



NetWolves Fixed Wireless Service Level Agreement

This Service Level Agreement (“SLA”) sets forth the provisions and commitments relating to Service quality to be provided by NetWolves to Customer.

1. General Standard. NetWolves will, at a minimum, use reasonable efforts under the circumstances to maintain its overall network quality and the Services provided to Customer. The quality of the Services provided hereunder shall, at a minimum, meet industry standards, government regulations and sound business practices.

2. Interruptions in Service. Subject to the provisions of Section 6 of this SLA, interruptions in Service will be credited to Customer as set forth below for the part of the Service that the interruption affects.

3. Credit for Interruptions. An interruption period begins when Customer reports a Service, facility or circuit that has been interrupted by opening a trouble ticket and making such Service, facility or circuit available for testing and repair. A trouble ticket can be opened by email or by telephone. An interruption period ends when the Service, facility or circuit is once again operative. If Customer reports a Service, facility or circuit to be inoperative but declines to make it available for testing and repair, the Service, facility or circuit shall be considered to be impaired, but not interrupted and Customer shall not be entitled to receive a credit allowance.

a) For calculating credit allowances, every month shall be considered to have thirty (30) days. A credit allowance shall be applied on a pro rata basis against the monthly recurring charges for the affected Service and shall be determined based upon the length of the interruption. Only those Services and facilities on the interrupted portion of the circuit will receive a credit. No credit allowance will be given on usage sensitive portions of the Service.

b) A credit allowance against future charges will be given for interruptions of sixty (60) minutes or more, upon the request of the Customer, which must be submitted to care@netwolves.com no later than thirty (30) business days after the occurrence of the interruption to the NetWolves customer support center. Credit allowances will be calculated as follows:

i) If the interruption continues for less than twenty-four (24) hours, Customer shall be given a credit allowance for 1/30th of the monthly recurring charge for the first interruption in a given billing period.

ii) Customer shall be given a credit allowance for the actual time of the interruption, rounded up to the next hour, for any subsequent interruptions in the same billing period.

iii) Two or more interruptions of sixty (60) minutes or more during any twenty-four (24) hour period shall result in a credit allowance of the greater of 1/30th of the monthly recurring charge or the actual time of interruption.

4. Maximum Credit. In no event may the credit allowances provided for hereunder (either individually or on a cumulative basis) in any billing period exceed the total monthly recurring charges for that period, for the interrupted Services and or facilities furnished by NetWolves. NetWolves shall issue only one credit for the same incident in the same month, regardless of

how many of the parameters in Section 2 above were affected. Unless the interruption was the result of the willful misconduct of NetWolves, the credit allowances set forth in this SLA shall be NetWolves' sole liability and Customer's sole remedy in the event of any interruption. Under no circumstances shall an interruption be deemed a breach of the Customer Service Agreement between Customer and NetWolves.

5. "Interruption" Defined. For the purpose of this SLA, the word "interruption" (whether capitalized or not) shall mean a complete loss of Service resulting in the inability to access the Internet via NetWolves' circuit or connection due to equipment malfunction or human errors for a continuous period of at least sixty (60) minutes. "Interruption" does not include and no allowance shall be given for Service difficulties such as slow speeds, latency or other network and/or switching capacity shortages. Notwithstanding the foregoing, if Service difficulties such as slow speeds, latency or other network and/or switching capacity problems exist for at least five (5) days during any two consecutive billing periods, Customer shall have the right to terminate Customer Service Agreement without penalty. No allowance shall be made for interruptions due to electric power or other common utility failure.

6. Limitations on Credit Allowances. No credit allowance will be made for:

- a) Interruptions arising from acts or omissions of, or non-compliance with the provisions of the Customer Service Agreement or any schedule thereto (including without limitation this SLA, the Service Product Specific Terms and Conditions or applicable Acceptable Use Policy) by Customer or any authorized user, or any interruptions due to any party other than NetWolves or for events happening on any other party's network, including but not limited to data service providers or other common carriers connected to, or providing service connected to, the service of NetWolves or NetWolves' facilities. Notwithstanding the foregoing, NetWolves shall use all reasonable efforts to remedy the interruption as soon as is reasonably possible;
- b) Interruptions due to the failure or malfunction of non-NetWolves provided equipment, including service connected to Customer-provided electric power or other common utilities;
- c) Interruptions of Service during any period in which NetWolves or its agents and suppliers is not given full and free access to its facilities and equipment, through no fault of NetWolves, for the purpose of investigating and correcting interruptions;
- d) Interruptions of Service during any scheduled maintenance period or when Customer has released Service to NetWolves for maintenance purposes or for implementation of a Customer order for a change in Service arrangements;
- e) Interruptions of Service due to force majeure events beyond the reasonable control of NetWolves.
- f) Customer must be current in all of its NetWolves invoice payments to be eligible for any credits and may not withhold payments based on SLA Service Credit requests. NetWolves may, at its reasonable discretion and without notice, limit or eliminate Customer's eligibility and ability to submit SLA credit requests if Customer fails to pay the undisputed portion of any NetWolves invoice, or in NetWolves' sole determination, NetWolves determines that Customer has:
- g) Failed on one or more occasions to comply with the Service Credit request policies and requirements described herein; submitted an excessive number of rejected SLA

Service Credit requests; or used or attempted to use the SLA Service Credit process in a frivolous, abusive or fraudulent manner.

- h) NetWolves will restore Customer's ability to submit SLA Service Credit requests once Customer has paid all amounts owed NetWolves (in case of failure to pay outstanding invoices), or in all other cases, provides to NetWolves assurances sufficient for NetWolves to determine Customer has cured the conduct that initiated Customer's ineligibility to participate in the SLA.

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Data Services Parameters

Schedule A

1. Scope. This Schedule A to the SLA provides customers subscribing to NetWolves Fixed Wireless Data Service (“Data Service”) with certain rights and remedies regarding the performance of the NetWolves Fixed Wireless Data Network (“Data Network”). The Data Network is defined as the NetWolves operated Data Protocol (IP) routing infrastructure consisting of Network to Network interfaces and selected NetWolves points of presence (“POPs”) and the connections between them in the United States and Canada. The Data Network does not include (i) Customer premise equipment; (ii) any local loop or access facilities connecting Customer’s premise to the NetWolves POP; (iii) connections between the Data Network and other data service providers, or (iv) other data service provider networks. The terms of this Schedule A will take effect upon Customer’s use of the Data Services.

2. SLA Parameters.

a. Network Availability Guarantee and Remedy

(i) The Data Network shall be available to Customer free of Network Outages ninety-nine and 99/100 percent (99.99%) of the time, excluding scheduled maintenance efforts. A “Network Outage” is an instance in which Customer is unable to transmit and receive IP packets due to a Data Network outage for more than sixty (60) consecutive minutes.

(ii) Customer shall be eligible for a credit allowance for Network Outages occurring during any calendar month that are reported by Customer to NetWolves (per the procedures set forth in the SLA) and confirmed by NetWolves’ measurements of the Data Network. For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the base monthly recurring charges (“MRCs”) for the affected service and is dependent upon the length of the Network Outage measured from the time that NetWolves receives notice from Customer of actual circuit unavailability (established by a Trouble Ticket) until restoration of the affected circuit by NetWolves. Only those Services and facilities on the interrupted portion of the circuit will receive a credit.

b. Latency Guaranty and Remedy

(i) The Data Network Average Round-Trip Latency shall be fifty (50) milliseconds or less. “Average Round-Trip Latency,” with respect to a given month, means the average time required for round-trip packet transfers between POPs on the Data Network during such month, as measured by NetWolves.

(ii) If Average Round-Trip Latency on the Data Network for a calendar month exceeds fifty (50) milliseconds, then upon Customer’s request (in accordance with the procedure set forth in the SLA), NetWolves will issue a credit to Customer equal to one (1) day’s worth of the base IP MRC paid by Customer for such month. In order to qualify for the credit, Customer is responsible for reporting any suspected latency problems to NetWolves within twenty-four (24) hours from the time Customer became aware of the problem through the opening of a Trouble Ticket.

c. Packet Delivery Guarantee and Remedy

(i) The Data Network Average Packet Delivery shall be ninety-nine percent (99%) or greater. "Average Packet Delivery," with respect to a given month, means the average percentage of IP packets transmitted on the Data Network during such month that are successfully delivered, as measured by NetWolves.

(ii) If Average Packet Delivery falls below ninety-nine percent (99%) during a calendar month, then upon Customer's request (in accordance with the procedure set forth in the SLA), NetWolves will issue a credit to Customer equal to one day's worth of the base MRC paid by Customer for such month. In order to qualify for the credit, Customer is responsible for reporting any suspected packet delivery problems to NetWolves within twenty four (24) hours from the time Customer became aware of the problem through the opening of a Trouble Ticket.

d. Mean Time to Repair shall be consistent with the industry standard and shall not exceed twenty-four (24) hours from the time Customer becomes aware of a Service affecting issue and properly notifies NetWolves through the opening of a Trouble Ticket.