

Service Level Agreement

General

When using our services, equipment, networks and any products, content, applications or services in conjunction with the Services or Equipment, you must comply with all applicable laws, and our policies, rules and limits including this Service Level Agreement (SLA). This SLA supplements and is incorporated into the Internet Lightspeed Terms of Service (TOS) which is available at www.lightspeed.ca/terms-and-conditions.

IF YOU DO NOT AGREE TO BE BOUND BY THE INTERNET LIGHTSPEED TERMS OF SERVICE, THIS SERVICE LEVEL AGREEMENT, AND ALL POLICES SET FORTH BY INTERNET LIGHTSPEED, AND ANY CHANGES AS AMENDED FROM TIME TO TIME, YOU SHOULD IMMEDIATELY STOP USING THE SERVICES AND NOTIFY INTERNET LIGHTSPEED THAT YOU ARE TERMINATING THE SERVICES. CONTINUED USE OF SERVICES INDICATES YOUR ACCEPTANCE OF BOTH THIS SLA, TOS, AND FULL SUITE OF POLICIES.

I. Service Level Agreement for all Internet Lightspeed Broadband Services.

•**Eligibility.** To be eligible for credits under this Service Level Agreement (SLA), you must be a current customer of Internet Lightspeed with an active account in good standing. Customers that have outstanding account balances, are in violation of the Internet Lightspeed Terms of Service, or other polices are ineligible for credits under this SLA. Customers are required to have a minimum of one full calendar year of paid service from Internet Lightspeed to be a participant in this SLA. The Customer agrees that this SLA cannot be negotiated, or part of any Customer initiated legal action, compensation, arbitration via governmental or organizational body, and agrees to be bound by the terms and conditions of this SLA.

•**Force Majeure.** Any delay in or failure of performance by Internet Lightspeed will not be considered a breach of this Service Level Agreement if and to the extent caused by "Force Majeure" events (as defined in the Internet Lightspeed Terms of Service and other governing policies).

2. Service Level Availability

2.1 Service Availability Scope. The Customer agrees and understands that the nature of broadband Internet access can be limited by a variety of factors outside of the scope, or control of Internet Lightspeed. This can include, but not limited to, routing issues, end connection unavailability, limited speeds, etc. As such the Customer understand that advertised and posted speeds of any and all monthly Broadband service packages are theoretical maximum speeds, not minimum levels of service. Internet Lightspeed Service Level Standard provides that any Broadband service package that achieves less than 60% of both the advertised upload and download speeds for minimum period of 72 hours will be covered by this SLA.

2.2 Service Availability Standard Determination. The Customer agrees with the understanding that Internet Lightspeed does not maintain field technicians to make service determinations. Internet Lightspeed does have Support Technicians available to assist with the required testing of the Internet Lightspeed Broadband connection. The Customer agrees to assist Internet Lightspeed personnel in conducting a direct test of their connection by bypassing all internal networking, Customer configured equipment, and devices. This includes, but not limited to, routers, firewall devices, WiFi connections, etc. The Customer agrees that only a direct connection to the modem via the method, as directed by Internet Lightspeed personnel, shall be the sole determining factor as to Service Availability Standard to allow coverage under this SLA, TOS, and all Internet Lightspeed policies.

2.3 Site Availability Remedy. To receive any credit for a failure to meet the Service Level Standard under this SLA a Customer must provide access to their location, demarcation point, and or interior structure housing the terminus location of the Internet Lightspeed Broadband service. The Customer understands and agrees that they will afford all possible access and assistance with any third part agents employed by Internet Lightspeed to determine service availability and resolve any potential issues, failure to do so will terminate their coverage under this SLA, and may result in the termination of the Broadband service provided by Internet Lightspeed.

2.4 Calculation of SLA Disruption Period. Credit for an SLA Service Disruption is calculated from the point at which it is first reported to Internet Lightspeed by the Customer. Failure by the Customer to promptly report any and all potential SLA, Service Disruptions will result in longer periods of potential service issues, it is in the best interests of the Customer to promptly report any such potential issues. The Customer understands and agrees that Internet Lightspeed will not be responsible for, nor provide credit for any unreported SLA Service Disruption or preexisting condition. As well the Customer also agrees that credit will not be provided under this SLA for any issues resultant from owner negligence, equipment, inside wiring, or items covered under the Internet Lightspeed TOS. The Customer agrees that the credit coverage period is solely determined by Internet Lightspeed.

2.5 Credit Limitation. Once determination of a Service Level Availability fault has been confirmed by Internet Lightspeed the Customer will receive credit for the full period of the limited Service Level Availability required to:

- i) repair of the Service Level Availability fault has been completed
- ii) the Customer accepts continued use of the diminished Service Level Availability fault
- iii) Internet Lightspeed terminates the Customer's Broadband Internet Service as unsolvable

3. Service Disruption.

3.1 Scope. The Customer understands that a Service Disruption is defined as a condition equivalent to not have an Internet Lightspeed Broadband Service. Any intermittent connectivity issues noted by the Customer will be attended to by Internet Lightspeed under Section 2 of this SLA. The Customer also understands and agrees that Internet Lightspeed shall not be responsible for Service Disruptions that are the result of conditions outside of their responsibility, such as, but not limited to, routing issues, end connection unavailability, limited speeds, etc, and are not covered under this SLA.

3.2 Determination Process. The Customer agrees with the understanding that Internet Lightspeed does not maintain field technicians to make service determinations. Internet Lightspeed does have Support Technicians available to assist with the required testing of the Internet Lightspeed Broadband connection. The Customer agrees to assist Internet Lightspeed personnel in conducting a direct test of their connection by bypassing all internal networking, Customer configured equipment, and devices. This includes, but not limited to, routers, firewall devices, WiFi connections, etc. The Customer agrees that only a direct connection to the modem via the method, as directed by Internet Lightspeed personnel, shall be the sole determining factor to confirm a Service Disruption, which will allow coverage under this SLA, TOS, and all Internet Lightspeed policies.

3.3 Calculation of Time to Repair (TTR). Credit for a Service Disruption and is calculated from the point at which it is first reported to Internet Lightspeed by the Customer. Failure by the Customer to promptly report any and all potential Service Disruptions will result in longer periods of potential service issues, it is in the best interests of the Customer to promptly report any such potential issues. The Customer understands and agrees that Internet Lightspeed will not be responsible for, nor provide credit for any unreported Service Disruption or preexisting condition. As well the Customer also agrees that credit will not be provided under this SLA for any issues resultant from owner negligence, equipment, inside wiring, or items covered under the Internet Lightspeed TOS. The Customer agrees that the credit coverage period is solely determined by Internet Lightspeed.

3.4 Credit Limitation. Once determination of a Service Disruption has been confirmed by Internet Lightspeed the Customer will receive credit for the full period of the Service Disruption from the date first reported to:

- i) the date of the repair of the Service Disruption fault
- ii) Internet Lightspeed terminates the Customer's Broadband Internet Service as unrepeatabe

4. Credit Calculation. The Customer understands that any and all credit in regard to this SLA, and the coverage provided, is limited to a prorated "per day" value calculated on a standard formulation based on the pretax value of the Customer's monthly Broadband Internet Service Package. This will appear as a credit on the next regular monthly invoice for the same service that the credit was generated against. Any credits generated under this SLA will not be refunded to the Customer, and can only be used to offset future payment to Internet Lightspeed by the Customer. The Customer agrees that the amount of credit is the sole discretion of Internet Lightspeed. Credit amounts are not provided as an omission of fault, or liability on the part of Internet Lightspeed. The Customer agrees that the decision and credit amount is final and cannot be negotiated, or part of any Customer initiated legal action, compensation, arbitration via governmental or organizational body.

Contact Us

If you have questions or concerns about this Service Level Agreement, Terms of Service, or other policies, please contact us at:

Internet Lightspeed
276 – 5489 Byrne Road,
Burnaby, BC V5J 3J1
P: (604) 482-1190
F: (604) 482-1191

*This Service Level Agreement was updated June, 25th, 2020,
and replaces all previous versions.*