

Telnes, Inc.
Service Level Agreement
For Managed Security Services

Telnes, Inc. is committed to providing the highest quality of service to our Customers. Our goal is to not only meet our Customer's expectations, but also to consistently strive to exceed them. The following guarantees are available to our eligible Managed Security Service Customers.

All terms used herein and not otherwise defined shall have the meaning attributed to such terms in the Managed Security Services Agreement.

1. Managed Security Services Guarantee:

Installation Guarantee: Telnes guarantees that installation of the service will be completed within twenty-one (21) days after receipt of a signed service agreement. If Telnes fails to meet commitment, Customer will be eligible to receive a credit for one half of the monthly recurring charge. Customer must request an SLA review by sending an email to msSLA@TelnesBroadband.com listing the affected install locations within fifteen (15) calendar days of the end of the month in which the suspected SLA violation occurred. Upon receiving this email, Telnes will calculate the duration of the commit time install to Customer.

Managed Security Appliance: An onsite security appliance and/or firewall are a primary element of Telnes Managed Security Services. Telnes guarantees that all Telnes owned Internet security appliances will be operational at all times. If appliance is not operational, Telnes will ship a replacement appliance overnight. Customer will receive within a 24-hour time frame. If Telnes does meet this replacement time frame and Customer requests a credit, Customer will be eligible to receive a service credit of ten (10%) of the monthly recurring charge for each twenty-four hour period not met. If the Customer suspects that their Service Availability SLA has not been met, the Customer must request an SLA review by sending an email to msSLA@TelnesBroadband.com listing the affected locations and associated non-commit period(s) within fifteen (15) calendar days of the end of the month in which the suspected SLA violation occurred. Upon receiving this email, Telnes will calculate the duration of any appliance unavailability to Customer.

Telnes Managed Security Services Operations Center (MSOC): The Telnes MSOC is a 24/7/365 off site secured location where Telnes manages, monitors and supports customer security appliances and software, VPN's and other security elements. The Service Availability SLA measurement includes all network elements at and between the Telnes Managed Services Operations Center and the Customer Security Equipment provided by Telnes or under Telnes' direct control. Service availability specifically means Telnes managed services are functioning and devices are operating correctly. If the Customer suspects that their Service Availability SLA has not been met, the Customer must request an SLA review by sending an email to msSLA@TelnesBroadband.com listing the affected locations and associated unavailable period(s) within fifteen (15) calendar days of the end of the month in which the suspected SLA violation occurred. If Telnes determines that the Service Availability SLA was not met, a credit will be applied to the charges for the affected managed services during the subsequent billing cycle based on the following schedule:

- ❖ Unavailability equal to or greater than 40 minutes, but less than four (4) hours, in a calendar month: one (1) day Service Credit.
- ❖ Unavailability equal to or greater than four (4) hours, but less than eight (8) hours, in a calendar month: one (1) week Service Credit.
- ❖ Unavailability equal to or greater than eight (8) hours in a calendar month: one-half (1/2) month Service Credit.

Customer Configuration Change Request: During Customer’s standard business hours, Customer configuration change request will be started within one (1) hour from time of request. After Customer’s standard business hours, Customer configuration change request will be started within four (4) hours from time of request. Customer non-standard configuration change request will not be covered under the SLA and will be best effort. If Telnes does meet this time frame and Customer requests a credit, Customer will be eligible to receive a service credit of ten (10%) of the monthly recurring charge. If the Customer suspects that their Service Availability SLA has not been met, the Customer must request an SLA review by sending an email to msSLA@TelnesBroadband.com listing the affected locations and associated non-commit period(s) within fifteen (15) calendar days of the end of the month in which the suspected SLA violation occurred. Upon receiving this email, Telnes will calculate the duration of any missed time frame to Customer.

Telnes Managed Security Staff: This is a team of specialists, processes, systems and technologies that function together to sift through massive amounts of security data to determine real threats from benign incidents. From our state-of-art Managed Security Operations Center, Telnes provides the management and monitoring of the services set forth in the Customer Management Security Services Agreement

2. Definitions:

“**Monthly Recurring Charge**” shall mean the monthly fee for Customer’s Managed Security Services charged by Telnes, for the month in which the event-giving rise to the claim for Service Credit occurs.

“**Unavailability**” for purposes of the “Availability Guarantees” shall not include (and no Service Credit will be granted) unavailability due to Telnes planned maintenance or other planned outages, equipment or software upgrades, customer request, any action performed by Telnes in order to maintain or improve Telnes services, any customer equipment, circuit, application, software, code, hardware device failure or malfunction, acts or omissions of Customer and/or Customer users, denial of credit to Customer, planned or unplanned Telnes outages, or reasons outside of Telnes reasonable control , such as Force Majeure.

“**Service Credit**” for any service Guarantee, except the install and managed appliance Guarantee shall mean:

- One (1) day Service Credit equals one divided by the actual number of days in the month to which the Service Credit relates multiplied by Customer’s Monthly Recurring Charge for such month.
- One (1) week Service Credit equals seven divided by the actual number of days in the month to which the Service Credit relates multiplied by Customer’s Monthly Recurring Charge for such month.
- One-half (1/2) month Service Credit equals fifty percent (50%) of Customer’s Monthly Recurring Charge for such month.

3. Service Claim Process

To initiate a claim for Service Credit with respect to any guarantee, Customer must send an email to msSLA@TelnesBroadband.com listing the affected locations, unavailable period(s), and detailed reason within 15 calendar days of the end of the month in which the suspected SLA violation occurred.

4. Service Credit

If Customer's Service Credit request is approved, Telnes shall issue Service Credit to Customer's account, which Service Credit shall appear on the invoice issued in the month following the month in which the Service Credit request was approved.

Service Credit shall be the Customer's sole remedy for any failure by Telnes to provide Services, including, but not limited to, any Unavailability.

The Service Credit provided for herein is based on Customer's compliance with the terms and conditions of its Managed Security Services Agreement with Telnes. Telnes shall not be held liable for failure to fulfill its obligations hereunder if such failure is due to Customer's tampering with any equipment.

5. Notices

Telnes at its sole discretion may modify, amend or revise these guarantees at any time. Such changes or revisions shall be deemed effective upon the posting of the updated Managed Security Services, "Service Level Agreement" information posted to Telnes' Website.