

Service Level Agreement (SLA) for IP Internet Service  
SNAPPY INTERNET & TELECOM (SI&T)

**OVERVIEW:** Snappy Internet & Telecom (“SI&T”) is committed to providing reliable, high-quality Internet services (“Service”) on its Internet Protocol (IP) network. SI&T offers eligible customers the following availability and performance commitments for this Service. Except, as expressly set forth in this Service Level Agreement (“SLA”), SI&T makes no claims or warranties regarding the availability or performance of the Service.

**DEFINITIONS:**

*Business Day:* Every day excluding Saturdays and Sunday and national holidays in USA.

*Date of Order:* Date of acceptance by SI&T of valid customer-signed order form with accompanying requisite prepayments.

*Emergency Maintenance:* Any maintenance of the SI&T network which requires immediate action without prior notification in order to preserve the integrity of the SI&T network or the Service.

*Monthly Recurring Charge (MRC):* The fixed, recurring charge invoiced by SI&T to Customer on a monthly basis, exclusive of any variable charges based upon customer usage or any one-time charges.

*On-Net:* Refers to services provided by facilities, equipment and services under the exclusive control of SI&T.

*Off-Net:* Refers to services that may be provided in whole or in part using facilities, equipment and services from other carriers.

*Scheduled Maintenance:* Any maintenance of the SI&T network that may affect the Service and is performed after Customer has been notified by email at least two (2) business days in advance.

*Service Credit:* One (1) day Service Credit = 1/30<sup>th</sup> of Customer’s Monthly Recurring Charge; One (1) hour Service Credit = 1/24<sup>th</sup> of a One (1) day Service Credit.

*Service Order Form:* A valid written agreement between Customer and SI&T for the Service.

*Transport service:* A physical or virtual connection that provides Layer 2 transport for a Customer’s electronic traffic, such transport does not include Internet access.

*Trouble Ticket:* An email correspondence (“ticket”) created by SI&T’s ticketing system with auto-assigned ticket number in response to a Customer’s email request to support@snappytelecom.net.

**INSTALLATION:** Service installation will happen within 30 business days of the Date of Order for On-Net service or within 30 business days of the completion date of the Off-Net portion of the Service.

Installations exceeding this target are eligible for a credit of 50% of the one-time installation charge for the affected circuit. Credits must requested in writing within seven (7) calendar days of the installation date.

**SERVICE AVAILABILITY:** 99.99% availability each calendar month.

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For each cumulative hour of service unavailability in excess of the limit above in any calendar month, SI&T will issue one (1) hour Service Credit. Additional service unavailability events measuring less than one (1) hour will result in a proportional Service Credit. (Example: 2 hours, 30 minutes of network unavailability in excess of the limit above will result in 2.50 hours Service Credit). By definition, a circuit is experiencing service unavailability if no traffic is exchanged on the circuit, or if SI&T is unable to ping the gateway router. Outage hours are based on the time a customer Trouble Ticket is created, as indicated by the time stamp on the Trouble Ticket. Any single outage with duration less than fifteen (15) minutes will not count towards the cumulative hour calculation.

**NETWORK PACKET LOSS:** The packet loss across the transport circuit on SI&T's network is  $\leq 0.1\%$  (one packet in one thousand), averaged on a monthly basis.

After being notified by Customer of packet loss in excess of the limit specified above, SI&T 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 SI&T's Network. If SI&T fails to remedy such packet loss within four (4) hours of verification and if the average packet loss for the preceding 30 days has exceeded the rates specified above, Customer may request a one (1) day Service Credit for that particular event. Customer may not request packet loss service credit more than once for any given calendar day. Packet Loss is defined as the percentage of packets that are dropped across the transport circuit. Test points for packet loss are designated solely by SI&T. Testing must be done during a period in which the only traffic on the circuit is the test traffic. Packet loss is not measured when a circuit is experiencing a service outage. Packet loss within the network caused by congestion of the customer's access link or by traffic demand in excess of the customer's committed data rate will not give rise to any service credits. In the case of continuous high packet loss exceeding the limits of this SLA, SI&T reserves the right to recommend the disconnection of the affected circuit without penalty of breach.

**NETWORK LATENCY:** The network latency will average less than 25 ms per element averaged across all elements on the local portion of SI&T's network.

After being notified by Customer of network latency in excess of the limit specified above, SI&T will use commercially reasonable efforts to determine the source of such excess network latency and to correct such problem to the extent that the source of the problem is on SI&T's Network. If SI&T fails to remedy such network latency within four (4) hours of verification and if the average network latency for the preceding 30 days has exceeded the rates specified above, Customer may request a one (1) day Service Credit for that particular event. Customer may not request network latency service credit more than once for any given calendar day. Network Latency across an element is defined as the average time taken for data to make a round trip across such element. Elements in the transport circuit include routers, switches, circuits and other components. Test points for latency are designated solely by SI&T. Testing must be done during a period in which the only traffic on the circuit is the test traffic. Average latency is not measured when a circuit is experiencing a service outage. In the case of continuous high latency exceeding the limits of this SLA, SI&T reserves the right to recommend the disconnection of the affected circuit without penalty of breach.

**RESPONSE TIME:** 2 hours. SI&T shall monitor the Service, 24 hours a day, 365 days per year. You can expect an initial response within two hours of a logged service interruption call. The customer is solely responsible for providing SI&T accurate and current contact information for Customer's designated points of contact.

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**THIRD PARTY INTERCONNECTS:** Where the whole or any part of any Service is provided by means of a third party system, SI&T shall, to the extent that it is able to do so, pass on the benefit of any service levels to which it is entitled from that provider of that third party system but shall not otherwise be liable to meet the service levels set out in this SLA in respect of that Service (or the relevant part thereof). Multiple Service Credits will not be given for multiple SLAs, i.e., failure to meet a criteria during a period of time generates only a single Service Credit under a single SLA.

**CREDIT PROCEDURE:** All credits must be requested in writing by Customer email request to billing@snappytelecom.net within seven (7) days of the performance breach or deemed waived. This email request must provide: customer name and contact information; a brief description of the claimed outage or failed metric; the date and beginning/end time of the claimed outage or failed metric; and references to any corresponding Trouble Ticket(s). Customer will be notified via email upon resolution of the request. If rejected, the notification will specify the basis for the rejection. If approved, SI&T will issue Service Credit to Customer's account, appearing on the next invoice issued. Any claim for a credit must comply with the requirements set forth in this Service Level Agreement. It is the Customer's responsibility to verify that any emails sent to SI&T have been received by SI&T's email ticketing system by verifying the auto-reply email with assigned ticket number. Only outages for which the Customer has opened a trouble ticket via email to SI&T's Support Center will be taken into consideration.

**GENERAL:** Customer's exclusive remedy for performance breach is repair of service and service credits against a Customer's monthly payment for Monthly Recurring Charges and may not be received in the form of a refund. All monies owed SI&T and not in dispute must be paid in full before a credit is applied. All credits will be calculated solely by SI&T and will be based on a thirty (30) day month and a twenty four (24) hour day for the affected service. 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 amount of all Service Credits issued pursuant to this SLA in any given month may not exceed the total Monthly Recurring Charge actually paid by Customer for Service during that month. Credits are not available for performance lapse i) when scheduled or emergency maintenance is performed; or ii) when attributed to Customer's delay in responding to SI&T's requests for assistance to repair an outage; or, iii) when service is suspended in accordance with the Service Order Form or Service Agreement. In no case will PING or other tests performed by Customer be recognized by SI&T as a valid, measurable criterion for the purposes of establishing a service credit hereunder. In no case shall credits be issued when SI&T determines, in its reasonable commercial judgment, that the delay, outage or failure was not due to SI&T's facilities, equipment or personnel. SI&T will not be responsible for delays, outages or failures due to any situation or event beyond SI&T's direct control, including but not limited to Force Majeure; windstorm; flood; interruption of power or other utilities; acts of war; terrorism; accidents; any type of DDoS attack perpetrated to Customer and/or SI&T from any direction; acts or omissions by the customer or defects in equipment owned or maintained by the customer. This SLA may be modified by SI&T at its sole discretion and the governing SLA for any circuit shall be that in effect upon the Date of Order.

END OF SLA