Telos Ghost®

END USER LICENSE AGREEMENT

This End User License Agreement is a binding agreement made between Telos® Corporation ("Telos") and you, the Customer ("You", "Your" or "Customer"), and governs Your use, under license, of certain Telos Services according to the terms and conditions set forth below. All components, or terms and conditions, contained in this Agreement are integral to the Agreement and Customer consents to all of these terms and conditions. All components of this Agreement collectively are referred to herein as the "Agreement". Customer acknowledges it has had the opportunity both to review the Agreement and to consult with legal counsel prior to acceptance of this Agreement. By accessing or using the Services, You acknowledge that You have read and understand this Agreement, and that You accept all of the terms and conditions contained here in full and agree that the terms and conditions shall be fully and legally binding upon the Parties, without the need for any further indication of acceptance on Your part (such as by signature, click through or other means of electronic acceptance). If You are acting on behalf of a Customer, You represent that you have full legal authority to bind the Customer. Telos recommends Customer print copies of the Agreement for Customer's own records and future reference.

If you choose not to agree to these terms, do not access and/or use the Telos Services.

1. TERM OF THE AGREEMENT

This Agreement will be effective upon the date of the first Order issued by Customer and accepted by Telos. This Agreement will continue in effect until the earlier of: (a) termination of the Agreement in accordance with the provisions of Section 12 and/or (b) termination or expiration of all active orders under this Agreement.

2. SERVICES

Telos shall provide Telos Ghost® Network as a Service (NaaS), a cloud service category in which the capability provided to the cloud service customer is transport connectivity and related network capabilities, as those services are defined or identified on Customer's Order (collectively, "**Services**"). The start date of the Services ("**Start Date**") shall be specified in the Order.

3. ORDERING

Services will be ordered consistent with the applicable order for Telos Ghost Network as a Service as issued by Customer ("**Order**"). Telos shall not be obligated to process an order or provide any Services to Customer that are not accepted by Telos.

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4. MAINTENANCE AND REPAIR

4.1. Telos reserves the right to modify its network, system configurations or routing configurations. Telos may, at its sole discretion and without liability, change or modify the features and functionalities of the Services or modify or replace any hardware or software in the network or in equipment used to deliver any Services provided that this does not have a material adverse effect on the Services to be delivered. Except for equipment explicitly purchased by Customer in the Order, it is expressly acknowledged and understood that all right, title and interest in and to any and all products, hardware, software and other material provided by Telos in connection with the Services (collectively, "**Equipment**") shall at all times remain vested in Telos. Upon any termination or expiration of this Agreement, Telos shall have the option of either (i) taking custody of the Equipment, or (ii) allowing Customer to purchase such Equipment at its then current fair market value.

4.2. Telos may from time to time perform routine network maintenance ("**Routine Network Maintenance**") for network improvements and preventive maintenance. At Customer's request, additional maintenance services may be provided by Telos, subject to an additional charge.

4.3. Telos will perform non-regularly scheduled maintenance that may be required to address a serious degradation or loss of Service to Customer or to protect Telos's network from immediate material harm ("**Emergency Maintenance**"). Telos will provide notice to Customer of Emergency Maintenance as soon as is commercially practicable.

4.4. When Customer believes that a Service Failure has occurred, Customer may contact Telos, in accordance with Customer's Order, to open an investigation of the cause of the Service Failure. If there is a Service Failure, Telos and Customer will cooperate to restore Service. If any Service Failure is caused by a factor outside the control of Telos, Telos will cooperate with Customer to conduct testing and repair activities at Customer's cost. Except as otherwise provided in this Agreement, a "**Service Failure**" means failure to meet the service level agreements set forth in Appendix A.

4.5. In the event any Service Failure is the result of Customer's equipment or facilities or is due to Customer's acts or omissions or if Telos's investigation results in a "No Trouble Found," Telos may charge Customer at its standard rates for the time and expense incurred by Telos in connection with investigating and resolving the issue.

5. BILLING AND PAYMENT

5.1. Customer shall pay Telos for the Services at the rates and charges set forth in Customer's Order (collectively "**Rates**"). Customer will be charged the Rates for the Services as of the Start Date. Billing will occur on an annual basis at the initiation of Services.

5.2. Each Invoice shall be paid by Customer so that the payment is received by Telos within thirty (30) calendar days of the Invoice date (the "**Due Date**"). In the event any payment is not received by the Due Date, Telos may, in its sole discretion, apply a late charge equal to 1-1/2% (or the maximum legal rate, if less) per month on the unpaid balance ("**Late Payment Charge**").

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Telos reserves the right to take any action in connection with Customer's non-payment and all costs, including attorneys' fees, will be the responsibility of Customer.

5.3 Customer shall be barred from all legal and equitable remedies, including without limitation, injunctive relief, that would require Telos to continue providing Services to Customer while any delinquent amounts not properly the subject of a Dispute remain unpaid.

6. RESERVED

7. TAXES AND ASSESSMENTS

7.1. The Rates do not include governmental taxes, assessments, surcharges, and other fees relating to the sale of the Services to Customer (collectively, "**Taxes**"). Customer will be responsible, as required under applicable law, for identifying and paying all Taxes (and any penalties, interest, and other additions thereto) that are imposed on Customer in connection with the transactions and payments under this Agreement.

7.2. Customer is responsible for paying all applicable taxes on the Services. Customer may provide Telos with an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case, Telos will not charge or collect the Taxes covered by such certificate. Throughout the term of this Agreement, Customer will provide Telos with any forms, documents, or certifications as may be required for Telos to satisfy any information reporting or withholding tax obligations with respect to any payments under this Agreement. Customer is responsible for properly charging Taxes to its end users and for the proper and timely reporting and payment of such Taxes to the taxing authorities. Customer agrees to defend, indemnify and hold harmless Telos from Customer's non-payment or failure to report any and all taxes related to Services provided to Customer under this Agreement.

8. WARRANTIES AND LIMITATION OF LIABILITY

8.1. Customer represents and warrants to Telos on behalf of itself and its end users (if any) that it will comply with all warranties set forth in any Order issued under this Agreement.

8.2. Each Party represents and warrants to, and covenants with, the other Party that (a) it is duly incorporated, validly existing, and in good standing as a company under the laws of the jurisdiction of its formation; (b) it has full authority to execute and perform this Agreement; and (c) it is not under obligation, contractual or otherwise, to any other entity that might conflict, interfere or be inconsistent with any of the provisions of this Agreement.

8.3. TELOS MAKES NO WARRANTIES OR GUARANTEES RELATING TO THE SERVICES PROVIDED HEREUNDER OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY PARTICULAR WARRANTIES OF (i) MERCHANTABILITY, (ii) FITNESS FOR A PARTICULAR PURPOSE (iii) EFFORT TO ACHIEVE PURPOSE, (iv) COMPLETENESS OR (v) QUALITY, ACCURACY, OR CURRENCY OF THIRD PARTY CONTENT, OR AS TO ANY MATTER, ALL OF WHICH WARRANTIES BY TELOS ARE HEREBY EXCLUDED AND DISCLAIMED. CUSTOMER

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AGREES THAT ANY EFFORT BY TELOS TO MODIFY THE SERVICES OR ANY EQUIPMENT SHALL NOT BE DEEMED A WAIVER OF ANY LIMITATIONS CONTAINED IN THIS SECTION AND THAT TELOS'S LIMITATION OF WARRANTIES SHALL NOT BE DEEMED TO HAVE FAILED IN THEIR ESSENTIAL PURPOSE. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY ARISING FROM THE PERFORMANCE OF THE SERVICES OR ANY SERVICE FAILURE IS TO RECEIVE, AND TELOS'S ENTIRE LIABILITY SHALL BE LIMITED TO PROVIDING, A RESOLUTION TO THE SERVICE FAILURE AS FURTHER DESCRIBED IN APPENDIX A.

8.4. Telos's liability arising out the provision of Services, resulting from delays in the restoration of Services, or arising out of mistakes, accidents, omissions, interruptions, errors or defects in transmission, or delays caused by judicial or regulatory authorities, shall be subject to the limitations described in Section 8.3 and as further described below. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT SHALL TELOS, ITS OFFICERS, AGENTS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, ANY PERSON OR ENTITY ASSISTING TELOS OR ITS SUBSIDIAIRES OR AFFILIATES BE LIABLE TO CUSTOMER OR ANY OTHER THIRD PARTY WITH RESPECT TO THE SUBJECT MATTER OF AND ITS OBLIGATIONS HEREUNDER UNDER ANY CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY FOR ANY TYPE OF INDIRECT, CONSEQUENTIAL, RELIANCE, INCIDENTAL, ACTUAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS, LOST REVENUES, LOST OPPORTUNITIES, LOST ROYALTIES, LOST DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR LOST SAVINGS OF ANY KIND, ARISING OUT OF OR RELATING TO THE SERVICES OR THE OBLIGATIONS OF TELOS HEREUNDER, WHETHER OR NOT EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. UNDER NO CIRCUMSTANCES WILL TELOS, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, EMPLOYEES, ANY PERSON OR ENTITY ASSISTING , TELOS' SUBSIDIARIES OR AFFILIATES BE LIABLE TO CUSTOMER FOR ANY AMOUNT IN EXCESS OF THE AMOUNTS TELOS HAS COLLECTED FROM CUSTOMER WITHIN THE SIX (6) MONTHS IMMEDIATELY PRECEDING ANY CLAIM WITH RESPECT TO THE SERVICES DELIVERED HEREUNDER. CUSTOMER HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE THIS AGREEMENT TO FAIL ITS ESSENTIAL PURPOSE. CUSTOMER ASSUMES TOTAL RESPONSIBILITY AND RISK FOR CUSTOMER'S USE AND ITS END USERS' USE OF THE SERVICES, SOFTWARE, OR EQUIPMENT PROVIDED BY TELOS, IF ANY, TELOS HAS NO CONTROL OVER AND ACCEPTS NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR SUCH USE, AND CUSTOMER AND CUSTOMER'S END USER USERS ACCESS THE SERVICE AT THEIR OWN RISK.

9. INDEMNIFICATION

9.1. Customer will defend, indemnify and hold harmless Telos, its affiliates and their respective directors, officers, employees, successors, assigns and agents (each, an "**Indemnified Party**") from and against any and all claims, losses, liabilities, damages, settlements, costs and expenses (including, without limitation, reasonable attorneys' fees) and any other liability to the extent

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arising out of or relating to any claim, action or proceeding brought by any third party based upon: (a) any breach by Customer of any warranties or representations made in the Agreement including compliance with the Telos Ghost Acceptable Use Policy; (b) Customer's negligence or willful misconduct in the performance under this Agreement that results in any bodily injury (including illness or death) or property damage; (c) any breach by the Customer of its confidentiality obligations under this Agreement and (d) any claims of infringement or misappropriation of any patent, trade secret, copyright, or other intellectual property rights, or moral rights related thereto, based upon or related to Customer's improper use of the Services. Telos is not responsible for, and Customer shall defend and indemnify Telos against any and all fraudulent or otherwise unlawful use of the Services by Customer. Any claims of fraud or other unlawful use shall not constitute valid justification for dispute of an Invoice. Customer is solely responsible for all usage of the Services, allegedly fraudulent or otherwise, and for all additional charges as may be associated with such usage.

9.2. For each claim or action for which the Indemnified Party seeks indemnification pursuant to this Section, the Indemnified Party shall provide Customer prompt written notice of such claim or action.

9.3. Customer will use counsel reasonably satisfactory to the Indemnified Party to defend each indemnified claim, and the Indemnified Party will cooperate (at the Customer's expense) with the Customer in the defense. Customer will not consent to the entry of any judgment or enter into any settlement without the Indemnified Party's prior written consent, which consent will not be unreasonably withheld.

9.4. Customer's obligation to defend under this Agreement is independent of its obligation to indemnify under this Section. Each Party's obligations under this Section are independent of any other obligation of such Party under this Agreement.

10. CONFIDENTIAL INFORMATION; PROPRIETARY RIGHTS; CUSTOMER PROPRIETARY NETWORK INFORMATION

10.1. As used in this Agreement, "**Confidential Information**" shall mean all nonpublic information disclosed by either Party ("**Disclosing Party**") to the other Party (the "**Receiving Party**") that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information does not include any information that: (a) is or becomes publicly available without breach of this Agreement; (b) can be shown by documentation to have been known to the Receiving Party at the time of its receipt from the Disclosing Party; (c) is received from a third party without a duty of confidentiality; or (d) can be shown by documentation to have been independently developed by the Receiving Party without reference to any Confidential Information provided by the Disclosing Party.

10.2. The Receiving Party may use Confidential Information only to exercise its rights and perform its obligations under this Agreement. Except as expressly provided for in this Agreement, the Receiving Party will not disclose Confidential Information to anyone without the Disclosing Party's prior written consent. The Receiving Party will take all reasonable measures

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to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature. Additionally, the Receiving Party will restrict the possession, knowledge and use of Confidential Information to its affiliates and its and their respective directors, officers, employees, agents or advisors (including, without limitation, attorneys, accountants, brokers, consultants and financial advisors) (collectively, "**Representatives**") who have a need to know Confidential Information in exercising its rights or performing its obligations under this Agreement. The Disclosing Party shall be responsible for any failure by any of its Representatives to comply with and abide by such Disclosing Party's confidentiality obligations under this Agreement.

10.3. The Receiving Party may disclose Confidential Information as required by law; provided, however, that the Receiving Party shall (a) when permitted by law, give the Disclosing Party prompt written notice of a disclosure requirement to allow the Disclosing Party to seek a protective order or other appropriate remedy, (b) take reasonable actions and provide reasonable assistance to the Disclosing Party to secure confidential treatment of the Confidential Information at the cost of the Disclosing Party, and (c) disclose only such Confidential Information as is required by law.

10.4. Customer acknowledges and agrees that the Telos Materials are and shall at all times be and remain the sole and exclusive property of Telos and Telos' third party licensors, subject only to the ownership rights of such third parties in portions of Telos Ghost and the rights granted to Customer in this Agreement. Telos retains all right, title and interest in and to Telos Ghost and any user guides, manuals, and training materials for installation and use of Telos Ghost ("Documentation"). Telos Ghost and the Documentation are licensed, not sold, and Customer does not and will not be deemed to acquire any right, title or interest therein, except as expressly granted in this Agreement. Further, Customer does not and will not be deemed to acquire any right, title or interest in any patent(s), copyrighted material, or other intellectual property, or proprietary information or data, owned by Telos Corporation and /or any of its subsidiaries or affiliates. "Proprietary Information" shall mean proprietary and trade secret information embodied in Telos Ghost and other materials provided by Telos to Customer under this Agreement and not generally known or available to the public, including (without limitation) source code and object code, and computer program listings, techniques, algorithms, processes, templates, manuals, and training materials. "Telos Materials" means any software, programs, tools, systems, data or other materials made available by Telos to Customer in the course of the performance under this Agreement including, but not limited to, Telos Ghost, Documentation, Proprietary Information, as well as any information, materials or feedback provided by Customer to Telos relating to Telos Ghost, and Documentation.

10.5. Customer warrants that it will not (i) modify, reverse engineer, reverse assemble, or reverse or decompile Telos Ghost or any part thereof; (ii) create derivative works based on Telos Ghost or any part thereof; (iii) remove or alter any trademark, copyright, or other proprietary notice contained on or in Telos Ghost; (iv) use any of the third party software provided by Telos hereunder as stand-alone applications; or (v) sublicense Telos Ghost to any third parties.

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11. FORCE MAJEURE EVENT

11.1. Neither Party shall be held in default under, or in noncompliance with, the provisions of this Agreement (except for an obligation to pay fees) where such default or noncompliance was caused by a "**Force Majeure Event**." A Force Majeure Event means an event or circumstance beyond the reasonable control of a Party that could not have been avoided or corrected through such Party's exercise of reasonable diligence, including, but not limited to, severe or unusual weather conditions, strikes, labor disturbances and disputes, war and other military conflicts, insurrection, riots, pandemics, incidences of terrorism, acts of vandalism, actions or inactions of any government instrumentality, fire, flood, or other acts of God.

11.2. If a Party is prevented from fulfilling its contractual obligations due to a Force Majeure Event ("**Affected Party**"), the Affected Party must promptly notify the other Party in writing of the Force Majeure Event, giving details of the Force Majeure Event circumstances, its anticipated effect upon the Affected Party's performance under this Agreement and the steps that the Affected Party is taking to remedy the delay. Upon providing such notice, except for Customer's payment obligations, the obligations of the Affected Party will be suspended to the extent caused by the Force Majeure Event so long as the Force Majeure Event continues, provided that the Affected Party undertakes all necessary and reasonable actions within its control in order to limit the extent of the consequences caused by the Force Majeure Event.

12. TERMINATION RIGHTS

12.1. Without affecting any amounts due to Telos, Telos may terminate this Agreement or an Order for Customer's failure to pay when required any Invoice within thirty (30) business days of the Customer's payment due date.

12.2. Without affecting any amounts due to Telos, either Party may immediately terminate this Agreement or an Order upon the other Party's insolvency, dissolution or cessation of business operations.

12.3. In the event of a breach of any material term or condition of this Agreement by a Party (other than a failure to pay, which is covered under Section 12.1), the other Party may terminate this Agreement or an Order upon thirty (30) days written notice, unless the breaching Party cures the breach during the thirty (30) day period. Upon any breach by Customer not cured within this thirty (30) day period, Telos may at its sole option do any or all of the following: (a) cease accepting or processing orders for Services and suspend Services; (b) cease providing any information or reports being supplied for use by Customer; (c) immediately terminate this Agreement and Service without liability to Customer; and (d) pursue such other legal or equitable remedies or relief as may be appropriate.

13. RESERVED

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14. RELATIONSHIP OF THE PARTIES

The Parties acknowledge and agree that nothing in this Agreement is to be construed to constitute the Parties as employer/employee, partners, franchisor/franchisee, or otherwise as participants in a joint or common undertaking. Neither Party, nor their respective employees, agents or representatives, has any right, power, or authority to act or create any obligation, express or implied, on behalf of the other Party.

15. WAIVERS

Failure of either Party to enforce or insist upon compliance with the provisions of this Agreement, or waive compliance with any provisions of this Agreement in any instance, shall not be construed as a general or continuing waiver or relinquishment of any provision or right of this Agreement.

16. ASSIGNMENT

Neither Party may assign or transfer this Agreement without the other Party's written consent, which consent shall not be unreasonably withheld, except that Telos may, without notice, assign its duties or obligations under this Agreement to its parent, successor in interest, an affiliate, or a subsidiary without the other Party's consent. Any assignment or transfer without the required consent as provided herein is void.

17. INTEGRATION

This Agreement, Customer's Order and all Appendices and other attachments hereto, represent the entire agreement between the Parties with respect to the subject matter hereof and supersede and merge all prior agreements, promises, understandings, statements, representations, warranties, indemnities and inducements to the making of this Agreement relied upon by either Party, whether written or oral.

18. CONSTRUCTION

The language used in this Agreement is English.

19. AMENDMENT

Except as may be expressly provided otherwise herein, this Agreement may not be amended or modified, in whole or in part, except by the Parties in writing.

20. GOVERNING LAW; CONFLICT RESOLUTION

This Agreement shall, in all respects, be governed by and enforced in accordance with the laws of the Commonwealth of Virginia, without regard to its choice of law provisions. Either party may initiate an action within the jurisdiction of the state or federal courts of Fairfax or Loudoun County, Virginia, and such parties each shall accept the exclusive jurisdiction of such courts.

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21. NOTICES

All notices, including but not limited to, demands, requests and other communications required or permitted hereunder (not including Invoices) shall be in writing, shall be executed by the Party sending such Notice, and shall be deemed to be delivered when actually received, whether upon personal delivery or delivery by common carrier. All notices given by mail or other means of delivery shall be sent by first class mail, duly addressed and with proper postage, to the following address, or such other address as each of the Parties hereto may notify the other:

If to Telos: Telos Corporation
19886 Ashburn Road
Ashburn, VA 20147
Attn: Contracts Department

With Copy to: Legal Department

If to Customer: To the contact details provided in Customer's Order.

22. PUBLICITY

Telos may (a) prepare press releases with respect to this Agreement, which will be submitted after approval by Customer (such approval not to be unreasonably withheld or delayed); (b) disclose to third parties that Customer is a Telos customer; and (c) use the name of and identify Customer as a customer in advertising materials.

23. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall constitute an original, but all of which shall constitute one and the same instrument.

24. SURVIVAL OF PROVISIONS

The terms and provisions contained in this Agreement that by their sense and context are intended to survive the performance thereof by the Parties shall survive the completion of performance and termination of this Agreement, including, without limitation, Sections 5, 8, 9, 10, 12, 20 and 21.

25. UNENFORCEABLE PROVISIONS

The illegality or unenforceability of any provision of this Agreement does not affect the legality of enforceability of any other provision or portion. If any provision or portion of this Agreement is deemed illegal or unenforceable for any reason, there shall be deemed to be made such minimum change in such provision or portion as is necessary to make it valid and enforceable as so modified.

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APPENDIX A

SERVICE LEVEL AGREEMENTS ("SLAs")

The Telos Ghost Network is designed for 99.9% availability. Telos will use commercially reasonable efforts to remedy any shortfall in System Uptime in accordance with the following priorities:

Priority	Time to Respond	Time to Repair
1	30 Minutes	6 Hours
2	1 Hour	48 Hours
3	4 Hours	5 Business Days
4	1 Business Day	10 Business Days

Priority Level Definitions:

- Priority 1: Total or significant outage that has great impact on business functions
- Priority 2: Significant performance degradation of service
- Priority 3: Incidents that have little or no impact on critical business functions
- Priority 4: Incident not caused by Telos Ghost service. Assist customer to resolve as time permits.

General Terms and Exclusions Applying To SLAs

SLA coverage is limited to Telos Network elements under the control of Telos. Once Customer Internet traffic leaves the Telos Network, whether via a peering connection or otherwise, it is no longer covered by the terms of the applicable SLA.

SLAs shall not apply to the failure of the Service to comply with an SLA, or to any negative impact to System Uptime, caused, in whole or part, by any of the following:

- a failure of Customer's premises equipment or equipment of Customer's vendor;
- power failure at Customer's premises;
- a failure in local access facilities connecting Customer to the Telos Network;
- Force Majeure events;
- any act or omission of Customer or any third party (including but not limited to, Customer's agents, contractors or vendors), including, but not limited to (i) failing to provide Telos adequate access to facilities for testing, (ii) failing to provide access to Customer premises as reasonably required by Telos (or its agents) to enable Telos to comply with its obligations regarding the Service, (iii) failing to take any remedial action in relation to a Service as recommended by Telos, or otherwise preventing Telos from

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doing so, or (iv) any act or omission which causes Telos to be unable to meet any of the SLAs;

- Customer's negligence or willful misconduct, which may include Customer's failure to follow agreed-upon procedures;
- over delivery of traffic to individual IP Transit ports which attempts to exceed the overall bandwidth available for the applicable port;
- any scheduled maintenance periods when Customer has been informed of such maintenance, and emergency maintenance; or
- disconnection or suspension of the Service by Telos pursuant to a right to do so under this Agreement.

Definitions applicable to SLAs

Telos Network means the telecommunications or data network and network components owned, operated or controlled by Telos, including Telos's fiber backbone, any equipment connected to such fiber, and the software, data and know-how used by Telos to provide the Service. Where Telos provides Service to a building through its own facilities, the Telos Network includes those facilities.

System Uptime means the number of minutes that Telos Network is available to Customer. System Uptime excludes time for network maintenance, or any unavailability resulting from: (a) problems with or maintenance on Customer's backhaul, applications, equipment, premises or facilities; (b) acts or omissions of Customer or an authorized user; (c) unavailability caused by companies other than Telos, except Telos-ordered third-party local loops; or (d) a Force Majeure Event.

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