



IP Talk - Service Level Agreement

CIMCO Communications recognizes that Internet is critical to customers using CIMCO IP Talk Services. CIMCO backs its commitment and focus on operational excellence and reliability by providing a network uptime guarantee of 99.999% for IP Talk Services customers.

This Service Level Agreement's (SLA) Terms and Conditions apply only to Customers agreeing to a Minimum Service Period of one year or more for CIMCO IP Talk Services and only in respect of the provision of such services during such period and where Customer's accounts with CIMCO are in good standing. Availability of this SLA may be subject to further conditions or qualifications set forth in the Agreement with CIMCO. All remedies set out herein shall not be cumulative, and shall be Customer's sole and exclusive remedy under the relevant Agreement.

Network Availability

The CIMCO IP Network is guaranteed to be available and capable of forwarding IP packets 99.999% of the time, as averaged over a calendar month. The CIMCO IP Network includes the customer's access port (the port on the CIMCO aggregation router upon which the customer's circuit terminates) and the CIMCO IP backbone network. The CIMCO IP backbone network includes CIMCO owned and controlled routers and circuits (including any transit connections). The CIMCO Network availability guarantee does not include local loop, Customer Premise Equipment, Customer's Local Area Network (LAN), scheduled maintenance events, customer caused outages/ disruptions or interconnection connectivity within other Internet Service Provider (ISP) networks.

Network Latency

The CIMCO IP backbone network is guaranteed to have an average round trip packet transit time within the CIMCO IP backbone network over a calendar month of 65 ms or less. The average latency is measured as the average of 15-minute samples across the CIMCO IP backbone network taken throughout the month. The CIMCO Latency guarantee does not include local loop, Customer Premise Equipment, Customer's Local Area Network (LAN), scheduled maintenance events, customer caused outages/ disruptions or interconnection connectivity within other Internet Service Provider (ISP) networks.

Network Packet Delivery

CIMCO guarantees that the backbone network packet loss will not exceed a monthly average of 1% across the CIMCO Network (or a successful delivery of greater than 99% of the packets) during any calendar month. "Packet Loss" is defined as the percentage of packets that are dropped between any two CIMCO designated hub routers that are part of the CIMCO Network. Core Network Packet Loss is measured by averaging sample measurements taken throughout the calendar month.

DNS Service Availability

DNS Service Availability Problem Resolution Time: CIMCO will use commercially reasonable efforts to ensure that CIMCO's High Availability DNS Services will be available at all times. A qualifying outage of the DNS services for the purposes of this SLA shall be defined as complete simultaneous failure of all redundant High Availability DNS servers. Failure to meet this objective may make Customer eligible for a service credit to be applied to Customer's next monthly invoice for services. Customer's services must be using CIMCO's High Availability DNS servers for primary DNS services in order to be eligible for credit(s). Credits will only be applied to the primary DNS services and shall not be extended to secondary DNS services.

Managed Services

- Managed and/or Monitoring Reporting:
 - Reporting data will be available via a secure website 99% of the time, commencing from the time the Customer is notified that such Reporting is available to the customer, and Customer has verified said Reporting is accessible and complete.
- Monitoring Outage Notification:
 - CIMCO will provide Outage Notification to a Monitored customer within 30 minutes of the system time stamp of the Alarm indicating a “Down” condition exists.
- Managed Equipment:
 - Managed Equipment Configuration Changes
 - All Configuration Change Requests will be assigned a scheduled time within 2 hours of receipt of the Change Request, as measured by the time stamp on the Change Request Ticket provided to the Customer at time of initial call. Configuration Change Requests must be called in during normal business hours (M-F, 8-5).
 - All Configuration Change Requests scheduled time of implementation will be between 48 to 96 hours of receipt of the Change Request, as measured by the time stamp on the Change Request Ticket provided to the Customer at time of initial call. If Customer is not available within the 48 to 96 hour timeframe, the time of implementation will be the soonest mutually available time the Customer and CIMCO can schedule.
- Managed Equipment Troubleshooting
 - Troubleshooting of Managed Equipment will commence within 30 minutes of opening of Trouble Ticket by Customer, or receipt of Alarm via Monitoring system, whichever comes first, as measured by time stamp of applicable Trouble Ticket or Alarm event.
- Managed Equipment Replacement
 - All Managed Equipment eligible for Hardware Replacement will be delivered to Customer Premise within one (1) Business Day, as measured from the ticket time stamp indicating troubleshooting has determined there is defective equipment that must be repaired or replaced, if such determination is made before 2 pm Central Time. If such determination of defective equipment is made after 2 pm, then the equipment may be delivered to the customer premise on the 2nd Business Day from when such determination was made.

Denial of Service (DoS)

CIMCO will use commercially reasonable efforts to respond to Customer’s request for assistance with a Denial of Service (DoS) attack and begin the appropriate diagnostic procedures as soon as reasonably possible and, in any event, in less than 10 minutes from the submission of a report of DoS activity to the CIMCO NMC. Qualifying DoS attacks must be directed toward Customer’s specific resources and result in a demonstrable abnormal increase in bandwidth utilization for the specific port. This guarantee does not include any other type of security incident including but not limited to attacks directed towards the CIMCO Service Point in general.

Outage Response

A Service Outage begins when CIMCO is notified or becomes aware of the failure, whichever occurs first. A Service Outage ends when the affected network or facility service is again operational. CIMCO may undertake Critical Maintenance at any time deemed necessary and shall provide notice of Outage to Customer under practical circumstances. An Outage Response is defined as a CIMCO Internal ticket opened to address the issue.

Outage Reporting Process: The Outage Reporting Process is applicable only to service provided in the contiguous United States and is applicable only if Customer telephones the CIMCO Network Maintenance Center (NMC) at 800-92-CIMCO (24626). In the event customer subscribes to CIMCO’s Wise Eye Managed and Monitoring Service, Outage Reporting notification will be proactive. Customer is solely responsible for providing CIMCO accurate and current contact information for Customer’s designated points of contact. CIMCO will be relieved of its obligations under this Outage Reporting Process if CIMCO’s contact information for Customer is out of date or inaccurate due to Customer’s action or

omission. Customer will be responsible for providing accurate, affected circuit identification, i.e. circuit ID and phone numbers.

Mean Time to Repair

Troubleshooting is performed using mechanized testing systems to test and locate the problem. CIMCO maintains a mean time to repair (MTTR) service objective of two hours for locations that are on net, and three hours of off-net locations. Service technicians may be dispatched to locate and repair the service as needed. If the problem is on the customer’s side of the demarcation point, charges may apply. After each hour that a problem remains unresolved additional management may become involved if the expected outcome is not met. Every possible effort will be made to promptly restore DS1 service in the event of a failure.

Service Availability:

CIMCO’s IP Talk Services will be available to Customer 99.999% of the time in a calendar month. “Service Unavailability” exists when a particular Customer’s Network and/ or Facility Service become unavailable.

If CIMCO fails to meet the above IP Talk Services availability SLA, for each cumulative hour of Service Unavailability, exceeding the initial sixty (60) minutes of unavailability per month, Customer shall be entitled to one (1) day’s credit pro-rated from Customer’s Recurring Monthly Service Fees for the IP Talk Services, not to exceed a total of fifteen (15) day’s prorated recurring monthly service charges. For example, the Customer would be eligible for credits as follows:

Cumulative Service Unavailability Duration	Customer Credit (# Days Credit)
≤ 60 min.	0
> 60 min. and ≤ 2 Hours	1
> 02 Hour and ≤ 3 Hours	2
> 03 Hours and ≤ 4 Hours	3
“”	“”
> 15 Hours	15

Exceptions

Notwithstanding anything in this SLA to the contrary, Customer shall not receive any credits under this SLA in connection with any non-performance of IP Talk Standards caused by or associated with:

- a) Circumstances beyond CIMCO’s reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the SLA;
- b) scheduled maintenance and emergency maintenance and upgrades;
- c) DNS issues outside the direct control of CIMCO;
- d) false SLA breaches reported as a result of outages or errors of any CIMCO measurement system;
- e) Customer’s failure to promptly notify CIMCO of any failure of the Managed Services of which it becomes aware, including without limitation, the Managed CPE; or
- f) Customer’s acts or omissions (or acts or omissions of others engaged or authorized by Customer), including without limitation, any negligence, willful misconduct, or use of the CIMCO Network or CIMCO services (including the Managed CPE Services) in breach of CIMCO’s terms and conditions governing the provision of such services or CIMCO’s Acceptable Use Policy.

Note that these SLA exclusions are associated only with CIMCO IP Talk Services.

Credit Claim Procedures

To initiate a claim for service credit with respect to the SLA described herein, Customer must request and submit a CIMCO SLA Claim Form from a CIMCO contact within seven (7) business days after the end of the month in which the event occurred.

Upon receipt of the CIMCO SLA Claim Form, CIMCO will perform the appropriate SLA measurement, qualification, validation, and verification process to determine whether a credit claim is warranted.

CIMCO will issue a service credit to the Customer's account upon approval of its SLA Claim request. Service credit will appear on an invoice or Customer will be notified of its rejection within two (2) months following the month in which the SLA Claim Form was approved.

The service credit provided for this SLA assumes compliance by Customer with the terms and conditions of its Service agreements with CIMCO. To preserve Customer's rights under SLA,

- Customer must report all outages and/or service failures to CIMCO's Network Management Center (NMC) at 800-922-CIMCO (24626), which must result in the opening of a CIMCO trouble ticket.
- Customers must retain all records of CIMCO trouble ticket numbers for the purposes of making claims in accordance with this SLA.
- Customer shall cooperate with CIMCO in the Service Claim investigation.
- Customer must provide for timely and adequate arrangement for access to the necessary facilities, locations, and equipment. If a technician dispatch to the customer premises is required for resolution of Customer trouble ticket(s) on a timely basis. Time and material charges may apply for non-business hour (i.e. evening or weekend) dispatches.
- When Service Credit Request forms are submitted, the Customer shall pay its entire service bill, and shall not off set any Service Credits it would anticipate receiving from CIMCO.
 - The total amount credited to a Customer in connection with a particular piece of Managed CPE in any calendar month shall not exceed, in the aggregate, the Managed and Monitoring Fee paid by Customer for such month for the affected Managed and Monitored device.

Maintenance (Scheduled & Critical)

Scheduled Maintenance: Scheduled (non-emergency) maintenance shall mean any maintenance at the CIMCO hub to which Customer's circuit is connected. Scheduled Maintenance will be performed between the hours of 12 AM to 6 AM local time. Normal maintenance includes (1) upgrades of hardware and software; (2) upgrades to capacity; (3) network activity that may degrade the quality of service or cause service interruptions.

Critical Maintenance: Critical maintenance may be performed at any time to correct network conditions that require immediate attention. Critical maintenance is performed at the discretion of CIMCO Communications and may degrade or disrupt service. All reasonable business efforts will be attempted to notify the Customer's designated point of contact as is reasonably practicable under the circumstance.

CIMCO Escalation List

Please reference CIMCO website for current Escalation List, (www.cimco.net).

Force Majeure

Neither CIMCO nor Customer shall be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies; any

law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including strikes, slowdowns, picketing or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers.

Policy Change

CIMCO reserves the right to change, amend, or revise this SLA policy at any time. Changes or revisions to the SLA will be deemed effective upon posting the applicable revision on CIMCO's publicly accessible website.