

## SERVICE LEVEL AGREEMENT – E-LINE/EPL SERVICES & E-TREE (EP-TREE)

This Service Level Agreement (“SLA”) uses the following service level standards for E-Line and E-Tree Services (“Agreement”) and establishes a credit mechanism if EPB does not achieve the specified service level standards. This SLA is a part of the E-Line Agreement between EPB and Customer.

### DESCRIPTION OF SERVICE

E-Line Service is a port based Ethernet “Point to Point” service (“EPL”), while E-Tree Service is a port based Ethernet “Point-Multi-Point” service (“EP-Tree”), which are designed to reflect the service attributes and standards mandated by the Metro Ethernet Forum, which EPB shall strive to meet.

### SERVICE LEVEL STANDARDS

- Port Availability
- Latency
- Jitter
- Packet Loss
- Mean Time to Repair (“MTTR”)

If EPB fails to meet its service level standards, EPB will provide Customer with the remedies described in Section 6. EPB must provide local access on EPB facilities to qualify for this SLA.

### CALCULATION OF SERVICE LEVEL STANDARDS

- 1. EPB will maintain a 99.99% port availability**
- 2. Port Availability Calculation** Port availability is calculated monthly as follows: 
$$\frac{\text{Number of Minutes in a Month} - \text{Port Outage Time (Minutes)}}{\text{Number of Minutes in a Month}} = \text{Port Availability}$$
- 3. Components Included in Port Availability** Port availability is calculated based on the performance of EPB provided local access facilities used to access the Vendor Network.
- 4. 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 opens a trouble ticket to the time a problem is repaired. Outage Time does not include outages less than sixty (60) seconds or time attributed to Customer’s delay in responding to requests from EPB for assistance to repair an outage. Outage Time will not include outages caused by:
  - a. Failure of any component not included in the subsection 3.3;
  - b. Failure of Customer-provided local access

- facilities used to access the Vendor Network;
- c. Scheduled maintenance from 12:00 a.m. until 6:00 local time on site;
- d. Failure of any components beyond the network side of a network-to-network interface (“NNI”);
- e. Failure of any components EPB 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; or
- h. Customer’s negligence or willful misconduct or the negligence or willful misconduct of others using services under the Agreement.

### PERFORMANCE OBJECTIVES

Performance Objective	Value
Latency (one-way)	<10 ms
Jitter (one-way)	<2 ms
Packet Loss (one-way)	<0.01%

### MEAN TIME TO REPAIR (“MTTR”)

Mean time to repair is the average time required to restore service to an operational condition defined by the table. The MTTR objective is four (4) hours for electronic equipment failure or six (6) hours for fiber optic facilities failure from the time a trouble ticket is opened with the Network Operating Center at EPB.

### REMEDY

If customer believes that EPB has failed to meet its service level standards as listed in Section 4, in any given billing month, Customer must contact its EPB Customer Care Representative within thirty (30) days of Customer’s receipt of EPB’s invoice for that billing month. Once EPB verifies that the actual service level standards are below the committed levels in any given billing month, EPB 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 set forth in Section 7.

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's 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).

### **MAXIMUM SERVICE CREDITS**

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**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.

**2. Yearly Service Credit**

Notwithstanding the monthly service credit limitation under Section 7(a), the combined cumulative total of Service Credits issued during each year that the Agreement is in effect will not exceed ten percent (10%) of Customer's total services for the affected port that has been or will be invoiced during that year.

### **APPLICABILITY**

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This SLA applies to E-Line and E-Tree Services covered by the Agreement. Only one SLA is available per Customer, and this SLA replaces and supersedes any prior service level agreement in effect between EPB and Customer. This SLA 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.