



# Geckotech Service Level Agreement

## Highlights:

*100% guarantee for VoIP Service*

*99.9% guarantee for T1 Service*

Geckotech, LLC offers various network connectivity/Internet access options, voice over IP (VoIP) and related services, to businesses. Geckotech is committed to high quality performance and customer care. As part of every GeckoConnect package or T1 circuit which you order from us, we are pleased to offer you the following Service Level Commitments, at no additional charge to you:

## Time to Restore Service Commitment

**Our Commitment:** The time to restore service for a GeckoConnect access circuit (i.e., the T1 "line") is four (4) hours. The "time to restore" begins on the date and time when Customer reported the service impairment to Geckotech, via Geckotech's authorized "trouble ticketing system," together with all information necessary for Geckotech to respond to the trouble ticket, and ends upon confirmation by Geckotech to Customer that service has been restored (in each case, based upon Geckotech's records). This period shall be extended to account for any period of time spent by Geckotech waiting for a response, availability, action, or access to the premises from Customer in furtherance of the repair effort, and any period of time during which a "force majeure" event (see below) affecting service has occurred and is continuing.

**Your Remedy:** If Geckotech fails to meet the above "time to restore service" commitment, Customer may request a Service Credit equal to one (1) day's contracted, monthly recurring service charge for the GeckoConnect access circuit. Customer is eligible for an additional day's Service Credit for each subsequent 24-hour period (commencing upon expiration of the initial 4-hour cure period) that the T1 line remains unavailable.

## Implementation Interval

**Our Commitment:** The guaranteed installation interval for a GeckoConnect access circuit is thirty (30) whole business days from the time when Geckotech acknowledges receipt of a complete order, via "welcome call" or similar confirming correspondence to Customer, to the point in time when a working T1 circuit has been delivered by Geckotech to the premises, together with any related basic wiring included as part of basic service installation, or, if delivery of service is prevented or delayed by Customer, the point in time when Geckotech notified Customer that Geckotech stood ready to deliver such service. This interval shall be extended to account for any period spent by Geckotech waiting for a response, availability, action or access to the premises from Customer in furtherance of the installation process, any change in due date by Customer, unavailability of ILEC facilities, Federal holidays, and any



period of time during which a "force majeure" event affecting installation has occurred and is continuing.

**Your Remedy:** If Geckotech fails to meet the above "installation interval" commitment, Customer is eligible for a Service Credit equal to 50% of the contracted monthly recurring service charge for one (1) month's use of the T1 circuit. This credit shall only be earned in the event that Customer permits ultimate installation of the circuit and does not cancel service, for any reason, prior to installation.

## Latency Commitment

**Our Commitment:** Geckotech commits to provide an average monthly roundtrip delay of 80 milliseconds or less within Geckotech's network in North America.

**Your Remedy:** Any Customer who experiences average latency in excess of 80 milliseconds for any calendar month may request a two-day Service Credit. Any Customer who experiences average latency in excess of 80 milliseconds in each of two consecutive months may request a seven-day Service Credit.

## Network Availability Commitment

**Our Commitment:** Geckotech commits to provide 99.9% availability each month for your connection within Geckotech's network in North America.

**Your Remedy:** Any Customer who experiences availability of the network connection of below 99.9% in any calendar month may request a one-day Service Credit for each whole hour of unavailability in such month in excess of the above minimum commitment.

## GeckoConnect VoIP Availability Commitment

**Our Commitment:** Geckotech commits to provide 100% availability each month of our hosted VoIP service, GeckoConnect. Availability refers to uptime of the core equipment and call processing, not a customer's ability to access the service due to internet connection issues or outages.

**Your Remedy:** Any Customer who experiences availability of the hosted VoIP service of below 100% in any calendar month may request a one-day Service Credit for each whole hour of unavailability in such month in excess of the above minimum commitment.



## Customer Premise Equipment Commitment

**Our Commitment:** All Customer premise equipment (i.e., the installed bridge, modem or router (CPE) in support of service) leased from Geckotech will be guaranteed by Geckotech to be free from defects (other than those attributable to abuse, tampering or unauthorized repair or modification) during the term of service.

**Your Remedy:** Geckotech will repair or replace all leased CPE that is determined by Geckotech to be defective (and not the subject of Customer misuse, tampering or unauthorized repair/modification) within the applicable warranty period.

## Network Maintenance

**Normal Maintenance:** Normal maintenance refers to upgrades of hardware or software or upgrades to increase capacity. Normal maintenance may temporarily degrade the quality of the service including possible outages. Such effects related to Normal Maintenance shall not give rise to service credits under this SLA. Normal Maintenance shall be undertaken only as follows: Sunday between the hours of 2:00 AM and 6:00 AM and Monday between the hours of 1:00 AM and 5:00 AM CDT.

**Urgent Maintenance:** Urgent Maintenance refers to efforts to correct network conditions that are likely to cause a material service outage or that require immediate action. Urgent Maintenance may degrade the quality of the service including possible outages. Geckotech may undertake Urgent Maintenance at any time deemed necessary and shall provide notice of Urgent Maintenance to customer as soon as is commercially practicable under the circumstances.



## Service Credit Specifications

In the event Geckotech fails to achieve any Service Level Commitment, at your request, Geckotech will credit your account in accordance with the applicable remedy set forth above in connection with such Service Level Commitment and subject to the following:

To be eligible for a Service Credit, you must report the commitment failure to Geckotech within five (5) days of its occurrence (**via telephone at 312-948-2995 or via e-mail notification to support@Geckotechllc.com**), and you must have notified Geckotech of any service-affecting conditions at the time of such failure and have provided Geckotech with reported issue.

All requests for Service Credits for validly reported commitment failures must be delivered in writing to Geckotech at **300 N Elizabeth St Ste 510-C, Chicago, IL 60607, attention: Customer Service Dept./Service Credits**. Requests must identify the Service Level Commitment at issue, include the "trouble ticket" number assigned to Customer's report, and include such other information as Geckotech may have reasonably requested to assist it in verifying the request. Geckotech may reject any Service Credit request which does not provide sufficient supporting information to allow Geckotech to verify the claim. All requests for Service Credits will be subject to confirmation by Geckotech, and will be applied by Geckotech as soon as possible to a subsequent recurring invoice following approval. Geckotech shall promptly notify Customer of its resolution of the reported event. Customer must claim any applicable Service Credits by the 15th day of the month following the month in which (a) the reported incident was resolved (in the case of credits for "availability" or "time to restore" commitments), or (b) the billing start date of the affected T1 circuit (in the case of the "installation interval" commitment). Geckotech will inform Customer of credit requests rejected for insufficient information, and Customer will be allowed to resubmit such requests with additional supporting information within fifteen (15) days of Geckotech's notification of its rejection of the credit request. After Customer resubmits the credit request with the additional supporting information, the standard verification and crediting timelines outlined herein shall apply.

Service Availability	Credit
Uptime of 100% or higher (Less than 5 minutes of downtime)	No Credit
Uptime of 99.9% - 99.99% (Between 5 and 43 minutes of downtime)	1%
Uptime of 99.0% - 99.9% (Between 43 and 432 minutes of downtime)	2%
Uptime of 98.0% - 98.9% (Between 432 and 864 minutes of downtime)	3%
Uptime of 97.0% - 97.9% (Between 864 and 1,296 minutes downtime)	5%
Uptime of 95.0% - 96.9% (Between 1,296 and 2,160 minutes downtime)	10%
Uptime of 90.0% - 95.0% (Between 2,160 and 4,320 minute downtime)	15%
Less than 90% (More than 4,320 minutes of downtime)	33%



The maximum Service Credit to be granted for all failures within a given month shall not exceed 33% of recurring fees charged by Geckotech for the given service for the month in which the given Service Credit is claimed. Any excess credits will not carry over into later invoices. Remedies available hereunder shall only be payable in the form of a Service Credit to Customer's account. Geckotech shall have no obligation to pay cash to Customer to fulfill any earned Service Credit, unless Geckotech's records verify that all services have been terminated and authorized Service Credits remain outstanding which are in excess of any remaining amounts due and owing from Customer to Geckotech, and then, only to the extent of the excess amount.

If any event triggers a breach of two or more Service Level Commitments, Customer shall only receive a Service Credit equal to the highest applicable Service Credit being requested in connection with the breached Service Level Commitments. The "time to restore service" commitment does not cover CPE issues, which are handled separately, above.

Customer shall be ineligible for a Service Credit hereunder if Customer is not in financial good standing with Geckotech (i.e., current on all billings) at the time of the request.

For purposes hereof, a "force majeure" event shall mean any natural disaster, act of God, power surge or failure, strike or labor dispute, war, civil disturbance, act of governmental authorities or the public enemy, act of terrorism, unavailability or failure of, or interruption or delay in, telecommunications or third party service, fuel or energy shortage, or any other cause beyond Geckotech's control, whether or not similar to the foregoing.

For purposes hereof, a "business day" shall mean any weekday other than a Federal holiday or day on which banks in the State of Connecticut or the State where service is to be delivered are authorized to close.

The remedies set forth herein for each Service Level Commitment shall be the exclusive remedy available to Customer for Geckotech's failure to achieve such Service Level Commitment. This SLA does not represent a warranty or guarantee by Geckotech that services will be uninterrupted or fit for any particular purpose or intended use of any kind, and Geckotech shall not be liable for any damages of any nature or amount as a result of any failure to achieve any Service Level Commitment, other than the permitted Service Credits authorized and described hereunder.

## Service Credit Exceptions

This Service Level Agreement applies to GeckoConnect Service and related equipment only. If at any time the Customer is in default under the Agreement, then the Customer will not be entitled to any service credits. Geckotech will not be responsible for, and Service Credits will not be issued in connection with, any failure by Geckotech to meet a Service Level Commitment for any covered outage that, as determined by Geckotech in its reasonable judgment, results from:

- Downtime due to Client-initiated changes whether implemented by Client or Vendor on behalf of Client;
- Downtime caused as a result of the Client exceeding system capacity;
- Downtime due to viruses;
- Downtime due to Client required operating system software revisions and hardware/software configurations that are not Vendor tested and approved;
- Downtime due to problems caused by Client-supplied Web site content or software (e.g. faulty CGIs or third party applications);
- Downtime due to Client failure to adhere to Vendor's change management process and procedures;
- Downtime due to the acts or omissions of Client, its employees, agents, third party contractors or vendors, or anyone gaining access to Vendor's network or to the Client's Web site at the request of Client;
- Downtime caused by Acts of God or natural disasters;
- Any event or condition not wholly within the control of Vendor; and Violations of Vendor's Acceptable Use Policy;
- The negligence or willful misconduct of Client or others authorized by Client to use the Services provided by Vendor;
- Any failure of any component for which Vendor is not responsible, including but not limited to all Client-provided or Client-managed electrical power sources, networking equipment, computer hardware, computer software or web site content;
- Any failure of Client-provided local access facilities;
- Any scheduled or emergency maintenance up to an accumulated total of 24 hours per month;
- Any failures that cannot be corrected because the Client is inaccessible.
- Failure on the part of Customer to timely report the incident and open a trouble ticket in accordance with this SLA.

Geckotech may modify the Service Level Commitments and your remedy for the failure by Geckotech to meet any Service Level Commitment at any time. Such modifications shall be deemed effective immediately upon either posting of the modified SLA on the Geckotech web site, currently located at <http://www.geckotechllc.com/pdf/Geckotech-SLA.pdf>, or notifying you. If you have any questions, please contact your Account Representative.