

## SERVICE LEVEL AGREEMENT – VLAN SERVICES

This Service Level Agreement (SLA) measures the percentage of time a port is available for Customer’s VLAN Services (“Agreement”) and establishes a credit mechanism if EPB Fiber Optics does not achieve the committed port availability. This SLA is a part of the VLAN Agreement between EPB Fiber Optics and Customer.

### 1. SERVICE LEVEL STANDARDS

EPB Fiber Optics will maintain 99.9% Committed Port Availability for each Port that EPB Fiber Optics utilizes for VLAN services. If EPB Fiber Optics fails to meet its Service Level Standards, EPB Fiber Optics will provide Customer with the remedies described in Section 3. EPB Fiber Optics must provide the local access on EPB Fiber Optics facilities to qualify for this Service Level Agreement.

### 2. CALCULATION OF SERVICE LEVEL STANDARDS

**2.1 Port Availability Calculation.** Port availability is calculated monthly as follows: (Number of Minutes in a Month) – Port Outage Time (Minutes) \_\_\_\_\_ = Port Availability (Number of Minutes in a Month)

**2.2 Components Included in Port Availability.** Port availability is calculated based on the performance of EPB Fiber Optics provided local access facilities used to access the Network.

**2.3 Outage Time.** Excluding Outages caused by the factors listed below, outage time (“Outage Time”) is the total time in a month that a Customer’s Port is unable to transmit traffic, and Outage Time is measured from the time EPB Fiber Optics opens a trouble ticket to the time a problem is repaired. Outage Time does not include outages of less than 60 seconds duration, or time attributed to Customer’s delay in responding to requests from EPB Fiber Optics for assistance to repair an outage. Outage Time will not include outages caused by:

- a. Failure of any component not included in the subsection 2.2 above
- b. Failure of Customer-provided local access facilities used to access the Network
- c. Scheduled maintenance from 12:00 a.m. (midnight) – 6:00 a.m., local time at site
- d. Failure of any components beyond the Network side of a network-to-network interface (“NNI”)
- e. Failure of any components EPB Fiber Optics cannot correct because Customer fails to respond to requests for access to customer’s facilities or are otherwise inaccessible
- f. Troubles resolved as “No Trouble Found”

- g. Force majeure events under the Agreement
- h. Customer’s negligence or willful misconduct or the negligence or willful misconduct of others using services under the Agreement; or
- i. Lateral Exchange Network Service.

### 3. REMEDY

If customer believes that EPB Fiber Optics has failed to meet its Service Level Standards in any given billing month, Customer must contact its EPB Fiber Optics Customer Care Representative within thirty (30) days of Customer’s receipt of EPB Fiber Optics’ invoice for that billing month. Once EPB Fiber Optics verifies that the actual Service Level Standards are below the committed levels in any given billing month, EPB Fiber Optics will calculate the cumulative total Outage Time for the specific billing month and will issue a service credit (“Service Credit”) to Customer that will appear on Customer’s monthly invoice. The Service Credit will equal the applicable amount from the table below. Service Credits will not exceed the limits in Section 4.

Total Monthly Outage	Time Service Credit*
Less than or equal to one (1) hour	One 1-Day’s Service Credit
Greater than one (1) hour one 1-Day’s service	Credit plus one 1-Day Service Credit for each Whole hour of Outage Time in excess of one (1) hour

\*1-Day Service Credit is equal to 1/30 of the monthly recurring charge for the affected Port in the applicable month (N-Days Service Credit is equal to 1-Day Service Credit multiplied by N, where N is the number of Days of Service Credit).

### 4. MAXIMUM SERVICE CREDITS

**4.1 Monthly Service Credit.** Service Credits issued in any month for a Port under this SLA will not exceed the monthly recurring charges for the affected Port.

**4.2 Yearly Service Credit.** Notwithstanding the monthly service credit limitation under section 4.1, the combined cumulative total of Service Credits issued

during each year that the Agreement is in effect will not exceed 10% of Customer's total services for the affected Port that has been or will be invoiced during that year.

## **5. APPLICABILITY**

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This Service Level Agreement applies to VLAN Services covered by the Agreement. Only one Service Level Agreement is available per Customer, and this Service Level Agreement replaces and supersedes any prior service level agreement in effect between EPB Fiber Optics and Customer with respect to VLAN Services. This Service Level Agreement is limited to Ports utilized to provide connectivity to the network of computers and does not apply to any Port utilized to provide EPB voice, data or other telecommunications service.