



# Service Level Agreement

## Fiber Optic Internet Service

SenaWave is committed to providing a high quality of IP network service for our Customers. In the event the SenaWave IP Network cannot meet the thresholds for network availability, latency, and packet loss as described in the following paragraphs, Customer may be entitled to service credits as set forth below.

### **Network Definition**

This Service Level Agreement (“SLA”) includes the Customer’s access port (the port on the SenaWave aggregation router upon which the Customer’s circuit terminates) and the SenaWave owned and controlled IP backbone network (routers and circuits including any transit connections) (“SenaWave IP Network”). This SLA does not include networks owned and/or controlled by other carriers; local access circuit (e.g. local loop); Customer premise equipment (router or CPE); Customer’s local area network (LAN); interconnections to or from and connectivity within other Internet Service Provider (ISP) networks; scheduled maintenance and emergency maintenance; any act or omission by Customer, its officers, directors, employees, subcontractors, agents, or any other entity under Customer’s control; and/or any circumstance beyond SenaWave’s reasonable control including Internet attacks (denial of service, virus and worm activity, etc.) or force majeure event as defined in the Services Agreement.

### **Network Availability Guarantee 99.99%**

The SenaWave IP Network, as defined above, is guaranteed to be available and capable of forwarding IP packets 99.99% of the time, as averaged over a calendar month. If the SenaWave IP Network availability guarantee is not met in a calendar month, the Customer may receive a service credit of 1/30th of the monthly recurring charge (“MRC”) for that calendar month for each full hour of outage. Limits on the service credit amount and reporting procedures are detailed below.

### **Latency Guarantee 60 Milliseconds**

The SenaWave IP Network is guaranteed to have an average round trip packet transit time within the SenaWave IP Network over a calendar month of 60 ms or less. The average latency is measured as the average of 15-minute samples across the SenaWave IP Network taken throughout the month. If the Latency Guarantee is not met in a calendar month, the Customer may receive a service credit of

1/30th of the MRC for the month for each full 1 ms above the 60 ms average maximum guaranteed under this SLA. Limits on the service credit amount and reporting procedures are detailed below.

**Packet Loss < = 1%**

The SenaWave IP Network is guaranteed to have a maximum average packet loss of 1 percent or less during any calendar month. If the Packet Loss guarantee is not met in a calendar month, the Customer may receive a service credit of 1/30th of the MRC for that month for each full 1 percent of packet loss above the 1 percent average maximum guaranteed under this SLA. Limits on the service credit and reporting procedures are detailed below.

**SLA Reporting Procedures**

Customer must open a trouble ticket with SenaWave's customer care when Customer believes a service outage has occurred in order to have the network unavailability eligible for consideration for a service credit. Customer must initiate a trouble ticket by voice contact. Upon notification from Customer, SenaWave will open a trouble ticket, test the affected service and attempt to isolate the problem. SenaWave's records and data will be the sole basis for all service credit calculations and determinations. Customer will not be entitled to any service credits for service unavailability unless Customer has opened a trouble ticket and requested the service credit within one (1) week of the service unavailability.

**Service Credit Limits**

The provisions of this SLA state Customer's sole and exclusive remedy for Service interruptions or Service deficiencies of any kind whatsoever. Upon Customer's request and if duly approved by SenaWave, the service credit will be in an amount equal to the pro-rated amount of one (1) day of MRC for the Service affected only (i.e. Dedicated Internet Access). Customer is entitled to one (1) day

MRC credit per incident and one (1) incident service credit per day. Customer's total service credit(s) in any one month will not exceed the equivalent of 50 percent of the relevant MRCs for the affected service for that month. Cumulative service credits in any one-month must exceed \$25.00 to be processed. If a Customer fails to notify SenaWave in the manner set forth herein with respect to the applicable service credits, Customer will have waived its right to such service credits for that month. The service credits will apply to the MRCs of the affected service and do not apply to MRCs of other services. To be eligible for service credits, the Customer must be in good standing with SenaWave and current in all of its obligations.