

Holland Board of Public Works Broadband Service Level Agreement

Holland Board of Public Works (HBPW) provides the following Service Level Agreement (SLA) for applicable broadband service.

Definitions

Calendar Month: The period beginning at 12:00 AM midnight on the first day of the month and ending at 11:59 PM on the last day of that month.

Customer: A customer that orders the Service from HBPW pursuant to an agreement.

Service: Active Ethernet Service or Business Class Internet Service as provided by the HBPW

Service Address: Building where Customer receives Service.

Customer Premises Equipment (CPE): Customer-owned network equipment located at Customer's Service Address.

Availability Objective

HBPW offers the following SLA for Service with a minimum of one year Service term. The SLA is effective on the first day of the month after initial installation and Customer acceptance of Service.

Service Availability

Customer will be entitled to receive from HBPW a credit if the availability ("Service Availability") of a particular Service for any Calendar Month falls below the percentage shown in the applicable credit schedule included below. HBPW guarantees the Service availability only to the point to which HBPW can perform connectivity tests to HBPW network termination equipment at Customer Address. The Service will be deemed to be unavailable to the Customer only if the Service is subject to an interruption that results in a total disruption of the Service ("Outage") for longer than 3 minutes.

Service Availability Percentage is calculated as follows:

$$\left(\frac{(\text{Applicable Days in Calendar Month} * 24 * 60) - (\text{Minutes of Outage on Affected Service in Calendar Month})}{(\text{Applicable Days in Calendar Month} * 24 * 60)} * 100 \right)$$

Outage minutes are calculated by HBPW monitoring and Trouble Management systems.

Circuit Availability		Amount of Credit	Downtime Per Month *
Upper Level	Lower Level		
< 99.99%	99.9%	10%	≤43.8 minutes
< 99.9%	99.5%	25%	≤ 3.6 hours
< 99.5%	0%	50%	> 3.6 hours

The credit (“Outage Credit”) to which the Customer may be entitled under this section will be equal to the applicable credit percentage identified in the table below of Customer’s monthly recurring charges for the affected Service.

Service Restoration

In the event of an Outage, HBPW will notify the Customer within 1 hour of the incident, and will provide the Customer with regular updates and an Estimated Time to Repair (ETTR).

In the event of an Outage, HBPW will operate to achieve a 4 hour or better Mean Time to Restore (MTTR).

Chronic Outage

In the event Customer experiences chronic Outages with respect to any Service, Customer will be entitled to terminate the affected Service. A Service suffers from chronic Outages if such Service, measured over any Calendar Month, experiences more than five Outages, or more than 48 aggregate hours of Outages. Customer may at its sole and exclusive remedy for chronic Outages, upon 30 days prior written notice to HBPW, terminate the Affected Service without incurring any early termination charges

Terms and Conditions

HBPW is offering the Service in accordance with the HBPW Rate Book and applicable Service agreement. In the event of a conflict between the terms of this document and the Rate Book, the terms of this document will control.

To be eligible for an Outage Credit under this SLA, the Customer must, in addition to complying with the other terms included in this SLA, be in good standing with HBPW and current on their obligations, and submit necessary supporting documentation and request reimbursement within 30 days of the conclusion of the service month in which the Outage occurs.

HBPW will determine the Outage Credit to be provided to the Customer. Customer may receive Outage Credit for a particular impacted service for a maximum of four months in any 12 month period.

Restrictions and Exclusions

An Outage will not be deemed to have occurred in the event that the Service is unavailable or impaired due to any of the following:

- a) Interruptions caused by the negligence, error or omission of Customer or others authorized by Customer to use or modify Customer's service;
- b) Interruptions due to failure of power at Customer's Service Address;
- c) Interruptions due to poor performance of Customer Premises Equipment (CPE);
- d) Interruptions during any period in which HBPW technicians are not given access to the Service Address;
- e) Interruptions during planned maintenance which HBPW communicated to the Customer;
- f) Interruptions during any period when the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis;
- g) Interruptions resulting from force majeure events beyond control of HBPW including, but not limited to, acts of God, pest damage, government regulation, labor strikes or national emergency;
- h) Interruptions resulting from the inability to secure component parts;
- i) Interruptions resulting from incorrect, incomplete or inaccurate orders and/or network specifications from the Customer;
- j) Interruptions resulting from a failure of a carrier other than HBPW providing service.