



Platinum Communications Corporation Commercial Service Level Summary

Enterprise Broadband Solutions

Commercial Service Level Summary

I. General Overview

Platinum Communications Corporation, in the interest of building a strong business relationship, is pleased to provide a Service Level Agreement (SLA) to our corporate customer base. The SLA will commence upon the date of successful delivery of services to each network location and continue for the term provided in the duly executed SLA.

“The Platinum Corporate SLA” includes the following components that make up our network: gateway routers, core routers, aggregation routers, access routers, and connectivity to the Internet from the backbone. Also included is any equipment, components or elements, owned, installed or managed by Platinum Communications.

II. Network Availability

Platinum Communication’s network is engineered to **99.999%** availability and guaranteed to **99.9%** of availability.

A. Compensation

Platinum’s network services are considered available as long as the customer site beyond the demarcation point (i.e. workstation or server) of the Platinum-provided router can access the Internet. The service is not considered unavailable if the service is simply degraded or slow.

If Platinum is unable to meet the 99.9% Service Availability metric as detailed above for the service during any one-month measurement period (as confirmed by Platinum), the Customer will be provided with a Service Credit based on the total monthly recurring charges for the affected Internet Access Service and calculated in accordance with the following table. The Service Credit shall be applied to the next available billing.

Service Availability	Monthly Credit
Greater than 99.9% Availability	0%
Between 99.0 % and 99.9% Availability	10%
Less than 99.0 % Availability	25%

B. Basis for Service Credits

Calculation of the Service Availability objectives will be based on troubles reported by the Customer using Platinum's trouble ticketing systems. Service Outage Time begins when the Customer reports the trouble and releases the affected components to Platinum and ends when Platinum notifies the Customer that the problem has been resolved and the components are available to the Customer to use or service is otherwise rendered available.

C. Median Time to Restore

Mean Time to Restore is defined as the net elapsed time from the time a particular trouble ticket is opened during regular Platinum NOC hours to the time service is restored to normal operating performance. Mean Time to Restore (MTTR) is the average for all tickets over a one-month period for an individual service.

Platinum Communications guarantees **4 Hour** Median Time to Restore in core network locations and **Next Business Day** Median Time to Restore in customer network locations.

If Platinum is unable to meet the aggregate MTTR metric for the service during any one month period (as confirmed by Platinum), the Customer will be provided with a **20% monthly service credit** based on the total monthly recurring charges for the affected Internet or Data Service.

D. Technical Support

Platinum provides facilities based technical support from our Network Operations Center located in Calgary. Our technical support hours are as follows:

Telephone Support: (866) 301-4590 ext 1

Hours of Operation

Mon-Fri: 8:00 am to 10:00 pm

Sat: 8:00 am to 6:00 pm

Sun: 10:00 am to 6:00 pm

E-mail Support: support@platinum.ca

24/7 Technical Support is available, for an additional charge.

III. Provisioning – On Time Delivery

On-Time Delivery is the activation of services on or before the Commit Date provided by the Project Manager assigned to the customer's order. Commit Date refers to the date scheduled for the final test and activation of the services ordered. This is either the date a Platinum field technician is scheduled to come to activate the service with the network specialist or the date scheduled with the customer's technician to work with the network specialist to complete the activation.

Standard Build	30 Business Days
Advanced Build	30 Business Days plus one business day per link
Complex Build	30 Business Days plus two business days per link

Compensation

If Platinum is unable to provision a service on the Platinum-specified Commit Date, the Customer (upon written request to Platinum) will be provided with a Service Credit equivalent to the Non-recurring Installation charge (NRI) for the service in question. This guarantee applies to new installations but does not cover additions or changes to pre-existing services.

IV. 30 Day Satisfaction Guarantee

If you are not satisfied with Platinum's services; and all reasonable efforts have been made by Platinum to institute service resolution; you can terminate the Service Agreement without financial penalty (with written notice to Platinum) for any specific network location within 30 days of operational activation.

V. Excluded Items

- Local Access Facilities not supplied or sub-contracted through Platinum.
- "Test and Inquiry" trouble tickets.
- "No Trouble Found" Trouble Tickets.
- Outages where no trouble ticket has been established.
- The failure of customer premise equipment (including but not limited to routers and integrated modems) not supplied by Platinum as part of the service.
- Instances where Platinum is not afforded access to the Customer premise(s).
- Negligence of the Customer or parties authorized by the customer other than Platinum.
- Outages due to labour difficulties, civil commotion, governmental orders, acts of god, and other circumstances beyond Platinum's reasonable control.
- Problems originating outside the Platinum Network.
- The provisioning process must be complete and the services declared operational in order for the Service Level Agreement to apply.
- Outages due to hardware and software defects not under Platinum control.
- Unanticipated delays in OEM and vendor hardware provisioning not under Platinum control.