

## SL2 SERVICE LEVEL AGREEMENT

### **CellTrust Network Uptime**

The CellTrust Network will be Available for the SL2, 99.9% of the time a month, excluding Scheduled Maintenance. CellTrust's Uptime guarantee and remedy for Downtime is as set forth below.

### **"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, including in the latest version of CellTrust Knowledge Articles and Technical Support documents as published and as updated from time to time on the CellTrust website and/or as emailed to Client by a CellTrust support representative. Uptime as used in this document refers only to the correct functioning of the CellTrust Network and does not include the correct functioning of any other third party provider or network infrastructure beyond CellTrust's Network; CellTrust has no ability to control the correct functioning of the telecommunication carriers' or other necessary third parties' infrastructures or any user's mobile device. The Uptime guarantee does not include situations where transmission or reception to or from the CellTrust Network is disrupted or affected due to the actions of Client, telecommunication carrier(s), aggregator(s), user(s), or any other party, or force majeure. CellTrust's Network shall be considered to be in Uptime during the periods when CellTrust Network is under Scheduled Maintenance. CellTrust Network is Available during Uptime and "Unavailable" otherwise.

### **Downtime**

"Downtime" means the CellTrust Network is Unavailable for SL2. Client must report Downtime by opening a trouble ticket with the CellTrust Technical Support team or the Smash Support team. The "Reported Downtime" is measured from the time the Network is Unavailable until the Network is available to Client. The "Qualified Downtime" must be verified by CellTrust.

### **CellTrust Commitment to Guaranteed Uptime**

If Uptime is below 99.9% in a month, Client will receive a credit equal to 1/30<sup>th</sup> of Customer's monthly licensing fee for the affected month. Under no circumstances shall such credit exceed the fees for the month in which Qualified Downtime occurs. The foregoing credits shall be the sole remedies available for Downtime.

### **Response Times**

CellTrust's response times for resolving any trouble ticket reported by Client shall be based upon the severity level, further defined as follows:

#### ***Priority Level 1***

- Defined: Services are substantially impaired and most of the Services are materially Unavailable.
- Example: Service outages, all or substantially all API calls failing throughout enterprise
- Initial response: Within 15 minutes.
- Subsequent response: Two-hour response time during CellTrust regular business hours (Monday –Friday, 8am-5pm MST, excluding holidays).
- Updates: Each business day until resolution has been reached.

#### ***Priority Level 2***

- Defined: Services are partially impaired but somewhat available.
- Example: Regular service interruptions, periodic message failures throughout enterprise.
- Initial response: Within 15 minutes.

- Subsequent response: Three-hour response time during CellTrust regular business hours.
- Updates: Once every other business day until resolution has been reached.

### ***Priority Level 3***

- Defined: Services are affected but for the most part are available.
- Example: Irregular service availability, some message failures.
- Initial response: Within 15 minutes.
- Subsequent response: Four hours response time during CellTrust regular business hours.
- Updates: When available or resolution has been reached.

### ***Priority Level 4***

- Defined: Services are substantially available, but some isolated issues exist.
- Example: Minor bug reports, questions.
- Initial response: Within 15 minutes.
- Subsequent response: Response to be provided before the end of the next business day, per CellTrust regular business hours.
- Updates: When resolution has been reached.

### **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.
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.

### **Escalation Process**

The first contact for reporting a trouble ticket is the CellTrust Support staff on duty. Client shall report trouble tickets to CellTrust Technical Support via email at [premiumsupport@celltrust.com](mailto:premiumsupport@celltrust.com). If an initial response is not provided as designated in Response Times above, Client may escalate the trouble ticket as set forth below.

#### ***Priority Level 1 Issues***

1. First Escalation: Report to First Contact immediately after Response Time has not been met.
2. Second Escalation: Report to Second Contact two (2) hours after first escalation if no response from First Contact.
3. Third Escalation: Report to Third Contact two (2) hours after second escalation if no response from Second Contact.
4. Fourth Escalation: Report to Fourth Contact two (2) hours after third escalation if no response from Third Contact.

#### ***Priority Level 2 Issues***

1. First Escalation: Report to First Contact immediately after Response Time has not been met.
2. Second Escalation: Report to Second Contact four (4) hours after first escalation if no response from First Contact.
3. Third Escalation: Report to Third Contact four (4) hours after second escalation if no response from Second Contact.
4. Fourth Escalation: Report to Fourth Contact four (4) hours after third escalation if no response from Third Contact.

### **Priority Level 3 Issues**

1. First Escalation: Report to First Contact immediately after Response Time has not been met.
2. Second Escalation: Report to Second Contact one (1) business day after first escalation if no response from First Contact.
3. Third Escalation: Report to Third Contact one (1) business day after second escalation if no response from Second Contact.
4. Fourth Escalation: Report to Fourth Contact one (1) business day after third escalation if no response from Third Contact.

### **Priority Level 4 Issues**

1. First Escalation: Report to First Contact immediately after Response Time has not been met.
2. Second Escalation: Report to Second Contact four (4) business days after first escalation if no response from First Contact.
3. Third Escalation: Report to Third Contact four (4) business days after second escalation if no response from Second Contact.
4. Fourth Escalation: Report to Fourth Contact four (4) business days after third escalation if no response from Third Contact.

### **Contact Information**

1. First Contact: CellTrust Support staff on duty - [premiumsupport@celltrust.com](mailto:premiumsupport@celltrust.com)
2. Second Contact: Technical Support Manager, 480.515.5200 x811, [Escalation2@celltrust.com](mailto:Escalation2@celltrust.com)
3. Third Contact: Director of Technical Support, 480.515.5200 x812, [Escalation3@celltrust.com](mailto:Escalation3@celltrust.com)
4. Fourth Contact: COO, 480.515.5200 x813, [Escalation4@celltrust.com](mailto:Escalation4@celltrust.com)

### **Scheduled Maintenance**

CellTrust will use commercially reasonable efforts to notify Client of any Standard Scheduled Maintenance and as soon as practicable in case of Emergency Scheduled Maintenance. CellTrust will work diligently to minimize the duration of each Scheduled Maintenance. CellTrust notifications are made via email as provided to CellTrust for the Designated Support Contact.

### **Limitations**

This SLA and any applicable Service Levels do not apply to any performance or availability issues:

- Due to factors outside CellTrust's reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to CellTrust's data centers, including at the site);
- That result from the use of services, hardware, or software not provided by CellTrust or within CellTrust's direct span of control, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services;
- Caused using SL2 after CellTrust advised to modify the use of SL2, if Client did not modify its use as advised;
- During or with respect to preview, pre-release, beta or trial versions of SL2;
- That result from unauthorized action or lack of action when required from Client's employees, agents, contractors, or vendors, or anyone gaining access to CellTrust's network by means of passwords or equipment of Client), or otherwise resulting from Client's failure to follow appropriate security practices;
- That result from Client's failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or use of SL2 in a manner inconsistent with the features and functionality of the

SL2 (for example, attempts to perform operations that are not supported) or inconsistent with our published guidance;

- That result from faulty input, instructions, or arguments (for example, requests to access files that do not exist);
- That result from attempts Client to perform operations that exceed prescribed quotas; or
- For licenses reserved, but not paid for, at the time of the incident.