



5625 W Waters Avenue, Suite E  
Tampa, FL 33634  
Phone: 866-KUDUCOM | Fax: 866-860-7795  
KUDUCOM.com

## Internet and Wireless Service Level Agreement

### INSTALLATION

Circuit installation within 25 days of the Date of Order, excluding delays due to Customer request, Customer premises insufficiency or weather. Installations exceeding this target are eligible for a credit of 50% of the first monthly recurring charge for the affected circuit. Credits must be requested in writing within 30 calendar days of the installation date.

### SERVICE AVAILABILITY

99.999% availability each calendar month. For service outages exceeding this target, credits may be requested for the affected circuit as follows: - Exceeding target, up to 12 hours continuous outage: 25% of monthly recurring charge ("MRC") - Subsequent 12-hour increment of continuous outage: 25% of MRC - By definition, a circuit is experiencing an outage if no traffic is exchanged on the circuit, or if KUDUCOM is unable to ping the local CPE at customer premise (customer CPE must be configured to allow pings from KUDUCOM network if KUDUCOM is not providing CPE). Outage hours are rounded to the nearest hour and based on the time a Trouble Ticket is created, as indicated by the time stamp on the Trouble Ticket. Trouble ticket can be created simply by emailing [Support@kuduc.com](mailto:Support@kuduc.com).

### RESPONSE TIME

KUDUCOM's goal is to commence service restoration within 4 hours following notification of an outage. THROUGHPUT: 100% throughput on links between the Customer Premise Radio and the linked Access Point (for PtP links) or the KUDUCOM Point of Presence (POP). If the circuit is continuously and chronologically documented through KUDUCOM tests and Trouble Tickets as functioning below the guaranteed throughput for 30 consecutive days, service may be disconnected without early termination penalty. KUDUCOM does not guarantee throughput from devices beyond the Customer Premise Radio or the Access Point/POP (e.g. from a customer-side computer to the Internet) due to effects of external factors such as Internet congestion and protocol overhead.

### LATENCY

Maximum average latency of 25 milliseconds from Customer Premise Radio through the KUDUCOM POP. Average latency is the hourly average of the latency tests performed on a circuit. Average latency is not measured when a circuit is experiencing a service outage, or when circuit is under extreme load. If the average latency exceeds the guaranteed maximum in a calendar month, credits may be requested for the affected circuit as follows: -25% of monthly recurring charge ("MRC"). Test points for latency are designated solely by KUDUCOM. Testing must be done during a period in which the only traffic on the circuit is the test traffic. In the case of continuous high latency exceeding KUDUCOM's service guarantees, KUDUCOM reserves the right to recommend the disconnection of the affected circuit without penalty of breach.

### GENERAL

Customer's exclusive remedy for performance breach is repair of service and credits towards future service as outlined in this Service Level Agreement. All credits must be requested in writing within 30 days

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of the performance breach or deemed waived. Request for credit must be emailed to [Billing@kuduc.com](mailto:Billing@kuduc.com). All monies owed KUDUCOM and not in dispute must be paid in full before a credit is applied. In no case shall the sum of credits during a calendar month exceed the monthly recurring charges for the affected services. In no case shall credits be issued when KUDUCOM determines, in its reasonable commercial judgment, that the delay, outage or failure was not due to KUDUCOM's facilities, equipment or personnel. KUDUCOM will not be responsible for and will not issue credits for delays, outages or failures due to any situation or event beyond KUDUCOM's direct control; including but not limited to obstructions, windstorm, flood, lightning or other weather-related events, interruption of power or other utilities, acts of war, acts of God, terrorism, accidents, acts or omissions by the customer or defects in equipment owned or maintained by the customer. This SLA may be modified by KUDUCOM at its sole discretion and the governing SLA for any circuit shall be that in effect upon the Date of Order. Date of Order is upon acceptance by KUDUCOM of customer-signed order form with accompanying requisite prepayments. All credits will be calculated solely by KUDUCOM and will be based on a 30-day month for the affected service.

**AMENDMENTS**

KUDUCOM reserves the right to amend the SLA from time to time effective upon the posting of revised SLA metrics on [KUDUCOM.com](http://KUDUCOM.com)

**KUDUCOM**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

**Customer:** \_\_\_\_\_

Signed By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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