



A Div. of OSC M & I Inc.
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T1 Service Level Agreements

1. General

HRN Co. will be the sole party to determine whether HRN Co. has not met any of the service level agreements specified herein. HRN Co. reserves the right to change or discontinue any or all of the service level agreements detailed below at any time without notice to the Customer. Customer must at all times cooperate with HRN Co. in testing, determining and verifying that a qualifying Service outage has occurred.

2. SLA Credit Request Process and Limitations

In the event of an outage, an Authorized Contact must immediately notify HRN Co. Technical Support of an occurrence within the HRN Co. Service that results in the inability of the Customer to transmit IP packets within the HRN Co. Service ("Service Outage"). A Service Outage does not include an outage that occurs during scheduled periods of maintenance or upgrades. HRN Co. Technical Support will investigate the reported outage. During the outage, HRN Co. will use 2.5 hours mean time to repair(MTTR). If the repair takes longer than 2.5 hours, escalation will take place. Network outage lasting longer than 24 hours results in 10 percent credit for the customer's next bill for every line affected. When network latency issues aren't fixed in an hour, customers get a five percent break on their next bill; if it takes two hours or more, the credit bumps up to 10 percent.

In any calendar year, Customer's aggregated SLA credits may not exceed, for any Service, three (3) month's worth of the monthly Service fee for the affected Service.

In any billing month SLA credits may not exceed, for any Service, fifty (50) percent of the monthly Service fee for the affected Service.

For purpose of calculating SLA credits, this monthly Service fee shall mean the monthly recurring charge for such line, but excluding, in all cases, (i) any monthly recurring fees for the Service features (e.g., domain name hosting or e-mail Service), (ii) all one-time charges; and (iii) at all times excluding the monthly recurring charge attributable to Equipment for such line.

Credits are exclusive of any applicable taxes charged to the Customer or collected by HRN Co.

3 SLA Exclusions

SLAs do not apply and HRN Co. is not responsible for failure to meet an SLA resulting from:

- Misconduct of Customer or Users of Service
- Failure or deficient performance of power, Equipment, Services or systems not provided by HRN Co.
- Delay caused or requested by Customer
- Service interruptions, deficiencies, degradations or delays due to any access lines (i.e. POTS line) whether provided by HRN Co. or by third parties, or
- Equipment when provided by third parties.
- Service interruptions, deficiencies, degradations or delays during any period in which HRN Co. or its representatives are not afforded access to the premises where access lines associated with Service are terminated or HRN Co. Equipment is located
- Service interruptions, deficiencies, degradations or delays during any period when a Service Component is removed from Service for maintenance, replacement, or



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- rearrangement purposes or for the implementation of a Customer order
- Customer's election to not release a Service Component for testing and/or repair and to continue using the Service Component
 - Force Majeure conditions such as fire, explosion, lightning, power surges or failures, strikes or labor disputes, water, acts of god, the elements, war, civil disturbances, terror, acts of civil or military authorities, fuel or energy shortages, acts or omissions of suppliers or other causes beyond HRN Co.'s control, whether or not similar to the foregoing.
 - Service interruptions, deficiencies, degradations or delays during any period when a Service Component is removed from Service for maintenance, replacement, or rearrangement purposes by Customer staff.
 - Failure to provide suitable secure environment for on premise devices including but not limited to: secure mounting/racking, appropriate cooling and air handling, secure from theft, loose wires bundled neatly, etc.
 - Service interruptions, deficiencies, degradations or delays in Service caused by any piece of equipment, configuration, routing event or technology not under the management and control of HRN Co.
 - Failure to adhere to HRN Co. recommended configurations on unmanaged equipment.
 - Over 30 day past due balance on any billing or service with HRN Co.
 - In addition, Service SLAs do not apply (a) if Customer is entitled to other available credits, compensation or remedies under Customer's Service Agreement for the same service interruption, deficiency, degradation or delay, (b) for Service interruptions, deficiencies, degradations or delays not reported by Customer to HRN Co., (c) where Customer reports an SLA failure, but HRN Co. does not find any SLA failure, and (d) when Service is dependent upon other Service with lower SLA.
 - If Customer elects to use another provider or method to restore Service during the period of interruption, Customer must pay the charges for the alternative Service used.

4 SLA Classifications

4.1 Availability

"Availability" SLAs apply only when service is completely unavailable due to any sort of issue. After Customer reports service issue HRN Co. Technical Support will classify the issue. If HRN Co. Technical Support determines that Customer service is 100% unavailable the issue will be categorized as a "Service Availability" issue and all SLA remedies applicable to Service Availability will apply. Any SLA remedies not specifically defined as "Service Availability" SLAs will not apply to same "Service Availability" issue.

4.2 Performance

Performance SLAs apply if Service is available in a degraded state. After Customer reports service issue HRN Co. Technical Support will classify the issue. If HRN Co. Technical Support determines that Customer service is available albeit with performance degradation the issue will be categorized as a "Service Performance" issue and all SLA remedies applicable to Service Performance will apply. Any SLA remedies not specifically defined as "Service Performance" SLAs will not apply to same Service issue. Service Performance SLA credits will not be given if Service Availability SLA credits are requested against same Customer issue.

4.3 Other



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“Other” SLAs apply whenever SLA goal has not been met. “Other” SLA credits will qualify for consideration even when “Service Availability” or “Service Performance” SLA credits are requested against the same Customer issue.

5. Availability SLA Goals

5.1 Availability SLA

For purpose of the Availability SLA, the duration of a Service Outage shall be deemed to commence upon the customer report to HRN Co. Technical Support, in response to the Customer request, and ends when the Service Outage ends.

Service outage reports, where the Service Outage cannot be verified with HRN Co.'s standard diagnostic procedures, do not count towards the Availability SLA.

Goal : 99.99% availability ~ 4.32 minutes downtime monthly

Remedy : Each hour service is unavailable above SLA goal qualifies the Customer for a credit of 1% of MRC up to a maximum of 50% of MRR for affected service.

5.2 Service Repair Objective

For purpose of the Repair Objective, the duration of a Service Outage shall be deemed to commence upon the determination by HRN Co. Technical Support that Service Repair is necessary and ends when the Service Repair has been completed.

Goal : 2.5 hours

Objective : HRN Co. will make all reasonable efforts to resolve problems resulting from Customer initiated report for this Service within four (2.5) hours.

6 Performance SLA Goals

6.1 Latency SLA

The Latency SLA is based on the speed at which packets are able to traverse the Service. If packets are completely unable to traverse Service (packet delivery is 0%)

“Availability” SLA shall take precedence over “Latency” SLA. Credits from missing both SLA goals during the same outage event will not be issued.

Latency SLA does not apply if Service is degraded due to Customer activity. Measurement of packet delivery shall be taken based on circuit with no other data being passed on circuit. Latency must be verified by HRN Co. at time of event to qualify Latency SLA credit. Latency values are measured only from Customer Network to nearest HRN Co. network point. Latency values in excess of the SLA goal past the termination point of the circuit will not count towards latency measurements.

Sporadic occurrences of the issue due to the same root cause shall not be considered separate events when attempting to qualify for SLA credit.

Goal : in US circuit < 110msecs

Remedy : in US circuit:

> 111msecs for latency qualifies Customer for a credit of 1% of MRC per event

6.2 Packet Delivery SLA

The Packet Delivery SLA is based on the percentage of packets that are able to traverse the Service. If packets are completely unable to traverse Service (packet delivery is 0%) “Service Availability” SLA shall take precedence over “Service Packet Delivery” SLA. Credits from missing both SLA goals during the same outage event will not be issued. Packet Delivery SLA does not apply if Service is degraded due to Customer activity. Measurement of packet delivery shall be taken based on circuit with no other data being passed on circuit. Packet delivery must be verified by HRN Co. at time of event to qualify for Service Packet Delivery SLA credit.



HRN IT Company

Web & Application Development
Database, System and Network



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Event shall be considered to begin when Customer contacts HRN Co. Technical Support and Service issue is verified by HRN Co. Technical Support. Event shall be considered to end when HRN Co. Technical Support deems the root cause of the issue to be remedied ends or when HRN Co. deems repair to be necessary. If HRN Co.

deems repair to be necessary to resolve Service Outage then Service Packet Delivery SLA shall cease to apply for duration of Service Outage.

Sporadic occurrences of the issue due to the same root cause shall not be considered separate events when attempting to qualify for SLA credit.

Goal : 99.9%

Remedy :

90-99.8% packet delivery qualifies Customer for a credit of 1% of MRC per event

50-89% packet delivery qualifies Customer for a credit of 3% of MRC per event

1-49% packet delivery qualifies Customer for a credit of 5% of MRC per event