



Service Level Agreement

Updated 10/10/2018

Terms contained in this SLA are applicable to yondoo Broadband's Business Internet Access, IP Transit, and Point-to-Point Ethernet services. Unless otherwise specified in writing by yondoo Broadband, terms contained in this SLA are not applicable to other services that may be provided by yondoo Broadband from time to time.

Bandwidth Availability Guarantee

yondoo Broadband guarantees that subscribed bandwidth will be 95% available between any two points on yondoo Broadband's network at all times. yondoo Broadband does not guarantee that subscribed bandwidth will be 95% available between any two points on the Internet. Outside networks may experience technical issues or limitations that can impact your service's performance. While yondoo Broadband ensures that all points of ingress and egress do not reach their provisioned capacity, yondoo Broadband cannot ensure or verify the integrity of neighboring networks. If, for any reason, purchased bandwidth is not available as a result of congestion on yondoo Broadband's network, applicable account credits will be issued in accordance with the credit schedule.

Intrusive Testing Procedure

If a service's performance is believed to be degraded or incapable of using its subscribed bandwidth, yondoo Broadband may determine that it is necessary to perform additional tests to verify the availability of subscribed bandwidth and re-certify the service's integrity. Intrusive testing may involve disconnecting network equipment and/or disrupting live traffic across your network. yondoo Broadband will schedule an intrusive testing window between 9AM to 5PM local time, Monday through Friday to meet the needs of the Customer, at which time, a Customer representative must be on-site. For purchased bandwidth of 1 Gbps, the usage of specialized testing devices may be required to achieve desired throughput. yondoo Broadband does not make any representations or warranties as to the performance of your computers, peripherals, or other network hardware and/or their abilities to sustain data transfers at any purchased bandwidth level. You agree to participate in intrusive testing if yondoo Broadband engineers determine that these tests are necessary in demonstrating bandwidth availability. yondoo Broadband reserves the right to deny the issuance of account credits otherwise

allocated under its service guarantees when a request for intrusive testing is refused. If an on-site service call is required and intrusive testing by a yondoo Broadband engineer reveals full bandwidth availability and no service degradation, a dispatch fee of up to \$350 may apply.

Service Availability

yondoo Broadband guarantees that your service's connection to the Internet will be available at up to 99% of the time averaged over 1 year. Disruptions to your service that result in the inability to access the Internet in its entirety may result in the application of account credits in accordance with the credit schedule. There are many factors outside of yondoo Broadband's control that may result in service disruption including, but not limited to, scenarios documented elsewhere in this agreement. The determination of service availability is made at yondoo Broadband's sole discretion.

Packet Loss

yondoo Broadband guarantees that packet loss between any two points on yondoo Broadband's local network will not exceed 0.5% at any time. In the event that packet loss is reported and confirmed with yondoo Broadband engineering staff in excess of this target, yondoo Broadband will assign a dedicated engineer to resolve the issue.

Latency

yondoo Broadband guarantees that round-trip latency between any two points on yondoo Broadband's local network will not exceed 10ms at any time, provided that both points are located in the same metropolitan area. In the event that round-trip latency is reported and confirmed with yondoo Broadband engineering staff in excess of this target, credit may be applied in accordance with the credit schedule.

Proactive Monitoring

yondoo Broadband provides 24/7 monitoring of yondoo Broadband-owned core network devices. yondoo Broadband does not proactively monitor any customer equipment using ICMP and/or SNMP protocols. In the event that a yondoo Broadband-owned device becomes unreachable from our Network Operations Center, yondoo Broadband will begin the corrective process to rectify the situation within 60 minutes.

Maintenance

From time to time, it may be necessary to perform scheduled maintenance on yondoo Broadband's network that causes a disruption to your service. yondoo Broadband reserves the right to conduct such maintenance on any day between the hours of 12AM and 5AM local time. Maintenance that is required as a result of damage to yondoo Broadband's fiber and infrastructure system by third parties does not qualify as scheduled maintenance or unscheduled maintenance and does not qualify for account credit.

Denial of Service / Distributed Denial of Service

In the event of a Denial of Service (DoS), or Distributed Denial of Service (DDoS) attack toward the yondoo Broadband Network or a yondoo Broadband customer, yondoo Broadband will begin mitigation efforts within 60 minutes. yondoo Broadband is not responsible for service interruptions as a result of any attack on our network by a third party. Mitigation of DoS / DDoS attacks may involve temporarily filtering traffic towards a customer-facing IP address in a practice commonly referred to as "null routing". yondoo Broadband does not accept responsibility for interruptions or downtime caused as a result of null routing an attacked IP address.

Customer Premise Equipment

For yondoo Broadband-owned devices provided in connection with your services, we guarantee that we will facilitate the installation of a replacement device within two business days of an assessed failure by the yondoo Broadband Network Operations team.

It is your obligation to provide yondoo Broadband with any and all necessary access to perform repairs or replacements associated with our services. yondoo Broadband is not responsible for any delay to restore or repair its services caused by your failure or delay in providing necessary access to yondoo Broadband technicians. yondoo Broadband does not accept responsibility for physical damage to yondoo Broadband-owned devices once installed in your space, whether intentional or accidental, including damages caused by power related issues such as surges and/or brownouts. It is your obligation to provide surge protection and/or battery backup protection if desired. yondoo Broadband does not accept responsibility for the failure, misconfiguration, or deficiency of equipment not provided by yondoo Broadband for use in connection with your services.

Damage to the Fiber System

In the event of physical damage to yondoo Broadband's underground or aerial fiber-optic cable system, yondoo Broadband will identify the location of the damaged components and dispatch technicians to that location within six hours of the initial issue report. yondoo Broadband strives for a 24-hour repair interval in the event of damage to its underground or aerial fiber-optic cable system, however, yondoo Broadband does not accept responsibility for delays in the repair interval due to the frequent involvement of emergency responders,

safety restrictions and/or access restrictions. In the event of physical damage to indoor components of the fiber-optic cable system, yondoo Broadband will dispatch technicians within two business days, subject to building-imposed or safety related access limitations that may prevent us from making necessary repairs in a timely manner. Depending on the scope of repair, a \$250 fee may be applied plus the cost of applicable replacement parts/materials at yondoo Broadband's sole discretion.

Use of Alternate Service

In the event that you elect to procure or use alternate services at any time, yondoo Broadband accepts no responsibility for any charges or fees incurred in connection with their usage.

Force Majeure

yondoo Broadband is not responsible for any failure to meet its service level objectives or guarantees that is caused by a Force Majeure event. Force Majeure events include, but are not limited to: fire, explosions, power failures, strikes or labor disputes, water (including flooding), physical access limitations, acts of God, the elements (including severe storms), war, civil unrest, or acts of terror.

Credit Issuance and Refund Policy

yondoo Broadband will issue any applicable account credits within 30 days of the SLA event. Credits are issued at the sole discretion of yondoo Broadband. Account credit may not be redeemed for cash, and account credit may be applied to future invoices. No credit issuance may exceed 100% of the monthly charges for any affected services. No refunds will be provided by yondoo Broadband for any reason.

Credit Schedule

If the yondoo Broadband service does not meet a Service Level Guarantee for any one-hour period, a service credit equal to one day (24 hours) of service will be issued. If the service does not meet a Service Level Guarantee for more than 24 hours, then a service credit equal to one day (24 hours) of service will be issued for each day until the SLA is restored.