

**NRTC MS Network Services, LLC**  
**dba NRTC Managed Services (“NRTC MS”)**  
**Service Level Agreement (“SLA”)**

1. Introduction.

This SLA is part of and subject to the terms of NRTC MS's Master Services Agreement and any related Services Order(s) (collectively, “Agreement”). Capitalized terms not defined herein have the meaning set forth in the Agreement.

This SLA may be modified from time to time by NRTC MS, by posting a new version of this SLA on NRTC MS's website. NRTC MS will endeavor to give notice to Affiliate of any material changes to this SLA.

2. Operational Support for Affiliate's Facilities.

a. **Definitions.**

- i Office Hours Support means technical support provided by NRTC MS during normal business hours of 8:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday, excluding NRTC MS observed holidays.
- ii Emergency or After Hours Support means technical support provided by NRTC MS outside of Normal Business Hours.

b. **General.**

NRTC MS will provide support for failures of Affiliate's Facilities as provided in this Section. If support is for devices covered under NRTC MS Services, which Affiliate may order separately, it will be provided at no additional charge. As a condition of the provision of support and this SLA, NRTC MS must be presented with accurate and complete network and equipment maps for all devices and Services provided from Affiliate's Facilities. All changes, modifications, or updates to said facilities must be conveyed in written form to NRTC MS within seven (7) calendar days of completion. Failure to notify NRTC MS of equipment and/or network changes will result in the nullification of NRTC MS's obligations under this SLA until such time that an accurate representation of Affiliate's facilities has been provided. Response by NRTC MS to a failure constitutes acknowledgment of the problem and active work toward its reasonably prompt resolution. This may involve, but is not limited to, one or more of the following:

- i Remote diagnostics;
- ii Telephone consultation; or
- iii Work to correct the problem with notification to Affiliate that an engineer/technician may or may not need to be dispatched to correct the problem.

c. **Major Facility Failures.**

NRTC MS will provide 24 hour support for major NRTC MS service issues defined as:

- i Loss of NRTC MS data center connectivity (to the Internet or direct to Affiliate, if present);
- ii Failure of Service-related equipment and/or Software; or
- iii Sixty percent (60%) or greater loss of bandwidth connectivity between an Affiliate facility and the Internet.

d. **Minor Facility Failures.**

NRTC MS will provide Office Hours Support for minor Affiliate facility failures. NRTC MS will respond to minor Affiliate facility failures within one (1) business day of receipt of a request for Service from Affiliate. Repair of minor Affiliate facility failures which Affiliate requests are to be performed outside Office Hours or within a shorter response time will be provided at NRTC MS's then-current After Hours or Emergency rates.

3. Support Service Levels.

- a. **Level 1 Support.** Unless Affiliate has selected the Technical Support Service from NRTC MS, Affiliate is responsible for providing level 1 technical support to their Subscribers for all services, either in-house or through a third party. Level 1 Support consists of being the first point of contact for all Subscriber technical support questions, attempting to resolve all such issues, and maintaining appropriate logs and records relating to such issues.

- b. **Level 2 Support.** NRTC MS will provide Level 2 Support consisting of business hour support from 8AM to 8PM Monday through Friday, excluding holidays, along with emergency after hours, nights, and weekends support of all NRTC MS provided services. Phone support is available. Response time is targeted at 4 hours of notifying NRTC MS. After hours support is included at no additional charge. The Service level details are summarized in the following table:

Service Level Definitions	
24x7x365	Y
Email support	Y
Phone support	Y
Response SLA	4 hours
Emergency after hours support	Included

4. Availability and Outages.

- a. Subject to the terms of this SLA, NRTC MS promises availability of the Services listed below in this SLA ninety-nine and nine-tenths percent (99.9%). If NRTC MS does not meet this SLA availability commitment for a specific service, NRTC MS will credit two percent (2%) of Affiliate's monthly bill for that service for every one-tenth of one percent (0.1%) that the SLA is missed. Credits are limited to twenty percent (20%) of the applicable service's monthly bill.
- b. An outage is defined as being without Services after any missed interval. Intervals are done every two (2) minutes. Remote devices are allowed two (2) missed intervals. Outage causes for which NRTC MS is responsible (included in availability reporting) are:
- i. Software configuration errors attributable to NRTC MS actions;
  - ii. Outage of NRTC MS-provided Services;
  - iii. Outage of NRTC MS Internet link;
  - iv. Outage of NRTC MS managed link;
  - v. NRTC MS's network power failure;
  - vi. Non-scheduled outages; and
  - vii. Outage time exceeding scheduled window. (Standard maintenance windows will be scheduled and performed as needed, with at least 48 hours written notice. Emergency and Critical maintenance will be undertaken as needed.)
- c. Outage causes for which NRTC MS is not responsible (not included in availability reporting) are:
- i. Software configuration errors attributable to Affiliate actions;
  - ii. Outages of non-managed links and/or equipment;
  - iii. Affiliate response turnaround after contact by NRTC MS;
  - iv. Affiliate administrative issues (moves, outages, damage to circuits or equipment, etc.) or other issues caused by the actions or inactions of Affiliate;
  - v. Affiliate power failures;
  - vi. Acts of God or acts out of reasonable control of NRTC MS; and
  - vii. Scheduled outages.
- d. The Service components for SLA computation include the following Services (Services may be added to or deleted from this list from time to time in NRTC MS's sole discretion): Managed Internet access;
- i. Managed Access equipment;
  - ii. Authentication (RADIUS);
  - iii. SMTP;
  - iv. POP;
  - v. IMAP;
  - vi. HTTP (web);
  - vii. FTP;
  - viii. DNS;

- ix. NovaSubscriber User Admin Tool;
  - x. Monitoring Tools; and
  - xi. Management Tools.
- e. The following number of minutes per month shall be used in SLA calculations:
- i. 40,320 minutes in a 28-day month;
  - ii. 41,760 minutes in a 29-day month;
  - iii. 43,200 minutes in a 30-day month; and
  - iv. 44,640 minutes in a 31-day month.
- f. To calculate an Affiliate's Service Level of Availability for a given month the following formula will be utilized. The resulting availability is used to determine the credit (if any) for a given month as follows:
- i.  $\text{Availability} = 1 - (\text{Sum of all Service outages (in minutes)} / [(\text{\# minutes in the month}) * \text{\# of Services}])$
- g. Affiliate's sole and exclusive remedy for any unavailability or non-performance of Services or other failure to provide Service is the receipt of a Credit (if eligible) in accordance with the terms of this SLA. Credits are only applicable to Affiliate's current monthly invoice, and in no event shall Affiliate be entitled to any refund under this SLA.
- h. To receive a Service Credit, Affiliate must submit a request by sending an e-mail message to [ms-custsvc@nrtc.coop](mailto:ms-custsvc@nrtc.coop). To be eligible, the credit request must (i) include, in the body of the e-mail, the dates and times of each incident of Unavailability that Affiliate claims to have experienced; (iii) include any information that document the errors and corroborate Affiliate claimed outage (any confidential or sensitive information should be removed or replaced with asterisks) and provide detail as to the nature of the unavailability, including any error messages and/or service logs; and (iv) be received by NRTC MS within thirty (30) days of the specified failure.