



Service Level Agreement

Specific to Starlink Deployments

ZeroOutages offers three Starlink specific SLAs, including an uptime guarantee, a latency guarantee, and a bandwidth performance guarantee. Collectively, these guarantees may be referred to as the "SLA." This SLA is provided as a supplement to the ZeroOutages Service Agreement agreed to upon becoming a ZeroOutages customer for our Starlink enabled services, which is hereby incorporated by reference as an indispensable part of this SLA.

These guarantees are applicable on a per-service-item basis and is not applied to an entire invoice. For example, if you have fifty (50) deployments with ZeroOutages, and one (1) of those deployments' experiences downtime, any credit due to you under this guarantee would be proportional to that one (1) deployment and not the entire account. This guarantee does not apply to the accessibility of ZeroOutages' web property, ZOC servers, API, or control panel.

You will receive a credit for instances experiencing a failure in the defined SLA. Those credits are detailed below.

Uptime Guarantee

ZeroOutages monitors each of our Starlink customers 24/7/365. If an outage is detected the ZXG router will automatically switch between two or more Internet connections. This guarantee requires at a minimum two business class Internet connections that are linked and configured across the ZeroOutages ZXG router. If an outage of more than 15 minutes occurs due to ZeroOutages inability to properly failover the traffic, given the above parameters, then credits will apply. If the outage is due to the loss of connectivity by a third-party providers network, outside of ZeroOutages' control, this SLA does not cover such a scenario.

ZeroOutages global network operates with 0% packet loss. If you notice packet loss on ZeroOutages' network, notify us! The SLA applies to packets from ZeroOutages' network to our provider networks. If the packet loss occurs within a third-party providers network outside of ZeroOutages' control this SLA does not cover that.

Packet Loss and Latency

ZeroOutages proactively monitors the packet loss and transmission latency of each customer. In the event that ZeroOutages discovers (either from its own efforts or after being notified by you) that you are experiencing packet loss in excess of two percent (2%) ("Excess Packet Loss") over the Starlink

network during any 8 hour period and you notify ZeroOutages via a support ticket (or ZeroOutages has notified you of an event), ZeroOutages will take all actions necessary to determine the source of the Excess Packet Loss/Latency and credits will apply.

ZeroOutages offers a latency guarantee based on the minimum latency specifications for each of the Starlink services that we offer (visit our Starlink service website for details on these specifications). The Starlink service must meet these latency minimums during non-peak periods. Any testing of latency must be done without any other end-user traffic in order to constitute a fair test of the service. If the minimum latency is not met within a given 1-hour period, then credits will apply. Latency test results must be confirmed between the ZXG router and the ZeroOutages VIP gateway. If higher than stated latency occurs due to traffic traversing a third-party providers network outside of ZeroOutages' or Starlinks' control this SLA does not apply.

In order for either a Packet Loss or Latency SLA to be met, the customer must have the following deployment specifications:

- (1) The Starlink antenna must be placed on a roof or other high point where it has direct access to a 360 view of the sky.
- (2) The Starlink antenna must have no obstructions down to a 53-degree inclination in all directions from the center of the antenna.
- (3) The Starlink service itself must have been in place for at least 30 days and the deployment location signed off on by ZeroOutages installation support.

Bandwidth Guarantee

ZeroOutages guarantees the bandwidth available to end-customers based on the minimum average bandwidth associated with each of its Starlink services. This bandwidth level is specified on ZeroOutages' Starlink services website. This bandwidth guarantee can be tested any time during off-peak hours, or when the customers network is not being utilized by any other end-user traffic. This is to ensure a fair test as existing customer network usage can significantly affect any bandwidth testing. The test must be performed to an authorized test point and must be validated by ZeroOutages own speed test platform (built-in to the ZXG routers). Any test which fails over a period of 1-hour is subject to applied credits to the customers service agreement (as stated below). If the reduced bandwidth speed is due to the customers own user traffic or a third-party providers network, outside of ZeroOutages' or Starlinks' control, this SLA does not apply. This SLA does not apply when Starlink Fair Use Policy has been activated due to over utilization per said policy (see Starlink website for details).

In order for either a Bandwidth Guarantee SLA to be met, the customer must have the following deployment specifications: (1) The Starlink antenna must be placed on a roof or other high point where it has direct access to a 360 view of the sky. (2) The Starlink antenna must have no obstructions down to a 53-degree inclination in all directions from the center of the antenna. (3) The Starlink service itself must have been in place for at least 30 days and the deployment location signed off on by ZeroOutages installation support. NOTE: ZeroOutages may rescind this Bandwidth Guarantee SLA on a per site basis if it is determined that this SLA cannot be met at a given location.

Limitations

These guarantees ONLY apply to network and instance availability during normal operation. These guarantees do NOT apply to customer-side software or application uptime. Any issues due to the customers' software, operating systems, improper configurations, denial of service attack against your VIP instance, service suspension, is not subject to these guarantees. These guarantees do NOT apply when a scheduled maintenance occurs during our standard maintenance windows or in the event that a time critical maintenance update by ZeroOutages is needed which does not take more than ten (10) minutes.

This SLA does not apply during significantly poor weather conditions and in cases of heavy lightning in the area. The Starlink service works generally well in most weather conditions, including clouds, fog, rain, snow, and wind, however in some cases the reception can be hindered, and in such cases these SLAs do not apply.

Furthermore, none of the guarantees in this SLA may be combined. For example, a latency issue that also disrupts network bandwidth performance will not qualify you for two (2) separate credits. If for example, a latency issue was the basis for the SLA credit, the entire event will count for the purpose of determining applicable credit. ZeroOutages may rescind this combined SLA in writing (via email) on a per site basis if it is determined that they cannot be met at a given location.

Outage Credits

In accordance with the procedure outlined below, you must initiate a support ticket and request that a credit be applied to your account. Merely initiating a support ticket related to an outage will not result in any credit to your account. Initiating a support ticket and requesting a credit is what triggers an event for any potential credits; however, ZeroOutages must still determine, in its sole discretion, whether or not an eligible SLA issue has occurred. If ZeroOutages determines that an eligible SLA issue has occurred, then the ticket you generated will be used to generate a credit using the table below:

SLA Issue Duration Timeframe Within A 30 Day Period	Credit Amount
Less than 15 minutes	No credit
15 – 59 minutes	1 Day
60 – 479 minutes	3 Days
480+ minutes	1 Week

How To Obtain Your Credit

In order to receive any credit offered under this SLA, you must initiate a support ticket related to the event AND expressly request that ZeroOutages' issue a credit. CREDITS ARE NOT ISSUED AUTOMATICALLY. Your outage may be wholly unrelated to ZeroOutages' services, so unless you contact us via a support ticket, no credits will be issued. SLA issues related to hardware or other services or events not under ZeroOutages' or Starlinks' control are not eligible for any guarantee or credit offered under this SLA.

You may initiate such support ticket via e-mail to support [at] ZeroOutages [dot] com, or the support.ZeroOutages.com website. Whichever method you choose, You MUST obtain a ZeroOutages ticket number as proof that you initiated a support ticket related to the outage, and the support ticket MUST ask for a credit related to the outage. As stated herein, the timestamp on the support ticket will mark the beginning of a reported SLA issue, should ZeroOutages determine that an eligible SLA issue occurred. If ZeroOutages was aware of the issue before you were, ZeroOutages may notify you of the SLA issue. In such instance, you must still initiate a support ticket to confirm that you are aware of the SLA issue, and such support ticket must still also request a credit. To be clear, you must have a support ticket number in order to receive any credits under this SLA.

You agree and acknowledge that all other terms, limitations, exclusions, disclaimers and requirements contained in ZeroOutages' Service Agreement apply to this SLA.