

TENNESSEE WIRELESS SERVICE LEVEL AGREEMENT

SMALL BUSINESS

1. Services

The service covered under this SLA is defined in the included Service Order and shall not be interpreted as referring to other services offered by Tennessee Wireless or any third-party provider. Services under this SLA shall only be entitled to credits consistent with the terms of this SLA and shall not be subject to credits under any other agreement or arrangement that may exist between Tennessee Wireless and Customer. To the extent of any conflict between the terms of this SLA and such other agreement with respect to service credits, this SLA shall govern.

2. Definition

a) Service Outage:

A service outage is defined as the complete unavailability or degradation of Services during any unscheduled period of time except that Tennessee Wireless is not responsible for failure to meet performance objectives for any of the following reasons which shall not be deemed a Service Outage (collectively, "Exclusions"):

- i. Any Service Outage for which Customer may have previously obtained credit or compensation outside the terms of this SLA;
- ii. Actions, failures to act or delays by Customer or others authorized by or acting on behalf of Customer to use the Services;
- iii. Failure of power, equipment, services or systems not provided by Tennessee Wireless including, but not limited to, other providers' networks and interconnections to or from and connectivity with other Internet service providers' networks;
- iv. Customer owned or leased equipment or facilities (e.g., Customer's local area network);
- v. Failure of Customer to afford Tennessee Wireless or its agents access to the premises where access lines associated with the Services are terminated;
- vi. Election by Customer not to release the Services for testing and/or repair during which time Customer continues to use Services;
- vii. Maintenance activities (including planned and emergency) as set forth in Section 5 of this SLA;
- viii. Implementation of a Customer order that requires Services interruption;
- ix. Failure to report a service outage to Tennessee Wireless or reporting of a trouble where no trouble was found;
- x. Labor difficulties, governmental orders, civil commotion, acts of God, and other circumstances beyond Tennessee Wireless's reasonable control; and
- xi. Failure of equipment or systems responsible for network measurements.

b) Calendar Month:

For the purpose of this SLA a Calendar Month is based on 60 Minutes/Hour, 24 Hours/Day, 30 Days/Month = 43,200 average monthly minutes. In no event, shall any obligation for a service credit arise under this SLA until such time as the Services are fully installed and operational.

3. Service Levels**a) Network Availability:**

Tennessee Wireless's target for Network Availability is 99.9% for any given month. Network Availability will be determined as an average of actual circuit availability as a percent of total potential circuit availability measured on a monthly basis.

b) Latency:

Tennessee Wireless's target for Latency is **32ms** or less for one-way network transit delay for a standard 64-byte ping from the customer premise equipment (CPE) to any Tennessee Wireless edge router.

c) Packet Delivery:

Tennessee Wireless's target for Packet Delivery is 99.9% for any given month. Packet Delivery will be determined as an average of actual packet delivery as a percentage of total packets.

4. Credits

Tennessee Wireless calculates network outages commencing on the date and time of the opening of a Trouble Ticket and ending at the close of the same Trouble Ticket by Tennessee Wireless Technical Support. Customer must contact Technical Support to report outages or performance issues and must work with Technical Support to resolve such issues in a timely manner. Upon resolution of the problem and close of the Trouble Ticket, Customer must contact Customer Service within five (5) business days to request a SLA credit and reference the Trouble Ticket assigned. Any credits determined to be due by Customer Service will be credited towards the next month's charges and may not be deducted from any current outstanding charges. If Customer has pre-paid service, credits will accrue on the account and may be received as a refund at the end of the service term or applied to contract renewal. The amount of credit to be issued will be determined as follows:

- a) **Network Availability** - Should network availability fall below 99.9% in any given month, a credit equal to 1/30th of the monthly rate will be issued for each 4-hour increment of the outage, to a maximum of 50% of the monthly billing rate in any given month.
- b) **Latency or Packet Delivery** - A credit equal to 1/30th of the monthly rate will be issued for any documented Latency or Packet Delivery issue. In the event that Customer is entitled to multiple credits under this SLA arising from the same event, such credits shall not be cumulative and Customer shall be entitled to receive only the maximum single credit available for such event.

5. Maintenance

As set forth above, maintenance activities are Exclusions and do not constitute a Service Outage for purposes of this SLA. Tennessee Wireless reserves the right to schedule maintenance and upgrades to the network 7 days a week from 12 a.m. to 6 a.m. in the local time zone of the affected area or with reasonable advance notice outside these time frames.

a) Scheduled Network Maintenance

The term “Scheduled Network Maintenance” refers to upgrades or modifications to network equipment software, network equipment hardware, or network capacity. Scheduled Network Maintenance may temporarily degrade the quality of Customer’s Services. Tennessee Wireless takes every reasonable precaution to minimize the duration of any impacts during the Scheduled Network Maintenance window. Such effects related to Scheduled Network Maintenance shall not give rise to credits under this SLA and shall not be deemed a Service Outage. Scheduled Network Maintenance shall be undertaken **between the hours of 12:00AM and 6:00AM of the local time zone.**

b) Emergency Network Maintenance:

The term “Emergency Network Maintenance” refers to efforts to correct network conditions that are likely to lead to a material Service Outage and that require immediate action. Emergency Network Maintenance may temporarily degrade the quality of Customer’s Services, including the possibility of causing short-duration outages. Such effects related to Emergency Network Maintenance shall not give rise to credits under this SLA and shall not be deemed a Service Outage. Tennessee Wireless may undertake Emergency Network Maintenance at any time deemed necessary to preserve network services.

6. Limitation of Liability

Tennessee Wireless’s total collective liability for any Claims (including negligence or otherwise) to Customer under this SLA during any contract year is limited to 20% of the total annual billing for the Service. In the event Customer would receive credits in any given month equal to 50% of the monthly rate, or an individual credit that would put the accumulated credit for a contract year over the 20% annual threshold, Customer shall have the option to cancel service at that time without penalty. Except for the credits identified in this SLA, this SLA does not modify or amend the written contract executed by the parties or the Acceptable Use Policy to which Customer is subject, whichever is applicable, including but not limited to any warranty disclaimers or limitation of liability provisions.

THE PROVISIONS OF THIS SLA ARE CUSTOMER’S SOLE AND EXCLUSIVE REMEDIES FOR TENNESSEE WIRELESS’S FAILURE TO MEET THE STANDARDS IN THIS SLA AND ANY OTHER NETWORK, EQUIPMENT OR SERVICE ISSUES.

Updated 12/13/2023.