



DUNS#: 07-9220254; Federal CAGE #: 7PES8; NAICS CODES: 517110, 517210, 517911, 517919, 334210, 334220  
Military DITCO Basic Agreement: HC1013-16-H-0039 8/29/2016; DITCO Telco / FCC Carrier Code: QXCC  
ARIN AS Handle: AS54488; OrgID: QC-91

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January 21, 2019

## Service Level Agreement (SLA)

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*This SLA may be changed by QXC from time to time.*

### Technical Support

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QXC Communications supports and monitors its service up to the Customer Demarcation point 24 hours per day, 7 days a week, and 365 days a year. QXC Communications Technical Support is available via email to [support@qxc.us](mailto:support@qxc.us) 24 hours per day with response within 3 hours the next business day if received after normal business hours (Monday-Friday 9:00 AM – 5:00 PM excluding holidays and emergency situations). A Customer Ticket is opened when QXC Communications receives an email to [support@qxc.us](mailto:support@qxc.us) or when a customer contacts QXC Support by phone during normal business hours via 561.708.1501 or 866-797-9881, Option 2.

### QXC Communications Standard Installation

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Customer Standard Installation includes antenna and radios, non-penetrating sled or J-bar antenna mount, up to 200 feet of standard cable weather-sealed run from the antenna to the Customer Demarcation, service turn-up and testing and up to 4 hours of labor. Non-Standard installations are subject to additional charges. QXC Communications owns all equipment that it supplies to the Customer. If service is discontinued for any reason, QXC Communications has the right to remove any or all of its equipment in a workmanlike manner upon 3 days advance notice. Customer Demarcation is defined as the location where Customer plugs into the QXC Communications equipment and is generally located in the Customer telecom equipment room.

### Access to Equipment

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The Customer agrees to allow personnel of QXC Communications and its sub-contractors reasonable access to the Customer's site for the purpose of installing, repairing, and removing the QXC Communications equipment and, if necessary, Customer shall obtain appropriate authorization from the landlord/Property Manager as needed.

**QXC Communications, Inc**  
Mail: 102 NE 2<sup>nd</sup> Street, Box 136, Boca Raton, FL 33432  
Shipping: 4541 N Dixie Highway, Boca Raton, FL 33431  
(561) 708-1500



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## Performance Guarantee

If QXC Communications' network is not performing as stated below, Customer is entitled to a credit. Each of the Performance Guarantees are measured by QXC and are analyzed from QXC's equipment located at the Customer's premises (Customer Premises Equipment or "CPE") to the last piece of equipment owned, managed or controlled by QXC (QXC Backbone) and specifically excludes any and all equipment or services beyond QXC's management or control on the Customer premises or beyond QXC's network, including the Internet itself. As such, the QXC Communications Service Level Agreement (SLA) is only for QXC Backbone and is as follows:

1. Service Availability Guarantee: 99.9% network availability, annualized method
2. Network Latency: Less than 30ms round trip delay
3. Packet Loss: Packet Loss less than 1%
4. Bandwidth Throughput: Eighty percent (80%) of Services as stated on Customer CSA

## Credit for Performance Guarantee Items

Credits will be issued in the event QXC does not meet its Performance Guarantee as stated above on either of the four performance criteria.

|                    |  |
|--------------------|--|
| Less than 4 hours: | No credit  |
| 4-24 hours:        | 15% of monthly Services fee for the effected Service                                       |
| 1-3 days:          | 25% of monthly Services fee for the effected Service                                       |
| 3-5 days:          | 50% of monthly Services fee for the effected Service                                       |
| 5-30 days:         | 100% monthly Services fee for the effected Service   |
| More than 30 days: | Customer has the right to cancel the effected Service without Early Termination Fees (ETF) |

Determination of the cause of the Service interruption is to be determined by QXC based on testing performed on QXC Backbone equipment.

QXC Communications will incur no liability due to any causes beyond its reasonable control, including, but not limited to Force Majeure events, Acts of God, War, Strikes, electrical storm, hurricane and, if needed, lack of access to its equipment at the Customer Site. All monies owed QXC Communications and not in dispute must be paid in full before a credit is applied.

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Credits must be requested within 30 days of service outage. The Customer is responsible for providing adequate voltage surge protection with a battery UPS for the QXC Communications router/equipment at the Customer Demarcation.

### **Customer Termination for Service Interruption**

Service Interruption shall be defined as:

- a. only applying to QXC Backbone equipment that is found to be causing such Service Interruption, and
- b. applying to QXC Backbone equipment only in the event Customer has not changed any configurations as set by QXC and does not apply when Customer changes, adds, modifies or deletes such QXC Equipment in any way
- c. bandwidth throughput as tested from QXC Backbone equipment to Customer CPE when such throughput is less than eighty percent (80%) of the subscribed Service as designated on the related Customer CSA, and
- d. mutually agreed upon that such Service Interruption was in fact the result of QXC Equipment or bandwidth throughput degradation as referred to above.
- e. applying to latency and packet loss as explained in the QXC Service Level Agreement which persists for five (5) consecutive days and for which QXC was not able to cure within the five (5) day time period.