



**SERVICE LEVEL AGREEMENT**

1. **Service Availability.** Wintek shall maintain 99.99% Service availability for the Services (the “*Services Availability Target*”), where “availability” means the Services are fully powered and accessible by Customer and connected to the public internet via Wintek’s network.

a. For any billing month in which Wintek fails to meet the foregoing SLA with respect to availability, Customer will, subject to the “Excluded Outages” (as defined below), receive credit to its account based on the actual duration of the interruption of such Service. Wintek’s maintenance logs and trouble-ticketing systems will be used for calculating of any SLA credits and Wintek certifies that such logs and tracking systems will be true and accurate. The amount of credit is stated below as a percentage of the monthly recurring charges due to Wintek for such affected Service for the applicable calendar month. If the outage is caused by the Customer or Customer equipment, Wintek is not liable for issuing a credit to Customer. Wintek is not liable for extended outages that are outside of its control or “Acts of God” (weather related activities), or a third-party causing damage to Wintek facilities that Wintek cannot control; however, Wintek will do its best to resume Services, with the assistance of Customer as needed.

<u>Services Availability</u> (measured over calendar month)	<u>Credit</u>
<u>Availability</u> of 99.99% or greater	None
<u>Availability</u> of 99.99% - 99.91%	None
<u>Availability</u> of 99.90% - 99.50%	25%
<u>Availability</u> of 99.49% - 95.00%	50%
<u>Availability</u> of less than 95.0%	100%

c. Wintek will automatically apply all credits to Customer’s account within thirty (30) days of the end of the month in which a credit is earned.

d. Customer is limited to receiving an aggregate credit of 100% of the monthly recurring charges due to Wintek for the applicable calendar month for the affected Service. Credit will not be issued under this SLA for any outage that results from any of the following: (i) Customer-initiated changes, whether implemented by Customer or Wintek on behalf of Customer; (ii) a force majeure event (as provided in the MSA); (iii) any Wintek scheduled maintenance announced at least forty-eight (48) hours in advance, up to an accumulated total of eight (8) hours per month an occurring outside the hours of 8AM-8PM Eastern Time; (iv) any emergency maintenance announced at least sixty (60) minutes in advance, up to an accumulated total of eight (8) hours per month; (v) any failures that cannot be corrected solely because Customer is inaccessible; or (vi) Customer’s equipment or Customer’s breach of this Agreement (clauses (i) through (vi) above, collectively, the “Excluded Outages”).

e. Should Wintek fail to meet the Services Availability Target on two or more occasions in any twelve (12) month period, it shall be deemed a material breach of the Agreement incapable of cure and Customer may, within thirty (30) days of the last of such failures to occur, terminate the Agreement or the affected Services (on the date specified by Customer in its termination notice, not to be more than six (6) months from such notice) by providing written notice to Wintek. If, in any one month, the Availability Service Level (measured in minutes) is less than ninety percent (90%), measured in minutes, it will be deemed a material breach of the Agreement incapable of cure and Customer may, upon notice to Wintek, and without limiting any other right or remedy of Customer, terminate the Agreement or the affected Services (on the date specified by Customer in its termination notice, not to be more than six (6) months from such notice) by providing written notice to Wintek.

**2. Latency Service Level.** The average one-way latency response time from Wintek’s access point to the public network for the Services will be less than one hundred milliseconds (100 ms), ninety-nine percent (99%) of the time (the “*Latency Service Level*”) measured monthly. If, in any one (1) month, the Latency Service Level is less than ninety percent (90%), it will be deemed a material breach of the Agreement incapable of cure and Customer may, upon notice to Wintek, and without limiting any other right or remedy of Customer, terminate the Agreement or the affected Services (on the date specified by Customer in its termination notice, not to be more than six (6) months from such notice) by providing written notice to Wintek. If Customer or Customer equipment is the cause of decreased latency service, Wintek is not liable for issuing any credits. Once Customer packets leave Wintek’s network for the public network, Wintek cannot guarantee latency.

**3. Error Resolution Service Level.** Codes are assigned to errors strictly on the basis of their symptoms, and not according to frequency of occurrence, likelihood of being seen, or difficulty of reproducing. A classification will be designated by Customer at the time the error is reported in accordance with the following priority levels:

Error Priority	Description
I	Services unavailable to all or a significant number of users or data being destroyed.
II	Services are experiencing processing delays or Services accessible but unusable.
III	Requests for general information or assistance.

Depending on the assigned classification of the error, Wintek will, in addition to the response required by Wintek above, resolve the error as set forth below:

Error Priority	Acknowledgment	Resolution Time
I	1 Hour	Continuous effort, work around must be delivered within 1 day. Final fix must be delivered within 5 days.
II	4 Hours	Continuous effort, work around must be delivered within 3 days. Final fix must be delivered within 10 days
III	1 day	Final fix must be delivered within 30 days

In the event Wintek is unable to resolve an error within the Resolution Time listed above for the applicable classification, the following procedure will occur;

The Wintek support manager will be promptly informed of the problem. The Wintek contact will contact the responsible Customer manager via telephone within twelve hours to discuss resolution of the Error.

If the parties cannot arrive at a mutually satisfactory solution within twenty-four (24) hours from the discussion above, the Customer contact will contact the next level executive of Wintek who will be a Vice President, Senior Vice President or other member of Wintek’s senior management (which may be by email), stating that the error has not been resolved and requesting a meeting at the office of Customer between a Vice President, Senior Vice President or other member of Customer’s senior management and a Vice President, Senior Vice President or other member of Wintek’s senior management within two (2) business days from receipt of Customer’s request to resolve the issue.

In addition, for each day or part of a day that a Priority I or Priority II error remains unresolved beyond the Resolution Time specified above, Wintek will pay Customer an amount equal to two times the applicable monthly fees for the Services divided by thirty (30).

If any Priority I or Priority II error remains uncorrected for ten (10) days or more or any Priority III error remains uncorrected for sixty (60) days or more, it will be deemed a material breach of this Agreement incapable of cure and Customer may, upon notice to Wintek, terminate the Agreement or the affected Services (on the date specified by Customer in its termination notice, not to be more than six (6) months from such notice) by providing written notice to Wintek.