



Managed and Monitoring SLA

This Managed and Monitoring Service Level Agreement ("SLA") applies to Customers of CIMCO Communications Inc.'s managed and monitoring services. This SLA provides Customers of CIMCO Managed and Monitoring services with certain rights and remedies regarding the performance.

CIMCO will provide the Customer with a Service Level Agreement (SLA) for the performance metrics detailed below. To qualify for CIMCO's Managed and Monitoring SLA, the Customer must purchase CIMCO Managed and Monitoring services for a minimum term of one year and have had the service fully activated.

CIMCO's performance against the Managed and Monitoring SLA will be measured using the SLA Standards described below.

SLA Standards

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.

Remedy

Documented nonperformance of any of the SLA Standards contained in the CIMCO Managed and Monitoring Service Level Agreement, as measured against the SLA Standards metrics, shall entitle the Customer to Remedies as herein described. The first occurrence of non-performance within a 30-day period shall entitle the Customer to a one week credit (1/4 the monthly fee) of the fee paid for Managed and Monitoring Service for the affected Managed and/or Monitored Device. Any subsequent occurrences of non-performance within the same 30 day period on the same Managed and Monitoring Device shall entitle the Customer to a free month of the Managed and Monitoring service for the affected Managed and Monitoring device. 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 CIMCO Managed and Monitoring Fee paid by Customer for such month for the affected Managed and Monitoring device.

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 CIMCO Managed and Monitoring 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.

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)-92-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 CIMCO Managed and Monitoring Fee paid by Customer for such month for the affected Managed and Monitoring device.

Escalation List

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

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.