



## Service Level Agreement

### I. Services

#### T-1, DS3, Fiber, Ethernet

**Network Availability:** The FRII Network will be available to the customer free of Network Outages 100% of the time in a given month, excluding scheduled maintenance. Any network event resulting in downtime during which a customer cannot pass IP packet traffic from Customer's equipment to any of FRII's wide area network interfaces to the Internet for a period in excess of 2 minutes will be deemed unavailability of Customer's connection (an "Outage") provided such Outage is on the FRII network, is the result of a failure in FRII controlled local access or is the result of a failure of FRII controlled equipment.

#### Colocation

**Network Availability:** Network connections from the FRII data center to the Internet will be available to customers free of Network Outages 100% of the time in a given month, excluding scheduled maintenance.

**Data Center Environment Services:** FRII Data Center power and HVAC systems will be available 100% of the time in a given month, excluding scheduled maintenance. Environment failure is when a particular customer's server is shut down due to power or heat problems and is measured from the time the trouble ticket is opened. Environment uptime includes functioning of all power and HVAC infrastructure, but does not include the power supplies on customer owned equipment.

**AC Power Availability:** FRII will provide AC power to the FRII Data Center and Customer's collocated equipment 100% of the time and, as set forth below, FRII will credit Customer's account if FRII fails to meet this Power Availability during any given calendar month. "Power Unavailability" consists of the number of minutes that power was not available to Customer's collocated equipment, but will not include colocation power unavailability, which Customer fails to report to FRII within five days, or any unavailability resulting from (a) any Customer circuits or equipment, (b) Customer's application or equipment, (c) acts or omissions of Customer, or any use or user of the service authorized by Customer.

#### VoIP

**VoIP Availability:** FRII VoIP will be available 100% of the time in a given month, excluding scheduled maintenance. An outage shall be defined as any event resulting in Customers' inability to complete calls using the FRII VoIP Service for a period in excess of 2 minutes.

### II. Remedy

FRII will issue a service credit in the amount of 5% of the monthly fee for the affected services for each 30 minutes of downtime per calendar month, not to exceed 100% of the full monthly fee. Such credits shall be applied to the Customer's account as service credits and do not have any cash value. No service credits will be issued if the Service Unavailability was determined to be within the Customers network.

**Chronic Service Outage:** A Chronic Service Outage occurs when the sum of Service Unavailability exceeds 6 hours in 3 consecutive months. Such Service Unavailability must be reported to the FRII Network Operations Center (NOC) using the reporting method provided below. In the event of a Chronic Service Outage, Customer may request to be released from obligations within this Service Order Form provided Customer notifies FRII in writing of such intent within 10 days of the affecting Service Unavailability. Obligation will cease 30 days from the receipt date of the written notice and all affected services will be cancelled.

### III. Outage Reporting

An outage shall be deemed to commence upon the opening of a trouble ticket with the FRII Technical Support Center or Network Operations Center (NOC) and shall be deemed to terminate upon the earlier of the time the problem is resolved and closing of the same trouble ticket.

**Exceptions:** The following will be excluded from any Outage time when calculating any Availability:

- FRII network or web server downtime during scheduled maintenance periods. Scheduled maintenance is deemed to be every Wednesday and Friday morning between 3:00 am and 6:00 am Mountain Standard time or at other prior announced times. Customers will be notified via the FRII Service Status (FSS) system prior to other scheduled maintenance times. To subscribe, go to <http://www.frii.com/support/fta>.
- Failure or malfunction of equipment or applications not owned or controlled by FRII.
- Failure of Customer to provide reasonable assistance in problem identification and resolution via telephone or other means such as email.
- Any occurrence of an act outside the control of FRII such as Force Majeure.

## **FRII Maintenance Events**

From time to time it is necessary to perform service configuration and routine maintenance on the hardware and software that are used to provide any services to FRII customers. Maintenance Events are categorized into two groups as follows:

**Emergency Maintenance** is defined as unplanned events which are intended to correct the failure or imminent failure of any hardware, software, or the configuration or either, which is used to provide services to FRII customers.

- Maintenance of this type will be performed as soon as is practical and every reasonable effort will be made to notify FRII customers.
- Every reasonable effort will be made to ensure that no FRII provided services are affected or made unavailable during such events.
- FRII will provide notification of Emergency Maintenance to its clients as soon as is commercially practical under the circumstances.

**Scheduled Maintenance** is defined as intrusive changes that are done to increase capacity or upgrade network/system performance or facility components.

- Maintenance of this type will be done during the FRII Scheduled Maintenance window of 3:00am to 6:00am MST Wednesday and Friday.
- Every reasonable effort will be made to ensure that no FRII provided services are affected or made unavailable during such events.
- Customers will be notified of such events via the FRII Service Status (FSS) system by 5:00pm MST the Monday prior to the scheduled event.

**FRII Service Status (FSS)** is a system that is designed to notify our customers of service impacting events. It is an opt-in mailing list that allows customers to select the level of notifications that they wish to receive. To subscribe, go to <http://www.frii.com/support/fta>.

## **IV. Limitations of Service Level Agreement**

The total credit granted to Customer by any aspect of this Service Level Agreement during any calendar month will not exceed the monthly fee for such service for the same calendar month.

Outages will not apply if downtime or unavailability occurs during standard FRII maintenance windows as described above. FRII will use the FRII Service Status (FSS) system for Reporting and Notification of such maintenance.

Credits or remedy will be provided only upon request of the customer. Requests for credit due to downtime or outages must be received with 5-days of the failure. All requests must be made in writing and sent to [customer@frii.com](mailto:customer@frii.com) Attn: Service Level Department.

No remedy will be provided at any time for failures determined attributable to reasons of Force Majeure.