



FirstNet vSAT Services

Service Level Agreement Satellite Services

This SLA sets out the service level objectives that FirstNet has determined with respect to the quality parameters of the services provided by FirstNet to the customer as defined in the order form and the balance of the MSA accompanying this SLA. All terms defined in the MSA shall have the same meaning where referred to in this SLA. This SLA shall apply only to customers of FirstNet who are connected to FirstNet's network via a dedicated bandwidth satellite connection. These objectives shall not result in any additional liability to FirstNet beyond the remedies or recourse expressly set forth in SLA and the customer expressly understands and agrees that the remedies set forth in this SLA shall be the sole and exclusive recourse and /or remedy with respect to any claim in any way related to or arising from any delay, outage, degradation or non-compliance of the service.

Objective

This SLA specifies the service performance parameters and objectives to which FirstNet aspires and the sole and exclusive remedies arising from FirstNet failure to meet these objectives. The terms of this SLA are understood to supplement the MSA and the order form and in the event of any inconsistency, ambiguity between these documents such inconsistency or ambiguity shall be resolved pursuant to the order of precedence defined in the MSA.

Definitions

- "Availability" is defined as a percentage of the total measurement time minus unavailable time divided by the total time:

$$\frac{\text{Total Time} - \text{Unavailable Time}}{\text{Total Time}} * 100\%$$



- *“Unavailable time”*: consists of the number of minutes that the service was unavailable. The service is considered unavailable when an unscheduled maintenance prevents providing the customer with the ordered service. This excludes any service outage defined within section 9 and 10 of this SLA.
- The *“Backbone”* is defined as those connections running between national hubs on FirstNet’s wholly owned private network.
- *“Service Commencement Date”* shall be as defined in the MSA service schedule.
- *“Third Party Service(s)”* refer either to the third party circuit(s) (e.g. leased line(s)) that connect the customer’s premises to the FirstNet network or any managed telecoms services (e.g. rack collocation, on-site support services) purchased by FirstNet in order to serve as one-stop shop for the Customer.
- *“Scheduled Maintenance”* it may occasionally be necessary for FirstNet to carry out essential maintenance or network upgrades. Scheduled Maintenance shall generally occur no more than five (5) times in any given calendar month and is generally performed between 00.00 and 06.00 a.m. local time in the region where the service is located and/or performed. FirstNet will use commercially reasonable efforts to keep scheduled maintenance to a minimum and assure the availability of its services. Except in an emergency, or a Force Majeure Event, FirstNet and Customer will use commercially reasonable efforts to apply the following procedures with respect to Scheduled Maintenance. FirstNet will provide Customer with at least five (5) business days’ notice of any planned work that will affect the availability of Service except in case of emergency maintenance work on the network. Customer will confirm to *FirstNet* within two (2) business days that the Scheduled Maintenance proposal is acceptable. The absence of response from the Customer shall be deemed as acceptance. Where possible FirstNet will provide Customer with Scheduled Maintenance proposals and confirmation details should be exchanged by fax / e-mail / telephone as provided in the Agreement. Where feasible and possible FirstNet will make Temporary alternative arrangements during Scheduled Maintenance to avoid a break in the Customer’s Service.

Service Availability Objective

1. FirstNet’s satellite service/network availability objective is to be greater than 99.5% for all links provided via a FirstNet operated satellite.
2. Satellite circuit availability is calculated as a function of the link budget and is directly attributed to antenna gain combined with BUC power at p1dB compression point. All FirstNet link budgets are calculated at an overall RF availability of 99.5% or greater.

The above quoted availability figures take in to account biannual solar outages over both the A and B ends of the circuit. If the SLA thresholds as above are breached for any one given month, the customer shall be given one hour’s credit for each full hour of downtime up to three hours on any given day, and one full day’s service credit for each day on which the customer experiences more than 4 hours downtime.

Packet Loss and BER Objective

3. Packet loss measurements across a given link shall not exceed, on average 0.1%. Bit Error rate (BER) shall not exceed 1×10^{-5} post FEC processing.
4. Should this packet loss level or BER be exceeded for one week during a given month FirstNet shall credit the Customer one percent (1%) of the Service Fees for that specific Service for that particular month.



Installation Completion Objective

5. It is the objective of FirstNet to implement and deliver the Service to the Customer.

- *Standard delivery time is 5 weeks.*
- Following receipt of service order, landlord approval and payment of any down payment invoice order is acknowledged. A site survey will take place and customer will be notified of *planned delivery time* within 2 weeks of order acknowledgment.
- The Service will be deemed by FN to be ready for service upon the successful completion of the Service Compliance Test or as otherwise provided for in the Agreement.
- All satellite hardware is subject to availability at the time of order, delivery times will be advised once a signed order is received and accepted.

6. The delivery timescale may be extended for any or both of the following reasons:

- Any delay, outage, or non-compliance related to the Third-Party Service beyond FirstNet’s control
- Any delays in obtaining relevant permits from municipal authorities
- Installation of Customer’s CPE or of any item on the customer's side such as cabling, racks, power, etc. is delayed for reasons beyond FirstNet’s control.

Response Time Objectives

7. The response targets for all faults are as follows

	Response	Resolution Target
Traffic Down	90 mins	5 days
Carrier down	90 mins	1 day
All other Faults	90 mins	10 days

Dependent upon travel availability

Outage Reporting Objectives

8. FirstNet’s Network Operation Centre (NOC) will inform customer of any general system outage that may have affected the customer service within ninety (90) minutes its of first awareness of the incident. FirstNet will make reasonable attempts to notify and inform the Customer by submitting such notification via telephone or e-mail. To facilitate such notification, it is Customer’s responsibility to ensure that FirstNet and FirstNet’s NOC have any and all updated contact information for the Customer, namely all telephone, and e-mail addresses.

Exclusion from Service Objectives

9. Unavailable time shall exclude periods when service outages arise from or are otherwise indirectly caused by.
- Service outage periods due to any cause other than faults in the FirstNet Network, including faults or negligence of the Customer or problems associated with equipment connected on the Customer’s side of the FirstNet Service delivery point.
 - In the case that the customer’s premises equipment impacts or otherwise causes alterations of the quality of the service or impact on the network, FirstNet will proceed to disable the link, for the benefit of the other users of the network and such a disconnection will not be the basis for any Service credit under the



SLA. FirstNet will notify the customer as soon as possible in such event in order to allow customer to repair or address the problems.

- Outage periods reported by the customer in which no fault is observed or confirmed by FirstNet.
- Any fault period during which service is suspended pursuant to the terms of the agreement.
- Downtime when FirstNet technical staff cannot have access to the customer facilities, premises, or equipment when requested by FirstNet for the purpose of investigating the problem and restoring the service including those cases where the Service includes the management of equipment on the customer site by FirstNet.
- The customer requests FirstNet to test the customer connection although no fault has been detected and/ or reported by FirstNet.
- The customer requests FirstNet to upgrade the capacity of the service, if this operation results in an outage. Such an upgrade is subject to a new order form signed by the parties who will have agreed in advance the operational date of such an upgrade.

10. No Service credit shall apply:

- During scheduled maintenance affecting the service as defined in this SLA.
- For any use made by customer of a transmission capacity prior to the service commencement date.
- On a Third-Party service used by the customer to access the FirstNet network, regardless if provisioned through FirstNet in the name of customer.
- Performance degradations and service loss due to Denial Of Service attacks or other unlawful attacks generated inside the customer's network or executed against users inside the customer's network or the customer network infrastructure, will be excluded from SLA calculation as it is within the customer's responsibility to put in place the relevant protection mechanisms inside its network to protect itself and its customers. Nevertheless, FirstNet is available to support the customer by implementing appropriate measures on the FirstNet Network, such as limiting ICMP bandwidth, rate limiting over customers' ports, implementing filters, black-holing or jamming signals.

Miscellaneous

11. The customer acknowledges and agrees that the objectives set forth in this SLA do not constitute guarantees, commitments, or warranties of any kind whatsoever under applicable law and customer shall not receive or be entitled to any further remedy or compensation for any service outage, delay, or non-compliance beyond that expressly set forth in this SLA and any other liability, loss, damage, or cost incurred by customer as a result of any service outage is hereby expressly disclaimed and waived by the customer as an express condition for FirstNet's provision of the service.

12. Contract penalties shall be paid to customer by way of one or more credit note/s.

13. The customer shall not receive more than one set of service credit with respect to any one given incident; i.e. FirstNet will not allow separate credits for the backbone not being accessible AND the maximum round-trip time being exceeded for that given month.

14. Service credits to customer shall not exceed 100% of the contracted MRC incurred by the customer for the specific service or installation in question.

15. FirstNet will endeavour to acknowledge receipt of any service credit request via email within two (2) business days after such receipt and will review all requests within ten (10) business days after such receipt. Customer will be notified promptly upon resolution of the request.



16. Should FirstNet require additional information from customer, this 10-day notification period for customer shall begin upon receipt of all information required by FirstNet.

17. When the service credit request is submitted, the customer should pay invoices as detailed in the MSA and shall not setoff any service credits it would anticipate receiving from FirstNet.

18. The service credits provided for in this SLA assume compliance by customer with all the terms and conditions comprising the agreement including the MSA, order form, and this SLA and customer's failure to comply there with shall invalidate any rights to service credits provided herein.

Policy Change

19. FirstNet, at its sole discretion or upon request of a local or a national authority, shall be entitled to change, amend or revise this policy at any time, and for any reason, by providing written notice thereof to the customer in accordance with the notice provisions in the agreement.