



**NETWORK ACCESS SERVICES  
SERVICE DESCRIPTION AND TERMS AND CONDITIONS**

**PART I - GENERAL**

**Service Agreement**

1. This Service Description and Terms and Conditions for Network Access Services (the "**Service Provisions**") constitute part of any agreement (the "**Agreement**") between Niagara Regional Broadband Network Limited (the "**Supplier**") and the Customer identified in the Agreement (the "**Customer**") which expressly incorporates by reference these Service Provisions. These Service Provisions and any other any Terms and Conditions, Policies, Service Descriptions and other provisions expressly incorporated by the Agreement collectively constitute the "**Terms and Conditions**". The Agreement and all Terms and Conditions collectively constitute the "**Service Agreement**".

**Application of Terms and Conditions**

2. These Service Provisions provide a description of, and the terms and conditions that relate specifically to, the particular "Services" (as defined herein) being provided by the Supplier to the Customer. These Service Provisions together with the other parts of the Service Agreement comprise the entire basis and agreement upon which the Services are provided by the Supplier to the Customer.

**Definitions**

3. "**Supplier's Network**" means the telecommunications network operated by the Supplier exclusive of all Local Loops.

4. "**Local Loop**" means a connection between Supplier's Network and a user of Supplier's Network.

5. "**Customer's Local Loop**" means an optical fibre connection between Supplier's Network and the Demarcation Point of a Location, including all fibre, conduit and facilities installed to make the connection.

6. "**UNI**" or "**User Network Interface**" means the Ethernet interface physical medium installed by the Supplier to provide the Customer access to Supplier's Network whose physical media shall be presented as defined in the IEEE 802.3-2012 standard for 10 Gbps, 100BaseTX, or 1000BaseTX Ethernet Interfaces.

7. "**Demarcation Point**" means the UNI port facing the Customer from the Supplier's Network.

8. "**DSCP**" means Differentiated Services Code Point.

9. "**Quality of Service**" or "**QoS**" means management of the Customer's traffic (so as to provide prioritized transmission) through the Supplier's Network based upon DSCP values defined by the Customer. QoS is provided by the Supplier only

if subscribed for by the Customer and identified in the Agreement.

10. "**Location**" means a Location identified in the Agreement to which the Services are to be provided.

**Definitions in Service Agreement**

11. Terms used and not defined herein shall have the meanings given thereto elsewhere in the Service Agreement.

**PART II - SERVICES**

**The Services**

12. The "**Services**" comprise access to and use of the Supplier's Network using the Customer's Local Loop(s) and an Ethernet interface as identified in the Agreement. Unless otherwise indicated in the Service Agreement, the Services are "symmetrical" (that is, the rate of reception is not less than the rate of transmission) and "full duplex mode" (that is, transmission and reception may occur at the same time). The Customer does not by virtue of the Service Agreement or otherwise howsoever acquire any ownership or other interest whatsoever in Supplier's Network or Customer's Local Loop except the right to access and use same in accordance with, and subject to, the terms of the Service Agreement.

**Access at Demarcation Point**

13. The Supplier will provide access to Supplier's Network through the Customer's Local Loop and terminating at a UNI installed at a termination panel located in proximity to the electrical and/or telecommunications service entrance to, the Customer's premises; The connection from the Demarcation Point to, and the installation and maintenance of, the Customer's communication network and equipment is the responsibility and cost of the Customer.

**Requests for Assistance**

14. All requests by a Customer for assistance in respect of the Services shall be made in accordance with Part VII of the General Commercial Terms and Conditions comprising part of the Service Agreement.

**PART III - SERVICE INTERRUPTION & RESTORATION**

**Service Level Objectives**

15. The Supplier's "**Service Level Objectives**" with respect to the Services are:

- (i) **Availability**: not less than 99.999%;

- (ii) **Latency:** a maximum one-way trip transmission delay of ten milliseconds between intra-regional points-of-presence (POPs) of the Supplier;
- (iii) **Packet Loss:** 0.1% or less, generally, and is 0.001% or less for traffic marked with a DSCP of 40 through 47 for Customers that subscribe for Quality of Service; and
- (iv) **Throughput:** not less than 95% of the Customer's Bandwidth Profile identified in the Agreement.

and, while the Supplier will use commercially reasonable efforts to achieve the Supplier's Service Level Objectives, the Supplier shall not have any liability to the Customer should the Supplier fail to achieve any of the Service Level Objectives.

#### **Additional Definitions**

16. "**Availability**" is the percentage of the total time (the "Total Time") during a particular calendar month which the Services are available for use by the Customer, being the percentage that (i) the result obtained by subtracting Interruption Time from Total Time is of (ii) Total Time.

17. "**Latency**" is the one-way delay measured between when the first bit of a service frame enters the ingress UNI to when the last bit of the same service frame leaves the egress UNI.

18. "**Packet Loss**" is the percentage of "in-profile" Service Frames not reliably delivered between UNIs over a calendar month.

19. "**Throughput**" is the amount of 256 byte Service Frames in both ingress and egress directions that Supplier's Network will deliver under normal operating conditions.

#### **Mean Time to Restore Services**

20. The objectives of the Supplier is to have a mean time to restore ("**MTTR**") an interruption of the Services: (i) related to the Supplier's electronics and systems, of four hours; and, (ii) related to other equipment and physical cable plant of the Supplier, of eight hours. While the Supplier will use commercially reasonable efforts to achieve such objectives, the Supplier shall not have any liability for failing to achieve such objectives except for the provision of SLA Credits in applicable circumstances in accordance with other provisions of these Service Provisions.

#### **Service Level Agreement & SLA Credits**

21. In the event, and in each event, that Interruption Time in relation to the Services exceeds forty-five (45) minutes then, if and only if requested in writing by the Customer within ten days of the end of the calendar month in which the Interruption occurred, on the next invoice by the Supplier to the Customer, the Customer shall be credited with an "**SLA Credit**" equal to one thirtieth (1/30<sup>th</sup>) of the Monthly Recurring Charge for the Services: (i) for the initial forty-five (45) minutes of Interruption

Time; and (ii) for each full one hour of Interruption Time following the initial forty-five (45) minutes of Interruption Time.

#### **Interruption Time**

22. "**Interruption Time**" is the time that the Services are not available for use by the Customer at the Demarcation Point of a Location. Interruption Time begins when the Supplier opens a "Service Ticket" in response to an interruption in the provision of the Services reported to the Supplier by the Customer and the Customer releases the affected circuit(s) to the Supplier for testing and repair and ends upon the earlier of: (i) when the Service Ticket indicates the Services are no longer interrupted; and (ii) the return of the affected circuit(s) for use by the Customer.

#### **Exclusions from Interruption Time**

23. Interruption Time does not include time when the Services are not available to the Customer due to: (i) interruptions for the purposes of allowing the Supplier to maintain, repair, implement a request from the Customer in relation to, upgrade or change Supplier's Network, a Local Loop or the Customer's Services; (ii) interruptions not reported to the Supplier; (iii) interruptions due to Force Majeure; (iv) interruptions and delays caused by the Customer (including delays in the Customer providing the Supplier access to facilities to investigate or correct interruption of service or resulting from breaches or non-compliance by the Customer of its obligations under the Service Agreement); (v) interruptions and delays caused by third parties; (vi) the failure of equipment, systems or services not controlled by the Supplier;; and (vii) transient service degradation of short duration which clears before any repair action is taken.

#### **Limit on SLA Credits**

24. In no event shall the total of all SLA Credits relative to the Services provided to a Location during a calendar month credited to the invoice to the Customer relative to the particular Location and calendar month exceed the amount of the Monthly Recurring Charge for the Services provided to the particular Location for the particular calendar month to which the invoice relates. There shall be no carryforward or carryback of any SLA Credits to a calendar month other than the calendar month in which occurred the Interruption Time to which the SLA Credits relate. There shall be no carryover of any SLA Credits to apply against the charges by the Supplier to the Customer for any other service provided by the Supplier to the Customer. The Customer shall not be entitled to any credits or other compensation from the Supplier with respect to the provision of the Services except those expressly provided therefor herein.

#### **SLA Credits Apply Only With Respect to Supplier's Network**

25. Supplier will provide SLA Credits only in relation to traffic over Supplier's Network. In the event that a Location of the Customer is provisioned through a network not owned or operated by the Supplier then no SLA Credits will be provided in relation to traffic between such Location and another

Customer initials

location of the Customer and, instead, the Supplier shall pass along to the Customer the credits, if any, that the Supplier may become entitled to from the third party provider.

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