



## Service Level Agreement

This Service Level Agreement is part of the Customer's Subscriber Agreement. Capitalized terms used herein that are not defined in this SLA shall have the meaning attributed to them in the Subscriber Agreement.

### Service Commitment

Unwired is committed to providing the fastest, most reliable network possible for its Customers. With that goal, Unwired provides the following Service Level Agreement to Customers who have subscribed to one of Unwired's business class service plans (The Basic Business Plan, or Business Premiere Plan) or any of Unwired's Enterprise Access Solutions.

### Network Availability Guarantee – 99.9% Uptime

Unwired endeavors to have the content of your Network connection available for IP access by third parties 99.9% of the time. Network Availability is defined as the percentage of minutes in a calendar month a Customer circuit experienced the total inability to transfer data from the Network Interface to a known operational IP address on a public network. Network downtime is calculated commencing with the date and time on which the Customer contacts Unwired and Unwired Support opens a trouble ticket confirming unavailability ("Trouble Ticket"). The credit will be calculated as stated below in table 1 and measured 24 hours a day in a calendar month, with the maximum credit not to exceed the monthly bandwidth service charge for the affected month.

**Calculation of service credit – Table 1**

|                             | Target | 15% Credit   | 25% Credit   | 50% Credit   | 100% Credit    |
|-----------------------------|--------|--------------|--------------|--------------|----------------|
| <b>Network Availability</b> | 99.9%  | 97% to 99.8% | 93% to 96.9% | 90% to 92.9% | 89.9% or below |

### Network Latency Guarantee – Less than 50ms

The Business Premiere Plan and the Enterprise Access Solutions are guaranteed to have network latency of 50ms or less within the Unwired network. Network latency is defined as the average time taken for an IP packet to make a round trip between the customer network interface and the Unwired test server, as averaged over a 30 day period.

After being notified by Customer of Network Latency in excess of 50 milliseconds, Unwired will use all commercially reasonable efforts to determine the source of the excess Network Latency and to correct the problem to the extent that the source of the latency is on the Unwired network. If the Network Latency guarantee is not met within a calendar month and the latency is the result of the Unwired network, Unwired will, upon Customer's request, issue a service credit on the customer's next monthly invoice. The credit will be equivalent to the prorated charges of one (1) day of the monthly bandwidth service fee for each day the latency guarantee was not met, not to exceed the total monthly bandwidth service fee for the affected month.

## **Packet Loss Guarantee – Less than 1%**

Unwired monitors aggregate packet loss within the Unwired network on an ongoing basis and compiles the collected data into a monthly average packet loss measurement, with a guarantee not to exceed 1% during a calendar month. Packet loss is defined as the percentage of IP packets that are not successfully delivered within the Unwired Network. If the packet loss guarantee is not met during a calendar month, Unwired will, upon customer's request, issue a service credit on the Customer's next monthly invoice. The credit will be equivalent to the prorated charges of one (1) day of the monthly bandwidth service fee for each day the packet loss guarantee was not met, not to exceed the total monthly bandwidth service fee for the affected month.

## **Technical Support**

Unwired supports and monitors its service up to the Customer demarcation point 24 hours a day, 365 days a year. Please refer to <http://www.unwiredltd.com/support.html> for support contact information.

## **Additional Service Plans**

All other Unwired service plans, including the Internet Value Plan, Internet Pro Plan, e-mail services, and all other Unwired services not specifically mentioned within this Agreement will be provided on a 'best-effort' basis. Unwired will use all reasonable efforts to provide and maintain 99% availability, less than 50ms latency, and less than 1% packet loss for these service plans, however nothing in this agreements shall be interpreted as a guarantee of such service.

## **Additional terms and conditions**

This Service Level Agreement applies to customers in good financial standing with Unwired Ltd. Customers with delinquent accounts or past due balances do not qualify for service credits.

Credits will not be provided to you in the event that you have no Network Availability resulting from:

1. Scheduled maintenance as notified by Unwired Ltd,
2. Your behavior or the performance or failure of your equipment, facilities or applications, or
3. Circumstances beyond Unwired'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 interruption or delay in telecommunications or third party services (including DNS propagation), failure of third party software or hardware or inability to obtain raw materials, supplies, or power used in, or equipment needed for provision of, your Network connection.

To request credits under this SLA, customer should email Unwired Customer Support at [support@unwiredltd.com](mailto:support@unwiredltd.com) within 5 business days of the event. The body of the e-mail message must contain Customer's name, the dates and times of the unavailability of Customer's Network connection, and any additional outage details requested by Unwired Ltd. Credit to your account will be your sole and exclusive remedy should any of the above levels of service fail to be achieved.

