



Voyageur Internet Inc.  
323 Edwin Street  
Winnipeg MB R3B 0Y7  
Main: (204) 233-5555  
Fax: (204) 975-0554  
[support@voyageurinternet.ca](mailto:support@voyageurinternet.ca)

## Commercial Service Level Agreement (SLA)

(Effective June 1, 2013)

### 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 Master Services Agreement (MSA) and the Acceptable Use Policy (AUP).

1.3. This SLA applies to the Rural Residential 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 our Client Care center 24 hours a day, 7 days a week. The telephone number is (204) 272-9615; or via email at any time to [support@rainyday.ca](mailto:support@rainyday.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 99.9% 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 latency is estimated not to exceed more than 60 milliseconds.

### 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, our goal is to achieve a Mean Time To Repair (MTTR) as follows:

5.2. Highway Distance chart from Winnipeg MTTR

DISTANCE	REPOSE TIME
0 km — 100 km	6 hours
101 km — 200 km	8 hours
201 km — 400 km	10 hours
401 km +	15 hours

5.3. This MTTR is contingent on Voyageur having prompt access to its equipment in a customer's location.

### 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 a Network Outage Voyageur will credit the customer with the following schedule:

NETWORK OUTAGE REBATE (% of monthly fee excluding usage)

less than 4 hours	0%	4 hours to 24 hours	5%	25 hours to 72 hours	10%
72 hours or more	40%	7 days or more	100%		

### 7. SERVICE INTERRUPTION DEFINITION

A service is considered "unavailable" if three consecutive pings from Voyageur's NOC to the customer subscriber unit fail. Interruption does not include problems related to the customer's local area network (LAN) or any service failure caused by power outages in customer's location.



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#### 8. PROBLEM CLASSIFICATION & NOTIFICATION

8.1. Problems and service requests are recorded in the Voyageur task system and are evaluated by Voyageur 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 re-classified 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.

#### 9. HELP DESK HOURS

9.1. Commercial customers are given an emergency number (204) 272-XXXX for technical emergencies. This number is not published and must only be used for emergency situations. This number which can be used 24/7 is provided by the Chief Technology Officer or Technical Services Manager to the Customer in order to ensure it is only used for emergencies.

#### 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



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### 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  
1 hours Tier 3 Technical Support  
2 hours      Technical Services Manager  
4 hours      Chief Technology Officer

11.1.2. Priority 2 incident — Medium  
Time Escalate      Notify/Update  
1 hours      Tier 3 Technical Support  
4 hours      Technical Services Manager  
8 hours      Chief Technology Officer

11.1.3. Priority 3 incident — Low  
Time Escalate      Notify/Update  
4 hours Tier 3 Technical Support  
8 hours      Technical Services Manager  
1 day      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 corporate software security policy is in effect. 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.