



46 LABS ECO CARRIER SUPPORT AGREEMENT

This Eco Carrier Support Agreement (“Support Agreement”) sets forth 46 Labs’ support plan for providing Services to its Customers in accordance with the separate Service Provider Master Services Agreement (“MSA”).

1. Support Request.

The Company provides support twenty-four hours a day, seven days a week, 365 days a year (“24x7x365 Support”). Support requests can be submitted by contacting Company through email at support@46labs.com (“Support Request”) or requested through the 46 Labs Portal (“Portal”). In addition, twenty-four (24) hour technical support is provided through the Customer Support Line (+1-512-831-3664) (“ESL”). Customer’s requesting emergency support should indicate Emergency Technical Support when contacting the ESL.

2. Support Response.

Company shall acknowledge any Support Request within thirty (30) minutes of receipt. Company shall provide a formal acknowledgment of the issue and expected time to resolution within one (1) hour of receipt of Support Request (“Formal Response Time”). The priority of a formal response and required resolution time (“Resolution Time”) shall be based on the nature of the event.

3. Support Resolution.

3.1. Support Failure Credit.

If the Company fails to meet the Formal Response Time for any incident, then the Customer shall be entitled to a service credit of ten percent (10%) of the monthly service fees, excluding one-time fees, usage fees and applicable taxes for the specific service in the Exhibit (“Support Failure Credit”). The Support Failure Credit will be applied to the following month’s invoice for the service. The total amount of any Support Failure Credits and any applicable Service Level Credit shall not exceed the monthly fees charged for the affected Service. Customer must request the credit within ten (10) calendar days from the date when the relevant SLA was not met.

3.2. Support Failure Termination.

If there are three (3) occurrences resulting in a Support Failure Credit in one (1) month, Customer shall have the option, in its sole discretion, to terminate the Agreement immediately upon written notice to Company. Customer must request the credit within ten (10) calendar days from the date when the relevant SLA was not met (“Support Failure Termination”).



Credit requests must be made in writing to 46 Labs:

By Mail to:

46 Labs Communications
Attn: Support
1503 E. 19th St
Edmond, OK 73013

By Fax to:

46 Labs Communications
Attn: Support
1-405-340-1001

By E-mail to:

46 Labs Communications
support@46labs.com

4. Support Availability.

Description

Helpdesk support for all priority requests at:
support@46labs.com

Helpdesk notification by telephone at:
+1-512-831-3664

Helpdesk Support by Chat available at:
http://www.46labs.com

Availability

24x7x365

24x7x365

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5. Support Limitations.

46 Labs' obligation to provide support services in accordance with this Support Agreement is dependent upon Customer's strict compliance with the terms and conditions of their MSA.

6. Support Escalation.

If 46 Labs fails to implement a fix or work around within the timelines, Customer may escalate a support request to their Account Manager by contacting us at +1-512-831-3664 and requesting their Account Manager either directly or by leaving a message. Within one business day, a support supervisor shall respond to Customer with a report describing the emergency, corrective measures taken and the achieved result.