring scissor lifts are considered out of scope, unless expressly set forth in this SOW.
- Desktop connections, printer connections, ancillary device connections
- Providing in-premise facilities cabling (patch cables, special cables, serial cables etc.)

- Any other additional construction or installation work that is beyond the capabilities of TERAGO's Installation technicians.

Any installation work or construction services that are not included as part of TERAGO Installation Services will be vetted, approved, and priced on an individual case basis by TERAGO prior to contracting to provide installation.

2.1.6   TERAGO INSTALLATION SERVICES PRICING NOTES

The following miscellaneous costs may add additional charges to TERAGO's standard Installation Service pricing.

(a) Pricing assumes one technician for 1 hour of onsite time to facilitate installation and testing plus any travel time. Any additional hours of onsite time required by the technician will be billed additionally on a Time & Materials basis.
(b) Installation Services limits the amount of equipment that one onsite technician can install to 50lbs or less. If more than 50lbs of equipment is to be installed, then TERAGO will dispatch two technicians, and will charge 2X the appropriate Installation Service rate.
(c) For sites that are more that 200km away from a TERAGO Service Depot, sites will be vetted and priced on an Individual Case Basis.
(d) TERAGO, at its discretion, may charge additional one-time fees for equipment, hardware, supplies, parking fees, tolls, shipping or mileage that was incurred during an installation (please refer to the Time & Materials – Incidental Fees section).

2.1.7   CUSTOMER INSTALLATION

The Customer may request or require that their own personnel install the SD-WAN Edge Devices on their premises. In this case, TERAGO will remotely manage the configuration, testing and activation of the SD-WAN Edge Devices and will provide the Customer with remote support during the installation of the SD-WAN Edge Devices (if requested). If a Customer elects to do their own installation, TERAGO will only charge the Customer for shipping SD-WAN Edge Devices to the Customer site. TERAGO will not charge the Customer for remote installation support or remote configuration, testing and activation of the SD-WAN Edge Devices.

2.1.8   SD-WAN VIRTUAL EDGES

For SD-WAN Virtual Edges that are deployed on devices provided by TERAGO, TERAGO will be responsible for the configuration, installation, testing and deployment of the devices and the SD-WAN Virtual Edges.

For SD-WAN Virtual Edges deployed on Customer owned devices or on private or public clouds, the Customer will be responsible for the installation of SD-WAN Virtual Edge application and Customer owned device. TERAGO will provide SD-WAN Virtual Edge installation assistance to the Customer if requested. TERAGO will be responsible for configuring and testing the SD-WAN Virtual Edges on Customer owned devices or on private or public clouds.

2.1.9 MANAGEMENT OF CUSTOMER SOURCED CONNECTIONS

For Customers that want to integrate existing Network Connections with their SD-WAN, TERAGO can manage Customer sourced Network Connections on their behalf. To manage Connections not procured and deployed by TERAGO, the Customer will need to provide TERAGO with a signed Letter of Authorization (LOA) from the service provider that the Customer purchased the Connection from. This LOA will allow TERAGO to call and manage connectivity issues with the service provider on behalf of the Customer.

Please note that TERAGO cannot assume any responsibility for the performance of Customer sourced Network Connections. Any SLAs, service credits or performance agreements related to the Customer sourced network connection are the responsibility of the original service provider.

2.2 MONITORING AND NOTIFICATION

The Managed SD-WAN Cloud Management System actively monitors the availability of

- SD-WAN Edge Devices
- SD-WAN Virtual Edges
- SD-WAN Network Connections

TERAGO will automatically issue email notifications to Customers within fifteen minutes of detecting an outage of any monitored SD-WAN Edge Device, SD-WAN Virtual Edge or SD-WAN Network Connection. Furthermore, TERAGO and its partners will proactively initiate repairs and restoration of affected SD-WAN Edge Devices, SD-WAN Virtual Edges, or Network Connections within fifteen minutes of an outage.

2.3 PRO-ACTIVE REPAIR AND RESTORATION

TERAGO will proactively manage and coordinate the repair and restoration of Managed SD-WAN Services, including Network Connections, SD-WAN Edge Devices, SD-WAN Virtual Edges and Network Elements.

Proactive repair and restoration services include:

(a) Problem isolation, problem identification and problem resolution.
(b) Centralized coordination and management of connectivity repairs and restoration, including dispatch of onsite technicians, trouble-ticket tracking, proactive notifications and status reporting.
(c) Centralized coordination and management of Equipment repairs and restoration, including dispatch of onsite technicians, Equipment shipping, trouble-ticket tracking, proactive notifications and status reporting.
(d) Restoration of SD-WAN Edge Devices and SD-WAN Virtual Edge configurations following network, connectivity or Equipment repairs.
(e) Restoration of Services following network, connectivity and Equipment repairs.

2.3.1 SD-WAN NETWORK ELEMENTS

TERAGO will proactively manage and coordinate the repair and restoration of all Network Elements including the Orchestrator, Management Gateways any SD-WAN Gateways that were deployed by TERAGO or TERAGO's partners.

TERAGO warrants that it will correct the operational, performance or security deficiencies related to the SD-WAN Network Elements for the duration of the TERAGO Managed SD-WAN service term.

2.3.2   SD-WAN NETWORK CONNECTIONS

TERAGO will proactively manage and coordinate the repair and restoration of SD-WAN Network Connections that were procured and deployed by TERAGO. Repair and restoration of SD-WAN Network Connections includes the dispatch of onsite technicians, shipping of Equipment and replacement of Equipment as required.

TERAGO will proactively manage and coordinate the repair and restoration of Customer sourced SD-WAN Network Connections that TERAGO has agreed to manage on the Customer's behalf (i.e., signed LOA). The service provider that configured and deployed the Network Connection, will be responsible for the repair and restoration of the Network Connection including the dispatch of onsite technicians, shipping of Equipment and replacement of Equipment as required.

The Customer will be responsible for managing and coordinating the repair and restoration of Customer sourced Network Connections that are not managed by TERAGO.

TERAGO warrants that it will correct operational and performance deficiencies related to SD-WAN Network Connections that were procured and deployed by TERAGO for the duration of the TERAGO Managed SD-WAN service term.

2.3.3   EQUIPMENT REPAIR, RESTORATION AND REPLACEMENT

TERAGO will proactively manage and coordinate the repair, restoration and replacement of TERAGO Managed SD-WAN Equipment. Repair, restoration and replacement of Equipment includes the dispatch of onsite technicians and shipping of Equipment as required.

The Customer will take full responsibility for the repair, restoration or replacement of Equipment that was not provided by TERAGO.

TERAGO warrants that it will repair, restore or replace damaged or non-functioning Equipment that was provided by TERAGO, for the duration of the TERAGO Managed SD-WAN service term.

If Equipment provided by TERAGO is purposely or accidentally damaged or altered by the Customer or a third party employed by the Customer, TERAGO reserves the right to charge the Customer the cost of repairing, restoring or replacing the Equipment. These costs may include the cost of Equipment, shipping costs and the costs of any required onsite technicians.

2.3.4   SD-WAN VIRTUAL EDGE REPAIR AND RESTORATION

TERAGO is responsible for managing the configuration of SD-WAN Virtual Edges on a Customer's SD-WAN network.

TERAGO will proactively manage and coordinate the repair, restoration and replacement of TERAGO provided Equipment that an SD-WAN Virtual Edge is deployed on. Repair, restoration and replacement of TERAGO provided Equipment includes the dispatch of onsite technicians and shipping of Equipment as required.

TERAGO warrants that it will correct the operational, performance or security deficiencies of TERAGO provided Equipment or TERAGO provided private or public cloud that an SD-WAN Virtual Edge is deployed on for the duration of the TERAGO Managed SD-WAN service term.

If an SD-WAN Virtual Edge is deployed on equipment not provided by TERAGO or on private clouds or public clouds, then the Customer or third party employed by the Customer will be responsible for the repair, restoration or replacement of the Equipment, private cloud or public cloud.

2.3.5   4HR ONSITE SUPPORT

With 4HR Onsite Support, TERAGO will dispatch an onsite technician to the Customer's site to replace an SD-WAN Edge Device within 4 hours of isolating the defective device by TERAGO's Network Operations Center (NOC).

- o   Availability of TERAGO 4HR Support is dependent on the location of the site. Site locations will be vetted by TERAGO prior to contracting to provide TERAGO 4HR Support to a specific Customer site.
- o   TERAGO can only provide 4HR Support to locations within 100km of a TERAGO Service Depot.
- o   Hours of availability for 4HR Support can include: 7x24x4, 7x16x4, 7x8x4, 8x5x4.
- o   Hours of availability for 4HR Support are dependent on the location of the site. Site locations will be vetted for hours of availability by TERAGO prior to contracting to provide TERAGO 4HR Support to a specific Customer site.
- o   4HR Support is provided during Normal Business Hours (please refer to the TERAGO Onsite Support – Hours of Availability section). 4HR Support that extends beyond normal business hours may be subject to additional charges (please refer to labour rates in the Time & Materials section)
- o   4HR Support requires that TERAGO maintain SD-WAN Edge Device spares at the appropriate TERAGO Service Depot.

2.3.6   NBD ONSITE SUPPORT

With NBD Onsite Support, TERAGO will dispatch an onsite technician to the Customer site to replace an SD-WAN Edge Device by the end of the next business day. For NBD Support, the defective Network Device must be isolated by TERAGO's Network Operations Center (NOC) by 3pm local time.

- o   Availability of NBD Support is dependent on the location of the site. Site locations will be vetted by TERAGO prior to contracting to provide NBD Support to a specific Customer site.
- o   TERAGO can only provide NBD Support to locations within 200km of a TERAGO Service Depot.
- o   Hours of availability for NBD Support are 5x8xNBD.
- o   For NBD Support, if a defective SD-WAN Edge Device is not isolated by TERAGO's NOC before 3pm (local time), the onsite support may not be fulfilled until the day following the next business day (i.e., up to 2 business days).
- o   NBD Support is provided during Normal Business Hours (please refer to the TERAGO Onsite Support – Hours of Availability section). NBD Support that extends beyond normal business hours may be subject to additional charges (please refer to labour rates in the Time & Materials section)
- o   NBD Support requires that TERAGO maintain SD-WAN Edge Device spares at the appropriate TERAGO Service Depot.

2.3.7   STANDARD ONSITE SUPPORT

With Standard Onsite Support, TERAGO will dispatch onsite technicians to the Customer site to replace defective SD-WAN Edge Devices on a best effort basis.

o   Availability of Standard Onsite Support is dependent on the location of the site. Site locations will be vetted by TERAGO prior to contracting to provide Standard Support to a specific Customer site.

o   TERAGO will generally only provide Standard Support to locations within 200km of a TERAGO Service Depot. For locations beyond 200km of a TERAGO Service Depot, TERAGO will evaluate the locations on a case-by-case basis.

o   Standard Support is provided during Normal Business Hours of Monday to Friday 8am to 5pm local time (excluding designated Holidays). Standard Support that extends beyond Normal Business Hours may be subject to additional charges (please refer to labour rates in the Time & Materials section).

o   For Standard Onsite Support, spare SD-WAN Edge Devices may be kept at an appropriate TERAGO Service Depot or at TERAGO's main warehouse in Toronto.

2.3.8   TERAGO ONSITE SUPPORT – HOURS OF AVAILABILITY

Support Level	Normal Business Hours	After Business Hours	Weekends & Holidays
Standard Support	• Monday-Friday (8am to 5pm local time)	• Monday-Thursday (5pm to 8am local time)	• Friday (5pm) – Monday (8am) local time • Local Holidays
NBD Support (5x8xNBD)	• Monday-Friday (8am to 5pm local time)	• Monday-Thursday (5pm to 8am local time)	• Friday (5pm) – Monday (8am) local time • Local Holidays
4HR Support (7x24x4)	• Monday (8am) to Monday (8am) local time	• N/A	• Local Holidays
4HR Support (7x16x4)	• Monday-Sunday (8am to 12am) local time	• Monday-Sunday (12am to 8am) local time	• Local Holidays
4HR Support (7x8x4)	• Monday-Sunday (8am to 5pm) local time	• Monday-Sunday (5pm to 8am) local time	• Local Holidays
4HR Support (5x8x4)	• Monday-Friday (8am to 5pm local time)	• Monday-Thursday (5pm to 8am local time)	• Friday (5pm) – Monday (8am) local time • Local Holidays

2.3.9   CUSTOMER MANAGED ONSITE SUPPORT

For Customers that want to or have to use their own internal resources to manage onsite repairs, replacements and restoration of SD-WAN Edge Devices, TERAGO can provide remote support.

o   Customer assumes responsibility for onsite repairs, replacements and restoration of SD-WAN Edge Devices.

o   TERAGO NOC will provide remote support to the Customer's onsite staff during repairs, replacements and restoration.

o   TERAGO will manage spare SD-WAN Edge Devices and will ship them out to Customer sites on an as-needed basis.

o   Spare SD-WAN Edge Devices will be shipped overnight and will generally arrive at the Customer site within one business day.

o   Customer will be responsible for shipping defective spare devices back to TERAGO (TERAGO will cover shipping costs)

2.3.10   CUSTOMER RESPONSIBILITIES

When isolating connectivity or SD-WAN Edge faults for purposes of repair and restoration, the Customer may be asked by TERAGO to provide basic technical information to assist with fault isolation. Basic

technical information may include visual inspections of Equipment to ascertain light indicator status, physical cable connectivity, switch positions and power availability.

The Customer will be responsible for providing building access to onsite technicians for the repair, restoration or replacement of SD-WAN Network Connections or TERAGO provided Equipment.

2.4   CHANGE MANAGEMENT

TERAGO is responsible for managing the following types of changes:

(a) Customer adding a new location to their SD-WAN network
(b) Customer moving a location within their existing SD-WAN network
(c) SD-WAN Edge configuration and network management and security policy changes
(d) Operating system, software, application, or firmware upgrades and updates on SD-WAN Edge Devices
(e) Operating system, software, application, firmware or equipment upgrades and updates to Network Elements including the Orchestrator, Management Gateways any SD-WAN Gateways that were deployed by TERAGO or TERAGO's partners

To ensure the secure integrity of the Customer's SD-WAN network, TERAGO restricts access to affect changes to SD-WAN Edge configurations and network and security policy changes on Network Elements (i.e., Orchestrator, Management Gateways, SD-WAN Gateways). Only TERAGO authorized network and NOC personnel will have the rights to make changes to SD-WAN Edge configurations and network management and security policies on a Customer's SD-WAN network.

2.4.1   ADDITIONAL SITES

Adding sites to a Customer's existing SD-WAN network are treated and processed by TERAGO as new sales. Customers should directly contact their TERAGO Client Executive or Client Experience Manager to add new sites to their existing SD-WAN networks.

2.4.2   LOCATION MOVES

Location moves of existing sites in a Customer's SD-WAN network are treated on a case-by-case basis by TERAGO. Customer's should directly contact their TERAGO Client Executive or Client Experience Manager about moving existing SD-WAN sites.

2.4.3   CUSTOMER INITIATED CHANGE REQUESTS

Customers can initiate network management and security policy change requests with TERAGO by:

(1) logging a Ticket in TERAGO's Customer Service Centre (CSC) portal (https://support.TERAGO.cloud/home.php), or
(2) contacting their TERAGO Customer Experience Manager, or
(3) contacting their TERAGO Client Executive

TERAGO will apply the following conditions when responding to and implementing Customer change requests:

(a)   The TERAGO Customer Experience Manager will respond to Customer change requests within one business day.
(b)   TERAGO will review the change request with the Customer and schedule a maintenance window for the configuration change.
(c)   Customer change requests are to be scheduled five business days in advance of their deployment.
(d)   If the change request is not complex and does not affect billing, TERAGO may (at TERAGO's discretion) expedite the deployment of the requested change.
(e)   A Customer change request that affects billable services will require a signed quote from the Customer before any changes can be deployed.
(f)   Change management requests can only be accepted from authorized Customer representatives.

2.4.4   MANAGEMENT TIER LICENSE BILLING CHANGES

The monthly Management Tier license charge is based on the aggregate bandwidth through a Customer's SD-WAN Edge. If the required aggregate bandwidth through a Customer's SD-WAN Edge changes, and the increase requires a Management Tier license with a larger bandwidth allowance, then TERAGO will require a signed quote from the Customer before implementing the bandwidth change. TERAGO reserves the right to unilaterally increase the Customer's monthly Management Tier license charge for the specific SD-WAN Edge, if the aggregate bandwidth through the SD-WAN Edge exceeds the allowable bandwidth. TERAGO will make all reasonable efforts to notify the Customer before unilaterally increasing monthly Management Tier license charges.

2.4.5   EQUIPMENT UPGRADES AND UPDATES

All operating system, software, application, or firmware upgrades and updates to Managed SD-WAN Equipment, will be deployed during maintenance windows.

Maintenance windows for Equipment upgrades and updates are scheduled between 11pm and 5am local time for the SD-WAN Edge.

Customers will be notified at least one week in advance of any upgrades or updates to Equipment operating system, software, application, or firmware.

2.4.6   CLOUD MANAGEMENT SYSTEM UPGRADES AND UPDATES

All operating system, software, application, firmware or equipment upgrades and updates to Network Elements will be deployed during maintenance windows.

Maintenance windows for Network Element upgrades and updates are scheduled between 11pm and 5am local time for the Network Element.

Customers will be notified at least one week in advance of any upgrades or updates to Network Elements, including operating system, software, application, firmware or equipment.

2.5   RIGHT OF CANCELLATION & SUSPENSION

TERAGO may, acting reasonably and without incurring liability, suspend or cancel repair, restoration and management of SD-WAN connections, SD-WAN Equipment and SD-WAN Virtual Edges for the following reasons:

- Customer refuses to allow TERAGO to affect updates or upgrades to documented OS/software bugs, defects or vulnerabilities on Network Connections or Equipment provided and managed by TERAGO.
- Customer refuses to affect updates or upgrades to documented OS/software bugs, defects or vulnerabilities on Network Connections or Equipment that are owned and managed by the Customer or by a third party employed by the Customer.
- Customer refuses to allow TERAGO to repair, restore or replace damaged or faulty Equipment owned and managed by TERAGO.
- Customer refuses to repair, restore or replace damaged or faulty Equipment owned and managed by the Customer or by a third party employed by the Customer.
- Customer refuses to repair, restore or replace other systems, equipment or applications that are inhibiting the operation and performance of the SD-WAN and are owned by the Customer or by a third party employed by the Customer.
- Customer or third party employed by the Customer attempts to alter SD-WAN Edge configurations or network management and security policies by physically or virtually gaining unauthorized access into an SD-WAN Edge or the Cloud Management System.

TERAGO will use reasonable efforts to provide notice to the Customer before taking action under this Section.

2.6 TIME & MATERIALS

For work that is provided outside upon the agreed upon Installation Service or Managed SD-WAN Edge Device pricing, TERAGO may apply the following Labour and Incidental Fees on a one-time, per incident basis.

2.6.1 LABOUR PRICING

Time & Materials – Onsite Labour Pricing	Hourly Pricing (CAD)
Normal Business Hours (Monday to Friday, 8am to 5pm)	$200
After Business Hours (Monday to Thursday, 5pm to 8am)	$300
Weekends & Holidays (Friday 5pm to Monday 8am and Local Holidays)	$400
Sites Locations more than 200km from a TERAGO Service Depot	Individual Case Basis
Time & Materials – Network Labour Pricing	Hourly Pricing (CAD)
Normal Business Hours (Monday to Friday, 8am to 5pm)	$250
After Business Hours (Monday to Thursday, 5pm to 8am)	$375
Weekends & Holidays (Friday 5pm to Monday 8am and Local Holidays)	$500

2.6.2 INCIDENTAL FEES

TERAGO may apply additional charges for unexpected miscellaneous equipment, hardware, supplies or consumable items that were used by TERAGO technicians to complete an installation. Miscellaneous items may include such items as cabling, wire, patch cords, mounting hardware, cable wrap, cable ties, etc. Miscellaneous equipment fees will be charged to the Customer at a rate of cost + 15%.

Additional fees for parking, tolls or other travel related costs will be applied depending upon the Customer site location. Travel related fees will be charged to the Customer at cost.

For sites that are greater than 200km away from a TERAGO Service depot, TERAGO will charge for round-trip mileage travelled. TERAGO will charge mileage $0.58 cents per kilometer travelled.

Additional fees for shipping hardware either to the Customer site or to a TERAGO Service Depot will be charged at cost.

All Incidental Fees will be charged in Canadian dollars.

PART III   SERVICE LEVEL OBJECTIVES

3.1   CLOUD MANAGEMENT SYSTEM

TERAGO offers a 99.999% Service Availability SLA on the SD-WAN Orchestrator and Management Gateways. The Availability SLA means that if a Customer's SD-WAN network is no longer able to connect to at least one Management Gateway or to the SD-WAN Orchestrator layer for configuration and policy updates. Then the Customer will be entitled to the following service credits:

Service Unavailable[1]	Service Credit[2]
Less than 15 Minutes	No Service Credit
15 Minutes to 8 Hours	8 Hour Service Credit
8 Hours to 12 Hours	12 Hour Service Credit
12 Hours to 18 Hours	18 Hour Service Credit
18 Hours to 24 Hours	24 Hour Service Credit
More than 24 Hours	Service Credit Equal to the Number of Hours Service was Unavailable

[1]Orchestrator Service availability only extends to the Orchestrator's availability to communicate with the Management Gateways or the SD-WAN Edges for configuration and network management and security policy updates. Orchestrator availability does not include the capability to access or use the monitoring and reporting portal.

[2]Service Credits only apply to a Customer's monthly recurring charges for the SD-WAN Management Tiers and SD-WAN Edge Devices. All other one-time or monthly recurring charges are excluded from the Service Credit calculation.

3.2   NETWORK CONNECTIONS

Service level objectives are specific to each type of SD-WAN network connection. Please refer to TERAGO's Service Level Agreement for details concerning the terms and conditions and available service objectives for each type of network connection provided by TERAGO:

https://cdn.terago.ca/wp-content/uploads/2022/01/31145251/TeraGo-Service-Description-2022.pdf

TERAGO does not support any connectivity service level objectives for Network Connections not procured and deployed through TERAGO. Any SLAs, Service Credits or performance agreements related to Customer sourced Network Connections are the responsibility of the service provider that deployed the Network Connections.

3.3   REPAIRS AND REPLACEMENT OF EQUIPMENT

MTTRs for the repair, replacement or restoration of TERAGO managed Equipment are subject to geographical conditions. If a TERAGO technician is required to affect onsite repairs or replacements of Managed SD-WAN Equipment, the following conditions will apply:

(a)   For customer sites with 4-hour (4HR) onsite support, TERAGO will dispatch a TERAGO certified technician to the customer site to restore the Managed SD-WAN equipment within 4 business hours of isolating a defective device or service. The onsite visit must be within normal business hours and the customer must provide the technician a site contact and access to the site. 4HR

onsite support is only available for customer sites within 100km of a TERAGO Hub Site or TERAGO Service Point.

(b) For customer sites with Next Business Day (NBD) onsite support, TERAGO will dispatch a TERAGO certified technician to the customer site and restore the Managed SD-WAN equipment within one business day of isolating a defective device or service. For NBD Support, if a defective SD-WAN Edge Device is not isolated by TERAGO's NOC before 3pm (local time), the onsite support may not be fulfilled until the day following the next business day (i.e., up to 2 business days). The onsite visit must be within normal business hours and the customer must agree to provide the technician a site contact and access to the site. NBD onsite support is only available to customer sites within 200km of a TERAGO Hub Site or TERAGO Service Point.

(c) For customer sites with Standard onsite support, TERAGO will dispatch a TERAGO certified technician to the customer site and restore the Managed SD-WAN Equipment on a best effort basis. TERAGO will schedule the onsite visit with the customer. Onsite visits must be scheduled within normal business hours and the customer must agree to provide the technician a site contact and access to the site. Standard onsite support is only available to customer sites within 200km of a TERAGO Hub Site or TERAGO Service Point.

For shipping of replacement Managed SD-WAN Equipment to Customer sites for repair or restoration purpose, the following conditions will apply:

(a) TERAGO will ship the equipment to the Customer site using next business day delivery. Please note that next business day delivery may require 2 business days, depending on the location of the site and time it was shipped from the TERAGO warehouse.

(b) For remote sites within Canada that are not supported by one business day shipping, TERAGO will ship the Equipment on a best effort basis. Customer sites that cannot support one business day shipping within Canada will be identified by TERAGO during the design and configuration of the Customer site.

(c) Repair and replacement of managed Equipment on US or International Customer sites will be handled on a case-by-case basis. Repair and replacement details for each US or International Customer site will be documented prior to the design and configuration of the Customer site.

TERAGO does not support service level objectives on Equipment that was not provided by TERAGO.

3.4   PRIVATE AND PUBLIC CLOUDS

TERAGO does not support any SD-WAN service level objectives on private or public clouds.

3.5   NOTIFICATION AND PROACTIVE REPAIR & RESTORATION

TERAGO will notify a Customer via email and will proactively initiate Equipment and connectivity repairs and restoration within 15 minutes of detecting an outage condition on a Customer's SD-WAN Network Connection or an SD-WAN Edge.

PART IV　　　TERMS AND CONDITIONS

4.1　　MASTER SERVICES AGREEMENT

TERAGO Managed SD-WAN is subject to all terms and conditions detailed in TERAGO's Master Services Agreement. With respect to TERAGO Managed SD-WAN, if there is a conflict between the terms and conditions in this Agreement and the terms and conditions in TERAGO's Master Services Agreement, then the terms and conditions in this Agreement will take precedence over TERAGO's Master Services Agreement. TERAGO's Master Services Agreement can be found at:

https://TERAGO.ca/legal/

4.2　　SERVICE INCIDENTS AND SERVICE CREDITS

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

4.2.1　　REPORTING SERVICE INCIDENTS

In the event of an incident that impacts a Customer's Service, the Customer can log a Ticket via TERAGO's Customer Service Centre (CSC) portal (https://support.TERAGO.cloud/home.php), or the Customer can contact TERAGO's NOC at 1-866-TERAGO-2 (1-866-837-2462). TERAGO's 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

When contacting TERAGO's 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.

Important: The Customer is required to maintain an up-to-date list of authorized Customer contacts with their permissions in TERAGO's CSC portal (https://support.TERAGO.cloud/home.php).

4.2.2　　TRACKING SERVICE INCIDENTS

Service Incidents are tracked by TERAGO's ticketing system and recorded in TERAGO's CSC portal (https://support.TERAGO.cloud/home.php). 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 during the Maintenance Window (i.e., between 11pm and 5am local time), to perform maintenance, upgrades and updates to Network Elements and managed SD-WAN Equipment. We will notify the Customer via email of any Scheduled Maintenance at least one week 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.

Important: The Customer is required to maintain an up-to-date list of authorized Customer contacts with their permissions in TERAGO's CSC portal (https://support.TERAGO.cloud/home.php).

4.3   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 CSC portal (https://support.TERAGO.cloud/home.php). All Service Credit requests will be reviewed and honoured within sixty days.

Unless otherwise stated, the total Service Credits for a specific Customer Service cannot exceed 100% of the fixed monthly charges for Managed SD-WAN Services and Network Connectivity 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 Part III of this document. 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.

PART IV   DEFINITIONS

"Agreement" means the TERAGO Managed SD-WAN Product Schedule.

"**Cable**" refers to the use of digital signal transmissions over coaxial cables to provide connectivity Services to a Customer's premises.

"Customer Premise equipment (CPE)" refers to the device that the connectivity service provider places on the Customer's site to terminate the provide Network Connection.

"**Cloud Management System**" – the cloud-based components of the SD-WAN platform that manages the Customer's SD-WAN configuration and network management and security policies. Collectively the SD-WAN Orchestrator and Management Gateways.

"**Customer Sourced Connections**" – private or public Internet connectivity that the Customer procured and is managed from another service provider.

"**DSL**" 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.

"**Equipment**" means any onsite SD-WAN Edge Device or devices that SD-WAN Virtual Edges are deployed on.

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

"**Fixed Wireless**" 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.

"**LAN**" means the local area network on the Customer's premises.

"**LTE/4G/3G**" 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.

"**Management Tier License**" – monthly SD-WAN license charge based on the aggregate amount of data flowing through an SD-WAN Edge.

"**MRC**" 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 11pm to 5am (local time) to perform scheduled system maintenance, backup and upgrade functions for the network, premises and Equipment.

"**Network Connections**" or "**Connections**" – private or public Internet connectivity that the SD-WAN network is overlaid on top of.

"**Network Elements**" – any cloud-based components of the SD-WAN platform that are managed by TERAGO. Collectively the SD-WAN Orchestrator, Management Gateways and any SD-WAN Gateways deployed by TERAGO.

 "**NOC**" means Network and Support Operating Centre.

"**Normal Business Hours**" means 8am to 5pm in the local time zone or as defined in section 2.3.8.

"**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.

"**Service Credits**" are credits owing to the Customer based upon TERAGO Services not meeting specific Service Objectives during a month.

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 Objectives**" are quantifiable metrics used to measure the performance of TERAGO's network and support services.

"**Service Unavailable**" means the number of minutes or hours that a specific Service is unavailable during a specific month.

"**SD-WAN Edges**" are the SD-WAN connection points at Customer offices, data centers, and private and public clouds. SD-WAN Edges can terminate multiple connections and support all Managed SD-WAN's features. SD-WAN Edges can be deployed as SD-WAN Edge Devices or SD-WAN Virtual Edges.

"**SD-WAN Edge Devices**" - physical devices that are installed at Customer head offices, Customer branch offices and occasionally for Customers that are co-located in a data center.

"**SD-WAN Virtual Edges**" – SD-WAN Edge applications that can be deployed on devices, private clouds or on public cloud implementations such as AWS, Azure or Google.

"**TERAGO Hub Site**" – Network and Customer connectivity aggregation points within TERAGO's national network.

"**TERAGO Service Point**" – Dispatch points for 3rd party service technicians that have been certified by TERAGO to repair and restore TERAGO Managed SD-WAN Services.