



North Atlantic Networks LLC (NAN) Managed Services are backed by this Service Level Agreement (SLA). This SLA applies only to NAN's Managed Services as defined later in this document, and is the Client's sole remedy regarding aforementioned services.

I. Client Definition

Client shall mean a NAN customer who has executed a binding agreement for a NAN provided Managed Service, excluding any Client in violation with the NAN Acceptable Use Policy (AUP), Terms of Service (ToS), Client specific SLA, or is not in good financial standing with NAN.

The terms of this SLA are effective on the date of service activation. In no event shall any obligation for a service credit arise under this SLA until such time as the Services are fully installed and operational.

II. Managed Services Definition and Scope

The services covered under this SLA are defined as "Managed Services." This covers the use of any service that NAN is the party responsible for ensuring the proper operation of the aforementioned service. Examples of these services are Managed Routers and Switches, Managed Firewalls, Co-managed Devices, Managed Office365 and Managed Connectivity Services. Throughout this document Managed Services may be associated with devices or services for which NAN is responsible. Note: An additional SLA applies to MPLS Firewall Services, and along with this document shall govern that NAN provided service.

III. NAN Responsibilities

For Devices or Software under scope of management, NAN will be responsible for the following:

- Monitoring availability and performance
- Keeping a valid hardware and software support contract with the associated vendor for the covered service/device unless;
 - Service/Device is "co-managed," defined as a customer owned device that NAN performs management services for;
 - Customer is not under a 12, 24, or 36 month contract;
 - Covered service/device has been marked End-Of-Life (EOL) by the associated vendor and service is no longer commercially available;
 - Customer elects to refuse a vendor support contract and acknowledges any risks associated with this choice
- Provide technical advice for proper governance or configuration of covered services/devices
- Regularly patching of devices when applicable and with customer consent
- Responding to security notices from applicable device or software vendors
- Move-Add-Change to configurations of covered devices/services
- Design services/devices to adhere to customer requirements when technically feasible
- Responding to client requests in a timely manner outlined in the Service Credits section of this document
- Providing documentation of covered services

At client request NAN may elect to assist in troubleshooting beyond or outside of the scope of management. NAN will charge customer in 2-hour increments at NAN's hourly rate, the rate to be determined by project complexity. The following conditions apply:

- If it is determined that the issue was associated with a device or software under NAN management, customer will not be charged
- NAN reserves the right to not offer this type of troubleshooting service, for any reason
- NAN offers no warranty implied or otherwise of recommended changes to software or devices not under NAN management

IV. Client Responsibilities

Client agrees to be responsible for the following:

- Providing a technical point of contact associated with Client to NAN
- Allowing NAN representative access to services or premise where management scope exists
- Having technical resources to manage services/devices not under NAN's management
- Ensuring active maintenance/support contracts are in place for covered devices/software, if applicable
- Providing NAN access and connectivity for ongoing monitoring and maintenance
- Providing space, power and connectivity for devices that must be installed to provide services
- Providing and maintaining inside and outside wiring
- Providing an Out of Band (OOB) method of access for devices/services where applicable for NAN to utilize for remote troubleshooting or maintenance (i.e. 4G backup, alternate broadband connections, satellite, etc.)
- Ensuring NAN configurations, management or changes adhere to Client's internal security guidelines
- Adhere to all license agreements set forth by hardware or software vendors as part of managed service
- General cooperation as deemed necessary by NAN to provide contracted service

V. Maintenance Events

Scheduled Maintenance shall mean any maintenance executed by NAN Engineers or a NAN Partner, of which Client is notified 72 hours in advance, for network software or hardware upgrades, configuration changes, or preventative maintenance of equipment used to deliver NAN services. NAN's standard window for scheduled maintenance occurs between 2300 hours to 0300 hours local time of the affected area used to deliver service. However, scheduled maintenance may fall out of that time window should the requirement arrive.

Emergency Maintenance shall constitute any maintenance NAN deems necessary to ensure network stability for the customer base considering industry or vendor published mechanical, software or security advisories. Emergency Maintenance will be performed at NAN's discretion. NAN will notify customers of Emergency Maintenance via best effort.

Notifications for events will be sent via email to the Client technical contact. Lack of receipt of a maintenance notification does not entitle the Client to a service credit. NAN makes every effort to make service interruption during maintenance events as brief as possible. Degradation of service is expected during maintenance windows, and as such, no service credits shall be issued for issues arising during a maintenance window.

VI. Metric Definitions

The items below outline each service type and the SLA for the key metrics for the service:

- *Response Time*: This metric is defined as NAN's Network Operation Center (NOC) general responsiveness per incident severity level
- *Severity Level 1 (P1)*: The Service or Device under management is down
- *Severity Level 2 (P2)*: Service is running, but not as expected and is having a negative effect on client
- *Severity Level 3 (P3)*: All other tickets or inquiries, such as when service is operational but requires routine changes; any request via email will be considered a P3
- *Business Hours*: Defined as Monday, Tuesday, Wednesday, Thursday, Friday between the hours of 8AM to 5PM EST/EDT. Excludes Holidays
- *After Hours*: Defined as periods of time not covered in "Business Hours"

The table in section VII represents NAN's SLA for each of the aforementioned performance metrics and the underlying technology used to deliver service.

VII. Service Credits

When services fail to meet the applicable commitments outlined in this SLA, Client may receive a statement credit to their account. To request a credit under this SLA, customer must open a trouble ticket within five (5) calendar days of the reported outage, and email their account representative with a description of the requested credit along with the NAN trouble ticket number(s) within fourteen (14) calendar days of the ticket closure. The account representative will notify client when the credit has been approved or denied. Under no circumstance may credits provided for an applicable outage exceed the Monthly Recurring Charge (MRC) for that billing cycle.

Management Service	Response Time – P1	Response Time – P2	Response Time – P3
Basic Managed Service	30 minutes (business hours)	2 hours	Next Business day
Enterprise Managed Service	30 minutes (business hours); 1 hour (after hours)	1 Hour (business hours); 1.5 hours (after hours)	Next Business day

Applicable remedies for NAN's failure to meet the performance objectives outlined in this SLA are subject to the table below.

Applicable Metric NAN Failed to Meet	Credit to be Issued
Failure to meet Response Time	1/30 th of the MRC for each hour over the specified minimum response time or fraction thereof in any calendar month

VIII. Policy Changes

NAN reserves the right to change this policy at any time. Policy changes will be posted to the NAN website, available at <http://nan.com/sla/>. Changes to this policy become effective the date posted to the website. If the service is no longer under a 12, 24, 36 month or longer term contract, the terms of this SLA no longer apply.

IX. Limitation of Liability

NAN's total liability to the Client under this SLA is limited to the MRCs for the affected Services for the applicable Calendar Month that the Service Outage occurs, or as specified in Section VII. Except for the service credits associated in this SLA, this SLA does not modify or amend the written contract executed by the Client, or the AUP and ToS documents available on NAN's website. The provisions of this SLA are the Client's sole and exclusive remedies for NAN's failure to meet the standards defined in this SLA and any other service issues.