



A Tulalip Tribes Company

Salish Networks
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Service Level Agreement – Business Customers

System Availability Expectation: Salish Networks is expected to provide at least 99.86% *system availability during any calendar month. System availability will be calculated as follow:

- NMAA = Number of minutes actually available in current month
 - NMCM = Number of minutes in the current month
 - 28 day months = 40,320 minutes
 - 30 day months = 43,200 minutes
 - 31 day months = 44,640 minutes
 - NMDM = Number of minutes due to maintenance (Scheduled and Emergency)
 - NMDO = Number of minutes due to other parties
- $(NMAA / (NMCM - NMDM - NMDO)) * 100 = \% \text{ System Availability}$
- Example: $(43000 / (43200 - 120 - 0)) * 100 = 99.8\% \text{ System Availability}$

*System availability of 99.86% excludes scheduled maintenance, emergency maintenance, or system outages.

Payment Terms: Services will be billed as per service agreement. First month bill may be prorated as necessary to match the current billing cycle. Billing will continue until terminated by either party with a written notice in accordance to service agreement. Services may be interrupted or terminated for non-payment without notice or liability if payment is more than 30 days late. Late and reconnection fees will apply.

Maintenance Responsibilities: Salish Networks will install, own, operate and maintain the facilities necessary to provide dark fiber, Internet services and phones (as applicable) to the Customer between the various demarcation points. Customer will provide, at no cost to Salish Networks, a location for either a wall or rack-mount LIU for dark fiber services, adequate power and rack location for a Salish Networks owned network switch, or rack mount LIU/fiber patch panel as necessary for Internet or phone services.

- For dark fiber service, Salish Networks will be responsible for all necessary fiber, equipment, patch cables, cross connects and LIU's between Salish Networks and the Customer side of the fiber patch panel(s) at each Customers location. Customer will be responsible for all other parts/components.
- For Internet service, Salish Networks will be responsible for all necessary fiber, copper, equipment, patch cables, cross connects, or Salish Networks owned network switches/routers and GBIC's necessary to provide Customer with either an Ethernet or Fiber Network Connection as agreed upon in the service order. Customer will be responsible for all other parts/components.
- For phone service, (copper, coaxial or fiber based), Salish Networks will be responsible for all necessary fiber, copper, coaxial, equipment, patch cables, cross connects between the Customer side of the patch panel(s) at each Customers location served by Salish Networks. Customer will be responsible for all other parts/components.

Scheduled Maintenance: Salish Networks will provide reasonable advance notice to Customer of scheduled maintenance affecting services, and will use reasonable efforts to notify Customer of required maintenance. However, Salish Networks has the right to conduct emergency repairs/maintenance regardless of notification to Customer. Scheduled maintenance will be scheduled outside of normal business hours.

Emergency Maintenance: Salish Networks defines Emergency Maintenance as work necessary to prevent serious damage to property, equipment, or services.

System Outages: Unplanned downtime and subsequent repairs caused by unforeseen events such as power outages, natural disasters, or cyber-attacks.

Service Guarantee: Salish Networks will strive to maintain continuity of services at all times. If the Customer becomes aware of a service interruption or degradation, the Customer shall notify Salish Networks at 1-888-799-8079. Once Salish Networks has been notified, Salish Networks will verify services and report back to the Customer within two (2) hours after gaining access to each service affected location. Salish Networks will restore services as soon as possible or notify the Customer that the service affecting issue is not Salish Networks responsibility. If service outage is determined to be Customers responsibility, Customer will be billed for any labor (including a trip fee), parts and materials expended.

- Salish Networks currently charges (one-hour minimums with 15-minute increments there-after):
 - Monday – Friday 8:00 AM – 5:00 PM \$85.00/hour
 - Nights – \$127.50/hour
 - Weekend and Holidays – \$170.00/hour with a two hour minimum

If Salish Networks fails to maintain at least a 99.86% availability rate, Customer may, within thirty (30) days, request in writing a credit equaling two times the effective outage length for the affected service, not to exceed one month of fees. This is the Customer's sole remedy for loss of services.

Service Interruption (Response time of 2 hours): Services across Salish Networks infrastructure will be considered interrupted/unavailable if the customer experiences:

- For Dark Fiber Services:
 - Complete loss of network connectivity between Customers inter-connected locations.
- For Internet Services:
 - Complete loss of network connectivity between Customer and Internet.
- For Phone Services:
 - Loss of dial-tone to a primary (main) phone line.
 - Loss of dial-tone on more than 10% of secondary lines.
- For Cable Television Services:
 - Complete loss of picture or sound on one or more channels.

Service Degradation (Response time of 4 business hours): Services across Salish Networks infrastructure will be considered degraded if over a two (2) hour period, Customer experiences:

- Packet loss > .2% within the Salish network
- Latency > 5 ms unloaded testing within the Salish network
- Loss of dial-tone on 10% or less of secondary lines

Service Request: All other type of routine request for services will be considered a Service Request and will be handled as efficiently and quickly as possible. We strive to fulfill all Service request within one (1) working day, but may take up to five (5) working days. Completion of request will depend on the nature of the request as well as our current backlog of pending work orders.

Escalation Procedure: If Salish Networks does not meet the response time, the Customer may escalate the issue. Salish Networks will provide the Customer escalation procedures upon request.

Credits for loss of Service: Credits for loss/degradation of services will not be issued by Salish Networks, if failure to restore services is attributable to any of the following:

- Unavailability during any regular /scheduled or emergency maintenance of the fiber infrastructure or network devices
- Unavailability caused by the Customers applications, equipment, or facilities
- Access restrictions or delays that prevent Salish Networks staff from maintaining, testing or restoring services to Customers location(s)
- Unavailability due to acts or omissions of the Customers
- Unavailability due to network or service connectivity outside of Salish Networks control/responsibility
- Unavailability due to DDOS attacks
- Unavailability due to reasons of Force Majeure

Exclusive Remedy: Notwithstanding anything elsewhere to the contrary, the Credits in accordance with *Credits for loss of Service* above, shall be the Customer's sole and exclusive remedies available for any failure to meet its obligations under this SLA.

Changes to this SLA: Salish Networks may modify this Service Level Agreement at any time, provided that if Salish Networks makes any changes that materially adversely decrease the level of service, then it shall notify the Customer by email.