

EXHIBIT A
PWaaS SERVICE LEVEL AGREEMENT

Logicalis will provide the PWaaS and any related support in accordance with the terms of this PWaaS Service Level Agreement (“SLA”). The SLAs herein may be updated periodically to reflect the evolving nature of this type of support.

I. P5G SERVICE AVAILABILITY SLA

1. **Purpose and Scope.** This P5G Service Level Agreement (“P5G SLA”) relates to the component of Customer’s subscription to the Logicalis PWaaS that is powered by and utilizes Cisco’s P5G Service (referred to herein as “P5G Service” and referred to in the PWaaS as Third Party Software). This P5G SLA provides the terms and conditions that govern the availability service level commitment in connection with Logicalis’ commercial deployment of the P5G Service as part of the PWaaS.
2. **Definitions.** Any capitalized terms used and not defined within this Exhibit A, Section I herein shall have the meaning given them in the PWaaS Terms of Service. As used herein:
 - 2.1. **“Activated Devices Charge”** shall mean the sum of SIMs in activated status for the corresponding calendar month calculated at the stipulated per month overage charge of \$25/SIM and radios in activated status for the corresponding calendar month calculated at the stipulated per month overage charge of \$100/radio.
 - 2.2. **“Availability Level”** has the meaning ascribed to it in Section 3.
 - 2.3. **“Downtime”** is defined as the period of time, measured in minutes, in which the P5G Service platform is not Operational, as verified by Cisco using monitoring software.
 - 2.4. **“Measurement Period”** is defined as the total number of minutes in the relevant calendar month.
 - 2.5. **“Operational”** means that Customer will have access to the P5G Service API and web-based UI.
 - 2.6. **“Service Credit”** means the percentage of the Activated Devices Charge for the calendar month in which the downtime occurred and which Logicalis will credit back to Customer to offset a portion of a future invoice.
 - 2.7. **“Service Level Performance”** means the performance of the P5G Service measured against the Availability Level for the relevant Measurement Period.
 - 2.8. **“Uptime Percentage”** is defined as the total number of minutes in a calendar month minus the number of minutes of Downtime in that calendar month, divided by the total number of minutes for the calendar month, as noted below:

$$Uptime Percentage = \frac{Total Minutes of Measurement Period - Total Minutes of Downtime}{Total Minutes of Measurement Period} \times 100$$

3. **Availability Level and Service Credits.**

- 3.1. Subject to the terms of this SLA, during the Subscription Term, the P5G Service control center platform will make commercially reasonable efforts to be Operational at least 99.9% of the time in any calendar month (the **“Availability Level”**).

If the Uptime Percentage of the P5G Service does not meet or exceed the Availability Level in any calendar month, provided that Customer meets its obligations under the Agreement, SOW, and PWaaS Terms, Customer will be entitled to claim a credit for the corresponding Measurement Period calculated pursuant to the table below (**“Service Credit”**):

<u>Uptime Percentage</u>	<u>% of Activated Devices Charge</u>
<99.9% - ≥ 99.5%	2.5%
<99.5% - ≥ 99.0%	5%
<99.0%	7.5%

- 3.2. For illustrative purposes only, if Customer has 100 SIMs and 10 radios active during Month 3, and the P5G Service control center platform has an Uptime Percentage of 98% during that month, Customer is entitled to claim a Service Credit in the amount of \$262.50 ($\$25/\text{SIM} \times 100 \text{ SIMs} + \$100/\text{radio} \times 10 \text{ radios} = \$3,500 \times .75$).
4. **Exclusions to Downtime.** The period of time associated with the following factors and events shall be excluded from any Downtime calculation:
- 4.1. Issues caused by a Relief Event;
 - 4.2. Scheduled maintenance intervals;
 - 4.3. Factors outside of Cisco or Logicalis’s control or outside the scope of the P5G Service, such as inadequate bandwidth or network failures external to Cisco’s data centers, either at the Location, or between the Location and Cisco’s data centers;
 - 4.4. Issues with external integrations (including those created using Cisco APIs), or related to Third Party Components, Equipment, or services provided by a third party specific to Customer, including but not limited to RAN components purchased by Customer from Logicalis in connection with the PWaaS;
 - 4.5. Problems associated with (i) business logic (including, without limitation, natural language, third party application integration, API logic, etc.), (ii) applications, or (iii) platform customizations created by or managed by Customer;
 - 4.6. Any use by Customer of the P5G Service or the PWaaS that falls outside of Cisco’s acceptable use policy, Cisco’s EULA, the SOW, and PWaaS Terms;
 - 4.7. Issues which result from Customer’s failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or Customer’s use of the P5G Service in a manner inconsistent with the features and functionality of the P5G Service or inconsistent with Cisco’s published guidance;
 - 4.8. Issues which result from Customer’s attempts to perform operations that exceed published specifications in relation to the P5G Service;
 - 4.9. Customer’s failure to implement any reasonable actions Cisco recommends to remediate any incidents;
 - 4.10. Issues or delays that otherwise resulted from Customer’s violation of the restrictions or Customer’s responsibilities and obligations set forth in the Agreement, SOW, and PWaaS; and
 - 4.11. Issues caused by Customer’s own actions or lack thereof, including but not limited to not providing the necessary access, delays in approvals, failure to maintain necessary systems, or not following agreed-upon procedures, and any other action or inaction that impedes Logicalis’ ability to deliver the PWaaS.
5. **Term and Termination.** This SLA will commence on the Subscription Term commencement date and will automatically terminate with the termination or expiration of the Subscription Term, whichever is earlier.
6. **Entitlement and Application of Service Credits.** Customer will not be entitled to any Service Credits for any Measurement Period unless Customer submits to Logicalis a written claim for Service Credits within the applicable Review Period.
- 6.1. In order to receive any of the Service Credit described above, Customer must notify Logicalis in writing within twenty (20) days of the date of the event giving rise to the Service Credit (“Review Period”). If Customer fails to comply with this requirement, Customer will forfeit its right to receive a Service Credit.

- 6.2. The aggregate maximum amount of Service Credit to be issued by Logicalis to the Customer for all Downtime that occurs in a single calendar month will not exceed seven and one half percent (7.5%) of the Activated Devices Charge calculated for that corresponding calendar month. Service Credits may not be exchanged for, or converted into, monetary amounts.
 - 6.3. Any Service Credits that become due will be applied by Logicalis to a subsequent month's invoice. Service Credits will not entitle Customer to any refund or other payment from Logicalis and any such Service Credits are not transferrable to any other amounts owed under a separate engagement with Logicalis.
 - 6.4. Outstanding Service Credits are forfeited upon termination or expiration of the Subscription.
 - 6.5. Notwithstanding anything to the contrary in this P5G SLA, Customer is only entitled to a Service Credit to the extent that Logicalis has received a Service Credit from Cisco for that same corresponding calendar month.
7. **Limitations.** Customer will not have any right to:
- 7.1. Have any Service Credits applied to an invoice if there are any outstanding, undisputed amounts due to Logicalis including payment in full when due for the Subscription and any other amounts due under the SOW for the Measurement Period in which the Service Level Performance gave rise to the Service Credits;
 - 7.2. Have Service Credits applied to any Customer invoice in an amount exceeding seven and one half percent (7.5%) of the amount paid by Customer for the PWaaS for the relevant Measurement Period (if the PWaaS Subscription was paid in full in advance, then the pro-rata amount that would have been paid if Customer was paying the Subscription monthly); or
 - 7.3. Transfer or assign any Service Credits.
8. **Exclusive Remedy.** Logicalis's application of any Service Credits to a Customer invoice represents Logicalis's sole liability to Customer, and Customer's sole and exclusive remedy against Logicalis, for Logicalis's failure to meet the Availability Level. Any Service Credits paid by Logicalis under this SLA will count toward the limitation of Logicalis's liability under the PWaaS Terms.
9. **Exceptions.** Any failure by Logicalis to meet the Availability Level set forth in Section 3 will be excused to the extent caused by any factor in Section 4.
10. **Miscellaneous.** Logicalis reserves the right to change the terms of this SLA or discontinue the SLA at our discretion. Logicalis will honor the SLA in effect at the outset of your subscription for the duration of your initial Subscription term. However, if Customer renews its Subscription but has modified its SLAs, the version of this SLA that is in effect the time of renewal will apply throughout such renewal term.

II. LOGICALIS SERVICE TECHNICAL SUPPORT AGREEMENT

1. **Purpose and Scope.** This Service Technical Support Agreement ("TSA") addresses the scope of work and agreed service levels with respect to the Technical Support provided in connection with the PWaaS.
2. **Definitions.** Any capitalized terms used and not defined within this Exhibit A, Section II herein shall have the meaning given them in the PWaaS Terms of Service.
3. **Technical Support Obligations.** Logicalis will use commercially reasonable efforts to provide the following technical support to Customer ("Technical Support"):
 - 3.1. Assist with support issues raised by Customer including but not limited to issues raised as problem notifications, user training inquiries, billing questions, provisioning issues, and other support issues unrelated to the operation of the PWaaS.
 - 3.2. Requests for Support should include the name and contact information of person reporting problem, the description of the problem and symptoms, including: (i) date/time incident first observed; (ii) exact location of issue, if applicable; (iii) ICCID number(s) of SIM(s) involved, if applicable; (iv) device status in

P5G Service platform; (v) steps taken to attempt to resolve problem; and (v) use of the Cisco incident reporting form if available.

- 3.3. Logicalis, not Cisco, will receive support calls relating to the P5G Service (as defined in the P5G Service SLA in Section I) if Customer experiences or observes a service alert or issue with the P5G Service.
 - 3.4. Logicalis will triage reported issues to identify source of the alert (e.g., RAN issue, core issue). In-depth technical support for the P5G Service may require direct engagement with Cisco. If Customer determines that a problem does not arise from its devices and applications, Customer may seek assistance from Logicalis to determine if the problem is connectivity related and Logicalis, in turn, may seek assistance from Cisco as needed.
 - 3.5. Logicalis will contact Cisco as it deems appropriate to troubleshoot and resolve reported issues with the P5G Service and components to the P5G Service that are manufactured by Cisco.
 - 3.6. Unless otherwise stated in a SOW, due to dependencies on third parties (including Cisco), Logicalis makes no time to respond or time to resolution time commitments and will endeavor to provide respond to and assist with resolutions on a commercially reasonable effort basis.
4. **Others Terms and Limitations.**
- 4.1. Any Technical Support to Customer inquiries will be responded to during normal Logicalis business hours.
 - 4.2. To the extent within its control, Customer shall troubleshoot and resolve issues that Logicalis has identified as residing within the Third Party Components.
 - 4.3. Logicalis all Technical Support shall be performed remotely. Unless otherwise expressly agreed to in a SOW, Logicalis is not required to perform work on Customer sites to provide Technical Support.
 - 4.4. Any other services not explicitly specified in this Section II are not included in Technical Support.
 - 4.5. Customer must provide Logicalis with all information it reasonably necessary to provide the requested Technical Support.
 - 4.6. Customer shall provide Logicalis with a designated Technical Support contact.
 - 4.7. Logicalis is relieved from its responsibilities hereunder if Customer fails to adhere to any of the terms stated in this TSA, the PWaaS Terms, or the SOW.

III. MANAGED DEVICES SUPPORT SLA

1. **Purpose and Scope.** This Managed Devices Support Service Level Agreement (“Managed Devices SLA”) addresses the agreed service levels with respect to the scope of work concerning the Managed Devices Support provided in connection with the PWaaS.
2. **Definitions.** Any capitalized terms used and not defined within this Exhibit A, Section III herein shall have the meaning given them in the PWaaS Terms of Service.
 - 2.1. **“Detection Tool”** means the third-party software or hardware tool or system that Logicalis uses to monitor, detect, and/or alert Logicalis to the potential impact or interruption in service to the Managed Devices.
 - 2.2. **“Managed Devices”** shall mean the radios, Cisco Packet Core, and any other end points attached to the core/edge hardware that is used in conjunction with the P5G Service (as defined in Section I) and is explicitly identified as being managed by Logicalis as set forth in the SOW.
 - 2.3. **“Managed Devices Service Credit”** shall have the meaning ascribed to it in Section 5.
 - 2.4. **“Support”** shall have the meaning ascribed to it in Section 3.
3. **Managed Devices Support.** Logicalis will provide ongoing end-to-end monitoring and management of Customer’s

core/edge hardware used in conjunction with the PWaaS, which will include (“Support”):

- 3.1. Monitoring connectivity of the end points attached to the core/edge hardware used in conjunction with the Third Party Software.
- 3.2. Logicalis will receive support calls if Customer experiences or observes a service alert or issue with the Third Party Software.
- 3.3. Logicalis will manage incidents reported by Customer and triage reported issues to identify source of the alert (e.g., RAN issue, core issue).
- 3.4. Logicalis will contact, triage, troubleshoot, and resolve reported issues with the manufacturer of any Third Party Software and Equipment, including Third Party Components, that Logicalis has expressly agreed to provide support for in the SOW.
- 3.5. Management of any RMA requests pertaining to on-prem components provided by Logicalis for use with the PWaaS.
- 3.6. Align Customer with Cisco software upgrades processes and schedules for the P5G Service, as determined by Cisco. In connection with use of the P5G Service, Customer is required to accept any Upgrades, as determined by Cisco in Cisco’s discretion, immediately.

4. **Incident Priorities and Service Levels.** Incident priority is determined by the table below.

4.1. Incident Priority Matrix

EVENT URGENCY	DEVICE IMPACT		
	High	Medium	Low
High	Priority 1	Priority 2	Priority 3
Medium	Priority 2	Priority 3	Priority 4
Low	Priority 3	Priority 4	Priority 5

“Event Urgency” is determined by either:

- i. System Alarm Events – For a System Alarm Event, the Event Urgency is automatically classified as High, Medium, or Low based on the severity of the alarm event as classified by the Detection Tool; or
- ii. Service Call Events – Event Urgency is determined by Logicalis, in its sole discretion, based on the situation described by the caller.

For example, a High Urgency event on a High Impact device is a Priority 1 Incident, whereas a Medium Urgency event on a Medium Impact device is a Priority 3 Incident.

4.2. Target Resolution Times for Managed Devices by Priority

Priority	Incident*		
	Email Notification	TRT**	Phone Call Availability (24x7)
Priority 1	15 min	4 hr	15 min
Priority 2	15 min	8 hr	N/A

Priority 3	Upon Request from Customer	16 hr	N/A
Priority 4	Upon Request from Customer	32 hr	N/A
Priority 5	Upon Request from Customer	48 hr	N/A

*An “Incident,” as the term is used herein, is an unplanned impact or interruption in service to a Managed Device.

** “TRT” or “Target Resolution Time” means the amount of time it takes for Logicalis to achieve a Resolution for an Incident based on the Event Urgency.

For purposes of this Managed Devices SLA, the TRT will be deemed satisfied and an Incident shall be deemed to have achieved a “Resolution” when one of the following conditions has been met: (i) the reported issue has been diagnosed, corrected, and the affected end point is functioning; (ii) if a permanent fix is not immediately available, a resolution may also refer to the development of a corrective plan, which may include a temporary or alternative workaround that endeavors to restore the operation of the affected end point while Logicalis continues to work on a more permanent fix as it becomes available; or (iii) if Logicalis at any time determines in its reasonable discretion that the reported issue is unresolvable within the TRT due to factors outside of Logicalis’ control. Examples include issues that requires on-prem resource deployment, Customer misuse or non-responsiveness, interruption to or failure of a Third Party Component not covered by the SOW, issues related to third-party services, etc. In the event of an unresolvable issue, Logicalis will still make commercially reasonable efforts to resolve the issue.

Logicalis shall make commercially reasonable efforts to reach a Resolution within the TRT defined in this Managed Devices SLA. The TRT time calculation begins (i) upon the earlier of: (a) when the issue is logged by Logicalis after Customer first reports it Logicalis in writing or (b) Logicalis receives notice from the Detection Tool and (ii) is complete when an Incident has achieved Resolution.

5. **Managed Device Service Credits.** If Logicalis does not meet the TRT set forth in Section 4, Customer will be entitled to claim a credit for the calculated pursuant to the table below (“Managed Device Service Credit”):

For purposes of calculating the Managed Device Service Credit only, Customer will receive a credit in the amount of the table below against the a per month management assigned value of the particular Managed Device (“Assigned Value”) which shall be defined in the particular SOW:

Incident Priority	Credit %
Priority 1 (P1)	50%
Priority 2 (P2)	40%
Priority 3 (P3)	30%
Priority 4 (P4)	20%

Priority 5 (P5)	10%
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Managed Device Credits are calculated as follows:

$$E \text{ (Exceeded Hours)} \times C \text{ (Credit \%)} \times V \text{ (Assigned Value)} = \text{Penalty paid per Incident incurring a missed TRT}$$

Where:

- E = Exceeded Hours - The total number of elapsed hours between the Target Resolution Time and the time the specific Incident is resolved. This is for Closed Incidents in the given month and excludes hours elapsed due to Pause Conditions. "Closed" Incidents are Incidents which have been (1) opened by Customer's notification of the Incident to Logicalis or Logicalis' detection of the Incident and then (2) resolved by Logicalis, without any further complaint or objection by Customer within five (5) days thereafter after such resolution. "Pause Conditions" are conditions beyond the reasonable control of Logicalis which prevent partial or complete resolution of the Incident or avoidance of the Incident, including but not limited to circumstances in which action by Customer or a third party is necessary for resolution. Calculation example: A P1 incident has 4 TRT hours. If the total elapsed time is 5.5 hours, then Exceeded Hours = 1.5 hours.
- C = Credit % - This is derived from the Service Level Penalty Percentages table above. Each Incident is assigned a specific priority level as set forth in the priority calculations above, and each priority level has a corresponding Credit %.
- V = Assigned Value – Is the value assigned to the particular Managed Device as set forth in a SOW.

6. Entitlement and Application of Service Credits.

- 6.1. "Email Notification" referred to in Managed Devices SLA in Section 4.2 above is delivered in the form of an automatic system-generated message via the Detection Tool. In addition to an Email Notification, for Priority 1 Incidents affecting Managed Devices, Customer will receive a phone call within fifteen (15) minutes of the Incident being logged. Customer is responsible for maintaining correct escalation and contact information for such phone calls.
- 6.2. Upon identification of a potential Incident, Logicalis will validate the Incident and may re-classify the Incident's severity in its reasonable discretion. Once validated, the Incident Resolution procedure will begin, and the clock will start for Resolution times.
- 6.3. Managed Devices SLA timers are paused when an Incident requires a change to be executed for Resolution. The timers will pause from the initiation of the change management process to the completion or cancelation of the change management process. If Logicalis does not manage or monitor a Managed Device that prevents its ability to detect an Incident(s), then such Incident(s) is considered outside of Logicalis' control and no Managed Device Service Credit will apply.
- 6.4. Logicalis reserves the right to adjust ticket priority levels based on urgency and impact information gathered throughout the ticket life cycle. For example, this may apply if initial information provided by any Customer user reporting an issue or making a request (each a "Caller") is discovered to be inaccurate. Any failure by Logicalis to meet the TRT set forth in Section 3 will be excused to the extent caused by any factor in Section I(4) of this Exhibit A.
- 6.5. Customer is not entitled to an Service Credit due to any of the following: (i) Incidents arising out of or in any way related to end points that are not Managed Devices as expressly stated in the SOW; (ii) Customer's failure to install Updates within the timeframe identified by Logicalis; and (iii) delays or Incidents caused by the failure of Customer to meet its responsibilities outlined in the Agreement, SOW, herein, or PWAas Terms and identified herein; and if Customer's own actions or lack thereof, including but not limited to not providing the necessary access, delays in approvals, failure to maintain necessary systems, or not following agreed-upon procedures, and any other action or inaction that impedes Logicalis' ability to delivery the services in accordance with the Managed Devices SLA.

7. **Limitations.**

- 7.1. The penalty paid per Incident is limited to the monthly value of the Managed Device as stipulated to in the Assigned Value table in the applicable SOW, but in no event will the penalty or penalties, in the aggregate, exceed the amount paid for the month giving rise to the Incident(s).
- 7.2. Managed Device Service Credits will be calculated monthly and issued as a credit issued on Customer's account no later than on a quarterly basis.
- 7.3. Failure to achieve a TRT resulting in a missed SLA will not qualify for a Managed Device Service Credit if the missed SLA is caused by reasons beyond the reasonable control of Logicalis. In this situation, the Incident will be flagged as an "invalid missed SLA" and a credit will not be issued.
- 7.4. All Customer obligations in this the Agreement, SOW, and the PWaaS Terms must be met for an Incident to qualify for a Managed Device Service Credit calculation.
- 7.5. Days are measured in calendar days and not business days. Holidays are excluded from the TRT SLAs.
- 7.6. Logicalis will provide monthly reports concerning the Managed Device Service Credits.

8. **Exclusive Remedy.** Notwithstanding anything to the contrary in the PWaaS Terms, Agreement, or herein, failure to meet the TRT or the Availability service levels set forth in this Section III does not constitute a breach of this SOW. The credits provided under this Section II are Customer's sole and exclusive remedy with respect to any failure by Logicalis to meet the availability standards described herein.