

Fax: (204) 975-0554

support@voyageurinternet.ca

Standard Service Level Agreement (SLA)

(Effective June 1, 2013)

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- 1. Scope of Service Level Agreement
- 1.1. This Service Level Agreement (SLA) documents the commitment for "Voyageur Internet Corporation." (herein referred to as "Voyageur") to provide high quality Internet Access, email and Web Hosting services. It is to be used as a reference guide for Voyageur's Customers and Industry Partners.
- 1.2. This SLA is also governed by the Voyageur Master Services Agreement (MSA) and the Acceptable Use Policy (AUP).
- 1.3. This SLA applies to the Consumer High Speed Internet Plans and Services.
- 2. Service Levels & Hours of Operation
- 2.1. Availability Voyageur monitors its system and network on a 24-hour / 7 days per week basis. In the event of service outages, our system alarms automatically notify our Support Staff about the problem. A customer can report any service problem to Customer Care during business hours (8:00 a.m. to 5:00 p.m. Central Time, Monday Friday). The telephone number is (204) 272-9615; or via email at any time to support@voyageurinternet.ca.
- 2.2. Scheduled Maintenance Planned down times will occur on a scheduled basis between the hours of 22:00 to 06:00 CST. Voyageur will provide notice for any planned outages past 6:00 CST for those services and/or customers being affected.
- 2.3. Emergency Maintenance When emergency maintenance is required, Voyageur will provide the greatest amount of reasonable lead-time and arrange, with client management or IT contact, a solution that minimizes the impact on the users.
- 3. Availability Commitment
- 3.1. Voyageur's services are available 24 hours a day; 7 days a week, taking into consideration scheduled and emergency maintenance times. Systems are monitored and managed from our Network Operations Centre (NOC) to ensure a monthly committed level of availability, in excess of 99.5% outside of scheduled and emergency maintenance periods. Voyageur designed and built its network with redundant connections to the Internet to maximize reliability and network availability.
- 4. Latency Service Commitment
- 4.1. Voyageur's latency is based on an average round-trip transmission between Voyageur's Internet Gateway Router and the customer's access point (hub site). The average latency is estimated not to exceed more than 40 milliseconds.



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Standard Service Level Agreement (SLA)

- 5. Mean Time To Repair (MTTR)
- 5.1. Voyageur's NOC strives to restore customer services in a timely manner. In the event that we need to dispatch one of our field service technicians, subject to having prompt access to its equipment in customer's location, our goal is to achieve a Mean Time To Repair (MTTR) as follows:
- 5.2. Highway Distance chart from Winnipeg MTTR

DISTANCE REPONSE TIME

0 km — 100 km 8 hours

101 km — 250 km 12 hours 251 km — 600 km 24 hours

601 km + 72 hours

- 6. Service Level Credits
- 6.1. A "Network Outage" is defined as customer reported no access to the Internet (excludes scheduled and emergency outages, outages related to customer responsibilities as defined in the contract and outages beyond Voyageur's network in the Internet).
- 6.2. In the event of Service Interruption, Voyageur will credit the customer a portion of the monthly fee for the affected service, services, or location (only), according to the following schedule:

NETWORK OUTAGE REBATE

less than 72 hours 0%

3 days to 14 days 2% per day more than 14 days 3% per day

7. Service Interruption Definition

Interruption in this Agreement refers to the inability of the Customer to complete Internet network connections due to a malfunction of the Voyageur Equipment or Voyageur's core network, and Voyageur is unable to reach the last piece of Voyageur Equipment before the Customer's Demarcation Point.

Interruption does not include:

- 7.1. failure due to problems related to the customer's local area network (LAN);
- 7.2. failure caused by power outages at the Customer's location;



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Standard Service Level Agreement (SLA)

- 7.3. equipment or network failure or routing issues associated with Internet connections outside of Voyageur's core network;
- 7.4. failure caused by the Customer;
- 7.5. failure caused by power outages in excess of 6 hours in duration;
- 7.6. failure due to termination of the Services by Voyageur in accordance with the terms of this Agreement; or;
- 7.7. force majeure, including but not limited to delays or failures caused by weather conditions or delay in gaining access to properties not controlled by Voyageur, including the Customer's premises For the purposes of calculating actual time to repair and Service Level Credits, the Service Interruption length shall be adjusted to reflect delays caused by factors which are not considered an Interruption as defined herein. For greater certainty, Voyageur will not credit the Customer for that portion of an Interruption which is caused by failure or delay which is not otherwise considered an Interruption.
- 8. Problem classification & Notification
- 8.1. Problems and service requests are recorded in the Voyageur task system and are evaluated by VoyageurVoyageur personnel by level of severity. There are 3 levels of severity, designed to record customer problems:

URGENT: Complete service interruption

MEDIUM: Service degradation or preventable service outage LOW: Information request or minor service degradation

8.2. All inquiries/problems that are the responsibility of Voyageur are classified as follows. Problems may be reclassified in priority levels as new information about the problem becomes available.

Priority Level Descriptions:

- 8.2.1 Urgent (Complete Service Interruption) OUT OF SERVICE Involves situations where one or multiple services are affected and a significant impact to the service is occurring. SLA: Restoration of service in 72 hours or less
- 8.2.2. Medium (Service Degradation) CUSTOMER STILL HAS SERVICE Involves situations where infrastructure is degraded and the situation may lead to a service interruption if not attended to in a timely manner. SLA: Resolution of situation in 72 hours or less.
- 8.2.3. Low (Information Request or Minor Service Degradation) CUSTOMER STILL HAS SERVICE Involves situations where infrastructure may be experiencing a minor degradation or the customer has a question or request. Objective: Best efforts to resolve.



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Standard Service Level Agreement (SLA)

9. Help Desk Hours

- 9.1. Voyageur's Help Desk or Emergency IVR can be reached 24 hours day, 7 days a week by calling 1-87-Voyageur or 204-272-5005. The technical representative responding to the call will attempt to classify the call by the level of urgency and attempt to rectify the trouble on line with the customer. Should this not be possible the technical support representative will update the customer on trouble status as agreed to by the customer.
- 10. Problem Notification
- 10.1. Before calling Voyageur' Technical Support, please have the following information available so that your call can be handled more efficiently:
- a) Company Name
- b) Name of Caller
- c) Location of problem
- d) Type of Problem
- e) Priority or severity of the problem
- f) A detailed description of the nature of the call
- 11. Response Time and Call Escalation Procedures
- 11.1 The following table describes the vertical escalation levels, which Voyageur follows in order to deliver its commitments to customers. As soon as the Voyageur representative recognizes that he/she cannot respond to the problem and that the problem belongs to second level support, the call is escalated. The following tables illustrate how the person who takes responsibility of a problem, must notify the next level, within a certain time frame, and escalate the matter if the problem cannot be resolved.
- 11.1.1. Priority 1 incident Urgent

Time Escalate Notify/Update 2 hours Tier 3 Technical Support 4 hours Technical Services Manager 6 hours Chief Technology Officer

11.1.2. Priority 2 incident — Medium

Time Escalate Notify/Update 7 hours Tier 3 Technical Support

14 hours Technical Services Manager 21 hours Chief Technology Officer



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Standard Service Level Agreement (SLA)

11.1.3. Priority 3 incident — Low

Time Escalate Notify/Update
1 day Tier 3 Technical Support
2 days Technical Services Manager
4 days Chief Technology Officer

12. Business Continuity

12.1. Voyageur places considerable emphasis on service availability and continuity through system architecture design and operation management discipline. The remaining parts of this section discuss other preventative plans put into place for this service, and possible contingency measures available to the client in the event of a prolonged service failure.

13. Disaster Recovery

13.1. Voyageur emphasizes prevention and management discipline and does not currently offer off-site disaster recovery services for our services. However Voyageur is in a position to develop disaster recovery plans within a contractual relationship with specific clients taking into consideration the specific conditions for each case.

14. Security

14.1. Voyageur has implemented the necessary logical and physical security required to ensure a secure environment in order to deliver our services. A number of procedures are implemented in order to control personnel, System Software maintenance, Application Software design and maintenance, Software controlled accessibility, Telecommunications, environmental infrastructure and physical access. Only authorized operators and system administrators have access to the NOC and equipment rooms.

15. Review and Update of the Service Level Agreement

15.1. Voyageur will periodically update this document, and will post updates from time to time on our website. Changes will be made at the sole discretion of Voyageur, with changes being made in the best interest of all parties. Some changes to this documentation may require contractual and pricing updates.