

This Product Schedule describes the product, terms and conditions and service level objectives of TeraGo's Managed Network Services. Service level objectives related to network connectivity can be found in TeraGo's Service Level Agreement.

https://cdn.terago.ca/wp-content/uploads/2022/01/31145251/TeraGo-Service-Description-2022.pdf

Capitalized terms that are not defined herein are as defined in TeraGo's Master Services Agreement.

https://terago.ca/legal/

PART I PRODUCT DESCRIPTION

TeraGo Managed Network Services allows business Customers to optimize their network performance and IT resources by leveraging TeraGo's advanced management systems and team of network experts to manage their network infrastructure. TeraGo Managed Network Services (MNS) helps business Customers to:

- Reduce outages and degraded service conditions.
- Improve network performance.
- Reduce IT resource costs.
- Reduce capital costs.

TeraGo's MNS provides business class support for Customer Internet and WAN connections. MNS includes a full suite of managed services administered by TeraGo's network professionals and partners. TeraGo MNS includes the following services:

1.1 PROACTIVE MONITORING

TeraGo MNS supports 24/7 continuous monitoring of Customer equipment and Network Connections with TeraGo network professionals proactively triaging service incidents and affecting repairs before they cause significant issues.

1.2 NETWORK DEVICE MANAGEMENT

TeraGo network professionals will fully manage the design, configuration, implementation and maintenance of TeraGo provided Network Devices.

1.3 ADVANCED MONITORING & REPORTING (Currently not Available)

TeraGo MNS delivers a rich set of advanced analytics and reporting that allows network managers to fine tune and optimize their applications and network performance.



PART II PROACTIVE MONITORING

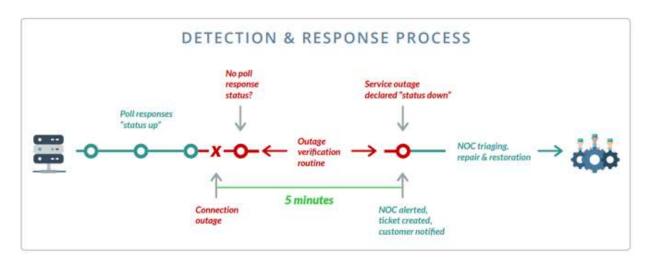
2.1 MONITORING, ALARMING & NOTIFICATION

With Proactive Monitoring, TeraGo will continuously monitor Internet and WAN connections for service outages, and TeraGo's NOC team will proactively initiate repairs if an outage is detected. TeraGo's Proactive Monitoring system will automatically generate service tickets and will automatically send email notifications to Customer contacts in the event of a service outage.

Proactive Monitoring helps businesses to reduce incident down times and implement contingency plans in the event of an outage on a business-critical connection. TeraGo Proactive Monitoring includes:

- 7x24x365 monitoring of Internet or WAN connections.
- Automated detection, verification and declaration of a Service Outage within 5 minutes of a connectivity outage. Automated service ticket creation.
- Automated Customer notification of a Service Outage within 5 minutes of a connectivity outage.
- Support for TeraGo Service Level Agreements. With Proactive Monitoring, Service Availability and MTTR SLAs begin with the automated Service Outage declaration.

2.1.1 PROACTIVE MONITORING PROCESS



The following steps summarize TeraGo's Proactive Monitoring process for declaring a Service Outage and initiating repairs and restoration:

- (1) TeraGo's monitoring system continuously polls onsite CPEs or hardware at 1-minute intervals.
- (2) If the TeraGo monitoring system detects a loss of connectivity, it will initiate an outage verification routine where the monitoring system will follow up with additional polls to verify that the Network Connection is down. This vetting process is designed to limit false alarms caused by missed or interrupted polls, or by interface flapping on Network Device or CPE ports.
- (3) If the monitoring system verifies that a Network Connection is down, TeraGo will automatically declare a Service Outage:
 - TeraGo NOC will be alerted, and a service ticket will be automatically created.



- TeraGo NOC will initiate incident triaging and troubleshooting.
- Service ticket timestamp will mark start time for any related TeraGo service level objectives.
- Notifications will be automatically sent to customer contacts via email.
- (4) The Service Outage will be declared within 5 minutes of the actual network connection outage.

TeraGo Proactive Monitoring is capable of detecting service outages caused by

- Failures in the Network Connections.
- Failures in the service provider's core or distribution networks.
- Failures of the Customer Premises Equipment (i.e., service provider device terminating the Network Connection at the Customer site).
- Failures in the Managed Network Device.

2.2 MONITORING THIRD-PARTY CONNECTIONS

TeraGo Proactive Monitoring can be applied to Network Connections supplied by 3rd party service providers. These circuits can be procured by TeraGo or by the Customer. For Proactive Monitoring to be applied to 3rd party connections, the following conditions must be met:

- A static IP on the service provider CPE or other onsite hardware that TeraGo can poll for availability.
- Onsite hardware that can respond to ICMP or SNMP poll requests from TeraGo's Monitoring System.
- For Customer procured 3rd party connections, a signed letter of authorization (LOA) from the Customer.

Onsite hardware can include: (1) a CPE supplied by the 3rd party service provider, (2) a device supplied by the customer (e.g., router), or (3) a TeraGo provided onsite device. Please note that additional monthly fees will be charged if TeraGo has to provide an additional onsite device to support Proactive Monitoring on a site with 3rd party connections.

2.3 PROACTIVE REPAIR AND RESTORATION

With Proactive Monitoring, TeraGo will proactively manage and coordinate the repair and restoration of Network Connections, Network Elements and CPEs. Upon declaring a Service Outage, TeraGo's NOC will triage and initiate repairs and restoration within 5 minutes of a service outage being detected.

Proactive repair and restoration include the following:

- (a) Problem isolation, problem identification and problem resolution.
- (b) Centralized coordination and management of connectivity repairs and restoration, including dispatch of on-site technicians, trouble-ticket tracking, proactive notifications and status reporting.
- (c) Centralized coordination and management of equipment repairs and restoration, including dispatch of on-site technicians, equipment shipping, trouble-ticket tracking, proactive notifications and status reporting.
- (d) Restoration of Network Device configurations following network, connectivity or equipment repairs.
- (e) Restoration of services following network, connectivity and equipment repairs.



2.3.1 NETWORK ELEMENTS

TeraGo will proactively manage and affect repairs and restoration on TeraGo owned Network Elements that support the Network Connections provided by TeraGo.

TeraGo will proactively manage and assist service providers to affect repair and restoration on Network Elements that support 3rd party Network Connections.

2.3.2 NETWORK CONNECTIONS

TeraGo will proactively manage and affect repair and restoration of Network Connections and CPEs that were provided by TeraGo.

TeraGo will proactively manage and assist service providers to affect repair and restoration of 3rd party Network Connections and CPEs that were procured by TeraGo.

Repair and restoration of Network Connections includes the dispatch of on-site technicians, shipping of equipment and replacement of equipment as required.

2.3.3 CUSTOMER SOURCED NETWORK CONNECTIONS

Customer sourced Network Connections are Network Connections that the Customer has procured through a 3rd party service provider (i.e., connections not provided by TeraGo).

If the Customer provides TeraGo with a signed LOA that allows TeraGo to call the 3rd party service provider on their behalf, TeraGo will proactively manage and assist the service provider to affect repair and restoration of Customer sourced 3rd party Network Connections and CPEs. The service provider that provided the Network Connection will be responsible for the dispatch of on-site technicians, shipping of equipment and replacement of equipment as required. The service provider will be responsible for all SLAs and any service credits associated with the SLAs.

2.3.4 CUSTOMER RESPONSIBILITIES

The Customer will be responsible for managing and coordinating the repair and restoration of Customer sourced Network Connections and CPEs that TeraGo has not agreed to manage on behalf of the Customer.

When isolating connectivity, CPE or Network Device faults for the purposes of repair and restoration, the Customer may be asked by TeraGo to provide basic technical information to assist with fault isolation. Basic technical information may include visual inspections of equipment to ascertain light indicator status, physical cable connectivity, switch positions and power availability.

The Customer will be responsible for providing building access to on-site technicians for the repair, restoration or replacement of Network Connections, CPEs or Network Devices.



PART III NETWORK DEVICE MANAGEMENT

With TeraGo Network Device Management, TeraGo will provide an onsite Network Device (e.g., switch, router) to support the Customer's Internet or WAN connections. TeraGo will maintain ownership of the Network Device and will be responsible for maintenance and management of the Network Device's configuration, and management of any updates or upgrades to the Network Device. TeraGo Network Device Management includes:

- (a) Design, configuration, installation, testing and deployment of the Network Device.
- (b) Proactive Monitoring of the Network Connection and Network Device.
- (c) Proactive repair, replacement and restoration of Network Devices.
- (d) Management of any Network Device configuration change requests.
- (e) Management of upgrades and updates to Network Devices.

3.1 DESIGN & CONFIGURATION

With Network Device Management, TeraGo will manage the design and configuration of the Network Devices. Network Device design and configuration includes:

- Overall design of the connectivity architecture.
- Selection and sizing of the appropriate Network Device.
- Network Device configuration including implementation of management and security policies.

3.2 INSTALLATION & ACTIVATION

TeraGo will manage the shipping of Network Devices to the Customer's sites and will manage the installation, testing and activation of Network Devices on the Customer site.

3.2.1 TERAGO INSTALLATION SERVICES

TeraGo Installation Services provides onsite technicians to install Network Devices at Customer sites within Canada.

Availability of TeraGo Installation Services is dependent on the location of the site and the requested scope of installation. TeraGo will vet all requests prior to contracting to provide Installation Services to a specific Customer site.

- TeraGo will only provide Installation Services to locations within 200km of a TeraGo Service Depot.
- Installation Services are provided during Normal Business Hours (Monday to Friday 8am-5pm).
 Requests for Installation Services outside of Normal Business will be vetted prior to contracting to provide Installation Services and may incur additional charges.
- Locations that are further than 200km away from a TeraGo Service Depot will be considered on a case-by-case basis for TeraGo Installation Services.
- The Customer will provide a minimum of 10 days advanced notification of required Installation Services to TeraGo.



• The Customer will provide the site locations, site contacts and scope of required installation for each Customer site.

TeraGo Installation Services include:

- Shipping of Network Devices and required equipment to the Customer site or TeraGo Service Depot.
- Unpackaging of Network Devices and equipment
- Placement of Network Devices at the designated on-premises location.
- Connecting power cables between the on-premises power source and the Network Device.
- Connecting WAN cables between the Network Device and the supplied Telco CPEs.
- Connecting LAN cables between the Network Device and the Customer LAN device.
- Assisting the TeraGo NOC with testing and activation of the Network Device and network service.

TeraGo Installation Services does not include the following items:

- Installation of conduit
- Installation of specialized or shielded cabling.
- Extending power or communication cables.
- Vertical riser builds.
- No core drilling, conduit, wire molding, power poles, sleeves or running through walls, multiple floors, elevators or service shafts required. These, as well as lock tile, high ceilings or open warehouse ceilings requiring scissor lifts are considered out of scope, unless expressly set forth in this SOW.
- Desktop connections, printer connections, ancillary device connections
- Providing in-premise facilities cabling (patch cables, special cables, serial cables etc.)
- Any other additional construction or installation work that is beyond the capabilities of TeraGo's Installation technicians.

Any installation work or construction services that are not included as part of TeraGo Installation Services will be vetted, approved, and priced on an individual case basis by TeraGo prior to contracting to provide installation.

3.2.2 TERAGO INSTALLATION SERVICES PRICING NOTES

The following miscellaneous costs may incur additional charges to TeraGo's standard Installation Service pricing.

- (a) Pricing assumes one technician for 1 hour of onsite time to facilitate installation and testing plus any travel time. Any additional hours of onsite time required by the technician will be billed additionally on a Time & Materials basis.
- (b) Installation Services limits the amount of equipment that one onsite technician can install to 50lbs or less. If more than 50lbs of equipment is to be installed, then TeraGo will dispatch two technicians, and will charge 2X the appropriate Installation Service rate.



- (c) For sites that are more that 200km away from a TeraGo Service Depot, sites will be vetted and priced on an Individual Case Basis.
- (d) TeraGo, at its discretion, may charge additional one-time fees for equipment, hardware, supplies, parking fees, tolls, shipping or mileage that was incurred during an installation (please refer to the Time & Materials Incidental Fees section).

3.2.3 CUSTOMER INSTALLATION

The Customer may request or require that their own personnel install the Network Devices on their premises. In this case, TeraGo will remotely manage the configuration, testing and activation of the Network Devices and will provide the Customer with remote support during the installation of the Network Devices (if requested). If a Customer elects to do their own installation, TeraGo will only charge the Customer for shipping Network Devices to the Customer site. TeraGo will not charge the Customer for remote installation support or remote configuration, testing and activation of the Network Devices.

3.3 NETWORK DEVICE MANAGEMENT – MANAGEMENT & MAINTENANCE

TeraGo Network Device Management provides management and maintenance services for Network Devices supplied by TeraGo. TeraGo will manage the configuration of the Network Device including any Customer-initiated configuration changes or any operating system, software, application, or firmware upgrade or update. TeraGo will also be responsible for the repair, replacement and restoration of any Network Devices provided by TeraGo.

3.3.1 PROACTIVE MONITORING

TeraGo Proactive Monitoring is included as part of TeraGo Network Device Management. The TeraGo Proactive Monitoring service is described in Part II of this schedule.

3.3.2 REPAIR AND RESTORATION

With TeraGo Network Device Management, TeraGo will manage the repair, replacement and restoration of Network Devices provided by TeraGo. Repair, restoration and replacement of Network Devices includes the dispatch of on-site technicians and shipping of equipment as required.

TeraGo's Onsite Support is for the onsite repair, replacement and restoration of defective Network Devices on the Customer site by a TeraGo technician. TeraGo provides three levels of onsite support to Customer sites within Canada: 4 Hour (4HR) Onsite Support, Next Business Day (NBD) Onsite Support and Standard Onsite Support.

TeraGo can also provide support for Customers that would rather leverage their own resources to manage the onsite repair, replacement and restoration of Network Devices.

If a Network Device provided by TeraGo is purposely or accidentally damaged or altered by the Customer or a third party employed by the Customer, TeraGo reserves the right to charge the Customer the cost of repairing, restoring or replacing the Network Device. These costs may include the cost of equipment, shipping costs and the costs of any required on-site technicians.



3.3.3 CUSTOMER RESPONSIBILITIES

When isolating Network Connectivity, CPE or Network Device faults for purposes of repair and restoration, the Customer may be asked by TeraGo to provide basic technical information to assist with fault isolation. Basic technical information may include visual inspections of equipment to ascertain light indicator status, physical cable connectivity, switch positions and power availability.

The Customer will be responsible for providing building access to on-site technicians for the repair, restoration or replacement of Network Connections, CPEs or Network Devices.

3.3.4 4HR ONSITE SUPPORT

With 4HR Onsite Support, TeraGo will dispatch an onsite technician to the Customer's site to replace a Network Device within 4 hours of isolating the defective device by TeraGo's Network Operations Center (NOC).

- Availability of TeraGo 4HR Support is dependent on the location of the site. Site locations will be vetted by TeraGo prior to contracting to provide TeraGo 4HR Support to a specific Customer site.
- o TeraGo can only provide 4HR Support to locations within 100km of a TeraGo Service Depot.
- Hours of availability for 4HR Support can include: 7x24x4, 7x16x4, 7x8x4, 8x5x4.
- Hours of availability for 4HR Support are dependent on the location of the site. Site locations will be vetted for hours of availability by TeraGo prior to contracting to provide TeraGo 4HR Support to a specific Customer site.
- 4HR Support is provided during Normal Business Hours (please refer to the TeraGo Onsite Maintenance Support – Hours of Availability section). 4HR Support that extends beyond normal business hours may be subject to additional charges (please refer to Labour rates in the Time & Materials section)
- 4HR Support requires that TeraGo maintain device spares at the appropriate TeraGo Service Depot.

3.3.5 NBD ONSITE SUPPORT

With NBD Onsite Support, TeraGo will dispatch an onsite technician to the Customer site to replace a Network Device by the end of the next business day. For NBD Support, the defective Network Device must be isolated by TeraGo's Network Operations Center (NOC) by 3pm local time.

- Availability of NBD Support is dependent on the location of the site. Site locations will be vetted by TeraGo prior to contracting to provide NBD Support to a specific Customer site.
- TeraGo can only provide NBD Support to locations within 200km of a TeraGo Service Depot.
- Hours of availability for NBD Support are 5x8xNBD.
- For NBD Support, if a defective Network Device is not isolated by TeraGo's NOC before 3pm (local time), the onsite support may not be fulfilled until the day following the next business day (i.e., up to 2 business days).
- NBD Support is provided during Normal Business Hours (please refer to the TeraGo Onsite Maintenance Support – Hours of Availability section). NBD Support that extends beyond normal business hours may be subject to additional charges (please refer to Labour rates in the Time & Materials section)
- NBD Support requires that TeraGo maintain device spares at the appropriate TeraGo Service Depot.



3.3.6 NETWORK DEVICE MANAGEMENT - STANDARD SUPPORT

With Standard Onsite Support, TeraGo will dispatch onsite technicians to the Customer site to replace defective Network Devices on a best effort basis.

- Availability of Standard Onsite Support is dependent on the location of the site. Site locations will be vetted by TeraGo prior to contracting to provide Standard Support to a specific Customer site.
- TeraGo will generally only provide Standard Support to locations within 200km of a TeraGo Service Depot. For locations beyond 200km of a TeraGo Service Depot, TeraGo will evaluate the locations on a case-by-case basis.
- Standard Support is provided during Normal Business Hours of Monday to Friday 8am to 5pm local time (excluding designated Holidays). Standard Support that extends beyond Normal Business Hours may be subject to additional charges (please refer to Labour rates in the Time & Materials section).
- For Standard Onsite Support, spare Network Devices will be kept at an appropriate TeraGo Service Depot or at TeraGo's main warehouse in Toronto.

3.3.7 TERAGO ONSITE MAINTENANCE SUPPORT – HOURS OF AVAILABILITY

Support Level	Normal Business Hours	After Business Hours	Weekends & Holidays
Standard Support	Monday-Friday (8am to 5pm local time)	Monday-Thursday (5pm to 8am local time)	Friday (5pm) – Monday (8am) local timeLocal Holidays
NBD Support (5x8xNBD)	Monday-Friday (8am to 5pm local time)	Monday-Thursday (5pm to 8am local time)	Friday (5pm) – Monday (8am) local timeLocal Holidays
4HR Support (7x24x4)	Monday (8am) to Monday (8am) local time	• N/A	Local Holidays
4HR Support (7x16x4)	Monday-Sunday (8am to 12am) local time	Monday-Sunday (12am to 8am) local time	Local Holidays
4HR Support (7x8x4)	 Monday-Sunday (8am to 5pm) local time 	Monday-Sunday (5pm to 8am) local time	Local Holidays
4HR Support (5x8x4)	Monday-Friday (8am to 5pm local time)	Monday-Thursday (5pm to 8am local time)	Friday (5pm) – Monday (8am) local timeLocal Holidays

3.3.8 CUSTOMER MANAGED ONSITE SUPPORT

For Customers that want to or have to use their own internal resources to manage onsite repairs, replacements and restoration of Network Devices, TeraGo can provide remote support.

- Customer assumes responsibility for onsite repairs, replacements and restoration of Network Devices.
- TeraGo NOC will provide remote support to the Customer's onsite staff during repairs, replacements and restoration.
- TeraGo will manage spare Network Devices and will ship them out to Customer sites on an asneeded basis.
- Spare Network Devices will be shipped overnight and will generally arrive at the Customer site within one business day.



 Customer will be responsible for shipping defective spare devices back to TeraGo (TeraGo will cover shipping costs)

3.3.9 CHANGE MANAGEMENT

With Network Device Management, TeraGo will manage all configuration changes and all upgrades and updates to the Network Device. Types of change management include:

- Change requests to the configuration of the Network Device including network management and security policy changes.
- Operating system, software, application, or firmware upgrades and updates to the Network Device.

To ensure the secure integrity of the Customer's service, TeraGo restricts access to affect changes to Network Device configurations. Only TeraGo authorized Network and NOC personnel will have the rights to make changes to Network Device configurations.

3.3.10 CUSTOMER INITIATED CHANGE REQUESTS

Customers can initiate network management and security policy change requests with TeraGo by:

- (1) logging a Ticket in TeraGo's <u>Customer Service Centre</u> (CSC) portal (https://support.terago.cloud/home.php),
- (2) contacting their TeraGo Customer Experience Manager, or
- (3) contacting their TeraGo Client Executive

TeraGo will apply the following conditions when responding to and implementing Customer change requests:

- (a) The TeraGo Customer Experience Manager will respond to Customer change requests within one business day.
- (b) TeraGo will review the change request with the Customer and schedule a maintenance window for the configuration change.
- (c) Customer change requests are to be scheduled five business days in advance of their deployment.
- (d) If the change request is not complex and does not affect billing, TeraGo may (at TeraGo's discretion) expedite the deployment of the requested change.
- (e) A Customer change request that affects billable services will require a signed quote from the Customer before any changes can be deployed.
- (f) Change management requests can only be accepted from authorized Customer representatives.

3.3.11 NETWORK DEVICE UPGRADES & UPDATES

All operating system, software, application, or firmware upgrades and updates to the Network Devices will be deployed during maintenance windows.

(a) Customers will be notified at least one week in advance of any upgrades or updates to the Network Device operating system, software, application, or firmware.



- (b) In certain cases, TeraGo may provide less than one week's notice for critical service-affecting or security upgrades or updates to the Network Device operating system, software, application, or firmware.
- (c) Upgrades or updates to the Network Device operating system, software, application, or firmware will be discussed ahead of time with Customer to determine a mutually agreeable maintenance window to apply the patch.
- (d) Maintenance windows for Network Device upgrades, updates and patches are between 11pm and 5am local time for the Customer site.

3.3.12 RIGHT OF CANCELLATION & SUSPENSION

TeraGo may, acting reasonably and without incurring liability, suspend or cancel repair, restoration and management of Network Connections, CPEs and Network Devices for the following reasons:

- Customer refuses to allow TeraGo to affect updates or upgrades to documented OS/software bugs, defects or vulnerabilities on Network Connections, CPEs or Network Devices provided and managed by TeraGo.
- Customer refuses to affect updates or upgrades to documented OS/software bugs, defects or vulnerabilities on Network Connections, CPEs or Network Devices that are owned and managed by the Customer or by a third party employed by the Customer and are inhibiting the operation and performance of the TeraGo provided Network Connections, CPEs or Network Devices.
- Customer refuses to allow TeraGo to repair, restore or replace damaged or faulty Network Connections, CPEs or Network Devices owned and managed by TeraGo.
- Customer refuses to repair, restore or replace other systems, equipment or applications that are owned by the Customer or by a third party employed by the Customer, and are inhibiting the operation and performance of the TeraGo provided Network Connections, CPEs or Network Devices.
- Customer or third party employed by the Customer attempts to alter CPE or Network Device configurations by physically or virtually gaining unauthorized access into the CPE or Network Device.

TeraGo will use reasonable efforts to provide notice to the Customer before taking action under this Section.

3.4 TIME & MATERIALS

For work that is provided outside the agreed upon Installation Service or Managed Network Device pricing, TeraGo may apply the following Labour and Incidental Fees on a one-time, per incident basis.

3.4.1 LABOUR PRICING

Time & Materials – Onsite Labour Pricing	Hourly Pricing (CAD)
Normal Business Hours (Monday to Friday, 8am to 5pm)	\$200
After Business Hours (Monday to Thursday, 5pm to 8am)	\$300
Weekends & Holidays (Friday 5pm to Monday 8am and Local Holidays)	\$400
Sites Locations more than 200km from a TeraGo Service Depot	Individual Case Basis
Time & Materials – Network Labour Pricing	Hourly Pricing (CAD)
Normal Business Hours (Monday to Friday, 8am to 5pm)	\$250





After Business Hours (Monday to Thursday, 5pm to 8am)	\$375
Weekends & Holidays (Friday 5pm to Monday 8am and Local Holidays)	\$500

3.4.2 INCIDENTAL FEES

TeraGo may apply additional charges for unexpected miscellaneous equipment, hardware, supplies or consumable items that were used by TeraGo technicians to complete an installation. Miscellaneous items may include such items as cabling, wire, patch cords, mounting hardware, cable wrap, cable ties, etc. Miscellaneous equipment fees will be charged to the Customer at a rate of cost + 15%.

Additional fees for parking, tolls or other travel related costs will be applied depending upon the Customer site location. Travel related fees will be charged to the Customer at cost.

For sites that are greater than 200km away from a TeraGo Service depot, TeraGo will charge for round-trip mileage travelled. TeraGo will charge mileage \$0.58 cents per kilometer travelled.

Additional fees for shipping hardware either to the Customer site or to a TeraGo Service Depot will be charged at cost.

All Incidental Fees will be charged in Canadian dollars.



PART IV SERVICE LEVEL OBJECTIVES

4.1 NETWORK CONNECTIONS

Service level objectives are specific to each type of TeraGo provided Network Connection. Please refer to TeraGo's Service Level Agreement for details concerning the terms and conditions and available service objectives for each type of Network Connection provided by TeraGo:

https://cdn.terago.ca/wp-content/uploads/2022/01/31145251/TeraGo-Service-Description-2022.pdf

TeraGo does not support any connectivity service level objectives for Network Connections not procured and deployed through TeraGo. Any SLAs, Service Credits or performance agreements related to Customer sourced Network Connections are the responsibility of the service provider that deployed the Network Connections.

4.2 REPAIRS AND REPLACEMENT OF EQUIPMENT

MTTRs for the repair, replacement or restoration of TeraGo managed equipment are subject to geographical conditions. If a TeraGo technician is required to affect on-site repairs or replacements of Managed Network Devices, the following conditions will apply:

- (a) For Customer sites with 4-hour (4HR) Onsite Support, TeraGo will dispatch a TeraGo certified technician to the Customer site to restore the Network Device within 4 business hours of isolating a defective device or service. The on-site visit must be within normal business hours and the Customer must provide the technician a site contact and access to the site. 4HR on-site support is only available for Customer sites within 100km travel of a TeraGo Service Point.
- (b) For Customer sites with Next Business Day (NBD) Onsite Support, TeraGo will dispatch a TeraGo certified technician to the Customer site and restore the Network Device within one business day of isolating the defective device or service. For NBD Support, if a defective Network Device is not isolated by TeraGo's NOC before 3pm (local time), the onsite support may not be fulfilled until the day following the next business day (i.e., up to 2 business days). The on-site visit must be within normal business hours and the Customer must agree to provide the technician a site contact and access to the site. NBD on-site support is only available to Customer sites within 200km travel of a TeraGo Service Depot.
- (c) For Customer sites with Standard Onsite Support, TeraGo will dispatch a TeraGo certified technician to the Customer site and restore the Network Device on a best effort basis. TeraGo will schedule the on-site visit with the Customer. On-site visits must be scheduled within normal business hours and the Customer must agree to provide the technician a site contact and access to the site. Standard on-site support is only available to Customer sites within 200km travel of a TeraGo Service Depot.

For shipping of replacement Managed Devices to Customer sites for repair or restoration purpose, the following conditions will apply:



- TeraGo will ship the equipment to the Customer site using next business day delivery. Please note that next business day delivery may require 2 business days, depending on the location of the site and time it was shipped from the TeraGo warehouse.
- For remote sites within Canada that are not supported by one business day shipping, TeraGo will
 ship the equipment on a best effort basis. Customer sites that cannot support one business day
 shipping within Canada will be identified by TeraGo during the design and configuration of the
 Customer site.
- Repair and replacement of managed equipment on US or International Customer sites will be handled on a case-by-case basis. Repair and replacement details for each US or International Customer site will be documented prior to the design and configuration of the Customer site.

TeraGo does not support service level objectives on Network Devices that were not provided by TeraGo.

4.3 NOTIFICATION AND PROACTIVE REPAIR & RESTORATION

With TeraGo Proactive Monitoring, TeraGo will notify a Customer via email and will proactively initiate Network Connectivity, CPE and Managed Network Device repairs and restoration within 5 minutes of detecting a Service Outage condition on a Customer's Network Connection.



PART V TERMS AND CONDITIONS

5.1 MASTER SERVICES AGREEMENT

TeraGo Managed Network Services is subject to all terms and conditions detailed in TeraGo's Master Services Agreement. With respect to TeraGo Managed Network Services, if there is a conflict between the terms and conditions in this Product Schedule and the terms and conditions in TeraGo's Master Services Agreement, then the terms and conditions in the Master Services Agreement will prevail. TeraGo's Master Services Agreement can be found at:

https://terago.ca/legal/

5.2 SERVICE INCIDENTS AND SERVICE CREDITS

TeraGo Services are available 24 hours per day, 7 days per week., except during Scheduled Maintenance and Emergency Maintenance periods, as further described in in TeraGo's Service Level Agreement and below.

5.2.1 REPORTING SERVICE INCIDENTS

In the event of an incident that impacts a Customer's Service, the Customer can log a Ticket via TeraGo's Customer Service Centre (CSC) portal (https://support.terago.cloud/home.php), or the Customer can contact TeraGo's NOC at 1-866-TeraGo-2 (1-866-837-2462). TeraGo's NOC is available 24 hours per day, 7 days per week, 365 days per year. Please note the TeraGo Ticketing System (Customer Service Centre, (CSC)) is mobile and tablet friendly – in the event of an outage these devices can be leveraged to log a ticket

When contacting TeraGo's NOC, the Customer may be asked to provide their name*, their company's name, their department's name, the location of the incident and a detailed description of the incident. Please note that TeraGo will only accept incident calls from authorized Customer employees.

Important: The Customer is required to maintain an up-to-date list of authorized Customer contacts with their permissions in TeraGo's CSC portal (https://support.terago.cloud/home.php).

5.2.2 TRACKING SERVICE INCIDENTS

Service Incidents are tracked by TeraGo's ticketing system and recorded in TeraGo's CSC portal (https://support.terago.cloud/home.php). A Service Incident officially begins with the opening of a ticket in the TeraGo ticketing system (i.e., opening timestamp on the ticket). A Service Incident officially ends with the closing of a ticket in the TeraGo ticketing system (i.e., the closing timestamp on the ticket). The length of a Service Incident is calculated from TeraGo's ticketing system - length of time between the timestamp of the ticket being opened to the timestamp of the ticket being closed. The length of a Service Incident shall not include time related to (a) Scheduled or Emergency Maintenance, (b) interruptions resulting from any acts or omissions of the Customer, users or other third parties, (c) Service Incidents not reported by the Customer, or (d) interruption resulting from problems related to a Force Majeure Event or otherwise outside of TeraGo's control and responsibility, including, but not limited to, problems related



to the Customer's LAN, Customer's equipment or any failure caused by power outages, problems in the Customer's location, denial of service attacks, or outages or problems occurring outside of the network.

Scheduled Maintenance. TeraGo conducts routine maintenance of our networks, premises and equipment, most of which do not require any downtime for Customers. Planned downtimes occur on a scheduled basis during the Maintenance Window (i.e., between 11pm and 5am local time), to perform maintenance, upgrades and updates to Network Elements. We will notify the Customer via email of any Scheduled Maintenance at least one week prior to the Scheduled Maintenance. It is the Customer's responsibility to plan for a disruption to Services during a Maintenance Window and take necessary steps to ensure protection of their systems, data and operations.

TeraGo reserves the right to perform Emergency Maintenance as required. Emergency Maintenance is corrective action required to resolve a severe failure in the TeraGo Network, Data Centers or operational infrastructure. TeraGo will employ all commercially reasonable measures to notify Customer in advance of any Emergency Maintenance. Emergency Maintenance may result in a Service Incident.

Important: The Customer is required to maintain an up-to-date list of authorized Customer contacts with their permissions in TeraGo's CSC portal (https://support.terago.cloud/home.php).

5.3 SERVICE CREDITS

Service Credits are applied on a monthly, per Service, per Customer basis. Customers may only request Service Credits based on Service Incidents that have been documented and recorded in TeraGo's CSC portal (https://support.terago.cloud/home.php). All Service Credit requests will be reviewed and honoured within sixty days.

Unless otherwise stated, the total Service Credits for a specific Customer Service cannot exceed 100% of the fixed monthly charges for Managed Network Services and Network Connectivity during a specific month. Variable or usage charges related to the Service will not be included in the Service Credit calculation.

Each of TeraGo's Services are subject to the Service Objectives and Service Credits set out in Part V of this document. In the event of a conflict in Service Objectives for a specific Customer Service, the Service Objectives with the more favorable Service Credits will be applied in the specific month.



PART VI DEFINITIONS

"Agreement" means TeraGo's Master Services Agreement.

"Cable" refers to the use of digital signal transmissions over coaxial cables to provide connectivity Services to a Customer's premises.

"Customer Premise equipment (CPE)" refers to the device that the connectivity service provider places on the Customer's site to terminate the provide Network Connection.

"Customer Sourced Connections" private or public Internet connectivity that the Customer procured from and is managed by another service provider.

"**DSL**" refers to the use of digital signal transmissions over copper telephone lines to provide connectivity Services to a Customer's premises.

"Emergency Maintenance" means configuration changes, upgrades/downgrades or network maintenance that are deemed critical to the stability of network, equipment and premises in order to provide Services to the Customer.

"**Fiber**" refers to the use of dedicated fiber-optic cable to provide connectivity Services to a Customer's premises.

"Fixed Wireless" refers to any point-to-point or point-to-multipoint wireless connectivity that uses licensed or unlicensed radio spectrum to provide connectivity Services to the Customer's premises.

"LAN" means the local area network on the Customer's premises.

"LTE/4G/3G" refers to wireless broadband connectivity for mobile devices using licensed radio spectrum. LTE, 4G or 3G may be used to provided connectivity to mobile devices (e.g., smartphones, tablets, laptops) and to static CPEs.

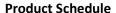
"MRC" means the monthly recurring charge for the Services provided to the Customer.

"MTTR" or "Mean Time to Repair" refers to length of time required to resolve a Service Incident. MTTR calculations are based on the length of a Service Incident, as recorded by TeraGo's ticketing system. Because repairs require prompt access to equipment at Customers locations, MTTR calculations will not include time related to inclement weather, inability to gain access to a Customer's premises, third-party vendor service level agreements, maintenance or emergency restoration activity or crane & rigging requirements.

"MTBSU" means Mean Time between Status Updates

"Maintenance Window" means the hours between 11pm to 5am (local time) to perform scheduled system maintenance, backup and upgrade functions for the network, premises and equipment.

"Network Connections" or "Connections" refers to private or public Internet connectivity provided by TeraGo or other service providers.





"Network Devices" managed routers or switches provide by TeraGo to provide network connectivity and specific network functionality.

"Network Elements" any core or distribution network components of TeraGo's or other service provider's network.

"NOC" means Network and Support Operating Centre.

"Normal Business Hours" means 8am to 5pm in the local time zone or as defined in section 3.3.7.

"Permanent Resolution" means the action(s) to prevent the reoccurrence of a problem or any underlying causes of a Service Incident. When the Permanent Resolution is implemented, the network is restored to the state it was in before the problem occurred.

"Service Credits" are credits owing to the Customer based upon TeraGo Services not meeting specific Service Objectives during a month.

A "Service Incident" occurs when a Customer reports to the TeraGo NOC that a Service is unavailable or is severely degraded to the point of being unusable.

"Service Objectives" are quantifiable metrics used to measure the performance of TeraGo's network and support services.

"Service Unavailable" means the number of minutes or hours that a specific Service is unavailable during a specific month.

"TeraGo Hub Site" – Network and Customer connectivity aggregation points within TeraGo's national network.

"**TeraGo Service Point**" – Dispatch points for 3rd party service technicians that have been certified by TeraGo to repair and restore TeraGo Managed Network Services.