

# Dedicated Internet Access (DIA) Service Level Agreement (SLA)

This SLA describes the standards, rights and remedies regarding the performance of Sycure Corp's, dba Columbia Basin Information Technology (CBIT), Dedicated Internet Access Service that is provisioned as defined in the Service order. This SLA only applies to customers who have a term of contract of no less than one (1) year or any extensions thereof.

## 1. Definitions

- A. CBIT IP Network (Network) – This Service Level Agreement (“SLA”) includes Customer’s access port (the port on the CBIT aggregation router or CPE device upon which Customer’s Service terminates) and the CBIT owned and controlled IP backbone network (routers and Services including any transit connections) (“CBIT IP Network”). This SLA does not include networks owned and/or controlled by other carriers; local access Service (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.
- B. Service Outage – is defined as a period time during which Customer demarcation UNI port (Ethernet hand-off) is unable to send or receive Internet traffic.
- C. Network Availability – is defined as the time during a calendar month that the Service is available to Customer.

## 2. CBIT IP Network Service Level Agreement

- A. A Service Outage begins when CBIT is notified of the failure. A Service Outage ends when the Service is restored as verified by CBIT’s monitoring systems.
- B. Network Availability (Availability) – 99.99%
  - a. Network availability is defined as the time during a calendar month that the Service is available to Customer.
  - b. CBIT guarantees within the rights and limits of this Service Level Agreement that the Network will be available to Customer 99.99% percent of the time.

### 3. Credit Limits

- A. All Customer credits are based on a monthly billing cycle. Credits for network noncompliance will be credited to Customer's account within two (2) billing cycles. Credits are exclusive of any applicable taxes charged to Customer or collected by CBIT.
- B. 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 CBIT, the Service credit will be in an amount equal to a maximum of 50% of the Monthly Recurring Cost (MRC) for each individual Service outage. Customer's total Service credit(s) in any one month will not exceed the equivalent of 100% 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 CBIT 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 MRC of the affected Service and do not apply to MRC of other Services. To be eligible for Service credits, Customer must be in good standing with CBIT and current in all of its obligations.
- C. In the event that CBIT is unable to satisfy the Network Service Standards and Performance Guarantees as defined in the SLA the following credits will apply:

<b>Service Outage Length/Month</b>	<b>Credit per Service</b>
5 minutes or less	None
Between 5 minutes and 2 hours	5% of the MRC of the Service
Each hour above 2 hours	An additional 5% of the MRC of the Service, capped at 50% of the MRC for any single Service outage within a calendar month.

#### **4. SLA Reporting Procedure**

- A. Customer must open a trouble ticket with CBIT's Network Operations Center (NOC) 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 to CBIT's Network Operations Center (NOC) voice number at 866.662.6380. Upon notification from Customer, CBIT will open a trouble ticket, test the affected Service and attempt to isolate the problem. CBIT's records and data will be the sole basis for all Service credit calculations and determinations.
- B. 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 requests may be initiated by calling the CBIT at 888-970-3784, or emailing the CBIT info@columbiabasinit.com

#### **5. Service Level Exemptions**

- A. The Minimum Service Levels set forth above do not include periods of Service interruption or issues caused in whole or in part by 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 CBIT's reasonable control including Internet attacks (denial of Service, virus and work activity, etc.); force majeure events; Customer power failures; the failure or malfunction of Customer's equipment, network or systems; circumstances or causes beyond the control of CBIT or its agents; during any period in which CBIT is not given access to the Service premises; planned Service outage, an unscheduled emergency maintenance; scheduled maintenance; force majeure events; delays caused by a lack of Customer support; or an installed Service that has not been accepted by Customer.
- B. In the event that there are conflicts between items listed in 5A and a Customer executed Master Service Agreement (MSA) the MSA shall prevail.
- C. In addition to any applicable credits set forth above, Customer may terminate and discontinue affected Service prior to the end of the Service Term without payment of any applicable termination charge if any Service fails to meet Service Levels for three (3) months during any six (6) consecutive month period.

#### **6. MAINTENANCE NOTIFICATIONS**

- A. Maintenance Change Type
  - 1. Maintenance is work that must be performed for the Network and Services to continue operating effectively.

2. Routine Maintenance is that which is required to maintain the Services on an ongoing basis but will not cause any immediate network issues if not remedied. Routine Maintenance will occur between the hours of 11 pm and 6 am seven days a week or as agreed to by parties and notice of Standard Maintenance must be provided to Customer at least ten (10) business days prior to the Maintenance.
3. Emergency Maintenance is maintenance required to correct a network condition that will otherwise lead to an immediate loss of customer Service or is the proactive mitigation of potential trouble or a significant security threat. Notice of Emergency Maintenance will be provided to Customer as soon as reasonably practicable.

#### B. Minimal Network Disruption

1. CBIT will notify Customer or Customer's Network Operations Center if available at the start of and completion for any routine maintenance. CBIT will notify the customer as soon as possible for an emergency maintenance. CBIT agrees to minimize the amount of downtime required and shall minimize any effects of any downtime to Customer and/or its end users. Any equipment used and/or installed in connection with maintenance shall in no way pose compatibility problems or otherwise interfere with the functioning of Customer's network operations. CBIT shall be relieved of its obligation to meet the Minimum Service Levels during any maintenance period.

### **7. System Restoration**

- A. CBIT and Customer will cooperate in the isolation of Service level issues and to resolve performance deficiencies.
- B. Customer shall provide necessary access to all CBIT equipment locations.
- C. CBIT shall perform all restoration and repair functions on its system and facilities twenty-four (24) hours per day, seven (7) days per week and three hundred sixty-five (365) days a year, subject to any applicable access requirements and the collocation license agreements between the Parties.
- D. Maintenance and repair of CBIT's network will be performed so as to meet the specifications set out in this Agreement.
- E. In the event of Service Outage CBIT will make every effort to restore Customer's Service within four (4) hours after the outage begins.
- F. CBIT will provide a Reason for Outage (RFO) report to Customer within two (2) business days after outage with details of the incident and corrective measures taken.

### **8. ESCALATION LISTS**

- A. Escalation Lists CBIT will provide Customer with a complete list of names with the associated telephone numbers email addresses for escalation and provide updates as needed.

B. CBIT requests that Customer provide a complete list of escalation names, numbers and emails and provide updates as needed.