



**This Internet Service Provider by ALCiT Sub-Agreement (“Sub-Agreement”) is governed by the Master Service Agreement between ALCiT and CUSTOMER. This Sub-Agreement supersedes all prior discussions, communications, representations or agreements, including any digital, electronic or Internet-based agreements, between them, oral or written, between ALCiT and CUSTOMER concerning Internet access for business locations.**

1. Internet Service Provider by ALCiT provides Internet access for your business location (office, warehouse...).
2. CUSTOMER is responsible for configuring and maintaining their equipment. Failure to follow ALCiT configuration requirements may lead to the service being interrupted or suspended until the configuration issue is resolved.
3. ALCiT may require equipment to be installed within CUSTOMER business location.
4. All devices must be hosted in an environment that regulates the temperature and humidity within the manufacturers operating ranges (failure to do so may result in a device being replaced at CUSTOMER’s expense).
5. All devices must be powered through a functioning Uninterruptible Power Supply (UPS) that regulates power against spikes, brown out, outages and fluctuations (failure to do so may result in a device and/or its components being replaced at CUSTOMER’s expense).
6. Hardware and software must be returned in good working conditions at the end of the agreement.
7. Devices not received by ALCiT before the end of the Term or still in possession of CUSTOMER outside a Term will be invoiced on a Month-to-Month basis until they are returned and received by ALCiT (or added to a new Agreement).
8. Services on a Month-to-Month basis will incur a 50% cost increase of the previously agreed Term pricing.
9. At its sole discretion, after devices have been on Month-to-Month pricing for three (3) months, ALCiT may issue a Final Bill of Sale Invoice to CUSTOMER for the then current market value of the devices. Ownership title of the devices will be transferred to CUSTOMER once the payments for all Term, Month-to-Month and Final Bill of Sale Invoices has been received.
10. Bandwidth: The service can be metered or unmetered.
  - (a) Metered: you will be invoiced for all data transiting in and out via your Internet connection.
  - (b) Unmetered: you will not be invoiced for data transiting in and out via your Internet connection, but unmetered bandwidth does not mean unlimited or infinite. Unmetered means you can use/transfer as much bandwidth as needed without bandwidth overages or extra charges. The maximum amount of transfer is only limited by the



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physical capacity of the connection to ALCiT's or its underlying service provider's network. In order to keep a reliable Internet peering environment, ALCiT's or its underlying service provider's needs to ensure that every user is equitably sharing the Internet backbone resources. ALCiT's or its underlying service provider's must consequently enforce such bandwidth usage policy. If CUSTOMER IPs are detected as using too much cpu/memory resources on telecom router/switches, ALCiT will advise the CUSTOMER of the situation.

### 11. Service Level Agreement (SLA):

- (a) Major issues: Complete system failure, modem failure, ALCiT will remediate or engage the required parties to remediate major faults within one (1) Business Day from the notification being received from CUSTOMER.
- (b) Minor issues: While the Agreement is in good standing, ALCiT will remediate or engage the required parties to remediate minor faults within three (3) Business Days from the notification being received from CUSTOMER.
- (c) Exclusions: Scheduled maintenance by the ALCiT's or its underlying service provider's; problems outside ALCiT's or its underlying service provider's network, including but not limited to failures outside the border of its routing domain; CUSTOMER technical issues, including but not limited to unplugged cables; software crashes; CUSTOMER hardware and/or administration failures; Degraded or slow service on the Internet, Act of God (force majeure)