

46 LABS ECO CARRIER SERVICE LEVEL AGREEMENT

Last Edited 2/19/2020

This Service Level Agreement is effective as of the first day of the second month after initial installation of 46 Labs Eco Carrier Service. This SLA sets forth the provisions and commitments relating to the Eco Carrier Service quality between 46 Labs and Customer. The provisions of this SLA state Customer's sole and exclusive remedies for Eco Carrier Service interruptions or Eco Carrier Service deficiencies as defined in this agreement. This SLA applies only to the Eco Carrier Service and does not modify or affect any other SLAs provided by 46 Labs if any for telecommunications or information services purchased by Customer pursuant to other service exhibits or agreements.

1 Definitions.

- 1.1 "Emergency Maintenance" shall mean an unplanned maintenance scheduled for a critical service issue. Notification of an Emergency Maintenance will be a minimum of four (4) hours in advance.
- 1.2 "Maintenance Window" shall mean scheduled downtimes, whether for Normal Maintenance or Emergency Maintenance, to provide upgrades of hardware, software or upgrades to increase service capacity. Maintenance Windows may temporarily degrade the quality of the Eco Carrier Service, including possible outages. Such effects related to Normal Maintenance will not give rise to service credits under this SLA. Normal Maintenance will be undertaken between the hours available at www.46labs.com/service-terms/.
- 1.3 "Normal Maintenance" shall mean the regularly planned maintenance schedule for the Eco Carrier service available at www.46labs.com/service-terms/.
- 1.4 "Service Downtime" shall mean the amount of time that the Eco Carrier service is unavailable below the Uptime Minimum in a given month subject to the limitations in Section 4.
- 1.5 "Service Level Agreement" or "SLA" as used in this specific document shall mean the Service Level Agreement for the Eco Carrier Service and shall not refer nor apply to any other 46 Labs service including but not limited to pty to MPLS, internet, wireless, data, security, or any other services that are supplied in conjunction with or exclusive of the Eco Carrier Service.
- 1.6 "Eco Carrier Service" shall mean the 46 Labs Eco Carrier services including the services described in the accompanying Service Order.
- 1.7 "Uptime Minimum" shall be the measure of the Eco Carrier Service availability and shall equal at least ninety-nine and ninety-nine one-hundredths percent (99.99%) of the time during a calendar month.

2 **Service Commitment.** 46 Labs will use reasonable efforts under the circumstances to maintain service quality. The quality of service provided hereunder shall be consistent with other common industry standards, government regulations and sound business practices

3 **Calculation of Credit for Service Downtime.** If Eco Carrier Services is available less than the Uptime Minimum, then 46 Labs will issue an SLA credit as identified in the Eco Carrier Service Availability Table.

Eco Carrier Service Availability	Eco Carrier Service Credit
>= 99.99 %	No Credit
99.99% to 98.00%	5% service credit
<= 98.00%	10% services Credit

4 **Limitations on Service Downtime.** Service Downtime shall not include any time during which the Services are not available due to:

- 4.1 Maintenance windows
- 4.2 Acts or omissions of any party other than 46 Labs or 46 Labs' vendors and agents.
- 4.3 Hardware, software, networks, equipment or interfaces other than those provided or managed by the 46 Labs, its vendors and agents.
- 4.4 Third-party service providers other than 46 Labs, its vendors and agents.
- 4.5 Any other equipment, applications or components not directly managed or controlled by the 46 Labs, its vendors and agents.
- 4.6 Issues unrelated to the 46 Labs caused by failures of the public Internet.
- 4.7 A force majeure event as described in Section 10 of the MSA.

5 **Credit Request.** In order to obtain credits under the above SLAs, Customer must request the credit within ten (10) calendar days from the date when the relevant SLA was not met.

Credit requests must be made in writing to 46 Labs:

By Mail to:

46 Labs LLC
Attn: Support

1503 E. 19th St.
Edmond, OK 73013

By Fax to:

46 Labs LLC
Attn: Support

1-405-340-1001

By E-mail to:

46 Labs Communications
support@46labs.com

6 **Maximum Credit.** A credit will be applied only to the month in which the event giving rise to the credit occurred. The provisions of this SLA state Customer's sole and exclusive remedies for Eco Carrier Service interruptions or Eco Carrier Service deficiencies of any kind whatsoever. Credits attributable to any billing period for interruptions of any and all services provided shall not exceed the total monthly recurring charges for that period for the services and facilities furnished by 46 Labs rendered useless or substantially impaired. The credits set forth in this SLA shall be 46 Labs' sole liability and Customer's sole remedy in the event of any interruption or this Eco Carrier Service. Unless otherwise specifically provided in this Agreement, under no circumstances shall an interruption be deemed a breach of the Agreement.

7 **Limitations on Credit Allowances.** No credit allowance will be made:

- 7.1 where 46 Labs, pursuant to the terms of the Agreement, suspends or terminates service because of nonpayment of bills due to 46 Labs, unlawful or improper use of the facilities or service, or any other reason covered by the Agreement
- 7.2 interruptions arising from the acts or omissions of, or non-compliance with the provisions of the Agreement or any schedule or attachment thereto by Customer or any authorized user, or any interruptions due to any party other than 46 Labs or for events happening on any other party's network, including but not limited to internet service providers or other common carriers connected to, or providing service connected to, the service of 46 Labs or to 46 Labs' facilities;
- 7.3 interruptions caused by the negligence or willful act of the Customer;
- 7.4 interruptions due to the failure or malfunction of non-46 Labs equipment, including service connected to Customer provided electric power;
- 7.5 interruptions due to electric power failure where, by the provisions of this Agreement, the Customer is responsible for providing electric power
- 7.6 interruptions of service during any period in which 46 Labs is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- 7.7 interruptions of service during any scheduled maintenance period or when Customer has released service to 46 Labs for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 7.8 interruptions of service due to force majeure events as described in Section 10 of the MSA.