

CellTrust

SL2 Service Level Agreement

v.17.9.11

“**CellTrust Network**” means the software, hardware, and infrastructure, including CellTrust’s routing systems, computers, devices, as well as CellTrust telecommunication equipment and software, and the connectivity used for wireless and landline communication, only to the extent as required for operation of the Purchased Services, and each only to the extent within CellTrust’s control.

CellTrust Network Uptime

The CellTrust Network will be Available for the transmission and reception of communications 99.99% of the time in a given month, excluding Scheduled Maintenance. CellTrust’s Uptime guarantee and remedy for Downtime is as set forth below. This SLA only applies to Purchased Services as defined in the CellTrust Service Agreement.

“Available” and “Uptime” Definitions

The CellTrust Network will be deemed “Available” during Uptime. “Uptime” consists of the correct functioning of the CellTrust Network. The CellTrust Network is deemed to be functioning correctly when the CellTrust Network is performing as planned and documented by CellTrust for the latest version of the Network. Uptime as used in this document refers only to the correct functioning of the CellTrust Network as related to the Purchased Services and does not include the correct functioning of any other third party provider or network infrastructure beyond the CellTrust Network; CellTrust has no ability to control the correct functioning of the Carriers’ or other necessary third parties’ infrastructures or any User’s mobile Device. The Uptime guarantee does not consist of situations where transmission or reception to or from the CellTrust Network is disrupted or affected due to the Customer, Carrier(s), aggregator(s), User(s), or any other party, or force majeure. The CellTrust Network shall be considered to be in Uptime during the periods when CellTrust Network is under Scheduled Maintenance. The CellTrust Network is Available during Uptime and “Unavailable” otherwise.

Downtime

Customer will be deemed to be experiencing “Downtime” if the CellTrust Network is Unavailable for Purchased Services. In such an event, Customer may log the Downtime by opening a trouble ticket with the CellTrust Technical Support team. The “Reported Downtime” is measured from the time the trouble ticket is appropriately opened by Customer with the CellTrust Technical Support Team to the time the CellTrust Network is once again in Uptime. The “Qualified Downtime” is the portion of the Reported Downtime that is verified by CellTrust.

Priority Levels

Priority Level 1

- Defined: Customer’s Purchased Services are substantially impaired and most

of the Purchased Services are materially Unavailable.

- Example: Service outages, all or substantially all communications failing throughout enterprise

Priority Level 2

- Defined: Customer's Purchased Services are partially impaired but somewhat available.
- Example: Regular service interruptions, periodic communication failures throughout enterprise.

Priority Level 3

- Defined: Customer's Purchased Services are affected but for the most part are available.
- Example: Irregular service availability, some communication failures.

Priority Level 4

- Defined: Customer's Purchased Services are substantially available, but some isolated issues exist.
- Example: Minor bug reports, questions.

Important Notes:

1. Workarounds provided by CellTrust may reduce the priority level.
2. CellTrust determines the priority level and may adjust the initial level reported by Customer (in good faith).
3. CellTrust appreciates your cooperation and patience with trouble ticket issues and strives to provide timely resolutions. Please understand that due to complexity of mobile networks and the number of networks involved, the investigation process may be challenging especially outside of normal business hours and for international traffic.

CellTrust Commitment to Guaranteed Uptime

If Customer experiences Qualified Downtime beyond 1% in a given month, CellTrust will credit Customer the pro rata portion of Customer's monthly license fees (if Customer pays fees on an annual basis, the fees will be calculated based upon the equivalent to monthly fees) equal to the portion of any Qualified Downtime experienced beyond 1% in that month, provided that Customer requests such credit in writing within 30 days of the Qualified Downtime. For example, if Customer experiences 5% Qualified Downtime, Customer may be credited 4% of Customer's monthly licensing fee. Furthermore, credit shall only be calculated based on the fees, if any, for the portion of Purchased Services that were negatively impacted by Qualified Downtime. Under no circumstances shall such credit exceed 100% of Customer's fees for the

month in which Qualified Downtime occurs, and the foregoing credit shall be Customer's sole remedy for any Downtime.

Scheduled Maintenance

CellTrust will notify Customer in no less than two (2) business days of any Standard Scheduled Maintenance and as soon as practicable in case of Emergency Scheduled Maintenance. CellTrust will notify Customer prior to and after the Scheduled Maintenance is performed and as soon as practicable if the Scheduled Maintenance is postponed or cancelled. CellTrust will work diligently to minimize the duration of each Scheduled Maintenance and to avoid exceeding the time estimated for each single Scheduled Maintenance. CellTrust notifications are made via Customer's email as provided by Customer for the Designated Support Contact. It is Customer's sole responsibility to ensure that the email address provided is kept up-to-date.

CellTrust reserves the right to update the above terms from time to time upon notice to Customer to account for changes in technology, processes, personnel or other commercially necessary business needs.