

TAILWIND'S SERVICE LEVEL AGREEMENT (SLAs)

1.0 Total Network Availability SLA

The Customer's entire network of sites will yield a combined Network Availability of 99.9% (for networks where all sites have TailWind-provided failover service) or 99.5% (for networks where any site does not have TailWind-provided failover service) for any given calendar month. Network Availability is defined as the percentage of time during a calendar month that Service is available for use by Customer across the entire Network. This SLA is measured as follows:

- X = Total downtime across all sites in the Network (in minutes), defined as the sum of all individual outages in excess of 5 consecutive minutes
- Y = Total minutes in a given month (Example: Y=43,200 for a 30-day month)
- Z = Total number of active sites on the Service during the given month
- Network Availability = $[1 - X/(Y*Z)] \times 100\%$

Should TailWind fail to meet the Total Network Availability SLA, TailWind will issue Customer a service credit equal to 5% of the Services MRC for the affected site(s) for that month.

This SLA is only available for Customers with 50 or more sites where TailWind provides the primary terrestrial connectivity and Access Services.

Chronic Interruption. A "Chronic Interruption" occurs when the circuit has three (3) or more of the same exact service related issue that is causing a disruption in service during a sixty (60) day calendar window. Once a Chronic Interruption has been determined, Customer will have the ability to cancel the affected circuit with no additional charge, including any ETFs. Any leased equipment must be returned within thirty (30) days to avoid charge for that equipment.

2.0 Install Interval SLA

For all sites where TailWind provides the terrestrial connectivity circuit, the circuit will be installed within 45 calendar days of TailWind's acceptance of a valid and complete Service Order for the site. If Customer is ordering more than 50 sites and the network/site rollout is spread over more than a 45-day period, then rollout will be based on a mutually agreed deployment schedule (as set forth in the applicable SOW) as opposed to the install interval described in this section.

Should TailWind fail to meet the SLA, TailWind will issue Customer a service credit equal to 5% of the affected site's Access Services MRC for that month.

For this Install Interval SLA, Customer must request the SLA along with providing reasonable documentation of when Service was activated (as opposed to submitting trouble ticket).

In addition to the overall SLA exclusions listed below, this Install Interval SLA excludes any orders that are changed (without Tailwind's approval) by Customer after Tailwind's acceptance, and any specific site orders where the underlying circuit provider (i.e. Local Exchange Carrier) requires special construction or central office wiring.

3.0 Alert Notification SLA

Measured monthly, 99.5% of Alert Notifications will be sent within 10-minutes of the alert event. The Alert Notifications commitment is measured and calculated monthly over the term during which TailWind is providing Services under the SOW. Alert Notifications commitment will be calculated as follows, and will be measured at the intervals described below.

- Y = Total number of alert email notifications that failed to be sent within 10-minutes of an alert event during the measurement period (month).
- Z = Total number of alert email notifications sent during the measurement period (month).
- Alert Notifications Commitment = $[1 - (Y/Z)] \times 100\%$.

Should TailWind's Alert Notifications calculation drop below 99.5% during any monthly measurement period, as described and calculated herein, TailWind will issue Customer a service credit equal to 5% of the Access Services MRC across all sites for that month.

4.0 ePortal Availability SLA

TailWind's ePortal will be available at least 99.5% of the time ("ePortal Availability") measured and calculated monthly over the term during which TailWind is providing Services under the SOW. TailWind's ePortal Availability is defined as the percentage of time, measured each calendar month that the main ePortal system webpage is operational for Customer login. ePortal Availability will be calculated as follows.

- Y = Total number of TailWind ePortal service outage minutes accumulated during the measurement period (month) that are attributable to TailWind ePortal system failure. This excludes Customer Internet access failures as well as the standard daily ePortal maintenance window of 6 am – 8 am Eastern Time.
- TailWind ePortal Availability = $(1 - Y/39,600) \times 100\%$

Should TailWind's ePortal Availability drop below 99.5% during any monthly measurement period, as described and calculated herein, TailWind will issue Customer a service credit equal to 5% of the Access Services MRC across all sites for that month.

5.0 SLA Exclusions

- Any omission, negligence or error on behalf of Customer or their agents or authorized vendors.
- Failure of power at Customer site or failure of any equipment not provided by TailWind.
- Any Force Majeure Events as defined in the Agreement.
- Delays caused by Customer failing to provide site access or required space and power at the time of a mutually-scheduled site installation or repair appointment.
- Customer refusing to release service to TailWind for testing or repair and continues to use the service on an impaired basis.
- Customer has released the service to TailWind for repairs or site rearrangement.
- TailWind scheduled maintenance and downtime completed in accordance with this Agreement.
- Sites that have been in service for less than a single complete calendar month.

6.0 Process to Request an SLA Credit

All of the SLAs described herein, with the exception of the Install Interval SLA, are only available for outages/issues reported by Customer via the opening of a trouble ticket with TailWind's Call Center or online portal. The duration for all outages begins with the opening of this ticket and ends when TailWind has rectified the outage per TailWind's records and Customers approval.

For all SLAs described above, Customer must request credit in writing within 30 days of end of calendar month.

To request an SLA Credit, Customer must submit an email to SLACredit@tailwindvoiceanddata.com which describes (a) the SLAs which were not met (b) the impacted sites along with dates/times of the SLA violations (c) the resulting credit amount being requested and (d) supporting documentation of the SLA violation per the descriptions and requirements listed above.

7.0 SLA Credit Limits

Overall Credit Cap is 15% of total MRC in a given month, and 10% of total annual SOW MRC for the year, even if multiple SLAs are not met.

TailWind will have no obligation to pay SLA credits if Customer is in material breach of the applicable SOW during the timeframe of the situation which led to the SLA credit claim.