



CUSTOMER SERVICE SLA

Support, Product & Services

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Table of contents

| | | |
|-----|--|----|
| 1. | Support & Product SLA..... | 5 |
| 1.1 | TERMS AND CONDITIONS OVERVIEW..... | 5 |
| 1.2 | SERVICE OVERVIEW | 5 |
| 2. | Standard Support Service..... | 7 |
| 1.1 | TECHNICAL SERVICE AND SUPPORT | 7 |
| 1. | Contacting SIMBERRY for Support | 7 |
| 2. | Product Software Support | 8 |
| 1.2 | SERVICE PARTS AND RELATED REPAIR SERVICES..... | 11 |
| 1. | Product Return for Repair | 11 |
| 2. | Product Parts Service | 12 |
| 3. | Product Replacement Service..... | 13 |
| 1.3 | Not Included With These Services | 13 |
| 3. | Customer Responsibilities..... | 15 |
| 1.1 | Customer Data Backup Responsibilities..... | 16 |
| 1.2 | Important Additional Information..... | 16 |
| 4. | Service Level Agreement Definition | 20 |
| 5. | Overview..... | 21 |
| 6. | SLA Description..... | 22 |
| 1.1 | Definitions..... | 22 |
| 1.2 | Qualification..... | 24 |
| 1.3 | Performance Standards | 24 |
| | Mean Time to Respond: | 24 |
| | Mean Time to Repair: | 25 |
| | Solution Availability: | 25 |
| 1.4 | Exclusions | 25 |

1. SUPPORT & PRODUCT SLA

1.1 TERMS AND CONDITIONS OVERVIEW

This agreement (“Agreement” or “Service Level Agreement”) is made between the customer (“you” or “Customer”) and SIMBERRY. By purchasing these Services (as defined herein) from SIMBERRY, Customer agrees to be bound by all terms and conditions set forth in this document. Customer agrees that renewing, modifying, extending or continuing to utilize the Services beyond the initial term is subject to the then-current Service Level Agreement available for review at <http://helpdesk.simberry.com>

- Direct Customers:
This Service is provided in connection with Customer’s signed services agreement with SIMBERRY.
- Authorized Distributors: This Service is provided for resale by SIMBERRY’s authorized Distributors in connection with SIMBERRY’s Terms and Conditions of Sale for Persons or Entities Purchasing to Resell, which can be obtained at <http://www.simberry.com>

1.2 SERVICE OVERVIEW

SIMBERRY and/or your SIMBERRY Authorized Distributor is pleased to provide Standard Support Service (the “Service” or “Support”) in accordance with the applicable service response level identified below. Customer’s applicable service response level is identified on Customer’s order acknowledgement, invoice or receipt for the Supported Product(s). Available service response levels include the following:

- Product Software Support
- Product Software Upgrade
- Product Return for Repair
- Product Parts Service
- Product Replacement Service

This Service provides technical support options (telephone, Internet, email, etc.) and service parts and related services to repair and/or replace defect(s) in workmanship occurring within the hardware warranty period applicable to Customer’s Supported Product(s) (“Qualified Repair(s)").

Supported Products:

Standard Support Services are available on selected hardware as well as its components which are purchased in a standard configuration.

Each Supported Product is tagged with a serial number (the “TAG-ID”). A separate Standard Support Service agreement must be purchased by the Customer for each Supported Product. For example, a SIM unit purchased with a Sim Server is not covered by the Sim Server system’s service contract: The sim unit and the Sim Server will each have a separate Service contract.

Please read this Service Level Agreement carefully and note that SIMBERRY and/or the SIMBERRY Authorized Distributor reserves the right to change or modify any of the terms and conditions set forth in this Service Level Agreement at any time.

2. STANDARD SUPPORT SERVICE

1.1 TECHNICAL SERVICE AND SUPPORT

All Standard Support Service offerings, except Product Parts Service, are entitled to the following technical service and support

- 24x7 technical support service through Internet ticketing system and e-mail
- Repair and resolution of defects in materials and workmanship according to the response level of service purchased by the Customer.

Note: Service offerings may vary by geographic region. For Supported Products purchased from SIMBERRY Authorized Distributors, the Customer may contact SIMBERRY or the SIMBERRY Authorized Distributor to identify applicable service level for Supported Products.

1. Contacting SIMBERRY for Support

- Low-Urgency Technical Support Service: For issues that are of low urgency, please consider contacting SIMBERRY technical support service through e-mail and ticketing system available at <http://helpdesk.simberry.com>

Technical Support Service: Standard Support Service Analysts (“SIMBERRY Analysts”) are available by telephone during local business hours Monday-Friday, excluding local national holidays. Telephone support numbers are available at:

Europe Hotline: + 44 207 1937228
Monday to Friday, 9:00 am to 5:00 pm (CET)

USA Hotline: +1 832 699 0501
Monday to Friday, 9:00 am to 5:00 pm (CT)

Before contacting SIMBERRY, please have the following available:

1. The Supported Product’s TAG-ID Number

2. A description of the problem and any troubleshooting steps taken prior to calling Technical Service.
3. The Ticket number if one has already been assigned through prior contact with SIMBERRY Support staff.
4. The current system version of the product.
5. Physical and remote access to the Supported Product during the troubleshooting process.

Please contact SIMBERRY or the SIMBERRY Authorized Distributor via telephone. During the phone call, the SIMBERRY Analyst will ask for the TAG-ID Number. The SIMBERRY Analyst will also verify the service level and any expiration of services for the Supported Product. Then, the SIMBERRY Analyst will begin a series of troubleshooting steps to help diagnose the issue.

- When requested, the Customer should identify error messages received and when they occur.
- The Customer should be prepared to share with the SIMBERRY Analyst the steps that have already been attempted to resolve the issue prior to contacting SIMBERRY technical support.
- The SIMBERRY Analyst may ask that the Customer open the product case, remove hardware, manipulate software or perform other diagnostic activities. Failure to assist in or allow remote diagnosis may result in a service fee for onsite diagnostic services.
- If the product is outside its applicable software and/or hardware warranty term, there may be a fee for diagnosis and remedy.

2. Product Software Support

Only requests logged at our web portal (<https://helpdesk.simberry.com>) or by email to support@simberry.com or from an agent at our hotline will actually create a support ticket. Any other communication will not be logged into our ticketing support system accurately and may not receive the appropriate attention or the necessary escalation requested. Please make sure you open a support ticket via the web portal or our support email or from an agent at our hotline

Support Tickets are assigned with a Ticket ID and an auto responder email is relayed to the user who submitted the Ticket ID through one of the mediums above. Your ticket will be assigned a priority automatically. If you feel the assigned priority is not appropriate for your ticket, you can

request this priority modification by updating the ticket or by sending an email to support@simberry.com or from an agent at our hotline.

Ticket Support Priorities are assigned to all tickets and take the entire service and our user base into context when assigned. The following table shows examples of support request response times and assigned priorities. Remember that you can change an assigned priority at any time and that the answers to the most common requests are available in the Knowledgebase at <https://helpdesk.simberry.com>.

The support team reserves the right to change the priority pending review of the criteria of your ticket per the table below. You will be notified via a comment in the ticket if any priority changes are made.

| Ticket Priority Description | Low | Normal | High | Urgent |
|-----------------------------|---|---|---|--|
| Severity | Configuration request, evolution request, partial functions or product not working and with work around available | Interruption to the business process affecting any software functions or any product and with work around available | Interruption to critical business processes affecting one entire product and with no workaround available | Interruption to critical business processes affecting many entire products and with no work around available |
| Urgency | Immediate resolution is not required by the customer | Immediate resolution is not required by the customer | Immediate resolution is required by the customer. Escalation to Support Director | Immediate resolution is required by the customer. Escalation to CTO |
| People following the ticket | Support Agent | Support Agent | Support Agent Director of Support | Support Agent Director of Support CTO |
| Response Time | 2 hours (Priority is set at first response) | | | |
| Assigned Time | 8 hours | 4 hours | 2 hours | Immediately |
| Resolution Time | 20 Business days* | 10 Business days | 5 Business days | 2 Business days |

(*) Does not include evolution request which get Resolution Time at SIMBERRY's discretion

1.2 SERVICE PARTS AND RELATED REPAIR SERVICES

Regardless of the service response level purchased, some component parts are specifically designed for easy Customer removal and replacement: such parts are designated as Customer Self Repair (CSR). If during the diagnosis, the SIMBERRY Analyst determines that the repair can be accomplished with a CSR designated part, SIMBERRY will ship the CSR designated part directly to the Customer. CSR parts fall into two categories:

- These parts can be replaced by the Customer. Depending on the type of service that was purchased with the Supported Product, SIMBERRY may provide an Onsite Technician to replace the parts.
- These are parts that the Customer must replace themselves. SIMBERRY does not provide installation labor for them. If the Customer requests that SIMBERRY and/or the SIMBERRY Authorized Distributor replace these parts, the Customer will be charged a fee for this service.

Once the SIMBERRY Analyst has determined whether it is necessary to replace a part or return the system, the Customer will be informed of the next steps to take. Depending on the service level that was purchased by the Customer, the following options will apply:

1. Product Return for Repair

There are 3 types of Product Return for Repair service: Ship Back Product, Ship Back and Return Product or Collect and Return Product. Product Return for Repair service options vary according to the type of service purchased and the Customer's geographical location.

Ship Back Product (SBP)

Ship Back Product Service is a service initiated by opening a ticket and calling SIMBERRY technical support as outlined above. During the telephone-based troubleshooting process, or the ticket process, the SIMBERRY Analyst will diagnose whether a hardware fault is the issue: If so, then Return to Manufacturer

Authorization (RMA) number will be provided to the Customer and the Customer will be asked to ship back product to SIMBERRY (at the Customer's cost) with RMA label.

Standard service hours are local business hours, available 5 days per week, excluding local national holidays.

Product Repairs will be performed in accordance to the response time identified on Customer's order acknowledgement, invoice or receipt. Once the supported product

has been repaired, the Customer will be contacted and asked to make arrangements to retrieve it.

Repair service level agreements may vary by country and city.

Ship Back and Return Product (SBRP)

Ship Back and Return Product Service is a service initiated by opening a ticket and calling SIMBERRY technical support as outlined above. During the telephone-based troubleshooting process, or the Ticket process, the SIMBERRY Analyst will diagnose whether a hardware fault is the issue: If so, then Return to Manufacturer Authorization (RMA) number will be provided to the Customer and the Customer will be asked to ship back product to SIMBERRY (at the Customer's cost) with RMA label.

Standard service hours are local business hours, available 5 days per week, excluding local national holidays.

Product Repairs will be performed in accordance to the response time identified on Customer's order acknowledgement, invoice or receipt. Once the supported product has been repaired, it will be returned to the Customer, the Customer will be informed of the shipment tracking number.

Repair service level agreements may vary by country and city.

2. Product Parts Service

For Customers with Parts-Only Service, SIMBERRY will make replacement parts available to Customers on an exchange basis to support a Qualified Repair(s). SIMBERRY may

provide whole unit exchanges of such third party hardware rather than the exchange of individual parts. The Customer must return the original defective part back to SIMBERRY. Parts-Only Service does not include Technical Support Service.

3. Product Replacement Service

Certain Supported Products can be purchased with Advanced Replacement Service to support a Qualified Repair(s). If the SIMBERRY Analyst determines that the Supported Product requires a Qualified Repair(s), SIMBERRY may choose to ship a replacement product to the Customer's business location. The replacement product will be shipped via ground shipping. In some instances, at SIMBERRY's discretion, an Onsite Technician may also be dispatched to replace/ install the replacement product. Upon receipt of the replacement product, the Customer must return the defective supported product to SIMBERRY by taking the defective Supported System to the designated return carrier

location within 4 business weeks. Should the Customer fail to return the defective item, a fee will be charged.

1.3 Not Included With These Services

- Access to major upgrades
- Case management or escalation management
- Warranty, repair or any other type of service for third party products or Collaborative Service with third party vendors/ partners
- Accessories, operating supplies, peripherals or parts such as power cable, antennas, frames and covers
- Installation services for Mandatory Customer Replaceable Unit (CRU) parts
- Preventative maintenance
- Service or repairs for any damage to or defect in the Supported Product that is purely cosmetic and which does not affect the device functionality. SIMBERRY will not repair wear and tear on the device for superficial items such as scratches and dents.
- Service for equipment damaged by misuse, accident or abuse of the Supported Product and components (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices and accessories, improper or insufficient ventilation or failure to follow operating instructions), modification, unsuitable physical or operating environment, improper maintenance by the Customer (or Customer's agent), moving the

Supported Product, removal or alteration of equipment or parts identification labels or failure caused by a product for which SIMBERRY is not responsible.

- Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than SIMBERRY, SIMBERRY's Authorized Distributor or Service Provider or by customers utilizing Customer Self Replaceable (CSR) parts.
- Service for damage resulting from an Act of God such as, but not limited to: lightning, flooding, tornados, earthquakes, or hurricanes.
- Any recovery or transfer of data
- Any activities or services not expressly described in this Service Level Agreement

3. CUSTOMER RESPONSIBILITIES

- **Authority to Grant Access.** Customer represents and warrants that the Customer, SIMBERRY and if applicable the SIMBERRY Authorized Distributor will have access to and use of the Supported Product, the data on it, and all hardware and software components included in it, for the purpose of providing these Services. If the Customer does not already have that permission, it is the Customer's responsibility to obtain it, at the Customer's expense, prior to asking SIMBERRY to perform these Services.
- **Cooperate with SIMBERRY Analyst and Onsite Technician.** Customer agrees to cooperate with and follow the instructions given by the SIMBERRY Analyst.
- **Maintain Software and Serviced Releases.** Customer must maintain software and Supported Product(s) at SIMBERRY-specified minimum release levels or configurations as specified on support.simberry.com for Supported Products. Customer must also ensure installation of remedial replacement parts, patches, software updates or subsequent releases as directed by SIMBERRY in order to keep the Supported Product(s) eligible for this Service.
- **Third-Party Warranties.** Standard Support Service may require that SIMBERRY access hardware or software that is not manufactured by SIMBERRY. Some manufacturer's warranties may become void if SIMBERRY or anyone other than the original manufacturer performs work on their products. It is the Customer's responsibility to ensure that SIMBERRY's and/or its Authorized Distributor service performance do not affect such warranties or, if it does, that the effect will be acceptable to the Customer. SIMBERRY INC. AND SIMBERRY INC.'S AUTHORIZED DISTRIBUTORS DO NOT TAKE RESPONSIBILITY FOR THIRD PARTY WARRANTIES OR FOR ANY EFFECT THAT THE SIMBERRY INC. SERVICES MAY HAVE ON THOSE WARRANTIES.
- **Onsite Obligations.** For Onsite Service Services, the Customer must provide free, safe and sufficient access to the Customer's facilities and the Supported Product(s). Sufficient access includes ample working space, electricity and a local telephone line. A monitor or display, a mouse and a keyboard should also be provided to the Technician if the Supported Product does not already include those items.
- **Return Defective Parts.** If a SIMBERRY Analyst delivers a replacement unit to Customer, the Customer must relinquish the defective System or component thereof, unless Customer has purchased "Keep Your Hard Drive" service for the affected system in which case Customer may retain the respective hard drive(s).

If the Customer fails to comply with the responsibilities and terms outlined in this Service Level Agreement (available at www.simberry.com/servicecontracts), then SIMBERRY or its Authorized Distributor is not obligated to provide Service.

1.1 Customer Data Backup Responsibilities

Complete a backup of all existing data and programs on all affected systems prior to the delivery of this Service. SIMBERRY INC. WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS or loss of use of system(s) arising out of the

services or support or any act or omission, including negligence, by SIMBERRY or a third-party service provider.

1.2 Important Additional Information

- **Assignment.** SIMBERRY may assign this Service and/or Service Level Agreement to qualified third party service providers.
- **Whole Unit Replacement.** If the analyst determines that the component of the defective Supported Product is one that is easily disconnected and reconnected (such as a SIM Carrier for example), or if the analyst determines that the Supported Product is one that should be replaced as a whole unit, SIMBERRY reserves the right to send Customer a whole replacement unit. If a SIMBERRY technician delivers a replacement unit to Customer, Customer must relinquish the defective System or component thereof to the SIMBERRY technician, unless Customer has purchased Keep Your Hard Drive for the affected system in which case Customer may retain the respective hard drive(s). If Customer does not relinquish the defective unit to the SIMBERRY technician as required above or if (in the event the replacement unit was not delivered in person by a SIMBERRY technician) the defective unit is not returned within ten (10) days, Customer agrees to pay SIMBERRY for the replacement unit upon receipt of invoice. If Customer fails to pay such invoice within ten (10) days after receipt, in addition to any other legal rights and remedies available to SIMBERRY, SIMBERRY may terminate this Service Level Agreement upon notice.
- **Cancellation.** Subject to the applicable product and services return policy for Customer's geographic location, Customer may terminate this Service within a defined number of days of Customer's receipt of the Supported Product by providing SIMBERRY with written notice of cancellation. If Customer cancels this Service within that period, SIMBERRY will send Customer a full refund less the costs of support claims, if any, made under this Service Level Agreement. However, if that period has transpired since Customer's receipt of the Supported Product, Customer may not cancel this Service except as provided by an applicable state/country/province law which may not be varied by agreement. SIMBERRY may cancel this Service at any time during the Service term for any of the following reasons:

- Customer fails to pay the total price for this Service in accordance with the invoice terms;
- Customer refuses to cooperate with the assisting analyst or on-site technician; or
- Customer fails to abide by all of the terms and conditions set forth in this Service Level Agreement.

If SIMBERRY cancels this Service, SIMBERRY will send Customer written notice of cancellation at the address indicated on Customer's invoice. The notice will include the reason for cancellation and the effective date of cancellation, which will be not less than ten (10) days from the date SIMBERRY sends notice of cancellation to Customer, unless state

law requires other cancellation provisions that may not be varied by agreement. IF SIMBERRY JSC. CANCELS THIS SERVICE PURSUANT TO THIS PARAGRAPH, CUSTOMER SHALL NOT BE ENTITLED TO ANY REFUND OF FEES PAID OR DUE TO SIMBERRY JSC.

- Relocation. This Service will be delivered to the site(s) indicated on the Customer's invoice. This Service is not available at all locations. SIMBERRY's obligation to supply the Services to relocated Supported Products is subject to local service availability and may be subject to additional fees, and to inspection and recertification of the relocated Supported Products at SIMBERRY's then current time and materials consulting rates. Customer will provide SIMBERRY with sufficient and safe access to Customer's facilities at no cost to SIMBERRY for SIMBERRY to fulfill SIMBERRY's obligations.
- Parts Stocked. SIMBERRY currently stocks parts in the USA and in Europe. Selected parts may not be stocked in the location closest to the customer's site. If a part that is needed to repair the Supported Product is not available from a SIMBERRY facility near the customer's location and must be transferred from another facility, response times may be impacted.
- Support Limitations. SIMBERRY is not liable for any failure or delay in performance due to any cause beyond its control. Service extends only to uses for which the Supported Product was designed.
- Service Parts Ownership. All SIMBERRY service parts removed from the Supported Product and returned to SIMBERRY become the property of SIMBERRY. Customer

must pay SIMBERRY at the current retail price(s) for any service parts removed from the System and retained by Customer (except for hard drives from systems covered by Keep Your Hard Drive service) if Customer has received replacement parts from SIMBERRY. SIMBERRY uses new and reconditioned parts made by various manufacturers in performing warranty repairs.

- **Optional Services.** Optional services (including point-of-need support, installation, consulting, managed, and professional, support or training services) may be available for purchase from SIMBERRY and will vary by Customer location. Optional services may require a separate agreement with SIMBERRY. In the absence of such agreement, optional services are provided pursuant to this Agreement.
- **Term and Renewal.** Customer will receive Services for the term indicated on Customer's SIMBERRY invoice. Prior to the expiration of the service term, Customer may be entitled to extend the term depending on available options then in effect and in accordance with SIMBERRY's then-current procedures. In addition, SIMBERRY may, at its option, propose to renew this Service by sending Customer an invoice to

renew the Services. Customer may, at its option (where permitted by law), agree to such renewal of the Services by paying such invoice by the due date. Payment of renewal invoices shall indicate Customer's agreement to extend the term of this Service. By renewing this Service, Customer agrees that the then-current terms will apply to the renewal period. If Customer elects not to pay a renewal invoice, Services will be discontinued as of the expiration date set forth on the original or last paid Customer invoice.

- **Transfer of Service.** Subject to the limitations set forth in this Service Level Agreement, Customer may transfer this Service to a third party who purchases Customer's entire Supported Product before the expiration of the then current service term, provided Customer is the original purchaser of the Supported Product and this Service, or Customer purchased the Supported Product and this Service from its original owner (or a previous transferee) and complied with all the transfer procedures. A transfer fee may apply.

Please note that if Customer or Customer's transferee moves the Supported Product to a geographic location in which this Service is not available or not available at the same price as Customer paid for this Service, Customer may not have coverage or may incur an

additional charge to maintain the same categories of support coverage at the new location. If Customer chooses not to pay such additional charges, Customer's Service may be automatically changed to categories of support which are available at such price or a lesser price in such new location with no refund available.

4. SERVICE LEVEL AGREEMENT DEFINITION

This Service Level Agreement (the “SLA”) is between SIMBERRY JSC, (“SIMBERRY”) and Customers who execute a SIMBERRY Service Agreement for the purchase of Solutions or Products as identified in the SLA, which is incorporated herein by reference. SIMBERRY and Customer may be referred to individually as “Party” or collectively as “Parties”.

5. OVERVIEW

This SLA, along with the SIMBERRY standard Support Policies (“Support Policies”) located at (www.simberry.com/support), and both incorporated herein by this reference, describes SIMBERRY’s target network performance and service level metrics for the Services identified in Customer’s SLA. Where SIMBERRY fails to meet a given standard of performance as defined below (a “Performance Standard”), Customer shall be eligible for a corresponding credit, also defined below (a “Service Credit”), subject to the qualifications contained herein. By executing the SLA, Customer agrees and acknowledges that Customer has read this SLA, and that this SLA constitutes the entire agreement between SIMBERRY and Customer as to the credits available, except as modified in writing and executed by both Parties. Neither electronic mail nor instant messaging shall be considered a “writing” sufficient to change, modify or otherwise affect the terms of this SLA.

6. SLA DESCRIPTION

1.1 Definitions

- Affected Service:
A SIMBERRY Solution experiencing a Service Outage or a Service Degradation for which a Trouble Ticket has been opened.
- SIMBERRY Point of Demarcation or SIMBERRY Demarc:
The physical location in Customer's network at which SIMBERRY no longer maintains access to and control over the Solution as provided by SIMBERRY. The SIMBERRY Point of Demarcation will vary depending on the Solution and CPE purchased or used by Customer. The SIMBERRY Demarc will vary by Service and are defined in detail in the Support Policies. [Please review the Support Policies for specific details as to the SIMBERRY Demarc for the Services Customer has purchased.]
- Contract Year:
A calendar year beginning on the Service Activation date.
- Customer Premise Equipment or CPE:
Equipment purchased by Customer and used to support the Services on Customer's network.
- Mean Time to Repair:
The length of time between Customer opening a Trouble Ticket and SIMBERRY resolving the Service Outage; this time is calculated as an average of all repair times for Customer's Trouble Tickets in the preceding calendar month.
- Mean Time to Respond:
The length of time between Customer opening a Trouble Ticket and Customer receiving acknowledgment from a SIMBERRY engineer of the Trouble Ticket; this time is calculated as an average of all response times for Customer's Trouble Tickets in the preceding calendar month.
- Monthly Recurring Charges or MRC:
The charges billed by SIMBERRY to Customer each month for provided Solution, exclusive of pre-paid or any usage fees, taxes, and other non-recurring charges.
- Performance Standard:
A level of support and regular maintenance provided with the Solutions, identified according to common measurement standards; where SIMBERRY fails to achieve a Performance Standard, the Customer will be eligible for a corresponding Solution Credit.

- Solution Availability:
The amount of time during a calendar month that the Solution will be functional up to the SIMBERRY Demarc, as defined in the Support Policies.
- Solution Credit:
The amount of credit issued by SIMBERRY in response to a Customer's Solution Outage or Solution Degradation, subject to the specifications and qualifications contained herein.
- Solution Degradation:
An unscheduled period during which the Solutions are available but do not perform as defined herein, in the General Terms, including, but not limited to, circuit bouncing and call quality issues.
- Solution Degradation Time:
The length of the Solution Degradation, beginning when Customer first opens an appropriate Trouble Ticket and ending when the Solution are fully functional; Solution Degradation credits will NOT be issued unless and until an appropriate Trouble Ticket is opened by Customer.
- Solution Outage:
An unscheduled period during which the Solutions are interrupted and not usable.
- Solution Outage Time:
The length of the Solution Outage, beginning when the Customer first opens an appropriate Trouble Ticket and ending when the Solution is fully functional; Solution Outage credits will NOT be issued unless and until an appropriate Trouble Ticket is opened by the Customer.
- Solutions:
SHIELDBERRY, TOPUPBERRY, TRACKBERRY or ADMINBERRY purchased from SIMBERRY, including any additional Solutions.
- Level 1:
A Trouble Ticket level indicating the Level of the Service Outage or Service Degradation; Level 1 Trouble Tickets include all Service Outages, also referred to as "down-hard" issues, and other severe Service Degradations.
- Level 2:
A Trouble Ticket level indicating a less severe Service Degradation than those described as Level 1; Level 2 Trouble Tickets include issue effecting service performance or use, including, but not limited to, call quality issues.
- Level 3:
A Trouble Ticket level indicating a less severe Service Degradation than those described as Level 1; Level 2 Trouble Tickets include issue effecting service

performance or use, including, but not limited to, call quality issues.

- Level 4:
The lowest level Trouble Ticket in this SLA; Level 4 Trouble Tickets include bugs or non-conformities where a workaround is possible and other issues that do not require immediate response. Changes to Customer preferences, and general questions about the Services are considered Level 4 and are not covered under this SLA.
- Trouble Ticket:
A record of a product issue or Solution Outage and its subsequent resolution, as recorded by SIMBERRY; Trouble Tickets are initiated by Customer calling the Customer Care Department or by opening a Trouble Ticket through the SIMBERRY helpdesk website.
- Trouble Ticket Number:
The unique SIMBERRY number assigned to a Trouble Ticket or case.

1.2 Qualification

In order to be eligible for a Solution Credit as defined herein, Customers must first open a Trouble Ticket to report the Solution Outage or Solution Degradation. Customer must contact the Customer Care Department within five (5) business days of Trouble Ticket closing to request a Solution Credit. Customers should provide a short explanation of the credit due and the corresponding Trouble Ticket Number.

- Past-due Accounts: If Customer has a past-due balance on the account, review of any credit requests will be delayed until the past-due amount is resolved.
- Finality of Decisions: Awards or denials of credits under this SLA by SIMBERRY will be final and binding; credits will be issued at SIMBERRY's sole discretion.

1.3 Performance Standards

The following Performance Standards apply to the Services:

Mean Time to Respond:

SIMBERRY guarantees a Mean Time to Respond of 2 (2) hours on business hours for any Trouble Tickets.

Mean Time to Repair:

The Mean Time to Respond to a Trouble Ticket varies according to the Trouble Ticket's priority:

- 1) URGENT – Two (2) business days
- 2) HIGH – Five (5) business days
- 3) NORMAL – Ten (10) business days
- 4) LOW – Twenty (20) business days

Solution Availability:

SIMBERRY guarantees Service Availability ninety-nine and one-half percent (99.5%).

II. SLA Credit Structure

Solution Credits under this SLA are based on prepaid, pay as you use and monthly billing intervals and apply to the Solutions for which the Solution Credit is issued. The available Solution Credits are as follows:

For Prepaid Solution only:

1. The prepaid solution price is reviewed once a week on every Wednesday 2:00PM GMT+0 for every Solution.
 - a. All asynchronous pending transaction for prepaid solution requested, placed and acknowledge from SIMBERRY Service system before the price is being reviewed will remain with previous week price until full completion. All real time Solutions are immediately updated with new price
 - b. The prepaid Solution as a pay as use services has no Solution Credit available whatever could be reason for Service unavailability.
2. No refund can be claim from Customer after crediting its prepaid service account.
3. SIM Recharge as per the specific requirement of these Solution, Customer must provide a forecast on a weekly basis for each single mobile provider requiring SIM card recharge. SIMBERRY may not provide full Customer request with formal forecast.

1.4 Exclusions

Solution Outages or Solution Degradations DO NOT includes outages or degradations resulting from one or more of the following causes:

- Any act or omission on the part of Customer, any third party contractor or vendor, or any other entity over which Customer exercises control or has the right to exercise control;
- Customer's applications, equipment or facilities;
- SIMBERRY's, its underlying carriers', or Customer's scheduled maintenance;
- Any event or occurrence that results in "No Trouble Found" resolution to Trouble Tickets;
- Any event or outage lasting less than 30 (30) minutes in duration;
- Force majeure event beyond the reasonable control of SIMBERRY, including, but not limited to, acts of God, natural disasters, cable cuts, government acts and regulation and national emergency;
- Trouble Tickets associated with new installations;
- Interruptions associated with an act or omission on the part of Customer or a third party, including, but not limited to, any local access provider, or an interruption where Customer elects not to release the Services for testing and repair and continues to use it on an impaired basis;
- Interruptions during any period when SIMBERRY or its agents are not allowed access to Customer premises where affected access lines are terminated;
- Master Trouble Tickets opened by SIMBERRY or by a qualified third party on behalf of SIMBERRY, such as those in the case of a fiber cut;
- Interruptions associated with a failure of equipment or service not provided by SIMBERRY, including, but not limited to, any local access provider, or an interruption where the Customer elects not to authorize access to the equipment for testing;
- Any failure or issue associated with Customer's underlying network connection;
- Time attributed to Customer's delay in responding to SIMBERRY's requests for assistance to repair an outage; or
- Service Outages or Service Degradation caused by issues beyond the SIMBERRY Demarc.

SIMBERRY JSC reserves the right to amend this SLA from time to time and without notice.