

**Service Level Agreement**  
**Broadband Internet Access Services**  
**And**  
**Dedicated Internet Access 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 Service (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](http://www.bcntele.com) or the Master Services Agreement (collectively the “Service Agreement”) as applicable to each Customer.

Broadband Internet Access (“BB Service”). Internet access Services other than DIA Services, including but not limited to wireless LTE, broadband, cable modem, DSL, Internet over fiber, and Internet Essentials.

Covered Services. BB Service and DIA Service.

Chronic Service Outages. A Chronic Outage means that within any given calendar month, a specific Covered Service at the same location experiences three (3) or more separate Service Disruptions in violation with an SLA Objective that either lasts: (a) more than twelve (12) consecutive hours each, or (b) more than forty-eight (48) cumulative hours.

Dedicated Internet Access (“DIA Service”). A private non-shared connection between Customer and the Internet.

Jitter. The measurement of the variation in the end-to-end delay in milliseconds (“MS”) of received packets of IP between hub routers based on the average metrics for that calendar month.

Latency. The round-trip transmission times in MS between hub routers based on the average metrics for that calendar month.

Mean Time to Repair (“MTTR”). Company’s mean time to repair during Company’s regular business hours and subject to the availability of repair times of Company’s underlying carriers and/or vendors during their regular business hours.

Objective(s). The target network performance Company aims to achieve for Service Availability, MTTR, Jitter, Latency and Packet Delivery.

Packet Delivery. The successful packet delivery percentage between hub routers based on the average metrics for the calendar month.

Service. DIA Service or BB Service, as applicable.

Service Availability. The percentage of hours in a monthly billing cycle during which Service is available to exchange data between Company-served Customer end point and the Public Internet, which may include Jitter or Latency, and shall be determined as follows:

$\frac{\text{Total Hours in Monthly Billing Cycle} - \text{Total Hours of Consecutive Service Disruption/}}{\text{Total Hours in Monthly Billing Cycle}}$
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**Service Disruption.** An unscheduled period during which an affected Service at an affected location is disrupted and not usable.

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

**Trouble Ticket.** A documentation of Service Disruption initiated by Customer with Company's repair department through either the Customer portal found on Company's website at [www.bcntele.com](http://www.bcntele.com), emailing [repair@bcntele.com](mailto:repair@bcntele.com) or by calling (888) 866-7266.

### Objectives.

The following are the Company's Objectives:

	<b>BB Service</b>	<b>DIA Service</b>
Service Availability	99.00%	99.99%
MTTR	8 hours	4 hours

<b>DIA Service</b>			
<b>Region</b>	<b>Latency</b>	<b>Jitter</b>	<b>Packet Delivery</b>
North America	< 45 MS	< 3 MS	99.9%
International- Europe	< 35 MS	< 15 MS	99.5%
International- Transatlantic, Transpacific and All Other	< 270 MS	< 15 MS	99.5%

### Credit.

A Service credit may be issued by Company for Service Disruptions or, where applicable, failure to meet Objectives, which are not caused by the underlying carrier or vendor or subject to the exclusions below, that is proportionate to the Service 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 Service Disruption and ending on the date when Service is restored. Total credit in any month shall not exceed one hundred percent (100%) of the MRC for disrupted Service at an affected location. Credit, if any, will be calculated by Company for the disrupted Service at an affected location and may be up to:

<b>BB Service</b>	<b>Credit</b>
First Tier Service Disruption	100% per day of the pro rata daily amount of MRC of the disrupted Services lasting at least 8 consecutive hours at an affected location.
Second Tier Service Disruption	No Credit.
Third Tier Service Disruption	No Credit.

<b>DIA Service</b>	<b>Credit</b>
First Tier Service Disruption	100% per day of the pro rata daily amount of MRC of the disrupted Services lasting at least 4 consecutive hours at an affected location.
Second Tier Service Disruption	50% per day of the pro rata daily amount of MRC of the disrupted Services lasting at least 8 consecutive hours at an affected location.
Third Tier Service Disruption	No Credit.
Jitter, Latency and/or Packet Delivery Disruption	100% per day of the pro rata daily amount of MRC of the disrupted Services not meeting the Objectives.

Credits for Service Disruptions or, where applicable, failure to meet Objectives, not caused by Company shall be measured based on the calculations and credits, if any, provided by the underlying carrier for the affected disrupted Service 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 shall only apply to MRCs and shall not apply to other charges including without limitation one time charges, including but not limited to, Special Construction Costs, Equipment rental charges, including, but not limited to, the MRC attributable to Equipment, usage charges, 3<sup>rd</sup> party charges, taxes, fees or other charges from Regulatory Authorities. A Service Disruption and/or a failure to meet Objectives is not a default or breach of the Services Agreement.

#### **Chronic Service Outages.**

In the event that Customer experiences a Chronic Service Outages, Customer may request in writing an escalation of repair in accordance with Company's escalation procedures below and, upon receipt, Company will have ten (10) business days to evaluate and prescribe resolution, including a timeline to complete the prescribed repairs. If Company fails to perform the escalation or to resolve the Chronic Service Outage within the timeline prescribed, Customer may cancel that affected Covered Service at the affected location without Early Termination Charges. Service cancellations/terminations without Early Termination Charges are not available with respect to incidents involving exclusions below.

#### **Qualification.**

In order to qualify for possible credit and/or to report Chronic Service Outages, a Customer must: (a) properly initiate a Trouble Ticket within twenty-four (24) hours of the Service Disruption or Chronic Service Outage, and (b) following restoration of Service, e-mail Company's customer service department at [customerservice@bcntele.com](mailto: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 Service Disruptions or, where applicable, failure to meet Objectives, due to the following:

1. Any act 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 Service, or (b) the underlying carrier or vendor;
2. A force majeure event;

3. Trouble Tickets for Service Disruptions or failure to meet Objectives within fifteen (15) days of the Start of Service Date;
4. Customer elects not to release the Equipment for the disrupted Service for testing and repair;
5. Service Disruptions or Objectives failures associated with equipment or software not provided directly by Company;
6. Service Disruptions or Objectives failures associated with Customer's delay or failure to: (a) respond to Company's or its designee's requests related to repairing the disrupted Service and/or (b) allow Company or its designee access necessary to repair Equipment and/or disrupted Service;
7. Service Disruptions or Objectives failures associated with a failure of power;
8. Service Disruption or Objectives failures caused or requested by Customer;
9. Service Disruptions or Objectives failures 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; and/or
11. Scheduled or emergency maintenance or implementation of Customer's order.

**Limitations.** This SLA does not apply to installation times or to Services not defined in this SLA. A credit will not be issued for an Objectives failure where such failure is related to a Service Disruption. 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, or (b) is past due on any invoices, (c) is entitled to other available credits, compensation or remedies under its Service Agreement for the same Service Disruption, or (d) Company does not find an SLA failure. All credits are exclusive of any applicable usage charges, 3<sup>rd</sup> party charges, taxes or fees for the Services. If Customer has claims for more than one Service Credit for a disrupted Service at an affected location, then it shall receive only the single highest credit with respect to the disrupted Service. Service 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 Services 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 during the period of Service Disruption, Customer must pay for the charges for the alternative service 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](http://www.bcntele.com).