

## Combined Internet Service Level Agreement

### SERVICE AVAILABILITY

**Standard:** 99.9% availability each calendar month.

**DIA:** 99.99% availability each calendar month.

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 or NID. If customer would like KUDUCOM to monitor the customer provided CPE, pings must be permitted from the KUDUCOM network at customer premise. 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@kuducom.com](mailto:Support@kuducom.com).

### RESPONSE TIME

**Standard:** 24-hour response within standard business hours (M - F, 8am - 5pm)

**DIA:** 4-hour response with no limitation to day or time

KUDUCOM's response time commitments refer to the period between the creation of a trouble ticket and the initiation of diagnostic or dispatch activity by KUDUCOM personnel. Response time does not guarantee the restoration of service, but ensures that KUDUCOM begins active troubleshooting within the stated timeframes. All response-time measurements are based on the timestamp of the submitted trouble ticket, which may be created by emailing [Support@kuducom.com](mailto:Support@kuducom.com) or by contacting the KUDUCOM Support Line. Actual repair times may vary depending on the nature and complexity of the issue, site access, third-party dependencies, or conditions beyond KUDUCOM's control.

### BANDWIDTH

**Standard:** Best effort defined as commercially reasonable efforts to provide the highest possible speeds within the constraints of a shared-access network design.

**DIA:** Guaranteed to deliver 100% of the committed bandwidth (upload and download) at the demarcation point. Tested throughput may vary, but no more than 10%.

KUDUCOM guarantees that Dedicated Internet Access (DIA) circuits will deliver the full committed bandwidth (CIR) specified in the Customer's service order. Shared broadband services (e.g., Business Internet, coax, or fixed wireless shared access) are delivered on a best-effort basis and may experience normal fluctuations based on network conditions. Bandwidth can only be guaranteed from customers service to the KUDUCOM edge network. While KUDUCOM does optimize routes for fastest access to common internet services, KUDUCOM cannot control other companies or providers network congestion.

### LATENCY

**Standard:** 1 - 50 milliseconds

**DIA:** 1 - 15 milliseconds

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, a 25% MRC credit may be requested for the affected circuit.

All testing methodologies, test points, tools, and measurement criteria 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.

## **CREDIT REQUEST PROCESS**

For service outages, credits may be requested for the affected circuit as follows:

Up to 12 hours continuous outage: 25% of monthly recurring charge

Subsequent 12-hour increment of continuous outage: +25% of monthly recurring charge

Intermittent outages totaling an equivalent duration do not constitute a continuous outage unless otherwise agreed. All credits must be requested in writing within 30 days of the performance breach or deemed waived. Request for credit must be emailed to [Billing@kuducom.com](mailto:Billing@kuducom.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.

## **GENERAL**

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, defects in equipment owned or maintained by the customer or any other force majeure events. 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. 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). KUDUCOM is not responsible for performance degradation caused by customer LAN congestion, firewall restrictions, CPE misconfiguration, Wi-Fi interference, or devices that cannot pass the committed bandwidth.

## **AMENDMENTS**

KUDUCOM reserves the right to amend the SLA from time to time effective upon the posting and distributions of revised SLA metrics.