



## MANAGED CARRIER SERVICES AGREEMENT

This Agreement for Managed Carrier Services is a Service Agreement attached to that certain Master Services Agreement (with this Services Agreement, the “**Agreement**”) between Customer and SOLUS Network Solutions Inc., d/b/a/ SOLUS Technology Solutions (hereinafter referred to as “**SOLUS**”) (each a “**Party**” and collectively the “**Parties**”).

### EXPLANATORY STATEMENTS

SOLUS and Customer have entered into that certain Master Services Agreement (“**Master Services Agreement**”). Customer has engaged SOLUS and SOLUS is willing to provide Customer with Managed Carrier Services related to the management, maintenance, monitoring and support of specific business information technologies owned by Customer in accordance with the terms and conditions contained herein.

### TERMS AND CONDITIONS

1. **AGREEMENT.** SOLUS shall provide Customer with professional services (“**Professional Services**”) related to the management, of their carrier and network services as set forth in Appendix A, attached hereto and incorporated herein by this reference. All such Professional Services are subject to the terms and conditions stated in the Agreement.
  
2. **COVERAGE.**
  - 2.1. Managed Network Services are subject to the following coverage:
    - 2.1.1.Acquisition of services
      - 2.1.1.1.SOLUS will research and identify the technology solutions available to the customer, providing pricing options and recommendations based upon the customer’s needs.
    - 2.1.2.Contract review
      - 2.1.2.1.While SOLUS is not a legal firm, we do understand the nuances surrounding the technology solution provider’s contracts and will, from time to time, request changes to said contracts (when available) when they are in our clients’ best interest.
    - 2.1.3.Disconnect of services
      - 2.1.3.1.Upon written request of the customer, SOLUS will disconnect existing services no longer in use or no longer needed.
    - 2.1.4.Ticketing Services
      - 2.1.4.1.SOLUS will handle the opening of trouble tickets and billing tickets as requested by the customer.
        - 2.1.4.1.1.SOLUS offering is 7AM to 6PM Pacific time, Monday through Friday



2.1.4.1.2.SOLUS' SLA is that we will open a ticket within 1 hour from the time of notification by Customer (within service hours). The remedy is 50% of monthly site fee for that location should we not have a ticket opened within this timeframe.

2.1.4.1.3.SOLUS is not responsible for lengthy queue times with the provider in the event of a major outage

#### 2.1.5.Inventory Management

2.1.5.1.SOLUS will ensure all service inventory is input into the SOLUS Information Xchange (SIX) and kept up to date with all available inventory and account data.

#### 2.1.6.Contract Management

2.1.6.1.SOLUS will track, within SIX, the contractual status of each circuit and identify those agreements for the upcoming expiring agreement.

2.1.6.2.SOLUS will notify the customer and discuss customer's needs regarding the expiring services.

2.2. **Service Response Times.** Customer and SOLUS acknowledge and agree that normal service response times by SOLUS are during normal business hours of Monday through Friday, 7:00 AM to 6:00 PM Pacific Time.

2.3. **Problem Resolution.** SOLUS shall make a bona fide attempt to rectify the condition in a timely manner through remote means, subject to the Provider's Service Response Times. In the event the condition requires onsite service, SOLUS may, with the customer's approval, engage a third-party field technician to assist in the resolution of the service which may or may not be at the customer's expense.

2.4. **Reports and Documentation.** Service Provider shall make available to Customer periodic reports such as the customer inventory of services, contract status and trouble ticket history.

3. **MONTHLY FEES.** Monthly fees are set forth in the Service Order and site locations may be updated on a monthly basis as required.

3.1. Billing is up front each month (Net 30) and is based upon the number of locations under SOLUS management on the first of each month.

3.2. Should Customer be more than 15 days late, SOLUS will suspend service until such time that SOLUS has received payment. This will include access to the SOLUS Information Xchange.

4. **SERVICE QUEUE.** Customer acknowledges and agrees that requests for service shall be placed in SOLUS' "Service Queue" and that response and resolution times will vary depending on the nature of the request for service, the current length of the Service Queue, the availability of SOLUS, the Provider of services as well as other business related factors. Solus will use reasonable efforts provide reasonable estimated response time for the Service Queue for any given service request according to the Service Level Objectives below.



5. **SUPPORT & ESCALATION.** SOLUS shall respond to Customer’s requests for service by issuing service tickets (“**Service Tickets**”). Service Tickets shall be obtained by the Customer’s designated contact person(s) by: (a;) an email to [support@SOLUS.tech](mailto:support@SOLUS.tech) ; or (c) by speaking with a SOLUS Helpdesk representative by telephone. Each request for service shall be assigned a Service Ticket number for tracking purposes.

SOLUS Service Level Objectives

PRIORITY 1	PRIORITY 2	PRIORITY 3	PRIORITY 4
<b>Service Level Objective</b>			
Outage	Degraded service	Quality issues	Information requests
<b>Issue Examples</b>			
Circuit is down; degraded service bandwidth or access	Partial use of service; Intermittent problems and quality issues	Prefix updates; DNS Requests	Carrier equipment access request; test assistance
<b>Ticket Creation Time</b>			
0-15 minutes	0-25 minutes	0-35 minutes	0-60 minutes
<b>Status Updates</b>			
Every hour	Every 2 hours	Every 4 hours	Every 12 hours