

Service Level Agreement

Managed Services

This Service Level Agreement (“SLA”) covers BCN Telecom, Inc.’s (“Company”) intended performance levels using commercially reasonable efforts for the operation and maintenance of Managed Services (as defined below) provisioned to Customer by Company.

Definitions.

Unless otherwise defined in this SLA all capitalized terms shall have the meaning prescribed in either the Terms and Conditions found on Company’s website at www.bcntele.com or the Master Services Agreement (collectively the “Service Agreement”) as applicable to each Customer.

Business Day(s). Any day other than a Saturday, a Sunday, a legal holiday, a day on which banking institutions or trust companies in either New Jersey or Florida are closed and/or any day in which the Company closes its offices.

Business Hour(s). 8:00 am ET through 6:00 pm ET during the Company’s Business Days. (Business Hours may be limited on the afternoon prior to a non-Business Day).

Disruption. An unscheduled period during which an affected piece of Managed Equipment at an affected location is disrupted and not usable.

<u>First Tier Disruption</u> .	A Disruption that entirely prevents a Customer from utilizing Managed Equipment at an affected location.
<u>Second Tier Disruption</u> .	A Disruption which poses substantial but not total impairment of a Customer’s utilization of Managed Equipment at an affected location.
<u>Third Tier Disruption</u> .	A Disruption which poses limited but not substantial or total impairment of a Customer’s utilization of Managed Equipment at an affected location.

Managed Equipment. Equipment for which Company charges Customer an MRC to manage and maintain the Equipment's performance in addition to MRC's for Underlying Service.

Managed Service(s). Managed Equipment and/or Monitoring Services.

Monitoring Service(s). A network service or equipment electronic monitoring Service for which Company charges Customer an MRC to monitor the availability and performance of the Underlying Service and/or the related Managed Equipment. The Monitoring Service’s MRC is in addition to the MRC's for the Underlying Service.

Mean Time to Repair (“MTTR”). Company’s mean time to either repair or replace Managed Equipment provided the trouble is isolated by Company (or its designees) to the Managed Equipment during Company’s Business Hours and subject to: (a) the replacement Managed Equipment being readily available at Company’s warehouse; and (b) the availability of repair times of Company’s underlying carriers and/or vendors during their regular business hours.

Objective(s). The target performance Company aims to achieve.

Trouble Ticket. A documentation of Disruption initiated by Customer with Company’s service assurance department through either the Customer portal found on Company’s website at www.bcntele.com, emailing repair@bcntele.com or by calling (888) 866-7266.

Underlying Service(s). The underlying Service(s) provided by the Company to Customer not including the Managed Equipment and/or the Monitoring Services.

Objectives.

The following are the Company’s Objectives:

Managed Equipment Objectives		
	Company’s Response Time to Customer’s Trouble Ticket	Managed Equipment MTTR
<u>First Tier Disruption</u>	One Company Business Hour.	One Company Business Day delivery of replacement Equipment for Customer self-installation provided the primary cause of failure is determined by Company by 2:00 pm ET, the primary cause is not subject to exclusions, and the replacement Equipment is readily available in Company’s storage facility.
<u>Second Tier Disruption</u>	Two Company Business Hours.	Two Company Business Days delivery of replacement Equipment for Customer self-installation provided the primary cause of failure is determined by Company by 2:00 pm ET, the primary cause is not subject to exclusions, and the replacement Equipment is readily available in Company’s storage facility.
<u>Third Tier Disruption</u>	Three Company Business Hours.	Three Company Business Days delivery of replacement Equipment for Customer self-installation provided the primary cause of failure is determined by Company by 2:00 pm ET, the primary cause is not subject to exclusions, and the replacement Equipment is readily available in Company’s storage facility.

Monitoring Service Objectives
Company shall create a Trouble Ticket on behalf of Customer within 2 Company Business Hours of a recurring and sustained Underlying Service availability issue identified by the Service monitoring.

Objectives for Customer Requested Configuration Changes to Managed Service	
Simple Change	4 Business Hours
Moderate Change	1 Business Day
Complex Change	2 Business Days
Company will in its sole and absolute discretion determine whether a change is simple, moderate or complex based on the type of change requested by the Customer and the number of impacted sites.	

Credit.

A credit may be issued by Company for Disruptions to Managed Equipment, which are not caused by the underlying carrier or vendor or subject to the exclusions below, that is proportionate to the Disruption at an affected location commencing on the later date of Customer’s proper submission of a Trouble Ticket or Customers granting to Company or its designees access to the Equipment causing the Disruption and ending on the date when Managed Equipment is replaced or repaired. Total credit in any month shall not exceed one hundred percent (100%) of the MRC for disrupted Managed Equipment at an affected location. Credit, if any, will be calculated by Company only for the Disruption to Managed Equipment at an affected location and may be up to:

Credit for Managed Equipment MTTR	20% of MRC for Managed Equipment per Company Business Day beyond the Managed Equipment MTTR objective stated above.
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Credits for Disruptions not caused by Company shall be measured based on the calculations and credits, if any, provided by the underlying carrier for the affected Disruption at the affected location. In such event, Company shall only pass along to Customer any credits received by Company from the underlying carrier or vendor, if any.

Credits under this SLA shall only apply to MRCs for the Managed Equipment and shall not apply to MRC’s for Underlying Service, for Monitoring Service, or for Customer requested configuration changes to Managed Services, or to other charges including without limitation one-time charges, including but not limited to, Special Construction Costs, usage charges, 3rd party charges, taxes, fees or other charges from Regulatory Authorities. Credit, if any, for Underlying Service disruptions will be calculated by Company pursuant to the Services Agreement and/or applicable service level agreement, if any. A Disruption and/or a failure to meet Objectives is not a default or breach of the Services Agreement.

Qualification.

In order to qualify for possible credit, a Customer must: (a) properly initiate a Trouble Ticket within twenty-four (24) hours of the Disruption, and (b) following repair or replacement of Managed Equipment, e-mail Company's customer service department at customerservice@bcntele.com within fifteen (15) days requesting a credit with the Trouble Ticket number and the words "Credit Request" referenced in the subject.

Exclusions.

Credit shall not be issued for Disruptions due to the following:

1. Any act (including but not limited to configuration changes) or omission by: (a) Customer or by a third party not affiliated with Company, including, without limitation, those parties authorized by Customer to utilize the Managed Equipment, or (b) the underlying carrier or vendor;
2. A force majeure event;
3. Trouble Tickets for Disruptions within fifteen (15) days of the Start of Service Date;
4. Customer elects not to release the disrupted Managed Equipment for testing and repair;
5. Disruptions associated with equipment or software not provided directly by Company;
6. Disruptions associated with Customer's delay or failure to: (a) respond to Company's or its designee's requests related to repairing the disrupted Managed Equipment and/or (b) allow Company or its designee access necessary to repair disrupted Managed Equipment;
7. Disruptions associated with a failure of power;
8. Disruption caused or requested by Customer;
9. Disruptions caused by Customer's failure to authorize replacement of any element of Special Construction;
10. Any inside wiring not installed by Company or its designee;
11. Disruptions due to failure of Managed Equipment components not covered by this SLA; and/or
12. Scheduled or emergency maintenance or implementation of Customer's order.

Limitations. This SLA does not apply to installation times or to Equipment or Services not defined in this SLA. No credits under this SLA shall be issued if the Customer: (a) is in default of the Service Agreement or any documents incorporated therein, including, but not limited to, the Subscription Agreements, AUP and/or Privacy Policy, (b) is past due on any invoices, (c) is entitled to other available credits, compensation or remedies under its Service Agreement for the same Disruption or to a disruption of the Underlying Services, or (d) Company does not find an SLA failure. All credits are exclusive of any applicable usage charges, 3rd party charges, taxes or fees for the Managed Equipment. If Customer has claims for more than one Credit for a disrupted Service, including without limitation for Underlying Service or for Equipment, including without limitation Managed Equipment, at an affected location, then it shall receive only the single highest credit with respect to the disrupted Service or Equipment. Credits may not be carried over into subsequent billing periods and shall only apply to the invoice for the period in which it is issued, irrespective of balance. In no event shall Company's liability for losses or damages be greater than an amount equal to the sum of the payments, up to twelve (12) months, made by Customer to Company for the disrupted Managed Equipment provided at each specific affected location at which losses or damages are claimed.

Use of Alternative Service. If Customer elects to use another means of communications or equipment during the period of Disruption, Customer must pay for the charges for the alternative service or equipment used.

Interpretation. This SLA does not supersede or replace the Service Agreement. In the event of any conflict between the terms of this SLA and the Service Agreement, the terms of the Service Agreement shall prevail. Nothing in this SLA shall provide Customer with a right to suspend or terminate Services with Company.

Modification. This SLA may be modified by Company in its sole and absolute discretion with said modifications being effective on the earlier of the date that the modifications are provided to Customer or posted on Company's website at www.bcntele.com.