Exxon Stewardship Level Agreements

1. **General.** All terms not defined herein shall have the meanings attributed to them in the Master Service Agreement between Customer and Cybera (the "MSA"). Cybera commits to Customer that certain Services shall conform to a level of stewardship ("SLA" or SLAs") as defined below, subject to the limitations set forth herein. Failure to comply with the SLAs shall not constitute a default under the MSA and Customer's sole and exclusive remedy for nonconformance with the terms of SLAs shall be the credits specified by this document.

2. **Defintions**.
   2.1 "BW" or "BWs" shall mean merchants who are licensed by ExxonMobil or one of its affiliates to authorize their respective customers to use the Exxon or Mobil trademark for the retail sale of automotive motor fuel and whose license with ExxonMobil or its affiliate is in good standing and not in default.
   2.2 "Secure Data Network Services" or "SDN Services" means Cybera's integrated solution for securing BW's data network at remote locations.
   2.3 "Network Access Services" or "NA Services" means any network access circuit provisioned by Cybera to connect a BW location to Company via the Cybera's core network.
   2.4 "Cybera Service(s)" means collectively the SDN Services, the NA Services.

3. **SDN Service Stewardship**.

   3.1 **Site Availability**. The SDN Services shall be provided on a 24-hour-per-day, 365-day-per-year basis. Except to the extent that availability is negatively impacted by services or facilities not provided by Cybera, in any given month, if the SDN Service availability at any one site falls below 95.0%, the BW may claim a credit or refund of three dollars and ninety-five cents ($3.95) and an additional 3 dollars and ninety five cents ($3.95) credit or refund for each additional 1% that the service falls below 94.0% site availability for the month, up to a maximum of thirty nine dollars and fifty cents ($39.50) for that site for that month. If a BW believes that a given location is not meeting the site availability requirement, then the BW shall notify Cybera, and Cybera shall establish appropriate measurements method to determine what corrective action should be taken to meet the requirement. Cybera shall provide such measurement data and corrective action plan to the BW. Where a site has availability less than required by the contract service levels in any three (3) consecutive calendar months, Cybera shall analyze the reason for the low availability and make any changes as necessary. Corrective action will be taken within the month.

   3.2 **Round-Trip Response Time**. Round-Trip response time shall be representative of the On-Line-Authorization (OLA) response time. This response time shall be defined as the round trip Service transit time in seconds per transaction including the data flow from BW's remote site CPE to BW site's side of the data center and back to BW's remote site CPE. This measurement excludes processing time inside the data center. This includes the time to transition from Cybera's side to the BW's side of the CPE.

   Round-Trip response time must be measured for a representative sample of all sites (not to exceed 100 sites per HUB) and all traffic routes hourly and compared to the round-trip response time during the daily peak card traffic hour averaged for one month.

Round-Trip Response Time	Between Sites and rDMZ (round trip in seconds)
50% of the time	1.5
90% of the time	2.5
95% of the time	3.0

   If this is not achieved during a month, then the Cybera shall analyze the reason for the high transit time and change the site configuration to achieve the transit time, (such as change the configuration, priority and/or space segment) at no cost to the BW.

   3.3 **System Availability**. This is the availability between the BW's side of the CPE to the BW's side of Cybera's router at each of ExxonMobil's host site. The Monthly End-to-End Service Availability defined as:

   ([Total hours] minus [Total unavailable service Hours]) divided by [Total hours] where,

[Total unavailable service hours] includes all downtime (including downtime related to software configuration errors).

Availability of the overall enterprise system Service shall be a minimum of 99.50% for each and every month during the term of this Agreement.

Excluded from availability calculations are interruptions due to tests, maintenance, and adjustments being carried out at times and for a duration agreed upon in advance by Cybera, BW and ExxonMobil; duration of interruptions when tests, maintenance, and corrective action are delayed at the request of BW or ExxonMobil; interruptions required to correct problems caused by faulty or defective BW or ExxonMobil equipment and facilities; interruptions due to power fluctuations, power failures, or HVAC malfunctions at sites where power and HVAC supply is under the control of the BW and/or ExxonMobil; interruptions due to accumulation of snow in remote antenna that does not include the Cybera supplied de-icing option; temporary degradation in performance resulting from sun transit periods; and interruption due to failure of third party facilities not provided by Cybera.

4. **Cybera Services Remote Site Restoration.** When CPE is deemed to be defective, Cybera will restore a site to full operation within 36 hours after a trouble ticket is opened with Cybera. If, in any calendar month, Cybera fails to restore to full operation at least ninety-five percent (95%) of sites within 36 hours, Cybera will apply a credit to BW's next monthly invoice in the amount of $3.95 times the number of sites above five percent (5%) that were not restored within the required time period. If Cybera does not restore a site to full operation within forty-eight (48) service coverage hours, BW will receive written notification from Cybera's Management outlining the steps being taken to restore service. If Cybera equipment at any site fails two (2) times within one (1) month or three (3) times within three (3) months, BW may require Cybera to replace such site equipment if it is determined that such equipment is defective. In this case only, failure is defined as loss of site service due to Cybera supplied equipment failure. If a BW believes that a given location is not meeting the site restoration requirements established by the BW's contract with Cybera, then the BW shall notify Cybera, and Cybera shall establish appropriate measurements method to determine what corrective action should be taken to meet the requirements. Cybera shall provide such measurement data and corrective action plan to the BW.

5. **NA Site Service Availability Stewardship**. Where Cybera provides NA Services, Site Availability shall be calculated as the percentage of time during a calendar month that the NA Service is available for use by a BW at a given site. The percentage is measured over a 720-hour (30-day) month. Should Cybera fail to deliver network availability greater than or equal to 99.5%, Customer will be eligible for a credit equal to 10% of the MRC for the NA Services paid during such month. The Site Availability for each and every site for each calendar month shall be as follows:

Description	Availability (per month)
Availability without back up	99.5%
Availability with Cybera provided back up	99.8%

Provided however, the availability requirements above need not be met if the site equipment fails or the site internet connectivity provided by any third party fails. In such case, the relevant requirements relate to field service response and restoration.

6. **Service Level Agreement Conditions and Exclusions**.

6.4 All SLA requests must be submitted in accordance with the provisions of Section 7, below.

6.5 SLA credits for Cybera Services are only available for an incident reported by the BW through the opening of a trouble ticket with the Cybera CSMC and is measured from the time such trouble ticket is opened until data can be transmitted and received by Customer according the Cybera's records.

6.6 Cybera shall have no obligation to pay Customer any SLA Credits whatsoever in the event that Customer is or has been in breach or default of any term or condition of the MSA, any Annex thereto, or any Service Order during the period in which the circumstance giving rise to the SLA credit occurred.

6.7 SLAs do not apply to the extent that any of the following reasons prevented or delayed Cybera's performance in meeting such SLAs:

6.7.1 Any act or omission, negligence or error of Customer, its employees, contractors, agents and/or any party authorized by Customer to use, modify or repair Customer's Service;

6.7.2 Failure of power at Customer's premise or failure of any equipment not provided by Cybera;

6.7.3 Customer's maintenance activities or its rearrangement of the Service;

6.7.4	Cybera or its agents are not afforded access to the premises where the lines associated with Customer's Service are terminated;
6.7.5	Customer has released Service to Cybera for maintenance or rearrangement purposes, or for the installation of a Customer Service Order;
6.7.6	Customer elects not to release the Service for testing and or repair and continues to use it on an impaired basis;
6.7.7	Force Majeure events as defined in Customer's MSA;
6.7.8	Disconnection or failure to provide Services, repair or maintenance due to Customer's non-payment of undisputed charges;
6.7.9	Improper or inaccurate network specifications provided by Customer;
6.7.10	Failure of an underlying carrier where the local access circuit was not provided by Cybera;
6.7.11	Service Addresses have been in service for less than sixty (60) days as measured from the Service Commencement Date;
6.7.12	Cybera's scheduled maintenance and downtime; and
6.7.13	Any other reason outside the reasonable control of Cybera.

7. <u>Procedure for Requesting SLA Credits</u>. To receive an SLA Credit, Customer must:

7.1 Complete the SLA Credit Request Form which can be downloaded at http://www.cybera.com/SLACR and submit it together with Complete Documentation (as defined in the MSA) to Cybera within thirty (30) calendar days of the last day of the month in which the circumstances giving rise to the SLA Credit occurred.

7.2 All SLA Credit requests must, at a minimum, include:

7.2.1	A list of all impacted Service Addresses and the specific circuit identifier if more than one at the Service Address;
7.2.2	The type of SLA credit requested for each Service;
7.2.3	The date or dates on which the circumstance giving rise to the SLA credit requested occurred;
7.2.4	The trouble ticket number(s) on which the SLA is based; and
7.2.5	Any other information Cybera may reasonably request.

Cybera cannot guarantee that the information above will be sufficient to allow Cybera to verify the SLA Credit Request. Cybera will inform Customer of any SLA Credit Request for which it requires additional information or which it rejects and Customer will have an additional fifteen (15) days to submit additional documentation supporting Customer's position.