



Service Level Agreement (DSL and Broadband Internet)

Overview

This Service Level Agreement applies to all Saddleback Communication's Business DSL and Broadband Internet services which include:

- DSL:
 - 15 Mbps service
 - 6 Mbps Service
 - 2 Mbps service
- The following Broadband Services:
 - 100 Mbps down / 40 Mbps up
 - 150 Mbps down / 40 Mbps up
 - 200 Mbps down / 50 Mbps up
 - 300 Mbps down / 80 Mbps up

This Service Level Agreement (SLA) covers the following performance parameters for Saddleback Business DSL and Broadband Internet:

- Installation Interval
- Provisioning
- Network Availability
- Mean Response Time
- Severe and Chronic Problems

Installation Interval

Saddleback's target Installation Interval is 20 calendar days from the day the order is placed until the day the Field Service Technician is dispatched to install the line. This calculation does not include: (a) any period that Saddleback waits for a response or action from the Customer; (b) any period that Saddleback waits to install the line due to the Customer's failure to respond, lack of access to the Customer's facilities or change of requested installation date; or (c) any period resulting in force majeure events. If this Installation Interval target is not met, Saddleback will provide the first month of Business DSL or Broadband Internet service at no charge.

This Service Level Agreement becomes effective upon initial confirmation of traffic passing from the Customer's router to the Saddleback network.

Provisioning

Saddleback and the Customer agree that a Saddleback Business DSL or Broadband Internet circuit shall be successfully provisioned if the maximum download throughput is 85% of the ordered service. If the Field Service Technician is unable to successfully provide a circuit with the ordered service, the Customer will be offered the maximum available throughput rate and corresponding service.

Network Availability

Saddleback is committed to providing a reliable network for its Customers. With that goal, Saddleback's target for Network Availability is 99.99%. Saddleback's Network Availability is defined as the percentage of minutes in a calendar month a Customer circuit did not experience a Service Outage in that month. Network Availability as a percentage is calculated:

$$1 - \frac{\text{(Time to Restore Service for all Customer Circuit outages experienced in a calendar month)}}{\text{Number of total minutes in the same month}} \times 100$$

The availability target does not account for scheduled outages on Saddleback's Network or events outside of Saddleback's control, including, but not limited to, force majeure events or Customer equipment outages. Network downtime is calculated commencing with the date and time on which the Customer contacts Saddleback and a trouble ticket is opened and ending upon confirmation from Saddleback that the network is restored.

If Saddleback does not meet Network Availability per the above definition, Saddleback will credit the Customer based on the amount of downtime experienced. Each hour of downtime constitutes an hour of credit. Downtime in excess of four (4) hours in one day will be considered an entire day. Credit is calculated based on the monthly recurring fee and a thirty (30) day month.

Mean Response Time

Saddleback is committed to providing the best Customer care experience in the telecommunications industry. In the event that a trouble ticket is required, Saddleback will provide updates to the Customer at least once daily on each open issue.

Each issue will be handled separately and will not be combined with another open issue unless related to the open issue.

Severe and Chronic Problems

A Customer is experiencing a Severe Problem if the aggregate Service Outage time experienced is in excess of twenty-four (24) hours in any calendar month. If a subsequent severe problem occurs

within one calendar month following the calendar month in which a customer experienced a Severe Problem, the problem will be considered Chronic.

Upon verification of a Chronic Problem, a customer may request that Saddleback disconnect the circuit and any applicable Early-Termination Fees will be waived.

Credit Availability

It is the Customer's responsibility to request all valid SLA claims and corresponding credits. To be eligible for service credits, Customer must report the outage or delivery delay to Saddleback Customer Service and a trouble ticket must be opened. Saddleback will notify Customer of its resolution of the reported outage. Customer must claim any applicable service credits by calling Saddleback Customer Service at 480-362-7150 within fifteen (15) calendar days of the notice of resolution of the reported incident. In the event that two or more credits are simultaneously claimed, a credit will be applied toward the single claim resulting in the largest credit. Saddleback will apply any service credits to the Customer's next monthly invoice.