

# PANGAEA

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## PANGAEA Service Level Agreement January 28, 2008

### **1. Service Levels**

Installation: PANGAEA will exercise commercially reasonable efforts to install any PANGAEA service on or before the Customer Commit Date. This installation service level does not apply to Customer Orders that contain incorrect information supplied by Customer or Customer Orders that are altered at Customer's request after submission and acceptance by PANGAEA. In the event PANGAEA does not meet this Installation Service Level for a particular PANGAEA service for reasons other than an Excused Outage, Customer will be entitled to a service credit for each day of delay equal to the charges for one (1) day of the allocated monthly recurring cost for the affected service, up to a monthly maximum credit of ten (10) days.

Network Availability: PANGAEA's goal is to maintain 100% network availability and PANGAEA commits to maintain an average monthly availability of greater than 98.5%. Network downtime will exist when Customer is unable to transmit or receive data over the PANGAEA network. Network downtime is measured from the time the PANGAEA Operations Director becomes aware of the downtime to the time Customer can again transmit and receive data. When the per occurrence downtime is greater than four hours, Customer is entitled to a service credit for that occurrence. That credit will equal 1/30 of the total monthly recurring cost for each hour of network outage in excess of four hours.

Mean Time to Repair: PANGAEA's goal is to deliver a Mean Time to Repair of four hours from the first report of trouble. Mean Time to Repair is measured based on the total time it takes to restore service interruptions. Customer will be entitled to a service credit equal to 10% of the total monthly recurring cost paid by Customer during the calendar month in which the Mean Time to Repair goal is not met. This calculation will average all service outages for the month.

Maintenance: PANGAEA or designee will provide seven (7) days notice of any scheduled network maintenance activities. Eight (8) hours notice will be provided for items that require network maintenance and cannot wait until the normal maintenance window. PANGAEA or designee will perform maintenance activities between 9 PM and 6 AM unless otherwise required.

Support/Monitoring: PANGAEA or partner designee will be available 24/7 for monitoring, support and repair. PANGAEA's Operations Director will be the point of contact for all service related issues. An escalation list is provided in this document. All PANGAEA network equipment is monitored 24/7 so that the Operations Director will be notified immediately of any outages or other problems.

Restoration: Personnel will be on site for emergency unscheduled maintenance within four hours of becoming aware of an event.

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## **2. Customer Responsibilities**

The Customer will provide surge protected power and sufficient computer room space for all equipment needed to interconnect with the PANGAEA network. PANGAEA or designee and Customer will work together to identify any network issues that do not have a clearly defined responsible party. The cost of catastrophic repairs will be shared among customers on a pro-rata basis based upon strand count in the impacted sheath. Although rare, service interruptions do occur. Therefore, PANGAEA recommends that the Customer maintains a backup service.

## **3. Excused Outages**

PANGAEA will not be responsible for outages caused by Customer neglect, equipment not owned or controlled by PANGAEA, catastrophic damages, or instances of Force Majeure.

## **4. Credit Exceptions**

In the event Customer is entitled to multiple credits arising from the same event, the credits will not be cumulative and Customer will receive the maximum single credit available for that event.

## **5. Limits of Liability**

PANGAEA's total maximum liability per event is equivalent to one month's recurring cost for the PANGAEA service.

## **6. Escalation List**

### **1<sup>st</sup> Level**

#### **Stu Davidson (Operations Director)**

Cell: 828-817-2919  
Emergency Only: 864-457-5239  
[stu@e-polk.org](mailto:stu@e-polk.org) or [davidsons@charter.net](mailto:davidsons@charter.net) (home)

### **2<sup>nd</sup> Level**

#### **Ron Walters (Executive Director)**

Cell: 828-817-0863  
Emergency Only: 864-384-3183  
[ronw@e-polk.org](mailto:ronw@e-polk.org)

### **3<sup>rd</sup> Level**

#### **Jeff Byrd (President – Board of Directors)**

Office: 828- 859-2737 x106  
Cell: 828- 817-0012  
[jbyrd@tryondailybulletin.com](mailto:jbyrd@tryondailybulletin.com)

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