

## CONNECTIVITY SERVICES SLA

### 1. OVERVIEW

North Atlantic Networks' ("NAN") Connectivity Services are backed by this Service Level Agreement ("SLA"). This SLA applies only to NAN's Connectivity Services as defined later in this document and is the Client's sole remedy regarding Connectivity Services.

### 2. CLIENT DEFINITION & SERVICE ACTIVATION

Client shall mean a NAN customer who has executed a binding agreement for a NAN-provided Connectivity Service, excluding any Client in violation of the NAN Acceptable Use Policy ("AUP"), Terms of Service ("ToS"), or is not in good financial standing with NAN. The terms of this SLA are effective on the date of service activation ("Service Delivery Date"). In no event shall any obligation for service credit(s) arise under this SLA until such time as the Services are fully installed and operational. If the service is no longer under a term contract (12, 24, 36 months or greater), the terms of this SLA no longer apply.

### 3. CONNECTIVITY SERVICE DEFINITION

The services covered under this SLA are defined as "Connectivity Services." These cover the use of wired or fixed wireless services to connect the client to the Internet or private client infrastructure. Examples of this service are Enterprise Metro Ethernet, Dedicated Internet Access (DIA), or MPLS Services. Not covered under this SLA are Client-provided connectivity services, Broadband services, or cellular services (i.e., 4G/5G). NAN's network management system (responsible for collecting performance metrics for this SLA) is the sole and conclusive measurement for all remedies given by this SLA.

### 4. SERVICE OUTAGE DEFINITION

A Service Outage is defined as the total and complete unavailability or degradation of connectivity services occurring outside of scheduled or emergency maintenance. NAN is not responsible for failure to meet any performance objectives set forth under the exclusions section below:

- i) Labor strikes, Governmental orders, civil commotion, acts of God, and/or other circumstances beyond NAN's reasonable control.
- ii) NAN or vendor scheduled maintenance events outlined in Section IV.
- iii) Client LAN, maintenance events, or upgrades to service(s) scheduled with client by NAN.
- iv) Failure of power, equipment, or systems not provided by NAN.
- v) Lack of Client cooperation required to remedy the service (example: client denies access to take a connection offline for testing or denies repair technicians physical access to Client premises).
- vi) Failure of systems performing network measurements.

### 5. MAINTENANCE EVENTS

Scheduled Maintenance shall mean any maintenance executed by NAN Engineers or a NAN Partner, of which Client is notified at least 24 hours in advance, for network software or hardware upgrades, configuration changes, or preventative maintenance of equipment used to deliver NAN connectivity services. NAN's standard window for scheduled maintenance occurs between 2300 hours to 0300 hours local time of the

affected area used to deliver service. However, scheduled maintenance may fall out of that time window should the requirement be necessary.

Emergency Maintenance shall constitute any maintenance NAN deems necessary to ensure network stability for the client base considering industry or vendor published mechanical, software or security advisories. Emergency Maintenance will be performed at NAN's discretion. NAN will notify clients of Emergency Maintenance via best effort.

Notifications for events will be sent via email to the Client technical contact. Lack of receipt of a maintenance notification does not entitle the Client to a Service Credit. NAN makes every effort to make service interruptions during maintenance events as brief as possible. Degradation of service is expected during maintenance windows, and as such, no service credits shall be issued for issues arising during maintenance windows.

## 6. NETWORK PERFORMANCE METRICS & DEFINITIONS

The items below outline each service type and the SLA for the key metrics for the service:

- i) **Backbone Availability:** Defined as the percentage of time in one Calendar Month during which NAN's network can deliver traffic between other NAN owned routers or NAN's Direct Internet Peers. This does not apply to Local Access Circuits (Loops), or intermediate Autonomous Systems (AS) client traffic may pass through that are not under NAN's direct control. As such, Backbone Availability only falls under "On-Net" services and does not apply to off-net services such as broadband or managed 3rd party connections. Availability is calculated based on monthly measurement averages between monitored NAN endpoints.
- ii) **Jitter:** Defined as an average sample of inter-packet latency variance.
- iii) **Latency:** Defined as the average round-trip time of packets transported between NAN datacenters.
- iv) **Packet Loss:** Defined as packets transmitted by the client that do not exceed the client's committed bandwidth level, becoming lost, dropped or otherwise missing.
- v) **Off-net SLA:** Defined as connectivity services that are managed by NAN but do not touch the NAN backbone. All off-net services will have the applicable vendor's SLA assumed and passed through to the client. Due to the large number of off-net services that can be provided through numerous 3rd party carriers, it is not feasible for NAN to include them all in this document. As such, a client/site-specific SLA for 3rd party services can be provided at client request.

Network availability and performance commitments will vary based on the underlying technology provided to Client. Client order form will define the underlying technology used to provide services to Client. The table in section 7 below represents NAN's SLA for each of the aforementioned performance metrics and the underlying technology used to deliver service.

## 7. SERVICE CREDITS

When services fail to meet the applicable commitments outlined in this SLA, Client may receive a statement credit to their account. To request a credit under this SLA, client must open a trouble ticket within five (5) calendar days of the reported outage and email their account representative with a description of the requested credit along with the NAN trouble ticket number(s) within fourteen (14) calendar days of the ticket closure. The account representative will notify the client if the credit has been approved or denied. Under no circumstance

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may credits provided for an applicable outage exceed the Monthly Recurring Charge (MRC) for that billing cycle.

Underlying Technology	Backbone Availability	Jitter	Latency	Packet Loss
Enterprise Metro Ethernet	99.99%	≤ 4ms	≤45ms	≤ 0.2%
Ethernet over Copper (EoC)	99.99%	≤ 4ms	≤45ms	≤ 0.3%
Digital Subscriber Line (DSL)	Off-net SLA	Off-net SLA	Off-net SLA	Off-net SLA
Cable Broadband	Off-net SLA	Off-net SLA	Off-net SLA	Off-net SLA
Fiber Broadband	Off-net SLA	Off-net SLA	Off-net SLA	Off-net SLA
Dark Fiber	Off-net SLA	N/A	N/A	N/A
Fixed Wireless	Off-net SLA	Off-net SLA	Off-net SLA	Off-net SLA
Cellular Wireless (3G/4G/5G)	Off-net SLA	Off-net SLA	Off-net SLA	Off-net SLA
Satellite	Off-net SLA	Off-net SLA	Off-net SLA	Off-net SLA
SONET/TDM	99.99%	≤ 4ms	≤45ms	≤ 0.3%

Applicable remedies for NAN's failure to meet the performance objectives outlined in this SLA are subject to the table below.

Metric NAN Failed to Attain	Credit to be issued
Backbone Availability	1/30th of the MRC for each hour of unavailability or fraction thereof in any calendar month to a maximum of 15/30th of the MRC.
Jitter	1/30th of the MRC for each 24-hour period NAN fails to meet the performance metric in a calendar month.
Latency	1/30th of the MRC for each 24-hour period NAN fails to meet the performance metric in a calendar month.
Packet Loss	1/30th of the MRC for each 24-hour period NAN fails to meet the performance metric in a calendar month.
Off-net SLA	NAN agrees to pass 100% of any credit received by a third party under a managed 3rd party (off-net) connection agreement, when applicable to Client.

## 8. POLICY CHANGES

NAN reserves the right to change this policy at any time. Policy changes will be posted to the NAN website, available at <http://www.nan.com/sla>. Changes to this policy become effective the date posted to the website.

## 9. LIMITATION OF LIABILITY

NAN's total liability to the Client under this SLA is limited to the MRCs for the affected Services for the applicable Calendar Month that the Service Outage occurs, or as otherwise specified in Section VI. Except for the service credits associated in this SLA, this SLA does not modify or amend the written contract executed by the Client, or the AUP and ToS documents available on NAN's website. The provisions of this SLA are the Client's sole and exclusive remedies for NAN's failure to meet the standards defined in this SLA and any other service issues.

## MANAGED SERVICES SLA

### 1. OVERVIEW

North Atlantic Networks' ("NAN") Managed Services are backed by this Service Level Agreement ("SLA"). This SLA applies only to NAN's Managed Services as defined later in this document and is the Client's sole remedy regarding Managed Services.

### 2. CLIENT DEFINITION

Client shall mean a NAN customer who has executed a binding agreement for a NAN provided Managed Service, excluding any Client in violation with the NAN Acceptable Use Policy (AUP), Terms of Service (ToS), Client specific SLA, or is not in good financial standing with NAN. The terms of this SLA are effective on the date of service activation. In no event shall any obligation for service credit(s) arise under this SLA until such time as the Services are fully installed and operational.

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### 3. MANAGED SERVICES DEFINITION & SCOPE

The services covered under this SLA are defined as "Managed Services." This covers the use of any service that NAN is the party responsible for ensuring the proper operation of the service/device. Examples of these services are Managed Routers and Switches, Managed Firewalls, Co-managed Devices, Identity Control, Managed Security Analytics, and Managed Network/Connectivity Monitoring Services. Throughout this document Managed Services may be associated with devices or services for which NAN is responsible. Note: An additional SLA applies to MPLS Firewall Services, and along with this document shall govern that NAN provided service.

### 4. NAN RESPONSIBILITIES

For Devices or Services under scope of management, NAN will be responsible for the following:

- i) Monitoring availability and performance.
- ii) Keeping a valid hardware and software support contract (i.e., OEM Support, purchased by Client) with the associated vendor for the covered service/device unless;
  - a. Service/Device is "co-managed," defined as a client owned device that NAN non-exclusively performs management services for and has not engaged NAN to procure OEM Support.
  - b. The client is not under a 12-, 24-, 36- or 60-month contract.
  - c. The covered service/device has been marked End-Of-Life (EOL) by the associated vendor and service is no longer commercially available.
  - d. Client chooses not to purchase an OEM support contract and acknowledges any risks associated with this choice.
- iii) Provide technical advice for proper governance or configuration of covered services/devices.
- iv) Regularly patching devices when applicable and with client consent.
- v) Responding to security notices from applicable devices or software vendors.

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- vi) Move-Add-Change-Delete (MACD) to configurations of covered devices/services.
- vii) Provide service/device sizing and selection assistance to adhere to client requirements.
- viii) Responding to client requests in a timely manner outlined in the Service Credits section of this document.
- ix) Providing documentation of covered services.

At client request NAN may elect to assist in troubleshooting beyond or outside of the scope of management. NAN will charge the client in 2-hour increments at NAN's off-contract hourly rates or as part of a TEAM/TEAM+ engagement (if purchased / applicable). The following conditions apply:

- i) NAN reserves the right to not offer this type of troubleshooting service, for any reason.
- ii) NAN offers no warranty implied or otherwise of recommended changes to software or devices not under NAN management.

## 5. CLIENT RESPONSIBILITIES

Client agrees to be responsible for the following:

- i) Providing a technical point of contact associated with Client to NAN.
- ii) Allowing NAN representative access to services or premises where management scope exists.
- iii) Having technical resources to manage services/devices not under NAN's management.
- iv) Ensuring active maintenance/support contracts are in place for covered devices/services, if applicable.
- v) Providing NAN access and connectivity for ongoing monitoring and maintenance.
- vi) Providing space, power and connectivity for devices that must be installed to provide services.
- vii) Providing and maintaining inside and outside wiring.
- viii) Providing an Out of Band (OOB) method of access for devices/services where applicable for NAN to utilize for remote troubleshooting or maintenance (i.e. 4G/5G backup, alternate broadband connections, satellite, etc.).
- ix) Ensuring NAN configurations, management or changes adhere to Client's internal security guidelines.
- x) Adhere to all license agreements set forth by hardware or software vendors as part of managed service.
- xi) General cooperation as deemed necessary by NAN to provide contracted service.

## 6. MAINTENANCE EVENTS

Scheduled Maintenance shall mean any maintenance initiated and executed by NAN Engineers or a NAN Partner, of which Client is notified at least 24 hours in advance, for network software or hardware upgrades, configuration changes, or preventative maintenance of equipment used to deliver NAN services. NAN's standard window for scheduled maintenance occurs between 2300 hours to 0300 hours local time of the affected area used to deliver service. However, scheduled maintenance may fall out of that time window should there be a specific requirement.

Emergency Maintenance shall constitute any maintenance NAN deems necessary to ensure network stability for the client base considering industry or vendor published mechanical, software or security advisories.



Emergency Maintenance will be performed at NAN's discretion. NAN will notify clients of Emergency Maintenance via best effort.

Clients may request Scheduled Maintenances to occur during Business Hours (as defined in Section 7) for change requests by emailing support@nan.com at least 24 hours prior to the requested Maintenance date/time. Client-requested Scheduled Maintenance events occurring After Hours (as defined in Section 7), or without 24 hours' notice to NAN shall be subject to rush/escalation fees and are available pending resource availability.

Notifications for events will be sent via email to the Client technical contact. Lack of receipt of a maintenance notification does not entitle the Client to a service credit. NAN makes every effort to make service interruption during maintenance events as brief as possible. Degradation of service is expected during maintenance windows, and as such, no service credits shall be issued for issues arising during a maintenance window.

## 7. METRIC DEFINITIONS

The items below outline each service type and the SLA for the key metrics for the service:

- i) Response Time: This metric is defined as NAN's Network Operation Center (NOC) general responsiveness per incident severity level.
- ii) Severity Level 1 (P1): The Service or Device under management is down.
- iii) Severity Level 2 (P2): Service is running, but not as expected and is having a negative effect on client.
- iv) Severity Level 3 (P3): All other tickets or inquiries, such as when service is operational but requires routine changes; any request via email will be considered a P3.
- v) Business Hours: Defined as Monday, Tuesday, Wednesday, Thursday, Friday between the hours of 8AM to 5PM EST/EDT. Excludes Holidays.
- vi) After Hours: Defined as periods of time not covered in "Business Hours"

The table in Section 8 below represents NAN's SLA for each of the aforementioned performance metrics and the underlying technology used to deliver service.

## 8. SERVICE CREDITS

When services fail to meet the applicable commitments outlined in this SLA, Client may receive a statement credit to their account. To request a credit under this SLA, client must open a trouble ticket within five (5) calendar days of the reported outage and email their account representative with a description of the requested credit along with the NAN trouble ticket number(s) within fourteen (14) calendar days of the ticket closure. The account representative will notify the client when the credit has been approved or denied. Under no circumstance may credits provided for an applicable outage exceed the Monthly Recurring Charge (MRC) for that billing cycle.

Management Service	Response Time – P1	Response Time – P2	Response Time – P3
Basic Managed Service (Foundations / Foundations+)	1 Hour (Business Hours)	4 Hours (Business Hours)	Next Business Day
Enterprise Managed Service (Enterprise Management)	30 Minutes (Business Hours)	2 Hours (Business Hours)	Next Business Day

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Applicable remedies for NAN's failure to meet the performance objectives outlined in this SLA are subject to the table below.

Metric NAN Failed to Attain	Credit to be Issued
Failure to Meet Response Time	1/30th of the MRC for each hour over the specified minimum response time or fraction thereof in any calendar month

Under no circumstances will Service Credits be provided if devices in scope are not covered by an active OEM support contract, regardless of NAN performance.

## 9. POLICY CHANGES

NAN reserves the right to change this policy at any time. Policy changes will be posted to the NAN website, available at <http://nan.com/sla/>. Changes to this policy become effective the date posted to the website. If the service is no longer under a 12, 24, 36 month or longer-term contract, the terms of this SLA no longer apply.

## 10. LIMITATION OF LIABILITY

NAN's total liability to the Client under this SLA is limited to the MRCs for the affected Services for the applicable Calendar Month that the Service Outage occurs, or as specified in Section 8. Except for the service credits associated in this SLA, this SLA does not modify or amend the written contract executed by the Client, or the AUP and ToS documents available on NAN's website. The provisions of this SLA are the Client's sole and exclusive remedies for NAN's failure to meet the standards defined in this SLA and any other service issues.

## MANAGED MxDR SERVICES SLA

### 1. OVERVIEW

This section governs the SilverSky MxDR service delivered by North Atlantic Networks (“NAN”) to End Customers. It supplements, and where relevant supersedes, the other sections of this SLA.

### 2. CONTINUOUS MONITORING & CASE HANDLING

- All log and telemetry data supplied by the Customer (or its devices/agents) is ingested into SilverSky’s outSOC platform and monitored 24×7×365 by the SilverSky Security Operations Center (“SOC”).
- When a detector fires, related alerts are aggregated into a single Case; a SOC analyst reviews, analyzes, and documents findings. Customers upon request may have read-only, real-time visibility of every analyst action, evidence item, and status change.

### 3. INCIDENT SEVERITY DEFINITIONS

Level	Operational Definition	Illustrative Examples*
<b>Critical (4)</b>	May have a severe level of impact to the network or system and indicates a compromise.	Malware infection, backdoor or Trojan traffic, outbound DDoS, botnet traffic.
<b>High (3)</b>	May have a high level of impact on the network or system and could lead to malware infection, data leakage, and disruption of operations due to network or system down time.	Download of malicious software, leakage of file from internal network, DoS (denial of service) or DDoS, P2P traffic (torrent), cloud storage traffic, exploit launching.
<b>Medium (2)</b>	May have a medium level of impact on the network or system and could lead to unnecessary leakage of information or exposure of vulnerabilities.	Port scans, vulnerability scans, social media traffic, unusual network traffic, multiple failed logins.
<b>Low (1)</b>	May have little impact and are mostly alerts to provide information.	Login or logout notifications, failed login notifications, application or system update notifications, application or system error messages.
<b>Informational (0)</b>	Have no impact and are intended to track activity.	False positives, approved scanning vendors, test alerts.

\*Examples are illustrative and not all inclusive. Customers may request reclassification of severity.



## 4. ACKNOWLEDGEMENT, NOTIFICATION & RESPONSE TARGETS

Severity	SOC Acknowledges within	NAN Notifies Customer by	NAN Response Window & Scope
<b>Critical</b>	10 minutes (24 × 7)	Phone and e-mail (24 × 7) within 30 minutes following NAN notification.	Begin remediation actions that fall within the Customer's active NAN managed-services scope and MxDR Playbook defined during onboarding immediately after notification.
<b>High</b>	30 minutes (24 × 7)	Phone and e-mail (24 × 7) within 60 minutes following NAN notification.	Same as Critical.
<b>Medium</b>	48 hours	E-mail (Business Hours) within one (1) Business Day.	Investigate and act during next Business Hours window (Mon–Fri 08:00–18:00 ET, ex. NAN holidays).
<b>Low</b>	72 hours	E-mail (Business Hours) if action is required	Informational only; action at NAN's discretion. All Low events remain viewable in reports.

- **Acknowledged** = a SOC analyst has opened the Case and begun triage.
- **Notification** = successful delivery to the NAN Network Operations Center (“NOC”) or on-call engineer; NAN assumes responsibility for all further customer communications.

If NAN is unable to reach the designated Customer contact(s) specified by the Customer by phone inside the Notification window for Critical or High incidents, NAN will make a total of two (2) additional attempts within 24-hours of NAN notification. At NAN's sole discretion, repeat incidents may be handled collectively for the purposes of Customer notification.

## 5. ESCALATION WORKFLOW

1. SilverSky SOC → NAN NOC / On-Call Engineer (per targets above).
2. NAN NOC → Customer using the contact playbook on file (voice first for Critical/High, e-mail thereafter).

## 6. CLIENT RESPONSIBILITIES

- Maintain accurate Contact Playbooks (names, telephone numbers, e-mail, business-hours definitions).
- Ensure continuous log/telemetry delivery from in-scope devices and promptly notify NAN of planned maintenance or network changes.
- Review incident notifications and respond to NAN requests for information or approval within a reasonable period aligned to the Severity.

- Perform recommended remediation actions as requested and/or recommended.
- Provide appropriate access to SOC and NOC for remediation.
- Acknowledgement that remediation is complex and may require supplemental professional services under separate SOW depending on the scope of the incident.
- Execute internal incident response workflows such as maintaining cybersecurity insurance and regulatory compliance frameworks.

## 7. REPORTING & MEASUREMENT

- A Monthly MxDR Service Report summarizing case volumes will be delivered through a scheduled report or via e-mail, at Customer's option.
- SLA attainment is calculated on a calendar-month basis; service credits apply only when NAN-attributable SLA violations exceed 5% of total Critical or High incidents for a given Customer in that month.

## 8. EXCLUSIONS & LIMITATIONS

- All Onboarding periods of any length prior to go-live (i.e., Protect Mode enablement), and all incidents occurring therein, are excluded from this SLA. During onboarding period(s) all incident response will be best effort and NAN's sole reasonable discretion
- Remediation or Incident Response that require tasks outside the scope of the Customer's active NAN managed services (e.g., digital forensics, large-scale system rebuilds, vCISO consultation) are deliverable on a best-effort or professional-services basis under a separate SOW / Order.
- Incidents arising from Customer misconfiguration, failure to provide timely access, or force-majeure events are excluded from SLA calculations.

## 9. REVIEW & AMENDMENT

This MxDR SLA section will be jointly reviewed periodically or upon material change to service scope, regulatory obligations, or threat landscape.