



# Ruralnetwireless

## Service Level Agreement

### **Dedicated Internet Access and Combined Services Service Level Agreement (SLA.)**

RURALNET WIRELESS Dedicated Internet Access (DIA), and Combined Services are backed by specific service level guarantees. If these guarantees are not met, the credit set forth below will be issued if requested by the customer and verified by RURALNET WIRELESS, following the procedures outlined below. The total of all credits provided under this SLA are limited to the monthly recurring charges for the affected DIA or Combined Services for the affected month of service.

### **Network Availability Guarantee - 99%**

RURALNET WIRELESS' IP Network, as defined in this section, is guaranteed to be available and capable of forwarding IP packets 99.9% of the time, as averaged over a calendar month. The IP network includes the customer's access port (the port on the RURALNET WIRELESS aggregation router upon which the customer's circuit terminates) and RURALNET WIRELESS' IP backbone network. RURALNET WIRELESS' IP backbone network includes RURALNET WIRELESS owned and controlled routers and circuits plus connectivity provided to RURALNET WIRELESS by the various ISPs from whom RURALNET WIRELESS may purchase IP transit directly over facilities the ISPs own and control.

The RURALNET WIRELESS Network Availability guarantee does not include the local access circuit (e.g. local loop) or Customer Premises Equipment ("CPE") unless those services are provided by RURALNET WIRELESS. The RURALNET WIRELESS Network Availability guarantee does not include the Customer's Local Area Network (LAN), scheduled maintenance events, customer caused outages or disruptions, interconnections to or from and connectivity within other Internet Service Provider (ISP) networks, and force majeure events (as defined in the relevant service contract).

If the Network Availability guarantee is not met in a calendar month, the customer may request a credit of 1/30th of the monthly recurring charge (MRC) for that month for each full hour of outage in excess of the .1% guaranteed under this SLA. Limits on the credit and the reporting procedures are detailed below.

### **Latency Guarantee (180 Milliseconds)**

RURALNET WIRELESS's IP backbone network (as defined in the previous section) is guaranteed to have an average round trip packet transit time over a calendar month of 180ms or less. The average latency is measured as the average of 15-minute samples across RURALNET WIRELESS' IP backbone network taken throughout the month.

The RURALNET WIRELESS Latency guarantee does not include the local access circuit (e.g. local loop) or Customer Premises Equipment ("CPE") unless those services are provided by RURALNET WIRELESS. The RURALNET WIRELESS Latency guarantee does not include the Customer's Local Area Network (LAN), scheduled maintenance events, customer caused outages or disruptions, interconnections to or from and connectivity within other Internet Service Provider (ISP) networks, and force majeure events (as defined in the relevant service contract).

If the Latency guarantee is not met in a calendar month, the customer may request a credit of 1/30th of the monthly recurring charge (MRC) for that month for each full 3ms above the 180ms average maximum guaranteed under this SLA. Limits on the credit and the reporting procedures are detailed below.

### **Refunds**

All cancelled services will be cancelled as of the last day of the current invoiced coverage period. For example if your coverage period is March 15th – April 15th and you cancel on April 1st your effective cancellation date will be April 15th. This is for all monthly and quarterly accounts.

Refunds will be issued on Semi-Annual or Annual service if termination is requested within the first month of service for a refund. Customer requesting termination after the first month of the coverage period will not receive a refund. A twenty dollar (\$20 US) cancellation fee will be charged to all refunds. If after the twenty dollar fee, the refund will fall below zero dollars, no refund will be issued.

Services cancelled and not used within the first seven days of a coverage period will be cancelled as of the beginning of the coverage period.

All past due accounts are subject to restriction once they are seven days past the due date. Accounts that are restricted or past due for more than 30 days are subject to a \$25 reconnection fee.

### **Credit Limits and Reporting Procedures**

To receive credits, the customer must contact RURALNET WIRELESS customer service within 2 business days of the occurrence by sending an e-mail to: [sla@ruralnetwireless.com](mailto:sla@ruralnetwireless.com). This e-mail must contain documentation supporting the claim of an SLA violation such as PING and/or traceroute output taken at the time of the occurrence which demonstrates the problem(s) being reported.

RURALNET WIRELESS will take all measures it deems appropriate to investigate reported outages. Determination of credits due pursuant to this SLA will be made solely by RURALNET WIRELESS. Total credits under this SLA are limited to the monthly recurring charge for the affected DIA service or Combined Service for the month in which the service does not meet the guarantees.