

This Service Level Agreement (“SLA”) only applies to Windstream’s SD-WAN product, as defined herein (the “Service”). This SLA is effective as of the first day of the first whole calendar month after the initial installation of the Service and shall be deemed an addendum to either the written contract executed by the parties or the Windstream Online Service Terms and Conditions to which Customer is subject, whichever is applicable. To be eligible for the credits under this SLA, Customer must be in good standing with Windstream and current in Customer’s obligations.

1. Description of the Service

The Service covered under this SLA is Windstream’s Software Defined WAN product (commonly referred to as “SD-WAN”), which is a managed solution that provides a secure overlay network to interconnect customer locations and the cloud. The Service includes the following:

- Hardware provided by Windstream and located at the customer premises (referred to herein as “CPE”);
- Software provided by Windstream that steers application traffic real time based on business policy rules provided by, or set forth by the Customer;
- Viewing access to a centralized management console; and
- Up/down monitoring of CPE and circuits, reporting, customer email alerting (on Windstream circuits only) and 24x7 email, and telephone support.
- Inherent dynamic WAN utilization, allows the Service to select the best available WAN connection based on the characteristics of the traffic flows & application profiles that have been defined by Windstream and the customer.
 - Real-time traffic routing over multiple WAN connections based on application traffic characteristics, Customer specifications, Service Configuration.
- Provides analytics that show the performance and utilization statistics for circuits and applications at the Customers’ premise.

The Service shall only be entitled to credits consistent with the terms of this SLA and shall not be subject to credits under any other agreement or arrangement that may exist between Windstream and Customer. To the extent of any conflict between the terms of this SLA and such other agreement with respect to service credits, this SLA shall govern.

2. Definitions

2.1 Service Outage:

A Service Outage is defined as the complete unavailability of the Service during any unscheduled period of time except that Windstream is not responsible for failure to meet performance objectives for any of the following reasons which shall not be deemed a Service Outage (collectively, “Exclusions”):

- Any Service Outage for which Customer may have previously obtained credit or compensation outside the terms of this SLA;

- Actions, failures to act or delays by Customer or others authorized by or acting on behalf of Customer to use the Service;
- Failure of power, equipment, services or systems not provided by Windstream;
- Customer owned or leased equipment or facilities (e.g., Customer's PBX or local area network);
- Failure of Customer to afford Windstream or its agents access to the premises where access lines associated with the Services are terminated;
- Election by Customer not to release the Service for testing and/or repair during which time Customer continues to use the Service;
- Maintenance activities (including planned and emergency) as set forth in Section 5 of this SLA;
- Implementation of a Customer order that requires a Service interruption;
- Failure to report a Service Outage to Windstream or reporting of a trouble where no trouble was found;
- Labor difficulties, governmental orders, civil commotion, acts of God, and other circumstances beyond Windstream's reasonable control; and
- Failure of equipment or systems responsible for network measurements; and
- Any Service Outage for sites connected by only one active access loop; and
- Election by the Customer to order only a single cellular wireless access loop at a Service location, be it temporary.

2.2. Calendar Month:

For the purpose of this SLA a Calendar Month is based on 60 Minutes/Hour, 24 Hours/Day, 30 Days/Month = 43,200 average monthly minutes. In no event shall any obligation for a service credit arise under this SLA until such time as the Services are fully installed and operational.

2.3. Diverse Connect Covered Location:

A Customer location with Diverse Connect solution and the following conditions are met: (i) Customer orders diverse access from Windstream with diverse building entry; in the event Customer waives diverse building entry, any outage caused by failure of the building entry facilities will not be covered by this SLA; (ii) Customer orders a high availability (HA) SD-WAN configuration on premise; and (iii) Customer must have a Continuous Power Source, such as a UPS or backup generator, capable of supplying power to the managed routers for a minimum of two (2) hours and must keep both managed routers in an active state (i.e. powered-up) at all times.

2.4. Service Availability:

“Service Availability” is defined as the percentage of time in one Calendar Month during which the service is available. Service Availability measurements do not include outages due to CPE failure (unless customer has purchased High Availability), nor the specified Exclusions (e.g., scheduled maintenance windows or planned outages).

Continental United States locations (Not including Alaska)

Product Criteria	SLA	Service Credit
Diverse Connect Covered Location with HA SD-WAN	100% (≤ 1 second of service unavailability per month)	15% of the Monthly Recurring Charge
SD-WAN	99.999% (≤ 26 seconds of service unavailability per month)	No SLA credit
	99.99% < Actual Availability < 99.999%	3% of the Monthly Recurring Charge
	99.00% < Actual Availability < 99.99%	5% of the Monthly Recurring Charge
	Actual Availability < 99.00%	10% of the Monthly Recurring Charge

All other locations outside of Continental United States (Includes Alaska)

Product Criteria	SLA	Service Credit
SD-WAN	99.999% (≤ 26 seconds of service unavailability per month)	No SLA credit
	99.99% < Actual Availability < 99.999%	3% of the Monthly Recurring Charge
	99.00% < Actual Availability < 99.99%	5% of the Monthly Recurring Charge
	Actual Availability < 99.00%	10% of the Monthly Recurring Charge

2.5 CPE Replacement for Locations within Continental United States (Not Including Alaska)

During the contract term, Windstream will replace failed CPE 8 hours a day, 5 days a week, Monday through Friday, 8:00 am – 5:00pm local time. Equivalent hardware will be shipped Next Business Day at no additional charge if failure diagnosis by Windstream happens by 3 pm EST.

Customers that have Cold Spare optional equipment can contact Support for help activating Cold Spare device or request Tech to be dispatched to site by next Business Day.

2.6 CPE Replacement for All Locations outside of Continental United States (Including Alaska)

During the contract term, Windstream will replace failed CPE 8 hours a day, 5 days a week, Monday through Friday, 8:00 am – 5:00pm local time. Equivalent hardware will be shipped to customer site within 4 business days at no additional charge if failure diagnosis by Windstream happens by 3 pm EST.

Customers that have Cold Spare optional equipment can contact Support for help activating Cold Spare device or request Tech to be dispatched to site by next Business Day.

3. Credits

When Customer's Service fails to meet the applicable commitments outlined in this SLA after being reported by Customer, Customer may receive a credit adjustment to their account. Windstream maintains internal escalation procedures and call-out technical support for observed holidays and after-business hours emergencies and critical outages. To request a credit under this SLA, Customer shall email their Business Sales Representative with a description of the requested credit along with the Windstream trouble ticket number(s) provided by the Service Center within thirty (30) calendar days of the asserted Service Outage. The Business Sales Representative shall notify Customer when the requested credit has been approved or declined.

3.1 Calculations of Credits

Maximum Credit - In no event may the credits provided for hereunder (either individually or on a cumulative basis) in any billing period exceed the total MRCs for that period for service and facilities.

4. Maintenance

As set forth above, maintenance activities are Exclusions and do not constitute a Service Outage for purposes of this SLA. Windstream reserves the right to schedule maintenance and upgrades to the network 7 days a week from 12 a.m. to 6 a.m. in the local time zone of the affected area without prior notice to Customer or upon reasonable advance notice outside these time frames.

4.1 Scheduled Network Maintenance

The term “Scheduled Network Maintenance” refers to upgrades or modifications to network equipment software, network equipment hardware, or network capacity. Scheduled Network Maintenance may temporarily degrade the quality of Customer’s Services. Windstream takes every reasonable precaution to minimize the duration of any impacts during the Scheduled Network Maintenance window. Such effects related to Scheduled Network Maintenance shall not give rise to credits under this SLA and shall not be deemed a Service Outage. Scheduled Network Maintenance shall be undertaken between the hours of 12:00AM and 6:00AM of the local time zone.

4.2 Emergency Network Maintenance:

The term “Emergency Network Maintenance” refers to efforts to correct network conditions that are likely to lead to a material Service Outage and that require immediate action. Emergency Network Maintenance may temporarily degrade the quality of Customer’s Service, including the possibility of causing short-duration outages. Such effects related to Emergency Network Maintenance shall not give rise to credits under this SLA and shall not be deemed a Service Outage. Windstream may undertake Emergency Network Maintenance at any time deemed necessary to preserve network services.

5. Support

In addition to contacting Windstream Support, customer may also open tickets within the SD-WAN Customer Portal.

All customer support, both written and verbal, will be in English unless otherwise agreed to by Windstream. If translation services are required, additional charges may apply as follows:

\$1.75 per minute for all languages, billed in 15-minute increments

\$10.00 flat fee for interpreter to call Customer directly

Charges will be added to Customer’s billing account for the next available billing cycle.

6. Limitation of Liability

Windstream’s total liability to Customer under this SLA is limited to the MRCs from the Service for the applicable Calendar Month in which the Service Outage occurs. Except for the credits identified in this SLA, this SLA does not modify or amend the written contract executed by the parties or the Online Terms and Conditions to which Customer is subject, whichever is applicable, including but not limited to any warranty disclaimers or limitation of liability provisions.

**THE PROVISIONS OF THIS SLA ARE CUSTOMER’S SOLE AND EXCLUSIVE
REMEDIES FOR WINDSTREAM’S FAILURE TO MEET THE STANDARDS IN THIS
SLA AND ANY OTHER NETWORK, SOFTWARE, EQUIPMENT OR SERVICE ISSUES.**