



Service Level Agreement (SLA)

Managed IP Intranet Service for Voice and Data

Meriplex™ Managed IP Intranet Service for Voice and Data (MIVA) is backed by specific service level guarantees.

Network Availability Guarantee – 99.999%

The Meriplex Managed IP Intranet, as defined in this section, is guaranteed to be available and capable of forwarding IP packets 99.999% of the time, as averaged over a calendar month. The Meriplex Managed IP Intranet includes the customer premise integrated access device (when provided and managed by Meriplex), local access circuit (when provided by Meriplex), access port (the port on the Meriplex aggregation router upon which the customer's circuit terminates) and the Meriplex IP backbone network. The Meriplex IP backbone network includes Meriplex owned and controlled routers and circuits (including any transit connections). The Meriplex Network Availability guarantee does not include the local access circuit, Customer Premise Equipment or Customer's Local Area Network (LAN), scheduled maintenance events, customer caused outages or disruptions, interconnections to or from and connectivity within other Internet Service Provider (ISP) networks, and Force Majeure events (as defined in Meriplex's Term and Conditions). If the Network Availability guarantee is not met in a calendar month, the customer will receive a credit of 1/30th of the monthly recurring charge (MRC) for that month for each full hour of outage in excess of the 99.999% guaranteed under this SLA. Limits on the credit and the reporting procedures are detailed below.

Latency Guarantee (50 Milliseconds)

The Meriplex IP backbone network (as defined in the previous section) is guaranteed to have an average round trip packet transit time within the Meriplex IP backbone network over a calendar month of 50ms or less. The average latency is measured as the average of 15-minute samples across the Meriplex IP backbone network taken throughout the month. The Meriplex Latency guarantee does not include the local access circuit (e.g. local loop), CPE or Customer's LAN, scheduled maintenance events, customer caused outages or disruptions, interconnections to or from and connectivity within other ISP networks, and Force Majeure events (as defined in Meriplex's Term and Conditions). If the Latency guarantee is not met in a calendar month, the customer will receive a credit of 1/30th of the monthly recurring charge (MRC) for that month for each full 1ms above the 50ms average maximum guaranteed under this SLA. Limits on the credit and the reporting procedures are detailed below.

Packet Loss

The Meriplex IP backbone network (as defined in the initial section) is guaranteed to have a maximum average packet loss of 1 percent or less during any calendar month. If the Packet Loss guarantee is not met in a calendar month, the customer will receive a credit of 1/30th of the monthly recurring charge (MRC) for that month. Limits on the credit and the reporting procedures are detailed below.



Credit Limits and Reporting Procedures

Total credits under this SLA are limited to the monthly recurring charge for the affected MIVA service for the month in which the service does not meet the guarantees.

Customer must make a written request for SLA credit within ten (10) days of the initial trouble report for the outage to qualify. Please contact Meriplex Customer Care at **1.866.637.4235** should an SLA credit ever be required.