



novanetworks

Service Level Agreement Metro-Cloud Service

1. Uptime Guarantee – 99.99%:

1.1 Nova Networks aims to provide Service availability of 99.99% or better. If this target is not met, Nova Networks will credit the customer on application with 50% of the monthly charge.

1.2 Penalty charges will be credited to the Customer's account on the next billing month. Calculation of penalty charges will be performed by Nova Networks based on records from our NOC monitoring station.

2. Network Latency/Jitter <= 20ms:

2.1 Nova Networks aims to provide a maximum average network latency from the CPE to Cork Internet eXchange of 20ms. This latency is calculated by sending ping packets from the Nova NOC monitoring station to the Customer's CPE and recording the response times.

2.2 Nova Networks aims to provide a maximum average network jitter from the CPE to Cork Internet eXchange of 20ms. This jitter is calculated by sending ping packets from the Nova NOC monitoring station to the Customer's CPE and recording the response times.

2.3 If one or both of the latency or jitter figures exceeds their above specified values, Nova Networks will be liable to credit the account of the Customer with a penalty charge equivalent to 25% of the monthly charge.

601 Harbour Point Business Park, Little Island, Co. Cork
Phone: 021 242 9560 Email: info@novanetworks.ie Web: www.novanetworks.ie

Registered office as above, Registered in Ireland, Registration No. 384966 Directors: D. Mc Donald, P. Mc Donald

3. Response Times, Fix Times & Customer Updates

3.1 For faults resulting in a total loss of service, Nova Networks aims to provide a Response-Time of 2 business hours and a Fix Time of 4 business hours and customer updates every hour as requested. For faults requiring on-site or external work/rigging, Nova Networks will make a decision to dispatch a maintenance crew within 4 hours of an outage occurring and will aim to have a crew on-site as soon as is possible, subject to safe working conditions, e.g. weather, light, etc. and subject to plant hire availability, mast-owner access procedures.

3.2 For faults resulting in a degradation of service with some connectivity in place, Nova Networks aims to provide a Response-Time of 4 hours, a Fix Time of 24 hours and customer updates every 4 hours as requested, subject to the same on-site conditions in 3.1 above.

3.3 For customer-owned network plant, Nova Networks can provide an incident-based support service as required to repair any service-related faults or a separate maintenance contract can be requested by the customer. Customer-owned network plant is excluded from SLA parameters.

4. Planned Maintenance Work

4.1 The Nova network is constantly being upgraded and improved, however, we make huge efforts at all times not to affect our customers' services during these activities. As such any planned maintenance work on SLA-carrying parts of the network is generally carried out during the Planned Maintenance Window (Midnight – 8am) and is always kept to an absolute minimum. Planned maintenance work is not included in downtime calculations.

5. Emergency Maintenance Work

5.1 From time to time, there may be occasions where emergency maintenance work needs to be carried out for the integrity of the network. Emergency maintenance is not included in downtime calculations and we endeavour to give as much notice to the Customer as is reasonably possible.

6. Amendments to SLA / Contract

6.1 Nova Networks reserves the right to amend this SLA from time to time. The Customer will be given at least 30 days notice of any amendments.

7. Acceptance

I, the undersigned, accept this Service Level Agreement and all items contained therein and certify that I am authorised to do so on behalf of the customer:

Signed: _____

Date: _____

Company: _____

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