

# Service Level Agreement: Information Services

This Service Level Agreement (SLA) is a part of the contract between Customer and NetFortris. This SLA covers all NetFortris Information Services.

## **1. SERVICE COMMITMENT**

NetFortris is committed to providing a reliable, high-quality network to support its high-speed internet access service. As part of this commitment, NetFortris is pleased to offer eligible Customers the following guarantees:

- Installation Guarantee
- Network Availability Guarantee
- Network Latency Guarantee
- Packet Delivery Guarantee

If NetFortris fails to meet any of these guarantees, it will provide eligible Customers with a Service Credit, as set forth below in this Service Level Agreement.

## **2. GUARANTEES**

### **A. Installation Guarantee**

For customers located within a building to which NetFortris currently has fiber distribution, equipment deployed and acceptable riser facilities, NetFortris guarantees that Information connectivity for such Customer will be installed within seventeen (17) business days after an order has been accepted and entered into NetFortris's provisioning system by its Account Coordination team.

For Customers located within a building to which NetFortris currently does not have fiber distribution, NetFortris will provide the Customer an estimated installation date during the Project Planning Process, after an order has been accepted and entered into NetFortris's provisioning system by its Account Coordination team. Once fiber connectivity from such Customer's building to NetFortris's Network has been successfully completed, NetFortris guarantees that internet connectivity for such customers will be installed within seventeen (17) business days.

An order will not be accepted until NetFortris has received a signed Master Service Agreement (MSA), a signed Service Supplement, and (if requested by NetFortris) a completed credit application.

If NetFortris fails to meet these commitments, Customer will receive a one (1) month Service Credit, subject to the following conditions:

- Customer or its representative must cooperate with NetFortris in the installation process, including accurate completion of an order containing detailed demarcation information and other onsite contact listings. Changes in an order made by or on behalf of Customer or the occurrence of events outside the reasonable control of NetFortris, such as Force Majeure, may result in delays for which NetFortris is not responsible hereunder.

- Customer or its representative must be physically present at the time of installation and must provide access to the designated building's phone closet(s) on the date(s) agreed to by NetFortris's Installation Coordination Department. Such building access and escort must also be provided to other necessary personnel to perform the installation of the internet connection
- This Installation Guarantee applies to the interval between the original order date and original Installation Guarantee date. If Customer requests a change to an order date during implementation of service, the Installation Guarantee date shall, at NetFortris's sole discretion, begin again upon change acceptance.
- The Service Credit for failure to meet the Installation Guarantee is not available to customers for whom installation charges have been waived.

## **B. NETWORK AVAILABILITY GUARANTEE**

NetFortris guarantees 99.999% Network Availability, as calculated from the ingress to and egress from the NetFortris Network.

A Customer who experiences Network Unavailability may receive Service Credits, calculated monthly as an aggregate of all Service Unavailability events, in accordance with the following:

- |   |  |
|---|--|
| ➤ Service unavailable <15 minutes:            | ➤ No Service Credit                            |
| ➤ Service unavailable 15 minutes < 8 hours:   | ➤ 8 hours credit                               |
| ➤ Service unavailable 8 hours < 12 hours:     | ➤ 12 hours' credit                             |
| ➤ Service unavailable 12 hours <18 hours:     | ➤ 18 hours credit                              |
| ➤ Service unavailable 18 hours <24 hours:     | ➤ 24 hours credit                              |
| ➤ Service unavailable for more than 24 hours: | ➤ Credit equal to number of unavailable hours. |

A credit will be given only for those outages that were reported to NetFortris at the time of the outage. An outage is measured from the time it is reported to the time it is resolved.

## **C. NETWORK LATENCY GUARANTEE**

The NetFortris Network carries packets with an average Network Latency over a one month period of less than 75 milliseconds. NetFortris monitors aggregate latency within the NetFortris Network by monitoring round-trip times between a sample of backbone Hubs on an ongoing basis. "Network Latency" or "round trip time") is defined as the average time taken for an IP packet to make a round trip between backbone Hubs on the NetFortris Network.

After being notified by Customer of Network Latency in excess of 75 milliseconds, NetFortris will use commercially reasonable efforts to determine the source of such excess Network Latency and to correct such problems to the extent that the source of the problem is on the NetFortris Network.

If NetFortris fails to remedy such Network Latency with two (2) hours of being notified of any excess Network Latency and average Network Latency for preceding 30 days has exceeded 75 milliseconds, NetFortris will issue a Service Credit to Customer's Account for the period from the time of notification by the Customer until the average Network Latency for the preceding 30 days is less than 75 milliseconds.

## **D. PACKET DELIVERY GUARANTEE**

The NetFortris Network has an average monthly Packet Loss of 0.1% (or successful delivery of 99.9% of packets.) NetFortris monitors aggregate packet loss within the NetFortris Network on an ongoing basis and compiles the collected data into a monthly average packet loss measurement for the NetFortris Network. "Packet Loss" is defined as the percentage of packets that are dropped within the NetFortris Network.

After being notified by the Customer of Packet Loss in excess of 0.1% will use commercially reasonable efforts to determine the source of such excess Packet Loss and to correct such problem to the extent that the source of the problem is on the NetFortris Network.

If NetFortris fails to remedy such excess Packet Loss within two (2) hours of being notified of any Excess Packet Loss on the NetFortris Network and average Packet Loss for the preceding 30 days exceeds 0.1%, NetFortris will issue a Service Credit to Customer's account for the period from the time of notification by the Customer until the average Packet Loss for the preceding 30 days is less than 0.1%.

### **3. DEFINITIONS**

**"Force Majeure"** means acts beyond the reasonable control of NetFortris, including, but not limited to, acts of God, fire, explosion, vandalism, cable cut, problems within RBOC or ILEC networks, flood, storm, or other similar catastrophe; any law, order, regulation, direction, action or request of the United States government, including state and local governments having jurisdiction over either of the parties, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority, national emergencies, insurrections, riots, terrorist actions, wars, difficulty obtaining access to facilities, supplier failure, shortages, breaches or delays, or strikes, lock outs, or work stoppages.

**"NetFortris Network"** means the telecommunications/data communications network and network components owned, operated or control by NetFortris, including NetFortris's national fiber backbone, its metropolitan fiber networks, and the NetFortris owned equipment connected to such fiber. Where NetFortris provides service to a building through its own facilities, the NetFortris Network includes those facilities. The NetFortris Network does not include customer premises equipment or any networks or network equipment not operated and controlled by NetFortris.

**"Network Unavailability"** consists of the number of minutes that the NetFortris Network was not available to Customer and includes the number of minutes that the NetFortris Network was unavailable associated with any non-Scheduled Maintenance to the NetFortris Network. Network Unavailability will not include Scheduled Maintenance, or any unavailability resulting from: (a) problems with or maintenance on Customer's applications, equipment or facilities; (b) acts or omissions of Customer or an authorized user; (c) unavailability caused by companies other than NetFortris; or (d) Force Majeure.

**"Scheduled Maintenance"** shall mean any maintenance of the NetFortris Network (or portion thereof) to which Customer's router that is connected that is performed during a standard maintenance window from 1:00 am to 7:00 am (local time of the NetFortris Hub to which Customer's circuit is connected). Customers will be notified via Email two (2) business days in advance of any scheduled maintenance that is likely to affect service. In most cases, maintenance performed will not take the full configuration window; however, NetFortris will inform Customer as to anticipated duration in the maintenance notification E-mail.

**"Service Credit"** means:

- One (1) hour Service Credit: 1/720th of Customer's Monthly Recurring Charges
- One (1) day Service Credit: 1/30th of Customer's Monthly Recurring Charges
- One (1) week Service Credit: 7/30th of Customer's Monthly Recurring Charges.
- One (1) month Service Credit: Full amount of Customer's Monthly Recurring Charges.

If NetFortris approves a claim for Service Credit for failure to comply with the Installation Guarantee, "Service Credit" shall mean NetFortris's charge for Customer's first full month of service, not including installation or other start-up fees.

### **4. SERVICE CREDIT CLAIM PROCESS**

In order to initiate a claim for Service Credit, Customer must contact NetFortris's customer service group within seven (7) business days after the end of the month for which credit is requested. The Service Credit request must provide: (a) the Customer name and contact information, (b) the date and beginning/end time of the claimed outage or failed metric, and (c) a brief description of the characteristics of the claimed outage or failed metric.

Customer will be notified via email upon resolution of the request. If rejected, the notification will specify the basis for rejection. If approved, NetFortris will issue Service Credit to Customer's account, appearing on the next invoice issued. Multiple Service credits will not be given for the same period of time, i.e. failure to meet multiple criteria during a period of time generates only a single Service Credit. The total number of Service Credits for problems occurring in a month may not exceed the Monthly Recurring charge actually paid by Customer for service during that month. Service Credits will be credited against a Customer's monthly payment for Monthly Recurring Charges and may not be received in the form of a refund.

The Guarantees and Service Credits provided for in this Service Level Agreement assume compliance by Customer with the terms and conditions of its agreement with NetFortris, and the failure of Customer to comply with those terms and conditions may invalidate NetFortris's guarantees herein. No credit is available for a Customer (a) that is blocking NetFortris from monitoring customer's premises router; (b) that does not provide the necessary access to personnel and facilities at the customer's premises to enable NetFortris to perform comprehensive troubleshooting; or (c) whose account is not in good financial standing with NetFortris.

NetFortris is not liable for failure to fulfill its obligations hereunder if such failure is due to Customer's use of bandwidth in excess of the amount specified in Customer's service agreement with NetFortris, Customer's tampering with any equipment, or acts beyond NetFortris's reasonable control, such as Force Majeure.