



Service Level Agreement (SLA)

This Service Level Agreement (“SLA”) applies to the services (“Services”) provided by **Clear Rate Communications LLC** (“Clear Rate”) to the Customer under the applicable agreement (“Agreement”) and incorporated [Terms and Conditions](#).

1. Scope

This SLA applies only to the Services expressly identified in the Agreement and does not apply to services outside that scope.

2. Performance Objectives:

- **Availability**
 - Provider will use commercially reasonable efforts to provide **99.9% monthly availability***, excluding:
 - Scheduled maintenance (with notice)
 - Force majeure events
 - Customer-caused issues or third-party failures
- **Latency**
 - ≤ 80 ms round-trip time (RTT)*
- **Packet Loss**
 - 1% average loss*
- **Jitter**
 - ≤ 30 ms one-way jitter*

* Service Level Credits

If the Service Provider fails to meet the applicable Service Level commitments set forth in above, Customer will be eligible to receive 10% credit for the month it occurred. For the purposes of calculating service credits, multiple Service Level violations occurring concurrently and resulting from the same underlying incident shall be treated as a single occurrence. Separate incidents affecting different services or occurring independently may qualify as separate occurrences. Service credits will be calculated based on the monthly recurring charge (MRC) for the affected service. In no event shall the total service credits issued in any single billing month exceed one hundred percent (100%) of the monthly recurring charge for the affected service during that billing period. Service credits shall constitute Customer’s sole and exclusive remedy for Service Level failures unless

otherwise expressly stated in this Agreement. Applies only to Clear Rate-managed, on-net services and does not extend to performance or availability over the public Internet or third-party networks, and only during normal operating conditions. Credits must be requested within **30 days** and are the Customer's sole remedy for SLA failure.

3. Support Response Targets

- All issues are documented in a ticket and assigned a priority based on severity and business impact.

Normal Business Hours Monday–Friday: 7:00 AM – 5:00 PM

Issue Severity	Initial Response Time	Escalation Threshold
High	1 hour	1 day
Medium	1 hour	2 days
Low	2 hours	3 days

After Hours / Weekends/ Holidays - On-call Network Operations Center personnel provide support.

Issue Severity	Initial Response Time	Escalation Threshold
High	2 hours	1 day
Medium	2 hours	2 days
Low	Next Business Day	3 days

Response time means acknowledgment and investigation, not resolution.

- **High – Total Customer Outage** - A monitored device or service has completely failed, resulting in a severe interruption to customer operations. Significant service impact to municipalities, fire, rescue or public safety will be treated as High Severity by default.
- **Medium – Multiple users or devices impacted, moderate priority** – A major degradation of service is occurring, significantly affecting key business functions.
- **Low – Single Use Device or low priority** - The issue has minimal or no impact on business operations. Feature change requests.

Customer Communication Standards

- The NOC will attempt to contact the customer by phone first.

- If the customer cannot be reached, a voicemail will be left.
- A follow-up email will be sent when an email address is available.
- All emails originate from the NOC group inbox for consistency.
- Unless otherwise requested, customers receive two daily updates: one in the morning and one in the evening.

Issue Communication Flow

- The issue is communicated to the Account Manager, Sales VP, and NOC.
 - A ticket or task is created to document and track the issue.
 - The issue is assigned the appropriate priority level.
 - The ticket is acknowledged within the required response-time standards.
 - Ongoing updates are provided in alignment with the assigned priority and customer communication preferences.
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4. Customer Responsibilities

Customer will provide timely access, accurate information, and use supported systems. Failure to do so may impact SLA performance.

5. Exclusions

This SLA does not apply to customer misuse, third-party outages outside Provider's control, or beta/trial services.

7. Changes

Provider may modify this SLA with reasonable notice. Continued use constitutes acceptance.

Effective Date: February 26, 2026

Provider: Clear Rate