

Northland Communications

Dedicated Internet, Cloud, Colo and MPLS Services Service Level Agreement (SLA)

Revision 03.07.23



Introduction

Northland's Service Level Agreement (SLA) specifies minimum service levels measured as Service Availability, Network Latency, Packet Loss and Jitter. This SLA applies to Cloud and Colocation services and Internet and MPLS services delivered over T1, Ethernet, fiber optic facilities and wireless only.

1. Service Availability for Network Connectivity

Service Availability is defined as a customer's ability to exchange IP packets with Northland's network through network components provided or owned by Northland. Service availability is continuously monitored by logging any connectivity status changes on the customer's router. If there is no connectivity for 30 consecutive minutes, the service is considered to be in an outage situation. A service outage begins when the Customer reports a service to be interrupted and releases to Northland for repair. A service outage ends when the service is operative. If the outage is a result of a failure of any component on Northland's network or customer premise equipment supplied and managed by Northland, Northland will issue a credit based on the length of the outage, subject to the "Eligible Service Credits" and "Service Credit Process" below. Service outages caused by planned maintenance, unauthorized modification of installed hardware, excessive bandwidth use caused by the customer, power failures or failure of any customer premises equipment or network services obtained from a source other than Northland are not covered by this Service Availability Agreement and are not eligible for credit. Situations where Northland cannot reach the technical contact and/or arrange access to customer premise for repair may also not be eligible for some or all credit.

Minimum Service Level Guarantee Metric

The following metric describes the minimum percentage of time each month that network connectivity is guaranteed to be available, subject to exclusions above. Should this target not be met, the customer may be eligible for credit as described above.

Service Level Guarantee	Metric
Network Availability	99.999%

2. Service Availability for Business Unlimited Hosted Voice Services

Service availability for Business Unlimited is defined as Northland's ability to provide a fully functional infrastructure that can support a hosted telephone system. The infrastructure enables a customer to place and receive telephone calls and benefit from voice applications included with the service.

Service availability is continuously monitored by logging the operational status of Northland's voice services. If the infrastructure that supports the customer's service is inoperable for 30 consecutive minutes, the service is considered to be in an "outage" situation. A service outage begins when the Customer reports a service to be interrupted and releases to Northland for repair. A service outage ends when the service is operative.

Service outages caused by planned maintenance, issues caused by customer's operating system or software applications, excessive bandwidth use caused by the customer or failure of equipment or network connections at the customer's location are not covered by this Service Availability Agreement and are not eligible for credit.

3. Service Availability for Cloud Computing Services

Service availability for cloud servers is defined as Northland's ability to provide a fully functional infrastructure that can support a running operating system based on the specifications (RAM, CPU and Disk) purchased by the customer.

Service availability for cloud storage and cloud backup is defined as Northland's ability to provide storage that is operable and readily available to customers over network connections (such as internet or MPLS connections).

Service availability is continuously monitored by logging the operational status of Northland's cloud infrastructure. If the infrastructure that supports the customer's service is inoperable for 30 consecutive minutes, the service is considered to be in an "outage" situation. A service outage begins when the Customer reports a service to be interrupted and releases to Northland for repair. A service outage ends when the service is operative.

Service outages caused by planned maintenance, issues caused by customer's operating system or software applications, excessive bandwidth use caused by the customer or failure of equipment or network connections at the customer's location are not covered by this Service Availability Agreement and are not eligible for credit.

4. Service Availability for Colocation Services

Service availability for Colocation services is defined as Northland's ability to provide a fully functional infrastructure that provides physical space, electrical power and network connectivity

as defined in the customer's service contract.

Service availability is continuously monitored by logging the operational status of Northland's physical infrastructure. If the infrastructure that supports the customer's service is inoperable for 30 consecutive minutes, the service is considered to be in an "outage" situation. A service outage begins when the Customer reports a service to be interrupted and releases to Northland for repair. A service outage ends when the service is operative.

Service outages caused by planned maintenance, issues caused by customer's equipment or software applications, excessive bandwidth use caused by the customer or failure of equipment or network connections at the customer's location are not covered by this Service Availability Agreement and are not eligible for credit.

5. Network Latency Guarantee

Network Latency refers to the amount of time (Round Trip Time) that it takes for an IP packet to traverse Northland's network backbone. Northland monitors latency at regular intervals and compiles the data into a monthly average. Northland target objective is to maintain the following standard:

Type of Connection	Metric
T1, Ethernet, Optical and licensed point to point wireless	45ms

Network Latency Credit: In the event that guaranteed network latency measurements are not met during any one calendar-month period, Northland will provide a credit equivalent to one (1) day of service charges (based on 1/30th of the monthly service charge).

6. Packet Loss

“Packet Loss” is a measurement of the percentage of packets that are dropped on the Northland network backbone. Northland monitors packet loss at regular intervals and compiles the data into a monthly average. Northland’s target objective is to meet the following standard:

Type of Connection	Metric
T1, Ethernet, Optical and licensed point to point wireless	.05%

Packet Loss Credit: In the event that guaranteed packet loss measurements are not met during any one calendar-month period, Northland will provide a credit equivalent to one (1) day of service charges (based on 1/30th of the monthly service charge).

7. Jitter

“Jitter” is a measurement of packet delay variation between network nodes on the Northland network backbone. Northland monitors jitter at regular intervals using packet tests and compiles the data into a monthly average. Northland’s target objective is to maintain the following standard:

Type of Connection	Metric
T1, Ethernet, Optical and licensed point to point wireless	2ms

Jitter Credit: In the event that jitter loss measurement standards are not met during any one calendar-month period, Northland will provide a credit equivalent to one (1) day of service charges (based on 1/30th of the monthly service charge).

8. Mean Time to Restore

The mean time to restore (MTTR) measurement is the average time between the start of a service impacting issue and the resolution of the issue.

There are two (2) priority levels of Trouble Ticket severity (Critical and Major).

MTTR objectives for each severity level is:

Severity 1 – Critical	Average within 2 hours
Severity 2 – Major	Average within 4 hours

“Severity 1 – Critical” is defined as a complete outage affecting Customer’s Service.

“Severity 2 – Major” is defined as a partial outage or service degradation affecting Customer’s Service.

9. Exclusivity of Remedy

The credits described herein are customer’s sole remedy for failure to meet any criteria, standard, measurement, goal, or objective set forth in this Service Level Agreement, regardless of cause. In no event shall the cumulative credits for all missed measurements and service outages in any month exceed the payments by Customer for charges applicable to the impacted service in that month.

10. Calculation of Credits for Service Outages

A credit allowance will be given, upon request of the customer to the business office, for outages of 30 minutes or more. Credit allowances will be calculated as follows:

- If the outage continues for less than 24 hours:
 - 1/30th of the monthly rate if it is the first outage in the same month
 - 2/30ths of the monthly rate if there was a previous outage of at least 24 hours in the same month.
- If the outage continues for more than 24 hours:
 - If caused by a storm, fire, flood or other condition out of Northland’s control, 1/30th of the monthly rate for each 24 hours of outage
 - For other outage, 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof);

however, if service is interrupted for over 24 hours, more than once in the same month, 2/30ths allowance applies to the first 24 hours of the second and subsequent outages.

Two or more outages of 15 minutes or more during any one 24-hour period shall be considered as one outage.

A maximum of 15/30ths allowance would be provided in any one month.

11. Eligible Service Credits

Credits are based on the charges related only to the affected service. This excludes credit for any other fees that might be charged to the customer. This includes, but is not limited to, set-up fees, local loop fees, muxing charges, and fees for additional services such as additional IP addresses, support charges, and other services.

12. Service Credit Process:

Filing Period

Claims for service availability credits must be submitted within 2 weeks of the event. Network Latency, Jitter and Packet Loss claims must be submitted within 30 days after the last day of the month when service levels are not met.

Claim Process

Customer must submit the required information by electronic mail to:

customersupport@northland.net

Northland will acknowledge all claims within two business days and will review all claims within ten business days of receipt. Customer will be informed by electronic mail whether the appropriate service credit claim will be granted or rejected. If rejected, the notification will specify the basis for rejection. Customer has the right to contest any rejection of credit issued by Northland.

Required Information

The claim must include the following information:

- a. Organization name
- b. Administrative Contact's name and contact information
- c. Date and beginning/end time of outage or failed metric
- d. Brief description of the characteristics of the outage or failed metric.

Credit Process

Approved Service Level Guarantee credits will be applied to the Customer's billing during the billing cycle following the claim approval.

13. Policy Change

Northland reserves the right to change, amend, or revise this policy at any time.

The Northland Network does not include equipment located at Customer's premises whether or not provided by Northland, telephone circuits or networks between a POP and Customer's location, inactive POPs, or any networks, network equipment, or telephone circuits not owned or controlled by Northland.