

Wireless Service Level Agreement

Service Level Commitment

For the services provided to Customer under the Business Wireless Service Agreement with PI, PI is committed to maintain end-to-end, Network availability (as defined below) of ninety-nine and nine-tenths percent (99.9%) as monitored at PI principle office in Phoenix, Arizona. This availability applies to each circuit considered part of the Customer's network provided under the Agreement.

Measurement and Calculation

"Network Availability" is the ratio the time a Circuit connection is capable of accepting and delivering information to the total time the Measurement Period. Network Availability is expressed as a percentage.

The calculation for Network Availability is:

$$\frac{\Sigma (\text{Total Minutes in Measurement Period} - \text{Total Minutes of Circuit Downtime in Measurement Period})}{\text{Total Minutes in Measurement Period}} \times 100\%$$

Outage time Starts from the time PI opens a trouble ticket because it either has actual knowledge of a problem or the Customer identifies the problem and notifies PI, whichever comes first, until the trouble ticket is closed by PI.

Components Included

The performance of the following components of the Service(s) shall be included in the determination of Network Availability:

- All ports on the PI Network under contract with Customer

The following shall be excluded from any network outage when calculation of the Network Availability:

- Network downtime during PI's scheduled maintenance windows
- The failure of any components due to negligence or intentional misconduct of the Customer
- All Customer Premise Equipment (CPE), whether or not provided by PI.
- Network downtime due to Acts of God or nature

Network Availability Remedies

Upon notification by Customer and verification by PI that the actual Network Availability is below the committed Network Availability for the Measurement Period, PI shall apply a credit according to the table below for each circuit with validated outages in the applicable Measurement Period on the Customer's next bill. Such credit shall be Customer's sole and exclusive remedy for PI's failure to meet the committed Network Availability.

If availability is in the range:	Service credit per affected Circuit per month is:
99.5 – 99.89% Average per Month	5% of monthly End User service charge
< 99.5% Average per Month	10% of monthly End User service charge