



**SERVICE LEVEL AGREEMENT – IP BANDWIDTH**

These Special Conditions on Quality of Service are subject to the General Terms and Conditions in the Agreement between Vital and the Customer. These Special Conditions apply to Vital’s IP Bandwidth services.

The Availability and Quality of Service Guarantees (Section 1) only apply to the IP Bandwidth furnished by Vital.

IP Bandwidth is defined as the ability to connect to another device on the global internet via the Internet Protocol (IP) via Vital’s Bandwidth service. Availability is measured by the ability to exchange IP packets between the customers network and the global internet.

**1 Availability/Connectivity Guarantees**

**1.1 Backbone Network Availability**  
Vital guarantees that the Vital Backbone Network will be available to transmit data 99.99% of the time. Upon receiving a Service Credit Request, Vital will calculate the duration of the Vital Backbone Network Unavailability to the Customer.

See Section 5 hereof for the Service Claim Process.

**1.2 Latency Guarantee**  
Vital guarantees an average monthly Latency rate of 120 milliseconds or less on the Vital Backbone Network. Vital measures Latency at approximately fifteen (15) minute intervals and calculates the average at the end of each calendar month. Any customer who experiences average latency on the Vital Backbone Network in excess of 120 milliseconds, as calculated in any calendar month, upon compliance with the procedures herein, will be eligible to receive Service Credit as follows:

Average Vital Backbone Network latency in excess of 120 milliseconds in any calendar month: one (1) week Service Credit.

Average Vital Backbone Network latency in excess of 120 milliseconds in each of two consecutive calendar months: one (1) month Service Credit.

See Section 5 hereof for the Service Claim Process.

**1.3 Packet Loss Guarantee**  
Vital guarantees that Packet Loss shall not be more than one percent (1%) on the Vital Backbone Network during any calendar month. Vital measures packet loss on the Vital Backbone Network at approximately fifteen (15) minute intervals and calculates the average at the end of each calendar month. Any customer who experiences a packet loss on the Vital Backbone Network in excess of one percent (1%) during any calendar month will, upon

compliance with the procedures herein, be eligible to receive a one (1) day Service Credit.

See Section 5 hereof for the Service Claim Process.

**1.4 Amount of Service Credit for Unavailability**  
The amount of Service Credit that may be granted, upon compliance by the customer with the procedures set forth in Section 8 herein, for failure to comply with the Backbone Network Availability Guarantee set forth above shall be:

Unavailability for any four (4) hour period or part thereof in any calendar month: one (1) day Service Credit for the relevant recurring service fees..

Events described in Section 3 shall NOT be considered as Unavailability.

**2 Monitoring and Restoration of Service**

**2.1 Restoration of Service**  
In the event of Vital discovering or receiving notice of a performance problem (an "Incident"), Vital will take all commercially reasonable action to determine the source of the Incident.

Within Three (3) hours of discovering or receiving notice of the Incident, Vital will determine whether the source of the problem is limited to the Collocated customer equipment or the Vital supplied equipment, connecting the Collocated customer equipment to the Vital Backbone Network. If Vital determines that the Co-located customer equipment or the Vital supplied equipment is not the source of the problem, Vital will determine the source of the problem within an additional Three (3) hour period. In either event, Vital will notify the customer of the source of the problem within one (1) hour of identifying the source.

If the source of the Incident is within the control of Vital, Vital will take all commercially reasonable steps to remedy the Incident within Four (4) hours of determining the source thereof. If the source of and remedy to the Incident reside outside of the Vital LAN, The customer shall have responsibility for remedying the Incident. Vital will use commercially reasonable efforts to notify the party/ (ies) responsible for the source of the Incident and co-operate with it (them) to resolve such problem as soon as possible.

See Section 5 hereof for the Service Claim Process.

If Vital takes steps to correct a Customer reported fault in the service and finds that there is no such fault, Vital may assess a “no fault found” charge to recover its reasonable

costs of investigating the reported fault. For greater certainty, Vital shall not assess a no fault found charge in connection with fault reporting which originates with Vital or its network monitoring activities. If there is an Vital alarm then the above shall not apply, except where due to an act or omission of the Customer.

**3 Exclusions**

The Service Level Guarantees set forth herein do not apply to Incidents attributable to any of the following events or occurrences: events outside the reasonable control of Vital; Force Majeure events; planned maintenance; other interruptions scheduled by Vital or requested by the Customer; improvements to software or equipment effected by Vital; works done by Vital for the purpose of improving the Services - within the scheduled and prior notified maintenance periods; incidents attributable to equipment, circuits, software, applications, or other facilities of the Customer; any act or omission by the customer or one of the customer's end-users, subcontractors, customers or suppliers; any interruption or incident attributable to a third party telecommunications operator, or any interruption otherwise permitted under this Agreement.

**4 Scheduled Maintenance**

Whenever possible, Vital will notify the customer by e-mail at least 48 hours before any scheduled interruption of the service, describing the nature of the interruption. Whenever possible, said interruptions shall be scheduled on Tuesdays, between 12:00 a.m. and 5:00 a.m. GMT.

**5 Service Claim Process**

In order to receive any Service Credits described herein, except the Installation Guarantee, the customer must notify Vital within five (5) working days in writing from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit.

Vital shall acknowledge receipt of all Service Credit Requests via email to the administration contact no later than the next succeeding business day after the receipt and shall review all requests within 14 days of receipt. The customer will be notified via email upon resolution of the request.

**6 Service Credit**

If the Customer's Service Credit is approved, Vital shall issue Service Credit to the Customer's account. The Service Credit shall appear on the Customer's statement/invoice in the month following the month in which the Service Credit is approved.

The Service Credit shall be the Customer's sole remedy for any failure by Vital to comply with the Quality of Service obligations set forth in these Special Conditions, to the exclusion of any other claim or remedy, for damages or other relief.

The issuing of Service Credit by Vital is dependent on the Customer's compliance with the terms and conditions of the Agreement. The failure of the customer to comply therewith may invalidate Vital's Guarantees provided herein. Furthermore, Vital shall not be held liable for failure to fulfil its obligations hereunder if such failure is due to the Customer's tampering with any equipment.

Events under Service Guarantee as described in Section 2 are cumulative per calendar month. The amount of Service Credit issued shall not be cumulative. If Vital fails to comply with more than one Service Guarantee with respect to the customer during a calendar month, then only the guarantee producing the greatest awarded Service Credit will be considered for the granting of Service Credit. Furthermore, if the customer receives more than one service, Service Credits will not be considered for services that were not affected by Vital's failure to comply with any Guarantee.

The total amount of Service Credit granted by Vital shall not exceed the value of the Monthly Charge paid by the customer for the service for which Vital failed to comply with any Guarantee.

**7 Termination Option for Persistent Unavailability**

The customer may terminate this Agreement for cause and without penalty by notifying Vital within five (5) working days following the end of a calendar month in the event that either of the following occurs:

The customer experiences more than fifteen (15) Unavailability periods resulting from three (3) or more non-consecutive Unavailability events (as described in Section 2) during the calendar month;

OR

The customer experiences more that eight (8) consecutive hours of Unavailability due to any single event.

Termination shall not be possible if the Unavailability is attributable to an event or occurrence referred to in Section 3. Any termination pursuant to this Section will be effective thirty (30) days after receipt of such notice by Vital.

**8 Modifications & Amendments to the Special Conditions for SLA**

Vital undertakes an on-going review of its processes and procdures. This may result in a need to modify this SLA from time to time and Vital reserves the right to adjust as necessary.

