



NITCO
Connected. Always.

Service Level Agreement

1) NETWORK OPERATIONS DEFINITIONS:

- (a) Outage. A measure of the time that Customer loses a signal or receives a signal so poor that it is unavailable.
- (b) Category of Customer. The Category of Customer shall be defined as follows:

Category A	Residential
Category B	Small Business
Category C	Commercial/Medical/Governmental/School
Category D	Carriers/ISP/WISP

- (c) Chronic Trouble. Exists when either: (i) three (3) or more separate periods of service interruption occur within the same calendar month; or (ii) service interruption occurs in excess of two (2) hours in three (3) consecutive months. In the event that Customer experiences Chronic Trouble, the Customer shall be entitled, in addition to any applicable credits, to request re-provisioning of the affected circuit. Such re-provisioning must be requested by Customer in writing.
- (d) Planned Maintenance or Repair. Includes network upgrades and repairs, equipment upgrades and repairs, power upgrades and repairs.
- (e) Emergency Maintenance or Repair. Work which, if not accomplished immediately by NITCO or Third Party Provider, could result in a serious degradation or loss of Service to the Customer or the End User. Emergency maintenance or repair includes network, equipment and power facilities.
- (f) Mean Time to Respond (MTTR1). The amount of time from when the trouble is reported to the opening of a Trouble Ticket.
- (g) Mean Time to Restore (MTTR2). The amount of time from when the Trouble Ticket is opened to when the Trouble Ticket is cleared and service restored.

2) NITCO RESPONSE:

- (a) NITCO shall maintain a twenty-four (24)-hour-a-day, seven (7)-day-a-week point of contact for Customer to report to NITCO system troubles.
- (b) NITCO shall provide an explicitly named list, including direct contact information, of operations management contacts for purposes of trouble resolution escalations.
- (c) NITCO shall perform all trouble maintenance and repair functions on its system and facilities from the end-user's premise to the demarcation point at the Customer facilities twenty-four (24) hours a day, seven (7) days a week.
- (d) In the event of a service interruption, NITCO will use commercially reasonable efforts to have repair personnel on-site within four (4) hours from either the point at which NITCO notices the service impairment or after receiving such notification from Customer, whichever comes first.
- (e) Network is monitored on a 24-hour / 7 days per week basis. In the event of a major service outage, our system alarms automatically notify our Support Staff about the problem. Two fibers will be dedicated for continuous monitoring the fiber ring.
- (f) A customer can report any service problem to our Network Operation Center (NOC) 24 hours a day, 7 days a week. The telephone number is (219) 996-8000.

3) NETWORK STANDARDS OF PERFORMANCE:

- (a) NITCO agrees to use reasonable efforts to provide Customer with uninterrupted Services for the duration of the Agreement. Customer shall immediately notify NITCO of any problems or end-user complaints with the Services. The liability of NITCO for damages for mistakes, omissions, interruptions, delays, errors or defects in transmission ("Failure of Performance") occurring in the furnishing of Services hereunder, or arising in any way out of this Agreement, shall be limited to not charging Customer for any Services which NITCO has failed to provide, or that were the subject of the Failure of Performance. In the event of a Failure of Performance, NITCO shall use its reasonable efforts to correct such failure as soon as reasonably practicable after NITCO is notified of such failure.
- (b) Mean Time to Respond (MTTR1) and Mean Time to Restore (MTTR2) will be dependent of the Category of Customer. The standard metrics are listed on the table below. Customer may contract with Operator to have a higher level of SLA.

Category of Customer	MTTR1	MTTR2
Category A	30 Mins	24 Hours
Category B	30 Mins	Same Business Day
Category C	30 Mins	6 Hours
Category D	30 Mins	6 Hours

(c) In addition to the MTTR1 and MTTR2 the SLA for Managed Services as an IP SLA will meet the following criteria:

- (1) Network Availability Guarantee: Network is guaranteed to be available and capable of forwarding IP packets 99.999% of the time, as averaged over a calendar month.
- (2) Network Latency Average: Network architecture is designed with a network latency objective of less than 12ms as defined as the average roundtrip transmission delay from the gateway router (customer) to the core backbone router over a month period.
- (3) Packet Loss Guarantee: Engineering design objective for packet loss of under 0.03% as defined as the packet loss between the gateway router (customer) to the core backbone router measured as an average per day.
- (4) Jitter Guarantee: Network architecture is designed with a jitter guarantee that jitter shall not exceed 10ms for more than 0.1% of service time in a calendar month and jitter shall not exceed 1ms measured as an average per month. Jitter is defined as the variation in delay for packet transfers between the Customer's site and the core backbone router

(d) Customer acknowledges that NITCO may need to perform routine maintenance, as well as Emergency Maintenance and Repair as defined above, which will not be considered for overall measurement of standards of performance.

(e) Performance standards stated in (b) and (c) above do not apply due to acts of God, war, terrorism, power outages at customer's location, or problems located on third party networks.

4) PLANNED MAINTENANCE OR REPAIR:

(a) Maintenance Window. Planned maintenance is performed during a maintenance window of 10:00 PM to 6:00 AM (Eastern Time).

(b) Notification. NITCO will provide Customer with written notice of the planned activity by means of electronic mail notification to _____ no less than ten (10) days prior to starting work. Customer agrees to acknowledge receipt of the written notification within two (2) business days of receipt confirming that Customer is aware of the planned work and has taken necessary steps to notify key personnel internally of when work will begin. If no response is given by Customer, acknowledgement will be deemed given.

5) EMERGENCY MAINTENANCE OR REPAIR:

Where prior notice is not practical in the circumstances, NITCO reserves the right to perform required emergency maintenance or repairs. Whenever prior notice is given, Customer agrees to acknowledge notice of the emergency event in a reasonable period of time, and in all events Customer will take necessary steps to notify key personnel internally in order for NITCO to have access to correct or repair the affected area.

6) SERVICE LEVEL AGREEMENT MONTHLY RECURRING COST:

Category of Customer	MRC
Category A	\$99.95
Category B	\$149.95
Category C	\$499.95
Category D	\$899.95