

Service Level Agreement (SLA)

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

Technical Support/Customer Service

QXC Communications supports and monitors its service and equipment 24 hours per day, 7 days a week, and 365 days a year. QXC does not monitor nor manage Customer's equipment or services. QXC Technical Support/Customer Service is provided on a Best-Efforts basis and is available via email to support@qxc.us 24 hours per day with response objective of 3 hours when received within normal business hours or the next business day if received after normal business hours (Monday-Friday 8:00 AM – 5:00 PM excluding holidays and emergency situations). QXC may, without notice, in its sole discretion, extend standard business hours to 8 PM on weekdays and/or include Saturday hours during seasonal busy season. QXC may, without notice, in its sole discretion, roll back extended business hours to the standard business hours when extended hours are not needed.

A Customer Ticket is opened when QXC Communications receives an email to support@qxc.us or when a Customer contacts QXC Support and receives a ticket number from a QXC Technical Support rep via phone during normal business hours.

Support requests should not be texted or emailed to QXC employees other than to support@qxc.us. Support issues are not considered received even if an email or text was sent to a QXC Sales Representative, Community Relationship Manager, or Concierge.

Customers can call QXC Technical Support/Customer Service via their community's dedicated support number, via QXC's standard Technical Support number 561.708.1501 or via our toll-free 866-797-9881, Option 2.

QXC Communications Standard Installation

Customer Standard Installation depends on the deployment type:

Fixed-Wireless – 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 owns all equipment that it supplies to the Customer. If service is discontinued for any reason, QXC has the right to remove any or all of its equipment in a workmanlike manner upon 3 days advance notice.

FTTX (Fiber to the Home, Condo, Business) – includes fiber-optic cables, QXC supplied router and other equipment installed on premises in the Main Distribution Frame (MDF) and/or to/in the Customer Premises.

Access to Equipment

Customer agrees to allow personnel of QXC and its sub-contractors reasonable access to the Customer's site for the purpose of installing, repairing, and removing the QXC equipment and, if

necessary, Customer shall obtain appropriate authorization from the landlord/Property Manager as needed.

QXC Data Centers Performance Objective

QXC has several data centers where we provide all of QXC's services from including QXC-Internet, QXC-Voice and QXC-TV among others. QXC's data centers are designed with many redundant and failover systems to minimize service interruptions. That said, technology does fail at times and not all potential system failures can be completely mitigated. Allowance for maintenance windows generally are adequate and will be preannounced via email if there is a potential of a service outage during the maintenance window.

QXC Network Performance Objective

QXC Network Services designated as "Best-Efforts" are not subject to QXC's Service Level Agreement performance objectives outlined below.

QXC Network Services that are subject to QXC's "SLA" performance objectives are subject to the following criteria:

The QXC Communications Service Level Agreement (SLA) is as follows:

1. Service Availability Objective: 99.5% network availability, annualized method
2. Network latency of 30ms or less round-trip delay (RTD) as measured on a QXC laptop via a wired connection to a globally available DNS server such as 8.8.8.8 or 4.2.2.2
3. Packet Loss: Packet Loss of 2% or less
4. Bandwidth Throughput: Eighty percent (80%) of the stated bandwidth

Each of the performance objectives 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.

QXC - Voice Performance Objective

QXC-Voice is a VoIP based telephone system that requires an Internet connection via QXC or another provider and is dependent on network performance (QXC's or 3rd Party) to and from QXC's data centers where QXC-Voice is managed from. All telephone system feeds, systems and network connections prior to QXC's VoIP system are beyond QXC's control. Accordingly, QXC-Voice is provided on a Best-Efforts basis.

QXC - TV Performance Objective

QXC-TV is an IPTV based TV system that can only be delivered via a QXC provided network connection (due to Publisher's licensing agreement restrictions). QXC-TV's overall Quality of Service is dependent on the Publisher's video feed method (much of which is delivered via satellite) and is subject to network performance from the source into QXC's TV Head-End installed in QXC's data center. All video feeds, systems and network connections prior to QXC's

TV Head-End are beyond QXC's control. Accordingly, QXC-TV is provided on a Best-Efforts basis.

Credit for QXC Performance Objective Variances

Credits will be issued in the event QXC does not meet its Performance Objective for services designated as being subject to "SLA" level of service as stated above.

The time stamp on the support ticket is the start of the time measurement.

- Less than 4 hours: No credit
- 4-24 hours: 15% of monthly Services fee for the affected Service
- 1-3 days: 25% of monthly Services fee for the affected Service
- 4-5 days: 50% of monthly Services fee for the affected Service
- 6-10 days: 100% monthly Services fee for the affected Service

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

QXC 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 storms, named storms, hurricanes, pandemics and, if needed, lack of access to its equipment at the Customer premises. All monies owed to QXC that are not in dispute must be paid in full before a credit is applied.

Credits must be requested, in writing, within 3 business days of the service outage.

Customer is responsible for providing adequate electrical surge protection with a battery UPS for the QXC equipment (ex – router, switch, WiFi Access Points, TV Set Top Boxes, Telephones, etc.) at the Customer's premises.