

## SERVICE LEVEL AGREEMENT

This Service Level Agreement (SLA) for Remote Monitoring and Dispatch is hereby incorporated and shall become part of Broadband One's ("BROADBAND ONE") Master Service Agreement (MSA). Capitalized terms not herein defined shall have the same definition set forth in the MSA and all terms and conditions of the MSA shall control this SLA.

### Section 1: Service Description

BROADBAND ONE will provide 24x7x365 remote monitoring of the Customer's Radio Equipment ("Customer's Equipment") and On-site Dispatch to repair Network Equipment within a Mean Time to Repair interval of 4 hours.

- 1.1. Remote Network Monitoring.** BROADBAND ONE will remotely monitor Authorized Equipment on a 24-hour/7 day per week/365 days per year basis (24x7x365) from its NOC.
- 1.2. Technical Support.** BROADBAND ONE shall provide Customer with technical support to Customer the extent that such support is related to and/or resulting from the Customer's Equipment. BROADBAND ONE shall provide three (3) levels of technical support: (a) Level 1 will troubleshoot routine issues and assist in diagnosing more complex issues. Level 1 will engage Level 2 support as necessary; (b) Level 2 will work resolve connectivity issues involving the Authorized Equipment. Level 2 will engage Level 3 support as necessary; and (c) Level 3 will dispatch a service call to Customer's applicable Service Location(s). BROADBAND ONE's toll-free trouble reporting phone number as listed in the BB1 CLIENT HANDBOOK and is connected to the Network Operations Center (NOC), which can be reached 24x7x365. BROADBAND ONE does not provide consulting or advice on the Customer's internal network or customer equipment not covered under the Service Order. BROADBAND ONE reserves the right in its sole discretion to determine whether a problem or issue is Customer's responsibility. In the event that Customer requests a service call to Service Location(s) and BROADBAND ONE determines in its sole discretion that the problem is Customer's responsibility, Customer shall pay BROADBAND ONE for the service call at BROADBAND ONE's then current hourly rates for on-site service calls, including any and all minimum fees.
- 1.3. Remote Configuration Changes:** BROADBAND ONE will remotely alter and/or restore the logical configuration as required to support the proper operation of the Customer's Equipment in accordance with the vendor's specifications.
- 1.4. Online Reporting.** Upon Customer's request, BROADBAND ONE can provide Customer with a password-protected Administrative Website to access online reports of Customer utilization.
- 1.5. Non-Technical Support.** BROADBAND ONE shall provide non-technical support by **calling, emailing, or submitting a ticket to the phone number, email or webpage listed in the BB1 CLIENT HANDBOOK** for: (a) Billing - invoices, statements, credits, etc.; and (b) Service additions and modifications such as additional IP addresses, additional bandwidth, etc.
- 1.6. Support Limitations.** BROADBAND ONE shall not be liable for, or offer credit allowances to Customer, for Customer's use, abuse, and/or misuse of BROADBAND ONE's technical support or non-technical support. BROADBAND ONE reserves the right to deny Customer technical support if Customer's account is not in good standing.
- 1.7. Escalation.** Although Customer should contact the NOC for all initial trouble reporting, Customer will be provided an Escalation List which can be used to escalate an issue if the customer feels the issue is not being addressed in a timely manner.
- 1.8. Scheduled Maintenance.** BROADBAND ONE's normal maintenance hours are between 12:00 a.m. and 6:00 a.m. local time. Scheduled maintenance is normally performed during this maintenance window, and Customers will

be given a minimum of seventy-two (72) hour notice for service-impacting scheduled maintenance. Emergency maintenance is performed as necessary, as determined by BROADBAND ONE.

- 1.9. **Emergency Maintenance.** From time to time, BROADBAND ONE must perform emergency maintenance outside of the Scheduled Maintenance window set forth in Paragraph 2 if BROADBAND ONE solely determines that the BROADBAND ONE Network or its Customers are at immediate risk. BROADBAND ONE will provide as much prior notice to Customer as is practicable under the circumstances. However, emergency maintenance may occur with limited notice.

## Section 2: Customer Responsibilities

The Customer will have the following responsibilities associated with the Customer's Equipment

- 2.1. **Equipment List:** Provide BROADBAND ONE with a list of Authorized Equipment covered under the Service Order including but not limited to equipment documentation, warranty information, serial numbers, Service Locations, and purchase date.
- 2.2. **Access:** Provide BROADBAND ONE safe access to the Service Locations on a timely basis.
- 2.3. **Single Point of Contact:** Provide BROADBAND ONE with a single point of contact.
- 2.4. **Proper Environmentals:** Provide all power and a proper environmentals to operate the Authorized Equipment in accordance with vendor provided specifications.
- 2.5. **Time and Materials:** Pay all Time and Material costs either directly to BROADBAND ONE (at 15% over costs) or to a 3<sup>rd</sup> Party including but not limited to on-going maintenance contracts, break-fix repairs costs, extended warranty, software upgrades, and/or shipping costs required to maintain the Authorized Equipment.

## Section 3: Service Level Objectives

BROADBAND ONE will provide the following Service Level Objectives:

- 3.1 **Mean Time to Respond.** Mean Time to Respond is defined as the average time required for the NOC to begin troubleshooting a reported fault. The Mean Time to Respond objective is fifteen (15) minutes from the time a trouble ticket is opened with the NOC.
- 3.2 **Mean Time to Repair.** Mean Time to Repair (**MTTR**) is defined as the average time required to restore Service to an operational condition. The Mean Time to Repair objective is four (4) hours from the time a trouble ticket is opened with the NOC. This does not include time spent waiting for Customer to respond to a request for further information or time periods when Customer does not provide access to the BROADBAND ONE Equipment at the Customer premise, or any other delays by Customer.
- 3.3 **Service Level Targets.** The Service Level targets are as follows:

SERVICE LEVEL	TARGET
Mean Time To Repair (MTTR)	4 Hours

## Section 4: Service Credits.

**Service Credits.** Except as provided herein and the MSA, Customer may be entitled to a Service credit, calculated monthly, in accordance with the following schedule:

SERVICE LEVEL	SERVICE CREDIT
MTTR	5% MRC per hour of effected Authorized Equipment

Service credits in all Service Level categories cannot exceed fifty percent (50%) MRC of the effected Authorized Equipment in any given month. Any Service credit due to Customer shall not accrue interest. Concurrent and/or simultaneous events that typically warrant Service credits to Customer shall not entitle Customer to consecutive or double Service credits. Service credits do not constitute a refund and may not be carried forward to future months, or paid for or exchanged for cash or other monetary consideration or value. Service credits shall not be issued to a Service Location if arising out of or resulting from: (i) Scheduled or Emergency Maintenance (as hereinafter defined); (ii) any attack, virus, hacking attempt or any other circumstances or events that are not within the control of or caused by BROADBAND ONE, including any Force Majeure event (as defined in the MSA); (iii) problems with or maintenance on Customer's applications, equipment, or facilities; (iv) acts or omissions of Customer or an authorized or unauthorized user; (v) outages caused by companies other than BROADBAND ONE; or (vi) in the event Customer is in breach of the Agreement or Customer's account is not in good standing.

## **Section 5: Conflict or Absence of Terms.**

**Conflict or Absence of Terms.** Except as otherwise provided herein, in the event of any ambiguity, inconsistency, and/or conflict between the term(s) of this SLA, any Service Order Form(s), and/or the MSA, the terms and conditions of this SLA shall control. In the event that any term, condition, covenant, policy, guidance, and/or procedure is not set forth under or provided in this SLA, the applicable term, condition, covenant, policy, guidance, and/or procedure set forth under the MSA shall control and govern.