



# MASTER SERVICE LEVEL AGREEMENT

## CONTENTS

DEFINED TERMS .....	2
SERVICE COMMITMENT .....	2
SERVICE DELIVERY .....	2
GENERAL .....	2
INSTALLATION .....	2
SERVICE UPGRADES & MODIFICATIONS .....	2
LIMITATIONS .....	2
SERVICE SUPPORT .....	2
AUTHORIZED CONTACTS .....	2
SUPPORT/HELPDESK .....	3
CONFIGURATION CHANGES .....	5
MAINTENANCE .....	5
SUPPORT LIMITATIONS .....	6
EQUIPMENT .....	6
GENERAL .....	6
EQUIPMENT REQUIREMENTS .....	6
EQUIPMENT CONFIGURATION .....	6
EQUIPMENT FAILURE/HARDWARE REPLACEMENT .....	7
SERVICE LEVEL AGREEMENTS .....	7
GENERAL .....	7
SLA CREDIT REQUEST PROCESS AND LIMITATIONS .....	7
GLOBAL SLA EXCLUSIONS .....	8
SLA CLASSIFICATIONS AND SLA GOALS .....	8
SERVICE AVAILABILITY SLA GOALS .....	8
SERVICE PERFORMANCE SLA GOALS .....	9
OTHER SLA GOALS .....	9
DEFINITIONS .....	11

This Master Service Level Agreement ("MSLA") sets forth certain of the terms and conditions under which TekLinks, Inc. dba C Spire Business ("CSB") will supply certain services (the "Services") to the customer ("Customer") named on the services quote, statement of work or purchase order (each, an "Order"). The Services will be governed by the applicable service level agreement(s) incorporated into the Order (each, an "SLA"), the MLSA and the Master Terms and Conditions ("Master Terms") that are incorporated into every Order. With respect to each Service, the applicable Order, the related Service Level Agreement, the Master Terms, this MSLA, and any other writing that by its terms is intended to be made a part of any such Order shall collectively constitute an independent and separate contract between the parties for such Services (and shall be referred to separately as an "Agreement"). In the event of a conflict between or among the terms of the components of an Agreement, the following order of precedence shall control: an Agreement Addendum, the applicable SLA, the MSLA, the Purchase Terms and Conditions, the Master Terms, the Order and any other document made a part of the Agreement. The duration of the Initial Term of any Agreement will be set forth in the Order. The service level agreements included in the applicable SLA and in this MSLA are collectively referred to herein as the "SLAs."

## DEFINED TERMS

Certain terms used in this MSLA are defined in Section 7, Definitions. Capitalized terms used in this MSLA without being defined herein have the respective meanings set forth in the Master Terms.

## SERVICE COMMITMENT

CSB is committed to providing Services to Customer at a level of excellence consistent with the best practices within CSB's industry. Service uptime and availability are of the highest importance to CSB and the SLAs reflect CSB's performance and Services goals.

## SERVICE DELIVERY

### GENERAL

The SLA for each Service will explain the specifics of how that Service will be delivered and will set forth the terms and conditions and any specific service level agreement goals that will apply to such Service. It is Customer's responsibility to ensure that all Users' computers are able to connect to the applicable Service and are configured properly. This includes but is not limited to ethernet switches, ethernet cabling, workstations, servers, and Operating Systems.

### INSTALLATION

Upon receipt of the signed Order, CSB will contact Customer and coordinate the installation of the Service. If additional configuration work is required due to limitations of the Customer System or other server/application requirements, CSB will promptly advise Customer of the anticipated additional expenses for such additional work. Customer will be responsible for all such additional expenses as are mutually agreed in writing by the parties. Customer shall be responsible for any travel expenses reasonably incurred by CSB in the course of providing onsite installation services.

### SERVICE UPGRADES & MODIFICATIONS

Unless otherwise provided in the applicable SLA, CSB may replace or upgrade any Service upon thirty (30) days' prior written notice to Customer, provided that no such upgrade will diminish or limit any of the SLAs applicable to such Service prior to such upgrade. CSB shall implement each such upgrade during a Maintenance Window or pursuant to a timeline mutually agreed by the parties.

### LIMITATIONS

Customer agrees that CSB is not responsible for any unauthorized access or modification of Customer's data while in electronic transmission to or from the CSB Data Centers. Customer also agrees that CSB is not responsible or liable for any content sent using, or received from, any CSB Service including that which may be illegal, obscene, defamatory, threatening, or that may infringe any trademark, copyright, or other third-party intellectual property right.

## SERVICE SUPPORT

### AUTHORIZED CONTACTS

CSB will accept requests for configuration information or changes in Services only from Customer's Primary

Technical Contact and may do so via email or phone. Customer is responsible for ensuring that the contact information for its Primary Technical Contact and any other Authorized Contact is current and accurate.

## SUPPORT/HELPDESK

CSB staffs multiple support teams to ensure that the services purchased are available and perform as represented and contracted. In order to provide customer support in a consistent, professional, and efficient manner, we offer the following specific teams and contact points:

- **C Spire Business Customers**

O855-CSPIRE2 (855-277-4732) – Available 24/7/365

OEnterpriseSupport@cspire.com

1. **Communications Between Customer and CSB Technical Support:** CSB Technical Support will accept phone calls and email messages (each, a “Support Call”) from any Customer representative reporting trouble or an outage of any Service or any related hardware or software Managed by CSB (each, an “Incident”). CSB will open a trouble ticket for each Incident described in each Support Call (a “Trouble Ticket”) and will record on such Trouble Ticket the Incident Priority, each step undertaken, and each communication attempted or completed in furtherance of the resolution of the Incident. CSB will categorize each Incident by Impact and Priority and will assign to each Incident an Incident Priority. “Incident Priorities” are assigned based on the Impact and Priority rating derived directly from Customer input. The following Incident Priorities correspond to the following response levels: 1 – Emergency Response; 2 - Urgent Response; and 3 - Normal Response.

		Impact		
		HIGH	MEDIUM	LOW
Priority	Emergency	1	2	3
	Urgent	2	3	3
	Normal	3	3	3

If CSB Technical Support reasonably determines that its response to a Support Call from a Customer representative other than Customer’s Primary Technical Contact may cause a material disruption or change to the Service, CSB may delay such response until it can verify or confirm the Incident with Customer’s Primary Technical Contact. CSB Technical Support will accept requests for changes to, or technical information about, a Service from Customer’s Primary Technical Contact only. CSB will not be required to perform any activity requested by Customer that CSB believes in good faith may have a material adverse effect on or materially changes any CSB Service or systems. Support Calls initiated by other than an Authorized Contact will not be subject to SLA response times or remedies unless and until confirmed by Customer’s Primary Technical Contact.

CSB will send Customer a notice of Incident resolution and will close the Trouble Ticket unless Customer objects to such closure within one (1) business day after receipt of the notice. All communications between Customer and CSB Technical Support will be in the English language.

- 2. Support Desk:** CSB will staff the Support Desk with live technicians to receive and respond to Support Calls. CSB technicians will respond promptly to Support Calls, open and update Trouble Tickets as appropriate, and attempt to resolve the Incident by phone or online troubleshooting using Remote Support where possible. Support Desk technicians will be accessible at the email addresses listed above in section 4.B.
- 3. Remote Support:** CSB will make Remote Support for CSB Services available at no additional charge during Support Desk Hours. Whenever possible, CSB Technical Support technicians will use Remote Support to resolve Incidents. Remote Support requires connectivity to the Device and may require a web browser.
- 4. After-Hours Support for Former TekLinks and Former Guidant Customers:** Outside Support Desk Hours, and so long as Remote Support is possible and feasible, CSB will make After-Hours Support available at no additional charge for receiving and responding to Support Calls with Incident Priorities of Urgent Response and Emergency Response only. If After-Hours Support is requested for Normal Response Incidents, CSB reserves the right to bill Customer for such After-Hours Support at its then current hourly rate for CSB Technical Support, chargeable in six (6)-minute increments, plus reasonable out-of-pocket expenses. Some requests may not be feasibly addressed after hours even with approval of hourly billing.
- 5. Escalation to Hands-On Field Support:** If CSB Technical Support determines in its sole discretion that Remote Support is not possible or feasible for a reported Incident, including, without limitation, the occurrence of some event or circumstance that requires the repair, modification, or replacement of any Customer Equipment located at Customer's premises that is Managed by CSB for Services, CSB Technical Support will classify the Incident as a Hands-On Field Support Incident. CSB technicians will notify the Customer's Primary Technical Contact promptly upon making a determination that an Incident will be classified as a Hands-On Field Support Incident (an "Escalation Notice"). Upon the Customer's Primary Technical Contact's receipt of an Escalation Notice, Customer will have the right to request that all further troubleshooting or work on the Incident be halted and that the Trouble Ticket be closed, without charge (or further charge) to Customer (a "Ticket Cancellation"). If Customer does not notify CSB of a Ticket Cancellation, Customer assumes all responsibility for the costs of escalation of the Support Call to Hands-On Field Support Incident status.
- 6. Hands-On Field Support:** CSB will use all commercially reasonable efforts to provide Hands-On Field Support twenty-four (24) hours per day; seven (7) days per week; three hundred sixty-five (365) days per year. The parties agree that all (a) engineering design services; (b) carrier technologies (MPLS, VPLS, AtoM); and (c) Customer Equipment replacement, repair, or upgrade will be performed as Hands-On Field Support. Notwithstanding the foregoing, however, during any warranty period for Customer Equipment, any repair (whether onsite at Customer's premises or otherwise) is the responsibility of the manufacturer, and Customer will arrange for warranty support directly with the manufacturer unless the Customer Equipment is Managed by CSB. If requested by Customer during a warranty period, however, even if it is not Managed by CSB, CSB may assign a Field Engineer to provide Hands-On Field Support, including arranging with the manufacturer for warranty support and testing the Customer Equipment once support has been provided.

CSB makes no warranty of response time for Incidents requiring Hands-On Field Support but will use all commercially reasonable efforts to provide a qualified Field Engineer for such purpose in a timely manner. Each Hands-On Field Support Incident shall include a minimum charge of one (1) hour of CSB time and thereafter shall be chargeable to Customer in six (6)-minute increments. Unless expressly set forth to the contrary in an SLA for a Service, no free Hands-On Field Support is included with any

Service. Hands-On Field Support is available at hourly, block, or emergency rates.

Unless a block or emergency rate is separately agreed upon in the Order, Customer agrees to pay for Hands-On Field Support at CSB's current hourly rate for CSB Technical Support chargeable in six (6)-minute increments. Customer acknowledges and agrees that, in the event the resolution of an Incident requires Hands-On Field Support, Customer will be responsible for on-site cooperative testing with CSB Technical Support to assist in the diagnosis and correction of such Incident. Except as expressly set forth in the Master Terms, Hands-On Field Support services do not include any warranty or representation with respect to support, and CSB expressly disclaims any warranties related to hardware replacement, software replacement, programming assistance, project management, additional product features, or other components of Hands-On Field Support services.

## CONFIGURATION CHANGES

If expressly provided in the applicable SLA or Order, CSB will provide Configuration Change Services as described in this Section. "Configuration Changes" include, without limitation: (a) Internet protocol (IP) changes (e.g., routing, renumbering); (b) ACL modifications; and (c) account administration as reasonably necessary to support the optimal functionality of the Services. If CSB determines that a Configuration Change should be performed as a Hands-On Field Service for which Customer will incur additional charges, CSB will not implement such Configuration Change unless CSB first provides a verbal or written estimate of the cost associated with such work. Any dispute between CSB and Customer regarding whether a Configuration Change will be allowed as part of the Service Fees or will be performed as a Hands-On Field Service for which Customer will incur additional charges will be resolved in accordance with the dispute resolution provisions of the Master Terms. Configuration Changes do not include engineering design services, carrier technologies (MPLS, VPLS, AtoM), or Equipment replacements or upgrades, which will always incur additional charges. Configuration Changes are available only on Managed Devices located in a CSB facility or CSB Equipment deployed at Customer's premises that is Managed by CSB. CSB has the sole right to determine whether or not to implement any Configuration Change requested by Customer.

## MAINTENANCE

- 1. Scheduled Maintenance:** CSB will use its best efforts to perform all Maintenance within the weekly "Maintenance Window" that commences on Thursday at 9:00 P.M. and ends on Friday at 5:00 A.M. "Scheduled Maintenance" means any Maintenance or change performed or to be performed during a Maintenance Window. Scheduled Maintenance also includes any Maintenance to be performed by CSB at Customer's request, whether or not performed during a Maintenance Window. Customer understands and agrees that during the performance of Scheduled Maintenance, restore operations and Backup operations will not be available. With respect to all planned major changes with expected service disruptions greater than 1 hour in length, not less than 14 days in advance of the applicable Maintenance Window, CSB will: (1) provide notice of such changes to Customer by email. Except as expressly provided in this Section, CSB will not be required to provide Customer with any notice of Scheduled Maintenance to be performed during a Maintenance Window. SLAs will not apply during any Scheduled Maintenance.
- 2. Emergency Maintenance:** CSB may perform Maintenance at times other than during a Maintenance Window or such time as is requested by Customer if, but only if, CSB has first determined in its commercially reasonable judgment that, in order to prevent a Material Adverse Effect, it would be unreasonable to defer or delay such Maintenance until the next regularly scheduled Maintenance Window ("Emergency Maintenance"). If feasible under the circumstances, CSB will use commercially reasonable efforts to provide Customer with twenty-four (24) hours' prior written notice of the

performance of Emergency Maintenance, however certain emergencies may require immediate action on behalf of CSB without prior notification. SLAs will apply during any Emergency Maintenance.

- 3. Service Outages; Notices:** CSB will notify Customer's Primary Technical Contact by email or phone not less than fifteen (15) minutes after the start of a Service Outage. Customer may designate one (1) additional Authorized Contact to receive phone and email notices of Service Outages. In providing any notices contemplated by this Section, CSB may rely on the latest contact information in its records for Customer's Primary Technical Contact or other Authorized Contact until such time as CSB has actually received updated contact information from Customer in writing. CSB is not responsible for its inability to provide notice if Customer has failed to provide current contact information.

## SUPPORT LIMITATIONS

CSB Technical Support will not be responsible for end user support of issues not directly related to a CSB Service. This includes (but is not limited to) Customer systems, Customer equipment (unless Managed by CSB), Customer application support, and requests for assistance related to Customer sales or pre-sales activities, such as completing RFPs.

## EQUIPMENT

### GENERAL

Customer may purchase or lease from CSB Equipment necessary to utilize the Services. Any such purchase or lease will be set forth in an Order.

### EQUIPMENT REQUIREMENTS

- 1. Required Equipment and Compatible Equipment:** CSB will identify the specific Equipment required for use with each Service in the respective Order (the "Required CE"). CSB will provide Customer a list of Equipment for purchase or lease that is compatible with the Required CE, provided that CSB may modify such list of compatible Equipment at any time. CSB agrees that it will support all Required CE acquired by Customer and included on its list of compatible Equipment in accordance with this MSLA ("Supported Equipment") and the Equipment Order.
- 2. End-of-Sale Equipment:** CSB reserves the right to classify previously Supported Equipment as "End-of-Sale." When CSB has classified previously Supported Equipment as End-of-Sale Equipment, CSB will no longer sell or lease such Equipment to Customer even if Customer previously purchased identical previously Supported Equipment. CSB will fully support End-of-Sale Equipment for not less than twelve (12) months following its classification as End-of-Sale Equipment.
- 3. End-of-Life Equipment:** CSB reserves the right to reclassify any End-of-Sale Equipment as End-of-Life Equipment at any time following twelve (12) months after such Equipment had been first classified as End-of-Sale Equipment. When CSB has reclassified End-of-Sale Equipment as End-of-Life Equipment, CSB will no longer sell, lease, or support such Equipment. CSB will give Customer not less than sixty (60) days' prior written notice of its intent to reclassify any Equipment as End-of-Life Equipment. If Customer has Equipment that has been classified as End-of-Life Equipment CSB reserves the right to upgrade to supported Equipment at Customer's expense in order to provide Service to Customer. CSB does not relinquish this right even if Equipment was sold to Customer by CSB.

### EQUIPMENT CONFIGURATION

Customer is responsible for all Customer Equipment configuration changes requested or implemented by



Customer and not specifically outlined in this MSLA, any Order, or any SLA. Customer is responsible for any Customer Equipment modifications necessary to accommodate a Service.

## EQUIPMENT FAILURE/HARDWARE REPLACEMENT

Unless a Vendor's warranty applies or Customer has purchased for Customer Equipment a warranty, extended warranty, or other similar arrangement from CSB, Customer is responsible for and will cover the cost of any failure of Customer Equipment. No such failure of Customer Equipment will excuse Customer's performance under any SLA or Order.

CSB is responsible for and will cover the cost of the maintenance or replacement of its Back-End Infrastructure hardware and components. In the event of a failure of such hardware or hardware components, CSB will provide replacements from CSB's inventory, if available. If replacement hardware is not available in CSB's inventory, CSB will arrange for replacements from the Vendor and CSB will not be excused from any failure to meet SLAs by which CSB is bound.

## SERVICE LEVEL AGREEMENTS

### GENERAL

The Services will be subject to the SLA Goals set forth in this Section, and Customer may be entitled to credits ("SLA Credits") if CSB fails to meet the applicable SLA Goals. CSB understands and agrees that Customer's losses incurred as a result of CSB's noncompliance with certain SLA Goals would be difficult or impossible to calculate. Accordingly, the parties agree that the SLA Credits are a reasonable estimate of damages for any such noncompliance and not a penalty. Customer must at all times cooperate with CSB in testing, determining, and verifying that a qualifying Service Outage or a deterioration or degradation of Services has occurred. CSB will initially determine, in its commercially reasonable discretion, whether a Service Outage has occurred and an SLA Credit is due to Customer. Any dispute between CSB and Customer regarding whether a Service Outage has occurred or whether an SLA Credit is due to Customer will be resolved in accordance with the dispute resolution provisions of the Master Terms.

### SLA CREDIT REQUEST PROCESS AND LIMITATIONS

In order to receive SLA Credits, Customer's Primary Technical Contact must immediately notify CSB Technical Support of an Incident with a CSB Service that results in a Service Outage or the interruption, deficiency, degradation, delay of, or other inability of Customer to access the Service (collectively, a "Service Degradation"). A Service Outage or Service Degradation does not include Customer's inability to access such Service for any period during which Scheduled Maintenance is being performed.

CSB Technical Support will open a Trouble Ticket, investigate the Incident and inform Customer whether the Incident is a Service Outage or Service Degradation for which Customer may be entitled to a SLA Credit. Customer may submit a written request to CSB Technical Support not later than thirty (30) days following receipt of such notice to issue the SLA Credit. The appropriate SLA Credits to be reflected on Customer's bill for the Service within the next two (2) succeeding billing cycles.

In no calendar month shall the total service credits, including Network Availability SLA Credits, Major Interruption Credits and Network Performance Parameters (NPP) Credits cumulatively exceed one hundred percent (100%) of the MRC for the applicable Service. For purposes of calculating SLA Credits under this Section, the "Monthly Service Fee" will mean the monthly recurring charge for such Service as reflected on Customer's monthly invoice from CSB, excluding, in all cases: (a) all one-time charges; and (b) the monthly recurring charge attributable to CSB Equipment for such Service. SLA Credits are exclusive of any applicable Taxes charged to the Customer or collected by CSB.

## GLOBAL SLA EXCLUSIONS

SLA Goals will not apply with respect to, and CSB will not be responsible for failure to meet, an SLA Goal resulting from the following:

1. Misconduct of Customer or the Users of a Service;
2. Failure or deficient performance of electrical power, Customer Equipment, or services or systems not provided by CSB;
3. Delay solely caused or requested by Customer;
4. Service Outages or Service Degradations due to any access lines, cabling, or equipment provided by third parties not under CSB's control;
5. Service Outages or Service Degradations during any period in which CSB or its representatives are not afforded access to Customer premises where access lines associated with Service are terminated or CSB Equipment is located;
6. Service Outages or Service Degradations during any period when a hardware component required for a Service is removed from service for maintenance, replacement, or rearrangement purposes or for the implementation of a Customer Order, or by Customer's staff;
7. Contrary to CSB's recommendation, Customer's election not to release a hardware component required for a Service for testing or repair and, instead, to continue using the hardware component;
8. Force Majeure Events as described in the Master Terms;
9. Customer's failure to provide a suitable secure environment for Customer Equipment required for a Service, including, but not limited to, secure mounting and racking and appropriate cooling and air handling;
10. Service Outages or Service Degradations caused by Customer Equipment, configuration, routing event, or technology not Managed by CSB; and
11. Customer's failure to adhere to any material CSB-recommended configurations on Customer Equipment not Managed by CSB.

In addition, SLA Credits will not apply: (i) if Customer is entitled to other available credits, compensation, or remedies from CSB under the applicable SLA for the same Service Outage or Service Degradation; (ii) to Service Outages or Service Degradations not reported or confirmed by Customer's Primary Technical Contact to CSB; (iii) where Customer reports a Service Outage or Service Degradation, but CSB after diligent, good faith effort cannot confirm such Service Outage or Service Degradation; and (iv) when (but only to the extent) the Service with respect to which a Service Outage or Service Degradation is reported depends on another Service that subjects CSB to a less onerous SLA Goal.

If Customer elects to use another provider or method to restore Service during the period of a Service Outage or Service Degradation, Customer must pay the charges of such other provider for the alternative Service used.

## SLA CLASSIFICATIONS AND SLA GOALS

The following Service Availability and Service Performance SLA Goals and SLA Credits are applicable unless an SLA expressly makes them inapplicable to a Service. Other SLA Goals and any applicable SLA Credits tied to such SLA Goals are set forth in each SLA, if applicable.

### • SERVICE AVAILABILITY SLA GOALS

"Service Availability" SLA Goals will apply only to Service Outages with respect to which a Service is completely unavailable. If CSB Technical Support confirms that the Service is one hundred percent (100%) unavailable, the Service Outage will be categorized as a Service Availability Incident and all SLA Credits and other remedies applicable to Service Availability will apply. Any SLA Credits and remedies not specifically defined as associated with Service Availability will not apply to the applicable Service Availability Incident. Any dispute between CSB and Customer regarding the classification of a Service



Outage as a Service Availability Incident will be resolved in accordance with the dispute resolution provisions of the Master Terms.

Goal	Remedy
99.99% availability ~ 4.32 minutes downtime monthly	Each hour or portion thereof that a Service is unavailable above the SLA Goal qualifies Customer for a credit of five percent (5%) of Monthly Service Fee. In no calendar month shall the total service credits, including Network Availability SLA Credits, Major Interruption Credits and NPP Credits cumulatively exceed one hundred percent (100%) of the MRC for the applicable Service.

## • SERVICE PERFORMANCE SLA GOALS

“Service Performance” SLA Goals will apply to Service Degradations. If CSB Technical Support determines that the Service is available albeit with performance degradation, the Incident will be categorized as a Service Performance Incident and all SLA Credits and other remedies applicable to Service Performance will apply. Any SLA Credits or remedies not specifically defined as Service Performance SLA Goals will not apply to the Incident. Service Performance SLA Credits will not be allowed more than once for any one specific Service Performance Incident. Any dispute between CSB and Customer regarding the classification of a Service Outage as a Service Performance Incident will be resolved in accordance with the dispute resolution provisions of the Master Terms.

## • OTHER SLA GOALS

The following SLA Goals, if applicable, and any corresponding SLA Credits, if any, apply whenever a specific SLA Goal specified in an SLA has not been met. Notwithstanding any provision in this MSLA, the Master Terms, or any SLA to the contrary, such SLA Credits may qualify for consideration even when Service Availability or Service Performance SLA Credits are requested against the same Service Outage or Service Degradation.

### ○ INITIAL INCIDENT RESPONSE

The “Initial Incident Response” SLA Goal will be measured during standard business hours (7AM – 5PM Central Time, Monday through Friday) from the time Customer places a Support Call to CSB Technical Support to the time CSB Technical Support responds with respect to the underlying Incident by either phone or email. Resolution of the Incident will not be considered to be part of this SLA Goal.

Incident Priority	Goal
1: Emergency Response	1 hour
2: Urgent Response	2 hours
3: Normal Response	24 hours

### ○ INCIDENT RESOLUTION / SERVICE REPAIR OBJECTIVE

The “Incident Resolution / Service Repair Objective” SLA Goal will be measured during standard business hours (7AM – 5PM Central Time, Monday through Friday) from the time Customer places a Support Call to CSB Technical Support to the time the underlying Incident has been resolved or a suitable workaround is in place to restore the affected Service substantially to its normal

performance. The Incident Resolution / Service Repair Objective SLA Goal will be measured on an Incident-by-Incident basis and is stated as the Mean Time to Recovery ("MTTR") of the affected Service.

Incident Priority	Goal
1: Emergency Response	4 hours <i>(6 hours for CSB Equipment located at Customer's premises)</i>
2: Urgent Response	8 hours
3: Normal Response	48 hours

## ○ **EQUIPMENT REPLACEMENT**

The "Equipment Replacement" SLA Goal is measured as the MTTR of the affected Equipment. In the event of a failure of Equipment or components provided by CSB, if any, the MTTR will be determined by the associated Incident Priority assigned by CSB. If replacement Front-End Infrastructure Equipment is not readily available from CSB inventory, MTTR begins at the time CSB takes possession of said replacement Equipment. For Customer Equipment, MTTR starts at such time CSB receives the replacement Equipment from Customer and/or Vendor.

## ○ **MONITORING**

The "Monitoring" SLA Goal is measured from the time a Service Outage is detected by CSB Monitoring systems until such CSB Technical Support reports such Service Outage to Customer by phone or email. The Monitoring SLA Goal will be met when Customer's Primary Technical Contact or other Authorized Contact is notified by phone call or email from CSB Technical Support pursuant to the Notifications Section of this MSLA. Receipt of the notification by Customer or lack of receipt will not be considered to be part of SLA Monitoring Goal.

## ○ **PROVISIONING**

For purpose of any "Provisioning" SLA Goal, the duration of Provisioning with respect to any Service shall commence on the date the relevant Order is signed by Customer and shall end when the Service is fully functional and accessible by Customer.

## DEFINITIONS

- **Activation Date** means the earlier of (i) the date on which Service is activated on first newly contracted Customer Equipment by CSB, or (ii) 90 days from the date the Agreement is signed by Customer.
- **Back-End Infrastructure** means the back-end hardware, other Equipment, cabling, rack space, switching/routing/network infrastructure, application software, and operating software running in CSB Data Center that allows it to provide the Services.
- **Backup** means the result of copying or archiving files and folders for the purpose of being able to restore such files and folders in case of data loss occurring, for example, as a result of computer viruses, hardware failures, file corruption, fire, flood, or theft.
- **Data Center** means the physical space within the CSB facility that houses the Back-End Infrastructure used to provide Services.
- **Device** means Customer servers, desktop computers, tablets, smartphones, or other Customer-owned or provided Equipment used by Customer to receive the Services that are under Management by CSB.
- **Equipment** means servers, desktop computers, routers, switches, hardware, and other peripherals and components deployed to provide or enable the Service. Equipment may be owned or leased by CSB ("CSB Equipment") or Customer ("Customer Equipment").
- **Field Engineer** means a CSB engineer who provides CSB Technical Support Services at Customer's premises (as opposed to remotely).
- **Front-End Infrastructure** means front-end, User-side servers, desktop computers, routers, switches, other Equipment, application software, and operating system software deployed to allow Users to access the applicable Service.
- **Hands-On Field Support** means technical support provided by a Field Engineer on site at Customer's premises in response to a request for CSB Technical Support that cannot be handled by Remote Support.
- **Impact** means the effect an Incident is having on Customer, the Customer Organization, or Customer's ability to conduct its normal and customary operations. Impact, for the purpose of obtaining or providing CSB Technical Support, will be measured in three levels: (i) Low – Limited direct impact on major business processes; (ii) Medium – Business is degraded, but there is a workaround acceptable to Customer; and (iii) High – Major business processes are stopped.
- **Incident Priority means** the priority assigned to a Support Call and the underlying Incident.
- **Maintenance** means any planned or emergency activity performed by CSB in connection with an application or installation of fixes, patches, updates, or revisions to any system, Service, Device, or Equipment that is used by CSB to Provide a Service, or the implementation, routine or otherwise, of repairs, corrections, or modifications thereof.
- **Maintenance Window** means the period described in Section 4.D. of this MSLA.

- **Material Adverse Effect** means any material degradation, delay, diminution, or disruption of any Service.
- **Managed (Manage; Managing)** means CSB assumes the responsibility for providing a defined set of services.
- **Monitored (Monitor; Monitoring)** means Services where CSB monitors a Device, server, or service based on alert thresholds agreed upon by CSB and Customer. Customer is responsible for providing a list of what is to be monitored and a list of individuals to whom alerts should be delivered.
- **Organization** means a set of Users of a Service defined by Customer. An Organization typically includes every employee of an individual company obtaining a Service.
- **Priority** means the scope of Users affected by an Incident. Priority, for the purpose of obtaining or providing CSB Technical Support, is measured in four levels: (i) Low – A Customer makes an inquiry or asks for help that does not affect other users or their business; (ii) Normal – One User or a small group of Users are affected; (iii) High – A Customer department or a large group of Users is affected; and (iv) Critical – All or substantially all Users are affected.
- **Provision (Provisioning)** means the process by which CSB obtains goods, equipment, and services necessary for CSB to provide a Service to Customer.
- **Service Level Agreement** means a written agreement between CSB and Customer setting forth the specific terms and conditions applicable to particular Services (as opposed to those generally applicable to all Services) identified in the applicable Order.
- **Service Outage** means a condition in which a User is completely deprived of a Service (or multiple Services) for at least fifteen (15) consecutive minutes due to a failure of a system, Device, operating system, circuit, or service that is Managed or under the direct control of CSB. This does not apply to outages during scheduled Maintenance Windows.
- **SLA Goals** means the obligations, requirements, and standards CSB sets with respect to the delivery of Services to Customer.
- **User** refers, with respect to a given Service, to an individual authorized by Customer to utilize such Service.
- **Vendor** means a third-party manufacturer, supplier, or vendor.

## [End of Master Service Level Agreement]