



# Service Level Agreement

The following chart outlines the Guarantees and Objectives of your WiBand Communications (“WiBand”) Service Level Agreement (“SLA”). Please note that the SLA is subject to the Terms and Conditions as noted herein.

<b>Service Level Agreement</b>	
Minimum Connection Availability Guarantee:	<b>99.9%</b>
Latency Objective:	<b>60 MILLISECONDS</b>
Packet Loss Objective:	<b>LESS THAN 1%</b>
Mean-Time-to Repair Objective:	<b>4 HOURS OR LESS</b>
<b>Service Level Rebates</b>	
< 45 Minute Outage:	<b>0% CREDIT</b>
> 45 Minute Outage:	<b>5% CREDIT FOR EACH 45 MINUTES</b>

## **Service Level Agreement (SLA) Terms and Conditions**

- **MINIMUM CONNECTION AVAILABILITY**, as it relates to the 99.9% Minimum Connection Availability Guarantee and applicable Service Level Rebate is defined as “customer reported no access to the Internet” and excludes scheduled outages and outages related to customer responsibilities as defined in this Service Agreement. Any outages beyond WiBand's network are not applicable for Service Level Rebates. “Acts of God” &/or “Force Majeure” such as a direct, violent or sudden act of nature that could not have been foreseen nor prevented may be excluded from the Service Level Agreement.
- **NETWORK LATENCY**, as it relates to the 60 millisecond Latency Objective is defined as the roundtrip time from the gateway router (hub site) to WiBand’s local core router (POP) averaged over one (1) month.
- **PACKET LOSS**, as it relates to the “less than” one (1) percent (%) Packet Loss Objective is measured from the customer demarcation point to WiBand’s gateway (or secondary site where applicable) on the WiBand Communications network averaged over one (1) month.
- **MEAN-TIME-TO-REPAIR**, as it relates to the Mean-Time-to-Repair Objective is measured from the time the incident is reported by the Customer to the WiBand Communications Network Operating Centre (“NOC”).

### **NETWORK OPERATIONS CENTRE:**

1-866-469-4226



# Service Level Agreement

## **Service Level Agreement (SLA) Terms and Conditions (Continued)**

- If the Latency, Packet Loss and/or Mean-Time-To-Repair Objectives degrade below the illustrated metrics it may be considered a breach of the “Minimum Connection Availability Guarantee” as defined above.
- Should WiBand Communications Staff, upon arriving at the Customer premise to restore or repair connectivity determine the issue in question to be a result of equipment within the Customer’s area responsibility (i.e. beyond the WiBand demarcation point), WiBand may, at its own discretion bill the Customer the hourly service rate of \$125.00 per hour.
- Should WiBand fail to meet the “Service Level Agreement” for three (3) consecutive months the Customer may terminate this Service Agreement prior to the expiry of the term noted on page one (1) of this Service Agreement provided notification is given in writing within thirty (30) days of the non-compliance.
- Service Level Rebates are non-cumulative, are site and incident specific and cannot exceed 100% of the monthly service charge.
- In order for an incident to be eligible for a Service Level Rebate, the incident must be reported to the WiBand Communications Network Operating Centre (1-866-469-4226) at the time of its occurrence.
- In order to receive a Service Level Rebate for an incident a claim must be made to WiBand Communications in writing within thirty (30) days of its occurrence. Any claim made more than thirty (30) days from the date on which the incident occurred will not qualify for a Service Level Rebate(s).
- In order to be eligible for Service Level Rebates, the Customer account must be current.
- WiBand requires safe access to the WiBand Base Site and Customer Premise in order to address service issues. Should WiBand be unable to gain the above noted safe access due to highway closure, perilous wind/cold conditions or other calamitous environmental conditions, Service Level Rebate calculations will be based upon the actual time of safe access availability rather than time the outage is reported to the Network Operating Centre.