

## **Schedule B: Support Policy and Service Level Objective**

This Service Level Objective (“SLO”) forms part of the Client Services Agreement entered into between ZIP Telecom Inc. operating as Activitel and the Client. Where applicable, the defined terms in the Agreement shall have the same meaning in this Schedule.

### **1. Definitions:**

“Activitel Network” means any servers, services, applications, components, or other infrastructure owned and/or operated by Activitel.

“Client Owned Hardware” or “COH” means any hardware or devices owned by the Client whether purchased from Activitel or another supplier.

“Designated Activitel Partner” is a third-party certified by Activitel to install and support the Activitel systems and Services.

“Measurement Period” is the measurement period begins on the first day of each month and ends on the last day of such month. For service initiation, the measurement period begins on the first day of the next full month after service is initiated. For service termination, the final measurement period is considered the last full month prior to service termination.

“Service” or “Services” means the IP based voice communication services Activitel provides to Client.

“Upstream Provider” is a third party that interoperates with the Service by providing certain aspects of the Service that are outside of Activitel’s control.

### **2. Support Policy**

The Client must contact their Designated Activitel Partner for all support requests, including but not limited to:

- Service modifications
- Local network issues
- System malfunctions
- Hardware failure
- Voice quality issues
- Other Service issues

Collectively referred to herein as “Technical Support Issues.”

The Designated Activitel Partner is responsible for supporting the Client with *all* Technical Support Issues. The Designated Activitel Partner has undergone complete training on the Activitel Services and is equipped to perform comprehensive triage to isolate customer specific issues from Activitel Network issues. The Designated Activitel Partner is responsible for the resolution of Client specific issues and will only escalate Activitel Network issues to Activitel after proper issue qualification and classification.

The Client will not be able to contact Activitel directly for support. All support requests must come from the Designated Activitel Partner.

In the event that the Client is not satisfied with the support from the Designated Activitel Partner, the Client may request a replacement Designated Activitel Partner by contacting Activitel through the Activitel website, “Contact Us” section where there is a form to provide feedback on the Designated Activitel Partner.

The Client must always have an assigned Designated Activitel Partner.

### 3. **On-Going Monitoring and Adjustments**

Activitel shall monitor the Activitel Network on a continuous and on-going basis.

### 4. **Service Level Objective**

- a. This Service Level Objective describes the service level Activitel strives to meet.
- b. THIS SERVICE LEVEL OBJECTIVE MAY BE CHANGED AND UPDATED FROM TIME TO TIME BY ACTIVITEL. ACTIVITEL WILL POST THE UPDATED SLO ON ITS WEBSITE (WWW.ACTIVITEL.CA/LEGAL), AND MAY ADDITIONALLY PROVIDE NOTICE OF ANY CHANGES BY LETTER OR IN CLIENT’S MONTHLY BILL. CLIENT’S CONTINUED USE OF THE RELEVANT SERVICES THEREAFTER WILL BE DEEMED ACCEPTANCE BY CLIENT OF SUCH CHANGES. ACTIVITEL ENCOURAGES CLIENT TO REGULARLY VISIT ITS WEBSITE FOR THE LATEST TERMS AND CONDITIONS.

### 5. **Activitel Network Availability**

#### a. **Service Level Objective**

Activitel strives to maintain availability (as defined below) of the Activitel Network of ninety-nine and ninety-nine hundredths percent (99.99 %). This is across the entire Activitel Network and not specific to any single customer line.

#### b. **Measurement and Calculation**

“Activitel Network Availability” is the ratio of the time the Activitel Network is capable of accepting and delivering information to the total time in the Measurement Period. Activitel Network Availability is expressed as a percentage.

The calculation for Activitel Network Availability is:

$$[(\text{Total Minutes in Measurement Period} - \text{Total Minutes of Downtime in Measurement Period}) \times 100\%] / \text{Total Minutes in Measurement Period}$$

#### c. **Components Included**

This is an Activitel Network-wide measurement.

#### d. **Components Excluded**

The following shall be excluded from any Activitel Network outage time when calculating the Activitel Network Availability:

- Activitel Network downtime during scheduled maintenance windows of Activitel or its vendors

- The failure of any components due to negligence or intentional misconduct of the Client
  - All COH
  - Activitel Network downtime during which Activitel cannot access required facilities due to inaccessibility beyond Activitel's reasonable control
  - Activitel Network downtime due to Acts of God or nature
  - Failures due to the local loop
  - Activitel Network downtime due to scheduled maintenance caused by the act or failure to act of the Client or any party other than Activitel or caused by any action or event beyond Activitel's reasonable control
  - Activitel Network downtime due to the failure of any network or system provided by Client or any third party.
  - Other services provided to the Client which are not part of the Activitel Network
  - Upstream Provider issues or outages
- e. **Activitel Network Availability Remedies**  
There are no remedies available to the Client for Activitel's inability to meet the Service Level Objective.

## 6. Throughput

### a. Service Level Objective

Latency to the Internet Gateway from the Client's local network will not exceed 60ms.

### b. Measurement and Calculation

"Throughput" is the ability of the Activitel Network to transmit traffic without loss or error at the contracted connection speed, measured over the Measurement Period.

### c. Excluded Items

The following shall be excluded from any determination of Throughput:

- The failure of the COH or any components on the Client side, whether or not such COH was provided by Activitel
- Service degradation during Activitel's scheduled maintenance windows
- The failure of any components due to negligence or intentional misconduct of the Client
- Service degradation during which Activitel cannot access required facilities due to inaccessibility beyond Activitel's reasonable control
- Service degradation due to Acts of God or nature
- Any lines added, removed, or re-configured during the month
- Service degradation due to the local loop
- Activitel Network downtime or Service degradation due to the failure of any network or system provided by the Client or any third party.
- Activitel Network downtime caused by the act or failure to act of Client or any party other than Activitel or caused by any action or event beyond Activitel's reasonable control
- Other services provided to the Client which are not part of the Activitel Network
- Upstream Provider issues or outages

d. **Throughput Remedies**

There are no remedies available to the Client for Activitel's inability to meet the Service Level Objective.

7. **Time to Repair**

a. **Service Level Objective**

Activitel strives to repair Activitel Network issues within 4 hours.

b. **Measurement and Calculation**

Time to repair = Time of issue resolution – Time of issue initiation

c. **Excluded Items**

- The following shall be excluded from any determination of Mean Time To Repair:
- Trouble tickets due to the failure of the COH or any components on the Client, whether or not such COH was provided by Activitel
- Trouble tickets due to Activitel's scheduled maintenance windows
- Trouble tickets due to the failure of any components due to negligence or intentional misconduct of the Client
- Trouble tickets for which Activitel cannot access required facilities due to inaccessibility beyond Activitel's reasonable control
- Trouble tickets due to Acts of God or nature
- Trouble tickets related to any lines added, removed, or re-configured during the month
- Trouble tickets associated with lines used as a backup or alternate routes
- When the response is not met due to any network or system elements provided by Client, any third party or Upstream Provider
- "No Trouble Found" trouble tickets
- Failures due to the local loop
- Trouble tickets caused by the act or failure to act of the Client or any party other than Activitel or caused by any action or event beyond Activitel's reasonable control
- Other services provided to the Client which are not part of the Activitel Network

d. **Mean Time to Repair Remedies**

There are no remedies available to the Client for Activitel's inability to meet the Service Level Objective.

THE CLIENT UNDERSTANDS THAT THE SERVICES, NETWORKS AND EQUIPMENT REFERRED TO HEREIN WILL BE FURNISHED "AS IS" AND WITH ALL FAULTS. ACTIVITEL MAKES AND CLIENT RECEIVES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, IN THIS SLO OR IN ANY COMMUNICATION WITH CLIENT REGARDING SUCH SERVICES, NETWORK OR EQUIPMENT. ACTIVITEL SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. ACTIVITEL EXPRESSLY DISCLAIMS RESPONSIBILITY FOR ARISING OUT OF OR BASED UPON THE CONTENT OF INFORMATION TRANSMITTED BY CLIENT OR THE RESULTS OF ANY TRANSMISSION. ACTIVITEL DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES, NETWORKS OR EQUIPMENT COVERED BY THIS SLO WILL BE UNINTERRUPTED OR ERROR-FREE.