



# Metro Wireless Service Level Agreement (SLA)

Service	Target SLA
Last Mile Connectivity	99.99%
IP Network Connectivity	99.999%
Circuit Latency	<50ms
Packet Loss	<1%
Power Plant	100%

## Last Mile Connectivity - 99.99%

Metro Wireless guarantees that access to the internet shall be available 99.99% of the time in a given month. Network uptime includes all owned and operated Internet Protocol (IP) routing network infrastructure including switches, routers, and cabling. In the case of unavailability credits shall be applied as listed in SLA.

## IP Network Connectivity - 99.999%

Metro Wireless operates a core IP network throughout redundant data centers. All circuits provided are capable of redundant routing to multiple BGP blended carrier access. This ensures that there is never a single path to the Internet in the case of a long haul failure by a Tier 1 Internet transit provider.

## Circuit Latency - <50ms

Metro Wireless guarantees round trip Latency on the Metro Wireless network shall be 50ms or less. You shall be entitled to (1) one days credit of fees paid for bandwidth should Metro Wireless fail to meet aggregate Network Latency target during any calendar month.

## Packet Loss - <1%

Metro Wireless guarantees <1% or less packet loss within our network. If packet Loss is exceeds 1% during a given month, You will be eligible for a credit equal to (1) one day of fees paid for bandwidth.

## Power Plant (UPS/Battery/Generator) - 100%

Metro Wireless guarantees that electrical power will be available 100% of the time in a given month. If You experience downtime You will be eligible for a credit equal to (1) one day of total monthly fees related to affected service

### **General Terms Governing Interruptions in Service.**

Interruptions in Service that are not caused by You, or during which Metro Wireless does not provide a satisfactory replacement Service, may be credited to the You for the part of the Service that the interruption affects. Credit allowances will only be made when an interruption occurs because of a failure of any component furnished by Metro Wireless. An interruption period begins from the time Your Service is reported or is found to be out of Service. An interruption period ends when the Service, facility or circuit is operative. If You report a Service, facility or circuit to be inoperative but decline to release it for testing and repair, it is considered to be impaired, but not interrupted. For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

### **Limitations on Allowances.**

No credit allowance will be made for: (a) interruptions due to the cause of, negligence of, or noncompliance with this Agreement or any posted policy of Metro Wireless by, You or Your Users; (b) interruptions of Service during any period in which Metro Wireless is not given full and free access by You to Your facilities and equipment for the purpose of investigating and correcting interruptions; (c) interruptions of Service during a period in which You continue to use the Service on an impaired basis; (d) interruptions of Service during any period when You have released Service to Metro Wireless for maintenance purposes or for implementation of an Order placed by You for a change in Service arrangements; and (e) interruption of Service during a time period in which Metro Wireless provides a satisfactory replacement Service.

### **Cancellation for Service Interruption.**

Cancellation or termination of Your Service due to Service interruption is permitted only if any circuit experiences a single continuous outage of 7 days or more or cumulatively for 14 days within a continuous 12-month period. The right to cancel Service under this provision only applies to the single circuit that has been subject to the outage.

### **Credit Request and payment**

You may apply for an SLA credit by submitting a request to [support@metrowireless.com](mailto:support@metrowireless.com) within (7) seven business days of the initial outage. Valid credits will be applied to Your invoice within two billing cycles after receipt of Your request.

### **Up to one hour = 1 hr credit**

- > 60 minutes = 1 day credit aggregate duration of outages during a 30 day period
- > 8 hrs = 1 week credit aggregate duration of outages during a 30 day period
- > 18 hrs = 1 month credit