



PANGAEA Internet  
Service Level Agreement  
May 28, 2019

**1. Service Levels**

Installation: PANGAEA will exercise commercially reasonable efforts to install any PANGAEA service on or before the Customer Commit Date. This installation service level does not apply to Customer Orders that contain incorrect information supplied by Customer or Customer Orders that are altered at Customer's request after submission and acceptance by PANGAEA. In the event PANGAEA does not meet this Installation Service Level for a particular PANGAEA service for reasons other than an Excused Outage, Customer will be entitled to a service credit for each day of delay equal to the charges for one (1) day of the allocated monthly recurring cost for the affected service, up to a monthly maximum credit of ten (10) days.

Network Availability: PANGAEA's goal is to maintain 100% network availability and PANGAEA commits to maintain an average monthly availability of greater than 99.9%. Network downtime will exist when Customer is unable to transmit or receive data over the PANGAEA network. Network downtime is measured from the time the PANGAEA Operations Director becomes aware of the downtime to the time Customer can again transmit and receive data. When the per occurrence downtime is greater than two hours, Customer is entitled to a service credit for that occurrence. That credit will equal 1/30 of the Customer's total monthly invoice amount for each hour of network outage in excess of two hours.

Mean Time to Repair: PANGAEA's goal is to deliver a Mean Time to Repair of four hours from the first report of trouble. Mean Time to Repair is measured based on the total time it takes to restore service interruptions. Customer will be entitled to a service credit equal to 10% of the total monthly recurring cost paid by Customer during the calendar month in which the Mean Time to Repair goal is not met. Only one service credit will be issued per month and the calculation will average all service outages for the month.

Support/Maintenance/Repair:

*Scheduled Maintenance*

When possible, PANGAEA or designee will provide five (5) business days' notice of any scheduled network maintenance activities. PANGAEA or designee will perform maintenance activities between 5 PM and 7 AM unless otherwise required.

### *Emergency Maintenance*

Personnel will begin repair work for emergency unscheduled maintenance within two hours of becoming aware of an event.

### *Support/Monitoring*

PANGAEA or partner designee will monitor the PANGAEA network 24/7/365.

Customer may request PANGAEA support for Customer equipment changes or modifications. All support requests for Customer equipment must be submitted in writing to the Operations Director five (5) business days in advance and PANGAEA will work with Customer to schedule the requested support, subject to the availability of PANGAEA support personnel.

### *Demarcation*

The demarcation point of the PANGAEA network is the PANGAEA media converter or SFP installed by PANGAEA at the customer premise.

## **2. Customer Responsibilities**

The Customer is responsible for installation, maintenance, and repair of all cabling and equipment beyond the PANGAEA demarcation point as well as any outage caused by Customer cabling or equipment, including the Customer owned router. The Customer will provide surge protected power and sufficient computer room space for the PANGAEA media converter and all Customer provided equipment needed to interconnect with the PANGAEA network. PANGAEA or designee and Customer will work together to identify any network issues that do not have a clearly defined responsible party. Although rare, service interruptions do occur. Therefore, PANGAEA recommends that the Customer maintains a backup service.

## **3. Excused Outages**

PANGAEA will not be responsible for outages caused by Customer neglect, equipment or cabling not owned or controlled by PANGAEA, catastrophic damages, or instances of Force Majeure.

## **4. Credit Exceptions**

In the event Customer is entitled to multiple credits arising from the same event, the credits will not be cumulative and Customer will receive the maximum single credit available for that event.

## **5. Limits of Liability**

PANGAEA's total maximum liability per event is equivalent to one month's recurring cost for the PANGAEA service.

## **6. Escalation List**

### **1st Level**

**NOC: 877-859-8219**

### **2<sup>nd</sup> Level**

**Ken Griffin (Operations Director)**

**Cell: 828-777-8713**

**ken@e-polk.org**

### **3rd Level**

**Ron Walters (Executive Director)**

**Cell: 828-817-0863**

**ronw@e-polk.org**