



## HIGH SPEED INTERCONNECTION AND DATA: SERVICE LEVEL AGREEMENT



Hotwire Business Solutions (“HBS”) is committed to providing reliable, responsive and personalized service. To ensure our business priorities are aligned with our customers’ need for reliable service; HBS provides the following service level agreement to customers subscribing to its High Speed Interconnect services (Transport, Hi-Speed Internet Access and Data).

### Summary of Service Levels

- > Network Availability and Reliability Target: 99.99 % (On-Net and Type II)
- > Committed Information Rate Target: 95%
- > Network Latency Target: < 100 ms round trip
- > Packet Loss Target: <1%
- > Response Target: 8-hour priority response in the event of an outage.

### Service Level Coverage Boundary

This service level agreement covers the HBS Fiber Optic Network (the “HBS Network”). The HBS Network means the infrastructure and/or facilities that are under HBS’ direct control. The HBS Network excludes all customer premises equipment (“CPE”), whether provided by HBS or the customer, third party local loops, the Internet beyond the HBS Network, and any other networks, servers, or components not within the HBS Network. The service level standards set for

To facilitate service level monitoring and verification, HBS maintains a test server (“Test Server”) at the outer boundary of each regional network. All performance measurements and references to Test Server shall mean the server at the boundary of each regional network.

### Performance Verification

To ensure accurate testing, HBS will measure all performance verifications from the Test Server to the customer Network Interface. The customer LAN will be disconnected during the test to ensure that customer traffic does not affect the verification results.

### Network Availability and Reliability

For this service level agreement, “Unavailability” shall mean the total inability to transfer data from the customer’s Network Interface to a known operational IP address of HBS’ choice on a public network. A period of Unavailability commences when a trouble ticket is opened with HBS Support and HBS confirms the Unavailability.

HBS’ goal is to ensure that the HBS Network will be available 99.99% of the time. HBS will measure the Network Availability and Reliability Target based on the number of minutes that the HBS Network was Unavailable during a given calendar month.



If HBS determines that the HBS Network is Unavailable to the customer (based on submitted trouble tickets) for at least 45 continuous minutes during any calendar month, HBS, upon the customer's request, will credit the customer's next monthly invoice the prorated charges of one (1) day of the HBS bandwidth service fee for each hour of unavailability after the initial 45 continuous minutes, up to a maximum credit of seven (7) days per calendar month.

## Chronic Outages

A Chronic Outage is considered to have occurred if the HBS service is Unavailable for more than 48 consecutive hours, or if more than five (5) confirmed outages, each consisting of at least one hour of Unavailability, occur within a 30-day period.

If an HBS Service has suffered from a Chronic Outage, customer may cancel the service without early termination fees or other penalty by providing HBS with written notice of its desire to cancel within 30 days of the Chronic Outage condition. Upon verification of the Chronic Outage condition, HBS will cancel the Service immediately upon receipt of such notice and will credit the Customer with any unused monthly fee for which the Customer has previously paid.

## Committed Information Rate

HBS provides 95% committed information rates (CIR) on its service. Each HBS Service will be configured and provisioned to operate to the full CIR specified for such service.

The HBS Network is engineered to ensure that even during peak network load, the HBS Service will be capable of transmitting and receiving network traffic (IP packets including data and packet overhead) within a 10% maximum variance of the CIR as averaged over a calendar month.

CIR is measured from the HBS Services' Network Interface located at the customer's premises to the HBS Network where the Customer's circuit terminates. CIR does not apply to performance outside of the HBS Network (e.g., web-based speed testing tools). CIR will be verified by HBS using appropriate circuit testing tools known to be accurate in testing the specified bandwidth.

If the subscribed CIR is not met, HBS will have 5 days to restore the throughput to specification. If HBS is unable to restore the CIR to within 10% of the subscribed level, customer may elect 1) to cancel the effected Service without early termination fees or other penalty by providing HBS with written notice of its desire to cancel within 30 days of HBS' determination, or 2) to downgrade, without penalty, to the service bandwidth rate that is being received.

## Network Latency

HBS Services are targeted to have Network Latency of 100 ms or less within the HBS Network. "Network Latency" means the round trip packet transit time between a customer Network Interface and the Test Server as averaged over a 30-day period.

If the Network Latency target is not met within a calendar month, HBS, upon customer's request, will credit the customer's next monthly invoice the prorated charges of one (1) day of the affected HBS bandwidth service fee for each day the latency guarantee was not met, to a maximum credit of seven (7) days per month.



## Packet Loss

Packet loss means the average percentage of IP packets transmitted between all HBS base stations and the Test Server during a calendar month that are not successfully delivered. Packet Loss on the HBS Network is targeted not to exceed 1% during a calendar month. If the packet loss target is not met during a calendar month, HBS, upon customer's request, will credit the customer's next monthly invoice the prorated charges of one (1) day of the HBS bandwidth service fee.

## Priority Response

In the event of a problem with the service resulting in network Unavailability, as defined above, HBS will make commercially reasonable efforts to respond to the outage within 8 hours of customer's opening a trouble ticket.

## Additional Terms and Conditions

This Service Level Agreement applies only to customers in good standing (paid current). Customers with delinquent accounts or past due balances do not qualify for service credits or priority response. Customers may not short pay invoices in expectation of receiving service credits.

Unavailability does not include outages of less than 45 minutes. Service Level Agreement excludes outages, reduced bandwidth throughput and/or increased latency resulting from (a) network maintenance, (b) circuits provided by third parties, (c) an external Internet supplier, service provider or an Internet exchange point, (d) acts of omissions of Customer or an authorized user, (e) behavior of Customer equipment, facilities or applications, or (f) acts of God, civil disorder, natural cataclysm, terrorism, radio frequency interference or blockage or other occurrences beyond the reasonable control of HBS.

To request credits under this SLA, customers should email HBS Customer Support at [support@HBSYes.com](mailto:support@HBSYes.com) or call (877) 342-7937 within 2 business days of the event.