



Professional Service Level Agreement

2019

The City of Mont Belvieu and MB Link Broadband are proud to serve you!

This Professional Service Level Agreement (“SLA”) is incorporated into and made part of the MB Link Commercial Services Agreement (“CSA”) between MB Link Broadband (“MB Link”) and you (“Customer”). All terms defined in the signed Service Order and CSA shall have the same meaning when referred to in this SLA. This SLA measures the percentage of time a port is available for Customer’s broadband services and establishes a credit mechanism, if MB Link does not achieve the committed port availability.

OBJECTIVES

This SLA sets forth the specific terms and conditions of the service level reliability and performance guarantees made by MB Link in connection with the broadband services (“Services”) provided by MB Link to the Customer pursuant to the signed Service Order, as well as any remedies that may be available to the Customer should those guarantees be unmet. Customer understands and acknowledges that the remedies set forth in this SLA are the sole and exclusive remedy with respect to any claim in any way related to or arising from any delay, outage, degradation, or non-compliance of the Services.

SLA PACKAGES

Package Details	Standard	Customized
Support via Phone	☒	☒
Support via E-Mail	☒	☒
Support via Online Portal	☒	☒
Standard Support Hours (Monday – Friday, 6:00 a.m. – 10:00 p.m.)	☒	☒
Customized Support Hours (Per business needs)	NA	☒
Service Credits	NA	☒
Yearly SLA Review Meeting	NA	☒
Mean Time to Respond	24 Hours	4 Hours

SERVICE LEVEL STANDARDS

MB Link will maintain a 99.9% Committed Access Port Availability (“CAPA”) for each port that MB Link utilizes for broadband services. MB Link commits to a 4-Hour Mean Time to Respond (“MTTR”) Performance Objective. If MB Link fails to meet its Service Level Standards, MB Link will credit Customer per the remedies described in Remedies section of this document. MB Link must provide the local access on MB Link facilities to qualify for this SLA.

Calculation of Service Level Standards

1. **Port Availability Calculation.** Port availability is calculated monthly as follows:
 $(\text{Number of Minutes in a Month}) - (\text{Port Outage Time in Minutes}) / (\text{Number of Minutes in a Month}) = \text{Port Availability}$
2. **Components Included in Port Availability.** Port availability is calculated based upon the performance of MB Link provided local access facilities to access the MB Link IP network.
3. **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 Access Port is unable to transmit or receive IP traffic, and Outage Time is measured from the time a trouble ticket is opened to the time a problem is repaired. Outage Time does not include outages of less than 60 seconds duration, or time attributed to Customer’s delay in responding to requests from MB Link for assistance to repair an outage. Outage Time will not include outages caused by:
 - a. Failure of any component not included in subsection 2 above
 - b. Failure of Customer provided local access to facilities used to access the MB Link IP network
 - c. Scheduled maintenance from 12:00 a.m. – 6:00 a.m. CST

2

- d. Failure of any components beyond the IP side of a network-to-network interface (“NNI”)
 - e. Failure of any components MB Link cannot repair because Customer fails to respond to requests for access
 - f. Failure of any components MB Link cannot repair because Customer facilities are inaccessible
 - g. Trouble tickets resolved as No Trouble Found (NTF)
 - h. Force majeure events under the CSA
 - i. Customer’s negligence or willful misconduct or the negligence or willful misconduct of others using Services under the CSA
 - j. Lateral Exchange Network Services
4. **Mean Time to Respond.** Mean Time to Respond (“MTTR”) is defined as the monthly average of the time taken between opening a trouble ticket and when MB Link acknowledges the receipt of the trouble ticket. MTTR is calculated by dividing MB Link’s total response time by the total number of trouble tickets in a calendar month.

REMEDIES

If Customer believes that MB Link has failed to meet its SLA in any given billing month, Customer must contact MB Link Customer Operations Center within thirty (30) days of Customer’s receipt of bill for the specific billing month. Once MB Link verifies that the actual SLA is below the committed levels in any given billing month, MB Link 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 bill. The Service Credit will equal the applicable amount from the table below. Service Credits will not exceed the limits listed in Maximum Service Credits section.

<u>Total Monthly Outage</u>	<u>Time Service Credit*</u>
1-Hour or Less	1-Day of Service Credit
1-Hour or Greater	1-Day of Service Credit plus Credit (in whole hours)

*1-Day of Service Credit is equal to 1/30 of the Monthly Recurring Charge (“MRC”) for the affected Access Port in the applicable month.

Maximum Service Credits

1. **Monthly Service Credit.** Service Credits issued in any month for an Access Port under this SLA will not exceed the MRC for the affected Access Port.
2. **Yearly Service Credit.** Without limitation of the Monthly Service Credit maximum listed above, the combined cumulative total of Service Credits issued during each year that the CSA is in effect under this SLA will not exceed 10% of Customer’s total services for Internet connectivity that have been or will be invoiced during that year.

APPLICABILITY

This SLA applies to new Customers that select the MB Link SMB Pro Add-On Services with a term of one (1) year or longer and to existing Customers that extend the Term of their existing Agreement for an additional one (1) year or longer term. All Customers who do not select the MB Link SMB Pro Add-On Services will only receive the Standard SLA. Only one SLA is available per Customer, and this SLA replaces and supersedes any prior SLA in effect between MB Link and Customer with respect to MB Link SMB Pro Services. This SLA is limited to the Access Ports utilized to provide connectivity to the MB Link IP network. This SLA does not apply to any Port utilized to provide voice, data or other telecommunications services, whether or not the underlying facilities utilize IP equipment in the provision of such service.

Effective Date: 02.01.2019
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