

Attachment B Service Level Agreement for Point-To-Point and Internet Circuits

1. **Scope** This Service Level Agreement (SLA) applies only to Customer's service performance directly relating to SECOM's circuits. SECOM guarantees that Customer will receive the full contracted bandwidth of each circuit. For point-to-point circuits (PTP), guaranteed bandwidth will be from demarcation point to demarcation point for the ordered bandwidth (for example 1Gbs). For Dedicated Internet Access (DIA), SECOM guarantees the bandwidth from point of demarcation to SECOM's backbone, and that SECOM will have enough capacity to their upstream providers to support the circuit. For Forte Internet circuits, SECOM guarantees the bandwidth at the performance metric listed paragraph 4. The scope of this SLA does not include, under any circumstances any upstream Internet provider; customer premise equipment ("CPE") or customer provided infrastructure.
2. **Testing Methods for contracted capacity** Testing for Ethernet circuits will be accomplished by using equipment capable of testing to RFC 2544 or ITU Y.1564 testing standards, and circuits will be tested according to RFC 2544, ITU Y.1564 standards or other similar industry standard testing measures.
3. **Personnel on staff at SECOM.** SECOM will maintain on staff at least one individual who has achieved at least one of the following or similar industry certifications: Cisco CCNA or higher, or Juniper JNCIA or higher, or CompTia Network+.
4. **Network Availability, Performance and Performance Tracking** SECOM maintains a Network Monitoring System (NMS) to monitor the health of its network. SECOM will monitor these circuits for service availability and utilization. At Customer request, SECOM may provide customer with a web site or sites where they can look at circuit uptime and utilization; basic monitoring is free, extensive monitoring is available at an extra cost.
 - a. **Network Availability** SECOM will maintain a circuit uptime of 99.99% as measured on an annual basis.
 - b. **Performance for PTP circuits**
 - i. Round trip Latency for PTP circuits works will be no more than 30ms.
 - ii. Packet Loss shall not exceed .5%
 - iii. Bandwidth availability of 100% of the rated capacity 100% of the time the network is available.
 - c. **Performance for DIA, and Forte Internet circuits**
 - i. For DIA circuits, SECOM will maintain bandwidth availability of 100% of the rated capacity 99.9% of the time measured on a calendar monthly basis.
 - ii. For SDSL circuits, SECOM will maintain bandwidth availability of at least 90% of the rated capacity 99.9% of the time measured on a calendar monthly basis.
 - iii. For FDSL circuits, SECOM will maintain bandwidth availability at least 80% of the rated capacity 95% of the time measured on a calendar monthly basis
5. **Repair time and Support Management** SECOM maintains a 24 hour dispatch center, where customers can call to report outages 24 x 7 x 365. On staff technical support personnel are available 24 x 7 x 365 to respond to reported outages. This includes technicians, engineers, and construction personnel. SECOM will respond to reported outages within 1 hour of the time it is reported. Response shall include at least one of the following, but not be limited to: a return phone call to customer designated contact, remotely monitoring and determining circuit and equipment status. In the event SECOM determines there is a problem with a circuit, SECOM will dispatch a technician within 1 hour of the time that it is determined there is a problem with the circuit. Dispatch shall include the process of an individual gathering materials and supplies, as determined by the initial diagnosis, to repair the circuit, and departing to commute to the applicable site. For equipment failures, SECOM under normal working conditions will have failed equipment replaced within 2 (two) hours of the time of arrival of said equipment. These time frames apply to completely down circuits or ones that have an immediately repeatable failure; if the problem is an intermittent problem, it may be impossible to determine the problem or confirm repair within the stated time frames. Customer can escalate service issues at any time after one hour of the initial reporting by calling SECOM's dispatch center. Escalation shall taken in the following steps: 1st escalation – Sr. Engineer, 2nd escalation – SECOM Operations Manager, 3rd escalation – SECOM CEO.
6. **Customer and SECOM Responsibilities** Customer shall be responsible to report any problems that they have determined to be past their point of demarcation in the circuit. SECOM shall be responsible to maintain the circuit from demarcation point to demarcation point for PTP circuits, and to the demarcation point for DIA circuits.
7. **Notification and Credits.** Service-impacting conditions can be reported either by Customer or by SECOM. At the time Customer believes that a service impacting condition has occurred, Customer must initiate a trouble ticket by contacting SECOM's NOC. Once a ticket has been opened, SECOM will notify Customer of the situation and initiate diagnostic testing and fault isolation activities to determine the nature of the service condition. Upon customer's request, a credit will be applied to Customer's first monthly invoice subsequent to SECOM's determination that a service impacting condition that lies within the scope of coverage has occurred.
8. **Exclusions** Service quality objectives cover only those events isolated to the covered areas, as specified in Section 1 and 4 above. SLA objectives do not apply to scheduled or Customer-requested service interruptions. Measurement of outages will be conducted only in accordance with the sections below. Under no circumstances will any tests (for example PING tests) performed by Customer, its vendors or partners be recognized by SECOM as a valid measurable criterion of violation length, quality or type for the purposes of establishing a service credit hereunder. Failure of Customer to inform SECOM of changes to Customer's technical contacts lists may result in the denial of credits under this SLA. The SLA objectives

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contained herein apply only to SECOM customers; they do not apply to customers of Customer. Under no circumstances will credits be given for outages involving: (a) trouble tickets associated with new installations (i.e., before service activation); (b) trouble tickets erroneously opened by Customer; (c) a circuit release required by Customer for testing; (d) trouble tickets opened by Customer for service monitoring purposes only; or (e) trouble tickets related to Customer maintenance, configurations, negligence, accidents or omissions. ; or (f) events beyond SECOM's commercially reasonable control; or (g) for any reason listed in Force Majeure; or (h) when SECOM's personnel call the customer and the customer's designated point of contact for the trouble ticket is not immediately available to discuss the situation or immediately take steps of action that SECOM requests; or (i) when SECOM personnel are delayed or prohibited by customer from accessing SECOM's facilities from the demarcation point back toward SECOM.

9. **Credit Requests** Service credits must be requested in writing to SECOM within thirty (30) business days of the resolution of the event for which the credit is being requested. Requests must be on letterhead, and include the following information: Customer name, person making request and their phone number, SECOM circuit ID, Trouble Ticket number, and start and end time of outage. SECOM will apply any credits due to Customer on Customer's monthly invoice following their request and SECOM's determination that the event lies within the scope of coverage.
10. **Remedies and Credits** If the average Network Availability performance objectives fall below the stated levels within the calendar month, SECOM a service credit as stated below.

Length of outage	Amount of Credit
Less than 45 minutes	None
45 minutes to 3 hours	1 day prorated Monthly Recurring Charge for the circuit
3 hours to 8 hours	2 days prorated Monthly Recurring Charge for the circuit
8 or more hours	5 days prorated Monthly Recurring Charge for the circuit

Length of failed performance	Amount of Credit
Less than 45 minutes	None
45 minutes to 3 hours	1 day prorated Monthly Recurring Charge for the circuit
3 hours to 8 hours	2 days prorated Monthly Recurring Charge for the circuit
8 or more hours	5 days prorated Monthly Recurring Charge for the circuit

11. **Applicability** Eligibility for any credits is subject to Customer's account being held current and having no outstanding balance past due. Customer's total credit in any contract year shall not exceed 30 days fees for the covered service type. Customer's total credits for any month shall not exceed the circuit's Monthly Recurring price.

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