



## Service Level Agreement between REDI NET and Last Mile Provider

### **1 SECTION A. DEFINITIONS:**

1. **Customer:** Last Mile / Middle Mile Service Provider including its employees, contractors or agents who have been authorized to act on their behalf.
2. **Service:** The REDI Net Ethernet transport, provisioned in the form of a VLAN, between a REDI Net network end point (demarcation point and/or Customer meet-point) and a REDI Net Point of Presence (POP) facility. The Service will also include a connection to the Internet gateway, only if Customer subscribes to a REDI Net bundled service which includes Internet bandwidth. Reference Attachment 1, REDI Net Service Provider Wholesale Rate Schedule, for Service tiers and pricing.

### **SECTION B. COMPONENTS:**

This SLA applies only to the Service (and the underlying network components of REDI Net used solely for the purpose of providing the Service) and does not modify or affect any telecommunications or information services purchased by Customer pursuant to other service exhibits or agreements. REDI Net will provide and is responsible only for the Service as described in 1.1 and subscribed to by Customer. REDI Net includes routers, optical equipment, switches, fiber and any other facilities that are owned by REDI Net or other providers specifically designated by REDI Net. Customer will have access to monitoring and troubleshooting information respective to Service being subscribed to.

### **SECTION C. TERM AND TERMINATION:**

1. **Term:** The term of this Agreement shall commence effective from the date of execution of this Agreement by both parties and shall continue for one (1) year unless sooner terminated, as provided herein, with an option to renew for additional one (1) year terms under the same terms and conditions of this Agreement, at the sole option of the Customer.
2. **Termination:** This Agreement may be terminated only 1) if Customer is a public entity for which sufficient annual appropriations are not made to fulfill the obligations of this Agreement, 2) if the term of this Agreement exceeds one (1) year, 3) if a Force Majeure event as described in Section E6 continues for more than thirty (30) days or results in failure to provide the Services, or 4) as a result of non-payment by Customer as described in Section D2. To the extent possible, Customer shall make reasonable efforts to give REDI Net at least ninety (90) calendar days advance notice of its intent to terminate the Agreement.

### **SECTION D. BILLING AND PAYMENT:**

1. **Billing:** Billing shall occur on a month-to-month basis except for the first month of billing, which shall also include, on a prorated basis, any days in the previous month when service was provided. All billing shall occur in advance of the monthly service being provided.
2. **Payment:** Customer shall pay invoices to REDI Net prior to or within thirty (30) days of the bill date. Non-payment by Customer may be considered cause for termination of this Agreement by REDI Net.

**SECTION E. SERVICE STANDARDS:**

1. **Availability Service Level.** The Availability Service Level for REDI Net is 99.9% for Standard Service. Standard Service is considered unavailable if the Primary Port is unable to send or receive traffic. If Service credits are due under this Availability Service Level for a particular unavailability event, the Service credits will only be payable once. In the event that REDI Net Service becomes unavailable for reasons other than an Excused Outage, Customer will be entitled to a service credit which will be determined by the length the service was out. Service credits, in each case, are based on the cumulative unavailability of the affected REDI Net Service port in a given calendar month.
2. **Service Credit.** The 99.9% Service Availability Level equates to an aggregate of 9 hours per Year of Unexcused outages for which Service Credits are not due. The Year timeframe on which the Service Availability Level is based is the State of New Mexico fiscal year, July 1<sup>st</sup> to June 30<sup>th</sup>. In the first Year of Service, the 9 hours per Year of Unexcused outages for which Service Credits are not due will be calculated from the date that the Service is active for the Customer until June 30<sup>th</sup>.

In the event that REDI Net Service becomes unavailable for reasons other than an Excused Outage, and the 9 hours per year of Unexcused outages have already been aggregated, a credit shall be applied when Service is interrupted and is unusable by Customer for any period lasting more than 1 hour. The 1 hour timeframe begins when the Customer notifies REDI Net’s Network Operations Center (“NOC”) and the NOC confirms the Service is unavailable. The credit will be determined based on an hourly prorated amount of the MRC for the Service in question, multiplied by the number of hours of Service unavailability. Service Credits, if due, will be paid at the end of the month following the month of the unavailability occurrence, for the overall amount accumulated.

The following illustration is provided as examples only:

Example: Unexcused Outage confirmed by NOC lasting 12 hours and no Unexcused outages recorded thus far. 12 hours – 9 hours allowed under 99.9% Availability Service Level, equals a Service Credit due for 3 hours. Service credit based on prorated hourly amount: MRC = \$300; 720 hours in respective month; ~\$.42/hour. 3 hours \* ~\$.42 = \$1.25 Service Credit due.

No credit will be applied if the interruption is caused by (a) the negligence of Customer; (b) the failure of facilities or equipment provided by Customer or other third party contracted by the customer to provide services to the customer; or (c) REDI Net’s inability to gain access to Customer’s equipment and facilities;. No such interruption or failure shall constitute a breach of this, or any other REDI Net Agreement.

3. **Excused Outage.** Excused outages are by way of example, 4.2 Network Normal Maintenance, 4.3 Network Urgent Maintenance, and 4.4 Forced Majeure events.
4. **Network Normal Maintenance.** “Normal Maintenance” means scheduled maintenance, including but not limited to repairs, replacements, testing, monitoring and including upgrades of hardware or software or upgrades to increase capacity. Normal Maintenance may temporarily degrade the quality of the Service, including possible network downtime. "Local Time” means the local time in the time zone in which an Affected Service is located. REDI Net may change the maintenance window times upon posting to its website or other notice to Customer. REDI Net will endeavor to undertake Normal Maintenance during the hours and upon the prior notice time period stated below:

Normal Maintenance Hours	Prior Notice
Monday, Tuesday, Wednesday and Thursday mornings between the hours of 12:00 AM and 6:00 AM Local Time	10 business days

**5. Network Urgent Maintenance.** “Urgent Maintenance” means efforts to correct network conditions that are likely to cause a material Service outage and that require immediate action. Urgent Maintenance may degrade the quality of the Services, including possible network downtime. REDI Net may undertake Urgent Maintenance at any time deemed necessary and will provide notice of Urgent Maintenance to Customer as soon as is commercially practicable under the circumstances.

**6. Force Majeure.** If REDI Net’s performance or any obligations hereunder is prevented, restricted or interfered with by causes beyond its reasonable control, including but not limited to acts of God, fire explosion, vandalism, cable cut, storm or other similar occurrence, any law, order regulation, direction, action or request of the United States government of any department (including state and local government of any department (including state and local government of any government agency, commission, court, bureau, corporation or instrumentality of any one or more of said governments) or of any civil or military authority, national emergencies, insurrections, riots, wars, acts of terror, strikes, lockouts, or work stoppages or other labor difficulties, suppliers failures, shortages, breaches or delays, then REDI Net shall be excused from such performance on a day-to-day basis to its extent of such prevention, restriction or interfered with. REDI Net shall use its best efforts to avoid or remove such causes of non-performance and both parties shall proceed to perform with dispatch whenever such causes are removed or cease. If such event continues for more than thirty (30) days, or, if such event results in failure to provide the services, Customer shall be entitled to terminate this Agreement. In the event of such termination, Customer shall not be entitled to any refund of fees paid or payable.

**7. Remedies.** To be eligible for credits under this SLA, Customer must: (a) enter a trouble ticket at the time the Affected Service failed to meet one or more Goals by contacting REDI Net’s Network Operations Center at 855-231-5946 or by providing an email to [techsupport@redinetm.org](mailto:techsupport@redinetm.org) (or by such other means as may be specified by REDI Net from time to time); (b) be current in its payment obligations under the Agreement; and (c) request credits hereunder and submit supporting documentation within 5 business days of the conclusion of the calendar month in which the requisite Goal failure occurred. If Customer fails to comply with the conditions set forth in this Section 7, Customer shall have waived its right to any credits for that month.

Customer must submit a written request for Credits within 5 business days of the end of the calendar month in which the Goal failure occurs, to REDI Net via email at [info@redinet.com](mailto:info@redinet.com). If customer is unable to submit the dispute via email, Customer shall fax to 575-258-4932. The written request notice must include: (a) Customer’s name; (b) the circuit identification number for the Affected Service; and (c) the duration of the goal failure.

The maximum credits issued in any one (1) calendar month will not exceed 100% of one months’ worth of recurring charges.

In no event will the total credit, in the aggregate for all credits issued in one (1) month, exceed the equivalent of 100% of the relevant monthly recurring charges for the Affected Service. If Customer fails to notify REDI Net in the manner set forth above with respect to the applicable SLA credits, Customer will have waived its right to any SLA credits for that month.

**8. Credit Exceptions.** Credits will not be issued where the Service Level Agreement (SLA) is not met as a result of: (a) the acts or omissions of Customer; (b) the failure or malfunction of equipment, applications or systems not owned, controlled by REDI Net or provided to the customer as a direct service by REDI Net. REDI Net will provide and is responsible only for Service Components as described in 1.2; (c) 4.1 Excused Outages; (d) Service alteration or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide REDI Net with accurate, current contact information; (f) REDI Net’s lack of access to the Customer premises when reasonably required to restore the Service; (g) Customer’s failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (h) REDI Net’s termination of Service for Cause or Customer’s use of Service in an unauthorized or unlawful manner, (i) no such interruption or failures should constitute a breach of this or any other REDI Net agreement.

## **SECTION F. LIABILITY:**

1. **Limitations of Liability.** To the maximum extent permitted by applicable law, in no event shall REDI Net and/or its directors, officers, employees, agents, contractors or suppliers be liable for any direct, indirect, punitive, incidental, special, or consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of REDI Net, with the delay or inability to use the Services, the provision of or failure to provide Services, or for any information, software, products, services obtained through REDI Net, or otherwise arising out of the use of the Services, whether based in contract, tort, negligence, strict liability or otherwise, even if REDI Net or any of its directors, officers, employees, agents, contractors or suppliers has been advised of the possibility of damages. If Customer is dissatisfied with any portion of the Services stated within this Agreement, or with any of these terms of use, Customer's sole and exclusive remedy is to terminate this Agreement and discontinue using the Services.
2. **Warranty Disclaimer.** REDI Net and/or its suppliers may make improvements and/or changes to the Services at any time. REDI Net and/or its suppliers make no representations or warranties, express or implied, about the suitability, reliability, availability, timeliness, and accuracy of the Services. To the maximum extent permitted by applicable law, all information, software, products, and services are provided "as is" without warranty or condition of any kind. REDI Net and/or its suppliers hereby disclaim all warranties and conditions with regard to such information, software, products, and services, including all implied warranties or conditions of merchantability, fitness for a particular purpose and non-infringement.
3. **Customer Responsibilities.** Customer agrees that it is responsible for maintaining the security of its own equipment, data and network, inclusive of meeting statutes and laws regarding privacy and protection of data.

#### **SECTION G. EMPLOYEES AND SUB-CONTRACTORS:**

REDI NET shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by REDI Net in the performance of the Services.

#### **SECTION H. RECORDS:**

REDI Net shall maintain throughout the term of this Agreement and for a period of six (6) years thereafter records to indicate the date, time, and nature of the Services rendered. REDI Net shall make available for inspection by Customer all records, books of account, memoranda, and other documents pertaining to Customer at any reasonable time upon request.

#### **SECTION I. APPLICABLE LAW:**

Customer shall abide by all applicable federal, state, and local laws regulations and policies, and shall perform the Services in accordance with all applicable laws, regulations and policies during the terms of this Agreement. This Agreement shall be governed by the laws of the State of New Mexico; provided that, with respect to any Customer that is a tribal government, it is hereby recognized that the powers and status of such party, as a tribal government, is subject to the laws of the United States.

#### **SECTION J. CONFIDENTIALITY:**

The term "Confidential Information" means all documents, records, methods, techniques, programs and any other information, whether printed, performed, oral or in electronic form, owned by or related to a party hereto or its operations and activities and provided by a party (the "Disclosing Party") to the other party hereto (the "Recipient") or otherwise made available to the Recipient by the Disclosing Party. Confidential Information does not include (a) information generally available to the public other than as a result of disclosure by the Recipient; or (b) information that becomes available on a non-confidential basis from a source other than the Disclosing Party, provided that such source is not bound by a confidentiality agreement with the Disclosing Party. Any Confidential Information

provided to or developed by REDI Net or Customer in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by either party unless required by law. The parties will give written notification of any such disclosure to the other party in writing. Upon termination of this Agreement, each party shall deliver all Confidential Information in its possession to the other party immediately upon such termination.

**SECTION K: SEVERABILITY:**

All terms of this Agreement are severable such that if any provision is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

**SECTION L. NOTICES:**

All notices and other communications required or permitted to be given under these Terms of Service shall be in writing and shall be considered effective when deposited in the United States mail, postage prepaid, and addressed as follows:

If to REDI Net, to the Designee at:

Duncan Sill  
North Central New Mexico Economic Development District  
PO Box 5115  
Santa Fe, NM 87504

If to Customer, to the [CONTACT] at:

Name  
Company  
Address  
Phone  
Email:

A party may change its address for the delivery of notices by providing twenty (20) days prior notice of such change in the manner required by this Section.

**Signed:**

**REDI Net**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Last Mile Provider**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Attachment 1

# Service Level Agreement between REDI NET and Last Mile Service Provider

## Schedule of Level of Services and Pricing

### 1.0 REDI Net Contact Information

All questions about and requested changes to this Service Level Agreement shall be directed to:

Duncan Sill  
North Central New Mexico Economic Development District  
PO Box 5115  
Santa Fe, NM 87502  
Phone: 505-827-7331  
Fax: 505-827-7404  
Email: duncans@ncnmedd.com

### 2.0 Customer Contact Information

2.1 The Customer for this Service Level Agreement is a Last Mile Service Provider and subject to the terms and conditions of that Agreement.

**Customer:**

Name

Address

City, State, Zip

2.2 The Primary Customer Contact shall receive all notifications associated with this Service Level Agreement and REDI Net, and is authorized to request changes to the Customer's Level of Service and customer contact information.

Primary Customer Contact:

Name and Title

Name of Company

Name

Address

City, State, Zip

Phone

Emergency Phone

Fax

Email

2.3 The Billing Customer Contact shall receive all bills and invoices for services provided by REDI Net and shall be copied on any service credit notifications associated with this Service Level Agreement.

Billing Customer Contact:

Name and Title

Name of Company

Name

Address

City, State, Zip

Phone

Fax

Email

### 3.0 Term of Agreement

REDI Net Last Mile Service Provider SLA Template for reference only

The term of this Service Level Agreement is one year. The Agreement may be renewed upon one-year increments thereafter.

**4.0 Level of Service and Pricing**

By signing this Service Level Agreement, the Customer agrees to pay REDI Net for the Level of Service indicated for each Community Anchor Institution (CAI) in the table below. Customer may request changes to Level of Service, CAIs and addresses, and customer contact information by contacting REDI Net. Changes will become effective upon amendment of Attachment 1 to this Service Level Agreement. Any rate or policy changes approved by the REDI Net Board of Directors during the one-year term will apply to this Service Level Agreement and will become effective upon amendment of Attachment 1.

Location	Address	Ethernet Bandwidth	Internet Bandwidth	Monthly Recurring Price (MRC)	Non-Recurring Price (NRC)
list each site for service		List	List		
	<b>Total</b>			\$	

Pricing schedule (for reference only and subject to change) – Large Business

Bandwidth	Ethernet & Internet Bundle	Ethernet Only
5 Mbps	\$300.00	\$225.00
10 Mbps	\$500.00	\$375.00
15 Mbps	\$675.00	\$506.25
20 Mbps	\$800.00	\$600.00
35 Mbps	\$1,050.00	\$787.50
50 Mbps	\$1,200.00	\$900.00
75 Mbps	\$1,575.00	\$1,181.25
100 Mbps	\$1,800.00	\$1,350.00