

SLA SERVICE SCHEDULE

Wireless T1

This Service Level Agreement (SLA) is only applicable to Wireless T1. VTX Wireless T1 Service offers 4G LTE data service provided by Tier 1 underlying. Speed and bandwidth may vary by customer's chosen service plan. Signal strength and availability may differ by customer location.

1. Service Level Agreement Criteria

Availability Objective per month: 99.995%

2. Credit Allowances for Service Outages

- a. In the event that VTX is unable to restore a portion of the Service as required hereunder, or in the event of a Service Outage, Customer shall be entitled to a credit for the prorated monthly recurring charges for the affected SIM for all unplanned outages in excess of thirty (30) minutes. Credit allowances, if any, shall be deducted from the charges payable by Customer hereunder and shall be expressly indicated on a subsequent bill to the Customer. A Service Outage begins when VTX is notified or becomes aware of the failure, whichever occurs first. A Service Outage ends when the affected SIM or associated station equipment is fully operative, subtracting any delay time associated with VTX ability to access the Customer or End User Premise. If the Customer reports Services or a facility to be inoperative but declines to release it for VTX to test and repair, it is deemed to be "impaired" instead of a "Service Outage". The following conditions apply while considering credit allowance:

The 99.995 percent VTX Network Availability guarantee does not apply to, Customer-owned or leased equipment (router or antenna) or Customer's Local Area Network (LAN), network events on redundant network elements, customer caused outages or disruptions, interconnections to or from and connectivity within other Internet Service Provider (ISP) networks, relocating the service address without notifying VTX, or force majeure events (as defined in the applicable service agreement.) Credit Allowances do not apply to Service Outages caused by the negligence or acts of Customer and/or End User or its agents; due to failure of power; circumstances or causes beyond the control of VTX or its agents; (v) during any period in which VTX is not given access to the Service Premises; or a Planned Service Outage, unscheduled Emergency Maintenance, scheduled maintenance, alteration or implementation as described herein.

- b. To be eligible for an Outage Credit, Customer must submit a request for credit in writing within sixty (60) days of the occurrence that includes the Trouble Ticket Number and Circuit ID or any claim for an allowance is waived. Unless otherwise specifically stated, Service Outages are not aggregated for purposes of determining the credit allowance.
- c. If the Network Availability guarantee is not met during a calendar month, the Customer will receive a credit in the amount of one-thirtieth (1/30th) of the monthly recurring charge (MRC) for that month for each full hour of outage in excess of the 99.99 percent guarantee following the opening by Customer of a trouble ticket pertaining to the outage.

All Service Outage Credits are capped at 50% of the MRC for all Service Outages to that same SIM in any month.