SERVICE LEVEL AGREEMENT

Network Services (United States) · Ver.8 · Effective 2026-10-18

This Service Level Agreement (**SLA**) is part of the CSA between Customer and **Trinity Network Consultants, LLC d/b/a FiberFed** (**FiberFed**). Capitalized terms not defined here have the meaning given in the Terms. The version of this SLA that applies to a Service is the version stated on the Order Form.

1. WHAT THIS SLA COVERS

1.1 Eligible Services. This SLA applies to Dedicated Internet Access (DIA) and to Ethernet and WAN transport Services, at the **Service Tier** stated on the Order Form for each Service.

1.2 Services with no service levels. No guarantee or Service Credit under this SLA applies to: (a) services provided under the Broadband Internet Service Agreement, **including every GPON-delivered service, which is sold on that agreement on a best-efforts basis with no restoration target and no credits**; (b) Dark Fiber (Section 2.4); (c) a Service during a trial, promotional or temporary period; or (d) an add-on or managed service, except where the Managed Services Schedule states its own service levels. **How FiberFed aggregates or interconnects access makes no difference to the service levels owed**: every Service carries the full SLA for the Service Tier stated on the Order Form.

1.3 Sole remedy. Service Credits, and the chronic-outage termination right in Section 7, are Customer's sole and exclusive remedies, and FiberFed's entire liability, for any failure of a Service to meet a service level or for any interruption, degradation, delay or unavailability of a Service.

1.4 What is committed. FiberFed's service-level commitments are those stated for the Service Tier on the Order Form. **Redundancy or capacity FiberFed builds into its own network for its own resilience is not a commitment to Customer** and does not create a service level beyond the tier sold.

2. SERVICE TIERS

Each Service is sold at one of three tiers, stated on the Order Form.

Service Tier	Monthly availability commitment	Delivery	Target restoration	Diversity
Business Fiber	99.5%	single circuit over a carrier-delivered or FiberFed Ethernet access	**12 business hours** from Ticket open	none
Enterprise Fiber	99.9%	single circuit; managed access with 24x7 NOC	**4 hours from Ticket open, 24x7**	none
Enterprise Fiber Diverse	99.99%	**two circuits over two physically diverse paths**, each able to carry the committed bandwidth	**4 hours from Ticket open, 24x7**, with the surviving path carrying the Service while the failed path is restored	two loops, two paths, separate entrance where the building permits

2.1 Diversity. "Physically diverse" means separate entrance facilities and separate routes to separate FiberFed aggregation points, to the extent the building, the rights of way and the available Access Provider facilities allow. Where full diversity is not available at a Service Location, FiberFed will say so before the Order Form is signed, and the Service Location may be sold only at Business Fiber or Enterprise Fiber.

2.1A Targets are objectives. Target restoration times, and any delivery or installation interval stated in this SLA, on an Order Form or in a quote, are **objectives**. **They do not by themselves give rise to a Service Credit, and failure to meet one is not a breach of the CSA.** Service Credits arise only from the monthly availability achieved, under Section 4.

2.2 Tier assignment. FiberFed assigns the facilities used to deliver each Service and may substitute them under Section 10.1 of the Terms, provided the Service Tier and bandwidth stated on the Order Form continue to be met. The Service Tier, not the identity of any Access Provider, determines the commitments and Service Credits under this SLA.

2.3 Microwave Service Levels. A Service delivered over licensed microwave is sold at one of the levels below, stated on the Order Form, and not at the fiber tiers in the table at the start of this Section. The conditions for Diverse Microwave are in Part D of the Dark Fiber and FiberFed Build Rider.

Microwave level	Monthly availability	Delivery	Target restoration
MW-97	97%	single radio path	**24 business hours**, parts subject to availability
MW-99	99%	single radio path, staged spares and pre-positioned repair capability	**8 hours, 24x7**
MW-99.99	99.99%	**Diverse Microwave** — two radio paths, separate azimuths, separate power, diverse backhaul from the structure	**4 hours**, with the surviving path carrying the Service while the failed path is restored

Service Credits for a Microwave Service are calculated from the same schedule in Section 4.2, read against the level sold: a month below the committed figure is credited at the band it falls into, using the **Business Fiber** column for MW-97, the **Enterprise Fiber** column for MW-99, and the **Enterprise Fiber Diverse** column for MW-99.99. **Attenuation within the engineered rain-fade margin is not Network Unavailability.**

2.4 Services with no availability commitment. Dark Fiber carries no availability commitment and no Service Credit. The remedy for a fault is repair, under Part B of the Dark Fiber and FiberFed Build Rider.

3. TICKETS AND MEASUREMENT

3.1 A Ticket is required. Every service level in this SLA is measured, and every Service Credit is calculated, by reference to a **Ticket**. A Ticket is a trouble ticket opened in FiberFed's NOC system, either (a) by Customer by telephone, email or the customer portal, or (b) by the FiberFed NOC under the notification commitment in Section 5.

3.2 Measurement window. Network Unavailability is measured from the time the Ticket is opened until the time the FiberFed NOC confirms the Service is restored. Where the NOC opens the Ticket, measurement runs from the time the NOC determines the Service is unavailable. Time before a Ticket is opened is not counted.

3.3 Customer Delay. Customer Delay is the elapsed time between a FiberFed request to Customer to confirm or perform something FiberFed needs in order to diagnose or restore the Service — including confirming commercial power at the Service Location, confirming the state of Customer equipment, granting site access, or making Customer personnel available — and Customer's response. Customer Delay is excluded from Network Unavailability and stops the restoration clock.

3.4 Managed Power Monitoring. Where the Order Form includes **Managed Power Monitoring** for a Service Location, FiberFed monitors commercial power at that location through the FiberFed-owned CPE. For a Service Location with Managed Power Monitoring, **and only while the power unit is communicating with FiberFed's monitoring**:

- the power-related part of **Customer Delay** in Section 3.3 does not apply, because FiberFed does not have to ask Customer whether the site has power;

- FiberFed **raises a Ticket automatically** on loss of commercial power and dispatches under its normal process, without waiting for Customer to report the fault; and
- the **target restoration time stated in Section 2 or 2.3 for that Service is reduced by two hours**.

The benefit is **faster diagnosis and automatic dispatch**. **Managed Power Monitoring does not keep the Service in operation during a loss of commercial power**, and loss of commercial power remains excluded from Network Unavailability under Section 8. There is **no recurring charge**; the one-time charge is stated on the Order Form.

3.5 Closure. FiberFed will confirm restoration to Customer's technical contact. If Customer does not object within 2 business days, the restoration time recorded on the Ticket is final for credit purposes.

4. AVAILABILITY GUARANTEE AND SERVICE CREDITS

4.1 Measurement. Monthly availability for a Service is: (total minutes in the calendar month − minutes of Network Unavailability for that Service) ÷ total minutes in the calendar month, expressed as a percentage, measured per Service and per Service Location.

4.2 Credit schedule. Where monthly availability for a Service falls below its Service Tier commitment, Customer receives, on a valid claim, a Service Credit calculated as a percentage of that Service's MRC for that month:

Monthly availability achieved	Business Fiber (99.5%)	Enterprise Fiber (99.9%)	Enterprise Fiber Diverse (99.99%)
at or above the commitment	no credit	no credit	no credit
below commitment, at or above 99.9%	—	—	15%
below 99.9%, at or above 99.5%	—	10%	30%
below 99.5%, at or above 99.0%	5%	20%	50%
below 99.0%, at or above 98.0%	10%	30%	75%
below 98.0%, at or above 95.0%	20%	50%	100%
below 95.0%	30%	60%	100%

4.3 Diverse services. For an Enterprise Fiber Diverse Service, Network Unavailability occurs only when **both** paths are unavailable at the same time. Failure of one path, with traffic carried by the other, is not Network Unavailability; Customer should still open a Ticket, and FiberFed will restore the failed path to the Enterprise Fiber target.

4.4 Multipoint services — availability is measured at each leg. For a multipoint Service (E-LAN, E-Tree or hub-and-spoke WAN), **availability is measured at each Service Location's access leg, not end to end between Service Locations**. A Service Credit is calculated on the MRC of the affected leg only.

Unavailability of one leg is not unavailability of the Service. This is so whichever leg fails, **including the leg serving a Hub Site**: the other Service Locations remain in service on their own legs, and only the failed leg is credited.

The one exception is the network-side leg. Where the failure is of the **FiberFed network-side interconnection (the NNI) serving the Service Group**, every Service Location in the Group is down, and **every leg in the Group is credited** for the period of that failure.

4.5 Monthly cap. Service Credits for a Service in any calendar month may not exceed **100% of that Service's MRC** for that month, however many guarantees are missed.

5. NOTIFICATION COMMITMENT

FiberFed's NOC monitors each Service and will use commercially reasonable efforts to notify Customer's designated technical contact **within 30 minutes** of determining that a Service is unavailable, by telephone or email, and to open a Ticket at that time. This is a commitment, not a guarantee: **no Service Credit is payable for a failure to meet it**. FiberFed's standard method is to poll Customer's managed router and to treat consecutive failed polls as unavailability.

6. INSTALLATION, LATENCY AND PACKET DELIVERY

6.1 Delivery interval. The Order Form states a **target delivery interval** for each Service, set from the design and the Access Provider's quoted lead time. The interval runs from the date FiberFed validates the order — when FiberFed has the signed Order Form, the installation charge and advance payment under Section 3.2 of the Terms, credit approval, landlord consent where Section 4.3(b) of the Terms requires it, and any questionnaire FiberFed requires. Where a Service has multiple ports or Service Locations, the longest applicable interval governs.

6.2 No installation credit. A target delivery interval is an objective under Section 2.1A. Missing it does not give rise to a Service Credit and is not a breach of the CSA. A **guaranteed** delivery date is available only where it is negotiated and stated as such on the Order Form or in an Addendum, with the remedy stated there.

6.3 Customer's installation obligations. Customer will: complete the Order Form and questionnaires accurately, including demarcation and site contact details; make itself or its representative available at the agreed installation time; provide access and escort to the building's telecommunications spaces for FiberFed and its contractors; and provide the space, power and environment required under Section 4.5 of the Terms. Failure to do so releases FiberFed from any target or guaranteed delivery date but does not delay the Service Acceptance Date or billing.

6.4 Latency (DIA only). The monthly average round-trip Network Latency between FiberFed aggregation points on the FiberFed Network will not exceed **75 milliseconds**. Latency is **measured by FiberFed's network monitoring system to FiberFed aggregation points**. This commitment applies only to traffic carried between FiberFed aggregation points, and not to the public Internet, to Customer's network, or to any part of a path beyond the FiberFed Network.

6.5 Packet delivery (DIA only). The monthly average packet loss between FiberFed aggregation points on the FiberFed Network will not exceed **0.1%**.

6.6 Latency and packet delivery credits. After Customer opens a Ticket reporting latency or packet loss above these levels, FiberFed will use commercially reasonable efforts to identify and correct any cause on the FiberFed Network. If FiberFed does not correct it **within 4 hours** of the Ticket and the 30-day average remains above the level, Customer receives, on a valid claim, a Service Credit of **5% of the affected Service's MRC**, from the Ticket until the 30-day average is back within the level. These commitments apply only to traffic carried between FiberFed aggregation points and not to the public Internet, to Customer's network, or to any portion of a path beyond the FiberFed Network.

7. CHRONIC OUTAGE — TERMINATION RIGHT

7.1 When it applies. Customer may terminate an affected Service, and the Service Location it serves, **without a Termination Charge**, if during the term either:

- **(a) Continuous outage:** the Service suffers Network Unavailability for **30 consecutive days**; or
- **(b) Repeated outage:** the Service suffers **6 or more Outage Events in any rolling 6-month period**.

7.2 Outage Event. An **Outage Event** is a period of Network Unavailability of **6 or more consecutive hours** affecting the same Service, recorded under a single Ticket. Two Tickets covering the same underlying fault are one Outage Event.

7.3 What does not count. Degraded, impaired, intermittent or slow performance that is not Network Unavailability does **not** count toward Section 7.1, however long it lasts or however often it happens.

Nothing excluded under Section 8 counts, including **Force Majeure**, Scheduled Maintenance, Customer Delay and Customer-Caused Damage.

7.4 Scope. The right applies to the **affected Service at the affected Service Location only**, and not to any other Service, Service Location or the CSA as a whole. **This is so whichever leg is affected, including the leg serving a Hub Site.** The single exception is a qualifying failure of the **FiberFed network-side interconnection (the NNI) serving a Service Group** designated on the Order Form: because every Service Location in the Group is then down, Customer may terminate the Group.

7.5 How to exercise it. Customer must give written notice under Section 12.2 of the Terms, identifying the Service, the Service Location and the Tickets relied on, **within 60 days** after the end of the qualifying period. If Customer does not, the right lapses for that qualifying period. Termination takes effect 30 days after the notice, or on a later date Customer states.

7.6 Sole remedy. The right in this Section is **Customer's sole and exclusive remedy, beyond Service Credits, for chronic or repeated failure of a Service**, and is in place of any right to claim damages or to terminate for breach on account of Service performance. Customer remains liable for charges accrued to the termination date, for Access Provider and Facility Operator early termination charges under Section 6.3(a) of the Terms where the outage was caused by Customer-Caused Damage, and for the return of FiberFed Facilities.

8. WHAT IS NOT NETWORK UNAVAILABILITY

Network Unavailability is the total loss of the ability to pass traffic on a Service, measured under Section 3. It does **not** include, and no Service Credit accrues for, unavailability caused by or during:

- **Scheduled Maintenance**, or emergency maintenance needed to protect the FiberFed Network;
- Customer's applications, equipment, configurations, facilities or premises, or anything on Customer's side of the demarcation point;
- any act or omission of Customer or an authorized user, including **Customer Delay** and **Customer-Caused Damage**;
- loss of commercial power or environmental conditions at the Service Location, including at a Service Location with Managed Power Monitoring (Section 3.4);
- Customer's use of bandwidth in excess of the committed bandwidth, or tampering with any equipment;
- suspension or restriction of the Service under the Terms or the AUP;
- any network or provider that is not part of the FiberFed Network, including the public Internet and any circuit Customer orders directly from a third party; and
- **Force Majeure** as defined in the Terms.

Scheduled Maintenance is maintenance performed in the standard maintenance window of **00:00 to 06:00 local time** at the affected Service Location. FiberFed will notify Customer's technical contact by email at least **2 business days** in advance of Scheduled Maintenance likely to affect the Service, and will state the expected duration.

Access Provider maintenance. FiberFed requires the Access Providers it orders from to schedule maintenance within the same window, and passes their maintenance notices through to Customer as soon as FiberFed receives them. **Maintenance performed by an Access Provider within that window, and notified to Customer, is Scheduled Maintenance.** Maintenance performed outside that window is **not** Scheduled Maintenance, and the resulting unavailability is credited under Section 4 in the ordinary way.

9. CLAIMING A SERVICE CREDIT

9.1 How to claim. A Service Credit is given only on a claim. Customer must submit the claim, using the credit-claim contact stated on the Order Form, **within seven (7) business days after the end of the calendar month** in which the Network Unavailability or missed service level occurred. The claim must state: (a) Customer's name and contact details; (b) the affected Service and Service Location; (c) the

Ticket number; and (d) the date and the start and end times of the claimed Network Unavailability or missed service level.

9.2 Late claims. A claim not received within the period in Section 9.1 is waived, and no Service Credit is due for that month.

9.3 One credit for the same period. Where the same period of time fails more than one guarantee in this SLA, **only the single largest Service Credit** for that period is given. All Service Credits remain subject to the monthly cap in Section 4.5.

9.4 When no credit is due. No Service Credit is due for any period during which: (a) **Customer's account is not in good standing** — that is, an undisputed amount is past due under the Terms; (b) Customer is blocking FiberFed from monitoring the FiberFed-managed equipment at the Service Location; (c) Customer has not given FiberFed the access to personnel, premises or equipment it needs to diagnose or restore the Service; or (d) **no Ticket was opened** under Section 3.1.

9.5 Decision and payment. FiberFed will tell Customer by email whether a claim is approved and, if it is rejected, why. An approved Service Credit appears on the next invoice. **Service Credits are applied against MRC only and are never paid as cash or refund**, including after the Service ends; a credit not used before the Service ends lapses.

10. DEFINITIONS

Customer Delay — Section 3.3. **Hub Site** — as defined in the Terms and, for Ethernet and WAN Services, in the Ethernet and WAN Services Rider. **Managed Power Monitoring** — the add-on described in Section 3.4 and in the DIA Rider. **Network Latency** — the average round-trip time for an IP packet between FiberFed aggregation points on the FiberFed Network. **Network Unavailability** — Section 8. **NNI** — the FiberFed network-side interconnection serving a Service or Service Group. **Outage Event** — Section 7.2. **Service Credit** — a credit under Section 4 or 6, expressed as a percentage of MRC and claimed under Section 9. **Service Group / Service Tier / Lit Site / Build Required Site / Access Provider / Facility Operator / FiberFed Network** — as defined in the Terms. **Ticket** — Section 3.1.

FiberFed NOC: 24 hours a day, every day. Trouble reporting and credit claims: see the contact details on the Order Form.