

# SERVICE LEVEL AGREEMENT

Hudson Valley Wireless is committed to providing fast and reliable Internet Access. If our network is not performing as promised you are entitled to a credit. The three components of Hudson Valley Wireless Service Level Agreement are:

## **Service Availability Guarantee**

Hudson Valley Wireless guarantees 99.9% uptime

## **Credit for loss of Connectivity**

For situations involving performance and nonperformance of Hudson Valley Wireless Internet Access Service or other services provided by Hudson Valley Wireless, the Customer's sole and exclusive remedy is repair of service and credit for the period of lost connectivity to the Internet. Credits will be paid for **continuous** loss of connectivity as listed below if the elapsed time from ticket open exceeds the following:

- > 24 hours: 3% of monthly-billed
- >48 hours: 5% of monthly-billed
- >72 hours: 8% of monthly-billed
- >96 hours: 10% of monthly-billed

Every succeeding 24-hours increment shall receive an additional 3% credit, the sum of which is not to exceed 100% of the total monthly bill for that location.

All Network Monitoring Records are property of HVW and contain proprietary information; therefore any network reports are not subject to review by Subscriber. These reports will be the ONLY information to base credits from.

\*Subscribers are required to submit claim form to [billing@hvwisp.com](mailto:billing@hvwisp.com) for credit.

## **LIMITATION OF LIABILITY**

The period of lost connectivity to the Internet shall be determined by records kept by Hudson Valley Wireless **ONLY**. Hudson Valley Wireless will incur no liability and issue no credits due to any causes beyond its reasonable control, including, but not limited to, Acts of God, war, strikes, acts of terrorism, electrical storm, tornado, hurricane, severe weather, floods, fire, natural disaster, viruses, issues with upstream providers, interruptions to the system as a result of RF Interference, loss of power, inability to obtain equipment, transportation of equipment or repair technicians, accidents, emerging technology or Subscriber or other Subscribers violating CODE OF CONDUCT, UNSUPPORTED APPLICATIONS AND CONTENT and IMPROPER USE. All monies owed to Hudson Valley Wireless must be paid in full before a credit is applied. Credits must be requested within 30-days of service outage

HUDSON VALLEY WIRELESS RESPONSIBILITY TO THE CUSTOMER FOR ANY AND ALL LOSSES, DAMAGES OR LIABILITY OF ANY KIND IN CONTRACT, TORT STRICT LIABILITY, OR OTHERWISE, INCLUDING DUE TO HUDSON VALLEY WIRELESS'S NEGLIGENCE, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY THE CUSTOMER TO HUDSON VALLEY WIRELESS UNDER THIS AGREEMENT IN THE TWO MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. UNDER NO CIRCUMSTANCES SHALL HVW BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, OR ATTORNEY'S FEES.

## **CUSTOMERS RESPONSIBILITIES**

The Customer will be responsible for reporting network outages by calling the local or Toll Free number and opening a support ticket. Customer will be responsible for keeping the ticket numbers.

## **TIME FRAME FOR RESOLVING SERVICE ISSUES**

Residential and Commercial Customers are eligible for support during the hours of 8:30am-5:00pm Monday – Friday, Excluding Weekend & Holidays. Therefore the timeframe to resolve issues before refunds are applied exclude weekends and holidays.

## **REFUNDS**

Except as expressly set forth in or contemplated by this agreement, in the case of refund lost services, credit will be issued based upon the schedule outline in "Credit for Loss of Connectivity". Refunds do not include lost service due to failure of Customer Equipment, unauthorized Customer relocation of HVW Equipment, through any other fault of the Customer, or due to the failure of any upstream outage, solar flares, severe storm or weather, continuous loss of power, utilities, access to trouble site or violations of UNSUPPORTED APPLICATIONS AND CONTENT, IMPROPER USE, CODE OF CONDUCT OR PRIVACY POLICY clauses in this Agreement. HVW will prorate the refund for the lost service time in respect to the Customers monthly service Fees. No Refund will be given for any lost time under 48 continuous hours. Customer is not eligible for refunds if Customer is in violation of any terms of this Agreement.

## **INTERFERENCE**

HVW provides broadband Internet Service through wireless medium. Many factors can effect connection to the Internet including, but not limited to: distance from our transmission tower, Foliage (trees, shrubs bushes, etc.), other wireless equipment that operates in the same spectrum as the CPE (Client Premise Equipment). Wireless Spectrum is a dynamic environment and is subject to change and fluctuations at times. If the customer has a connection issue, HVW will attempt to identify the problem up to the customer Demarcation location.

Provider is not responsible to issuing rebates for connectivity issues caused by RF interference.

## **NOTIFICATION**

To the extent possible, HVW shall notify Customer as soon as it is practical in the event that HVW is required to interrupt, either partially or fully, the services being provided to Customer. Such interruption shall not be deemed a loss of connectivity.

## **REPAIR**

HVW will use commercially reasonable efforts to (at HVW's option), repair or replace any HVW equipment damaged due to normal wear. If determined by HVW, that (i) a repair was not related to the HVW equipment, or (ii) HVW equipment was not damaged by normal wear, then the Customer will be billed at HVW's then-current hourly rates plus materials and travel. HVW will not be responsible for the repair or replacement of any Customer Equipment or any interruption due to the failure of Customer Equipment.