

## Service Level Agreement (“SLA”)

This SLA is incorporated into the SPGSA [ Syrus Pegasus Gateway Service Agreement ] and applicable to all Services delivered to Customers. This SLA does not apply to the availability of Third Party Services which are subject to Third Party Agreements. The SLA is binding only on the Customer and Digital Communications Technologies Llc. business relation and does not apply to any Third Parties, including Customer End Users. The issuance of SLA Credits (defined below) is the sole and exclusive remedy of Customer and Digital Communications Technologies Llc.’s sole and exclusive obligation, for any failure by Digital Communications Technologies Llc. to satisfy the requirements set forth in the SLA.

### SLA Credit Claim

To claim a credit the Customer shall follow the Approved Procedure within seven (7) days of the end of the Claimed Outage. The claim will be reviewed by Digital Communications Technologies Llc., and any credit for Verified Outages (“SLA Credits”) shall be issued as provided below.

**“Claimed Outage”** means the period (measured in minutes) during which Customer claims a Loss of Service during a Measurement Period as reported using the Approved Procedure.

**“Excluded Minutes”** means the period of any outage measured in minutes due to the exclusions set forth in the SLA Credit Exclusion in the Measurement Period.

**“Measurement Period”** means the relevant Term

**“Qualifying Outage Minutes”** mean the aggregate of all minutes of a Verified Outage during a Measurement Period, minus any Excluded Minutes in that Measurement Period.

**“Services”** means the services ordered by Customer and accepted by Digital Communications Technologies Llc. as provided in the SPGSA.

**“Loss of Services”** means the Customer’s inability to connect to the Digital Communications Technologies Llc.’s SYRUS Pegasus Gateway providing the Services to access either (i) the Customer Portal or (ii) a Service. If Customer can connect to Digital Communication Technology Llc.’s SYRUS Pegasus Gateway to access either the Customer Portal or any of the Services, there is no Loss of Services, whether or not Customer can use the Customer Content.

**“Verified Outage”** means a Claimed Outage for a particular Service that has been verified by Digital Communications Technologies Llc. using its monitoring logs of accessibility of the SYRUS Pegasus Gateway interface or any of the Services.

### Services Commitments

Digital Communications Technologies Llc. will use reasonable efforts to provide a service level of 100% for the use of its SYRUS Pegasus Gateway.

**Customer Portal:** Digital Communications Technologies Llc. will use reasonable efforts to meet the service level of 100% for access to the Customer Portal or Interface.

**Redundant Infrastructure:** Digital Communications Technologies Llc. will use reasonable efforts to meet the service level of 100% for access to the services provided to Customers.

### SLA Credits

For each 30 continuous minute period of Qualifying Outage Minutes for a Service in a Measurement Period, Digital Communications Technologies Llc. shall provide a SLA Credit of 5% of the fees for the relevant Service which was subject to the Loss of Service during the Measurement Period. Any period of Qualifying Outage Minutes for a Service which is less than 30 continuous minutes shall not be eligible for an award of SLA Credits. The Customer cannot combine OTHER alleged Claimed Outages to meet this calculation.

### Approved Procedure

Customer is eligible to receive SLA Credit, subject to the following process:

1. The Customer's identified master administrative user will report a Claimed Outage by sending a ticket request to [support@digitalcomtech.com](mailto:support@digitalcomtech.com) or by calling + 1 619-798-6198. The Claimed Outage notification must include Service type, SYRUS Pegasus Gateway URL, dates and times, error messages received (if any), contact information, and full description of the interruption of Service including logs, if applicable.
2. In order to receive a SLA Credit, Customer must submit a report of Claimed Outage to [support@digitalcomtech.com](mailto:support@digitalcomtech.com) within seven (7) days of the end of the Claimed Outage after the technical issues have been resolved.
3. Digital Communications Technologies Llc. will review Claimed Outages against Verified Outages.
4. Digital Communications Technologies Llc.'s determination of SLA Credits is final.
5. Customer agrees to pay all invoices in full while a Claimed Outage is being reviewed or SLA Credit is being determined.
6. Digital Communications Technologies Llc. will communicate the SLA Credits to Customer through Digital Communications Technologies Llc.'s accounting and the ticket will be updated, provided that, the SLA Credit may not be used to reduce the payments due in a below zero balance case. Digital Communications Technologies Llc. will apply the SLA Credits to the Customer's future invoices for the relevant Services subject to Digital Communications Technologies Llc.'s service agreement.

### **Ineligible Customers**

Customers who at the time of the report of the Claimed Outage are not current on their payment of the fees for the Services do not qualify for SLA Credits for such Claimed Outages. In addition, Customers who have not paid their fees when due for the Services three or more times in the previous twelve calendar months do not qualify for SLA Credits.

### **Use of SLA Credits**

SLA Credits may be used solely for future payments due for the particular Service or failure of other obligations for which the Service Credits are issued. The SLA Credits may not be sold or transferred to other parties. SLA Credits may not be used until any Customer violations of the SPGSA are resolved to

Digital Communications Technologies Llc.'s reasonable satisfaction.

Any Customer making false or duplicative claims for Claimed Outages will incur a one-time charge of \$50 per incident for such claims. False or duplicative claims are also a violation of this SLA and may, in Digital Communications Technologies Llc.'s sole discretion, result in a suspension of Services.

SLA Credits shall expire in case of termination or expiration of the SPGSA.

### **SLA Credit Exclusion**

Service Level Credits do not apply for periods during which the Services are not available for the following reasons:

- Digital Communication Technologies Llc. or its third party service providers performing system upgrades, enhancements and routine maintenance activities which are announced upon two days advance notice or for maintenance determined by Digital Communications Technologies Llc. to be an emergency upon notice provided
- Customer use of the Services or any Customer End User's use of the Customer Offering in violation of the SPGSA
- Issues relating to Customer's mistakes
- Problems with Customer's access to Internet;
- System administration, commands, file transfers performed by Customer representatives
- Events described in the SPGSA
- Suspension of Customer's access to the Services as provided in the SPGSA
- Problems caused by Customer's use of the Services or any Customer End User's use of the Customer Offering after Digital Communications Technologies Llc. advised Customer or any Customer End User to modify such use, if Customer or any Customer End User did not modify its use as advised
- Problems arising from Customer or any Third