



NAN Connectivity Service Level Agreement

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

I. Client Definition & Service Activation

Client shall mean a NAN customer who has executed a binding agreement for a NAN provided Connectivity Service, excluding any Client in violation of the NAN Acceptable Use Policy (AUP), Terms of Service (ToS), 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. Connectivity Service Definition

The services covered under this SLA are defined as "Connectivity Services." These cover the use of wired or fixed wireless services to connect client to the Internet or private client infrastructure. Examples of this service are Enterprise Metro Ethernet, providing Dedicated Internet Access (DIA) or MPLS Services. Not covered under this SLA are Local Access Circuits (Loops). NAN's network management system responsible for collecting performance metrics for this SLA is the sole and conclusive measurement for all remedies given by this SLA.

III. Service Outage Definition

A Service Outage is defined as the total and complete unavailability or degradation of connectivity services occurring outside a scheduled maintenance. NAN is not responsible for a failure to meet any performance objectives set forth under the below exclusions section:

- Labor strikes, Governmental orders, civil commotion, acts of God, and other circumstances beyond NAN's reasonable control;
- NAN or vendor scheduled maintenance events outlined in Section IV;
- Client LAN, maintenance events, or upgrades to service(s) scheduled with client by NAN;
- Failure of power, equipment, or systems not provided by NAN;
- Lack of Client cooperation required to remedy the service (example: customer denies access to take a connection offline for testing, or denies repair technicians physical access to Client premises);
- Failure of systems performing network measurements

IV. 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 connectivity 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 be necessary.

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.

V. Network Performance Metrics and Definitions

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

- *Backbone Availability*: defined as the percentage of time in one Calendar Month during which NAN's network can deliver traffic between other NAN owned routers or NAN's Direct Internet Peers. This does not apply to Local Access Circuits (Loops), or intermediate Autonomous Systems (AS) customer traffic may pass through that are not under NAN's direct control. As such, Backbone Availability only falls under "On-Net" services, and does not apply to off-net services such as broadband or managed 3rd party connections. Availability is calculated based on monthly measurement averages between monitored NAN endpoints.
- *Jitter*: Defined as an average sample of inter-packet latency variance.
- *Latency*: Defined as the average round-trip time of packets transported between NAN datacenters.
- *Packet Loss*: Defined as packets transmitted by the client that do not exceed the client's committed bandwidth level, becoming lost, dropped or otherwise missing.
- *Off-net SLA*: Defined as connectivity services that are managed by NAN but do not touch the NAN backbone. All off-net services will have the applicable vendor's SLA assumed, and passed through to the customer. Due to the large amount of off-net services that can be provided through numerous 3rd party carriers, it is not feasible for NAN to include them all in this document. As such, a client/site-specific SLA for 3rd party services can be provided at client request.

Network availability and performance commitments will vary based on the underlying technology provided to Client. Client order form will define the underlying technology used to provide services to Client. The table in section VI represents NAN's SLA for each of the aforementioned performance metrics and the underlying technology used to deliver service.

VI. 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 if 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.

Underlying Technology	Backbone Availability	Jitter	Latency	Packet Loss
Enterprise Metro Ethernet	99.99%	≤ 4ms	≤45ms	≤ 0.2%
Ethernet over Copper (EoC)	99.99%	≤ 4ms	≤45ms	≤ 0.3%
Digital Subscriber Line (DSL)	Off-net SLA	Off-net SLA	Off-net SLA	Off-net SLA
Cable Broadband	Off-net SLA	Off-net SLA	Off-net SLA	Off-net SLA
Fiber Broadband	Off-net SLA	Off-net SLA	Off-net SLA	Off-net SLA
Dark Fiber	Off-net SLA	N/A	N/A	N/A
Fixed Wireless	Off-net SLA	Off-net SLA	Off-net SLA	Off-net SLA
Cellular Wireless (3G/4G)	Off-net SLA	Off-net SLA	Off-net SLA	Off-net SLA
Satellite	Off-net SLA	Off-net SLA	Off-net SLA	Off-net SLA
SONET/TDM	99.99%	≤ 4ms	≤45ms	≤ 0.3%

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
Backbone Availability	1/30 th of the MRC for each hour of unavailability or fraction thereof in any calendar month to a maximum of 15/30 th of the MRC.
Jitter	1/30 th of the MRC for each 24-hour period NAN fails to meet the performance metric in a calendar month.
Latency	1/30 th of the MRC for each 24-hour period NAN fails to meet the performance metric in a calendar month.
Packet Loss	1/30 th of the MRC for each 24-hour period NAN fails to meet the performance metric in a calendar month.
Off-net SLA	NAN agrees to pass 100% of any credit received by a third party under a managed 3 rd party (off-net) connection agreement, when applicable to Client.

VII. 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://www.nan.com/sla/>. Changes to this policy become effective the date posted to the website. If the service is no longer under a term contract (12, 24, 36 months or greater), the terms of this SLA no longer apply.

VIII. 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 otherwise specified in Section VI. 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.