



HAWAII DIALOGIX TELECOM

SERVICE LEVEL AGREEMENT

This document outlines the **Service Level Agreement** (“SLA”) for Hawaii Dialogix Telecom, LLC (“HDT”). Certain words used, but not defined herein, shall have the meanings given to them in the HDT Terms and Conditions Agreement (including terms and conditions, attachments, and service orders attached to associated to the “Agreement”). This SLA is a part of, and hereby incorporated by reference into, the Agreement. If any provision of this SLA and any provision of the Agreement are inconsistent or conflicting, the inconsistent or conflicting provision of this SLA shall control. This SLA document applies only to services provided over HDT’s own network (“On-Net”) and not any portion that is provided by a third party.

The availability of HDT’s network and hosted content shall be not less than 99.9% measured over any calendar month. Credits for Service Outages will be issued at 1/1440 of the applicable MRC per 30 minute outage for up to a 24-hour period, but if a Service Outage lasts greater than 24 hours, at 1/144 of the applicable MRC per 3 hour period. Credits issued during any calendar month will not exceed the MRC associated with the affected Service that experienced the Service Outage(s).

Service Outage Definition: A “Service Outage” is defined as either: (a) material non-compliance with a specific performance metric in a service level agreement and such non-compliance is caused by HDT’s Network; or (b) a complete loss of transmission or reception capability for a Service caused by HDT’s Network.

Reporting and Tracking of Service Outages: If there is a Service Outage, Customer must contact HDT’s Customer Service Center at either 808-440-8700 or customerservice@hawaiidt.com, and HDT will open a trouble ticket and provide Customer with a trouble ticket number for tracking purposes.

Duration of Service Outage and Application of Credits: For the purpose of calculating applicable credits, a Service Outage begins when Customer reports the Service Outage to HDT, and ends when the Service is restored. The duration of the Service Outage only includes outages that are caused by HDT’s Network and do not include outages caused by the equipment, acts or omissions of Customer, third parties, Force Majeure events, or outages occurring during scheduled or emergency maintenance. The duration of a Service Outage also does not include any time during which HDT is not allowed access to the premises necessary to restore the Service. Credits for Service Outages are only issued if requested by Customer, and such requests must be submitted to HDT within 120 days from the date Service is restored.

Chronic Trouble Services: If two Service Outages have occurred on a particular Service during a 30-day period, and a third Service Outage occurs within thirty days following the second Service Outage, Customer may terminate the applicable Service without early termination liability provided that Customer supplies HDT with a written termination notice no later than thirty days following the third Service Outage.

3375 Koapaka St. Suite B-280 Honolulu, HI 96819

P: 808-440-8700 F: 808-440-8710

E: customerservice@hawaiidt.com W: hawaiidt.com



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Remedies: Notwithstanding anything to the contrary in this Agreement, the remedies set forth in the service level agreement and in Sections 8(a) and 8(e) of this Agreement constitute Customer's sole and exclusive remedy for Service Outages.

Service Outages Not Caused by HDT's Network: If HDT responds to a service call initiated by Customer, and HDT reasonably determines that the cause of the problem is: (i) not due to HDT's Network; or (ii) on Customer's side of the Demarcation Point, Customer must compensate HDT for the service call at HDT's then prevailing Time and Materials rates.

Internet Speeds: Speeds seen over WiFi technology will also be dependent on many factors including the number and strength of antennas on both the broadcast and end-user equipment as well as interference in your general area. With super fast speeds, there are limitations that all carriers and providers experience. Please be aware that your speed will only be as fast as your device(s) and can be constrained by a variety of factors.

HDT suggested computer specifications:

- Operating System: Windows 7 Pro 64-bit
- Processor: Intel® Core™ i5-3320M CPU @ 2.60GHz (4 CPUs)
- RAM: 16 GB
- Network adapter (naming device varies): 1000Mbps, 1000baseTx, or GigE

Please contact us 808.440.8700 with any additional questions.

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