



## STANDARD CUSTOMER SERVICE LEVEL AGREEMENT

Bresco Broadband strives to provide a reliable trouble-free Internet service with as few outages and interruptions as possible, with the lowest possible latency. The Internet is a network of many inter-connected service providers and networks. Bresco Broadband only has control over its part of the Internet that it operates and controls. Once internet data leaves the Bresco Broadband network, Bresco Broadband has no control or impact over the data or remote application servers. This Service Level Agreement applies to the sections of the Internet that Bresco Broadband has within its direct control.

### **Network Availability Guarantee**

The Bresco Broadband network is guaranteed to be available and capable of forwarding IP packets 99.99% of the time, as averaged over a calendar month. Bresco Broadband's Internet network includes the customer access port (the port on the Bresco Broadband Internet aggregation router or switch upon which the customer's circuit terminates, this does not include the customer's equipment); and the Bresco Broadband Internet backbone network to where Bresco Broadband inter-connects with other Internet Service Provider (ISP) networks, Internet Exchanges, or services such as Microsoft, Google, or Amazon. The Bresco Broadband Internet backbone is defined as and includes Bresco Broadband owned or leased fiber and Bresco Broadband controlled routers, switches, optical equipment, Ethernet equipment, and leased circuits, including any data transit connections up to and including the customer hand-off port.

Bresco Broadband's Internet Network availability guarantee does not include customer owned network equipment, including switches, routers, Local Area Network (LAN) equipment and events that may be LAN or customer equipment related, scheduled maintenance events, Customer Premise Equipment (router or CPE), customer caused outages or disruptions, interconnections to or from and within other Internet Service Provider (ISP) networks, Bresco Broadband Fiber, Ethernet, DSL or Wireless service, and force majeure events <sup>(1)</sup>. If the Network Availability Guarantee is not met in a calendar month, the customer is eligible to receive a prorated credit based on length of the outage, up to the monthly service charge (MRC) for the time period that the outage is in excess of the 99.99% guarantee under this SLA. The amount of credit will never exceed a maximum of one month's recurring charge.

### **Latency Guarantee**

The Bresco Broadband Internet network (as defined in the previous section) is guaranteed to have an average round trip packet transit time within the Bresco Broadband Internet backbone network of 35ms or less. The average network latency is measured as the average of 5 minute samples taken throughout the month. This guarantee does not apply to circuits that are running at capacity and where normal TCP/IP flow control mechanisms come into play increasing latency. The Internet Latency Guarantee does not include the customer's Local Area Network (LAN), scheduled maintenance events, Customer Premise Equipment (router or CPE), customer caused outages or disruptions, interconnections to or from and within other Internet Service Provider (ISP) networks, or Wireless services, and force majeure events. If the Latency Guarantee is not met, the customer is eligible to receive a pro-rated credit based on length of time that the latency exceeds 35ms guarantee, up to the monthly service charge (MRC) for the time period that the Latency is in excess of the 35ms guarantee under this SLA, up to a maximum of one month's recurring charge.



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### **Speed Guarantee**

The Bresco Broadband network guarantees delivery of the customers purchased service speed as identified in the customer's service agreement. Speed delivered will be measured by Bresco equipment at the Customer hand-off port, not traversing any customer owned equipment. In the case of Point-to-Point circuits, speed will be measured from customer hand-off port to the customer hand-off port. Bresco Network statistics are collected at the customer facing edge port will be the only data considered valid for determination of network speed, performance, issues and outages. Statistics taken from non-Bresco controlled equipment, ie customer routers and switches will not be considered or accepted as accurate.

### **Packet Loss Guarantee**

The Bresco Broadband Internet network (as defined above) is guaranteed to have a maximum average packet loss of less than 1 percent averaged over 60 minute intervals. Should packet loss exceed 1 percent when averaged over a 60 minute interval, the customer is entitled to a credit for the period that packet loss is in excess of the less than 1% guarantee under this SLA. This guarantee does not cover situations where the circuit is running at capacity and traffic is discarded because of customer running circuit at full capacity where normal TCP/IP flow control mechanisms come into play. The amount of credit will never exceed a maximum of one month's recurring charge.

### **Chronic Issues:**

If after Service Activation, Bresco repeatedly fails to deliver the contracted speed, packet latency or packet loss, as defined in this Service Level Agreement (SLA), or customer has three or more separate, unrelated service interruptions not related to Force Majeure events, and customer has opened up trouble tickets with Bresco NOC, and problems have been verified by Bresco over a period of 30 days or less resulting in loss of customer productivity and revenue, or if there are significant customer support requests (due to outages) relating service issues that are not addressed by Bresco in a timely manner (3 business days), Customer may terminate only the affected service for cause without further contractual obligation or cost. This chronic Issue guarantee excludes issue with customer owned equipment, cabling and facilities related issues.

### **Standard Maintenance Window:**

Bresco Broadband's standard weekly maintenance window is reserved for every Saturday from 5 AM to 7 AM. These maintenance windows are rarely used for service affecting events. Customers will be notified if maintenance window will be a service affecting event, exceeding more than 5 minutes excluding the normal maintenance window. Customers will be notified 7 days in advance of all service affecting maintenance outside of this standard timeframe. A fallback maintenance window of Sunday from 5 AM to 7 AM is reserved to fallback from any issues that may have occurred during the previous day's maintenance window. The only exception to the standard maintenance window is an emergency maintenance window for emergency replacement of equipment causing degraded service to one or more customers. In the event of an emergency maintenance window, if possible, the customer will be notified via email in advance of the emergency maintenance event.



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### Credit Requests

Bresco Broadband will provide the credits outlined above should these guarantees not be met, subject to verification by Bresco broadband. Requests for credits must be in writing and received by Bresco Broadband no later than 30 days from the disruption in service as outlined in the guarantees above.

Customers requesting credits must have documented the incident by opening a trouble ticket with the Bresco Broadband Support Center by calling 614-444-1001 at the time of the incident. Please allow one week for credit requests to be researched and processed by Bresco Broadband prior to posting to a customers' account. Total credits under this SLA are limited to a maximum of the monthly service charge for a single month in which the service does not meet the commitment. Concurrent events such as packet loss and latency do not mean concurrent credits since the events are related. Bresco Network statistics collected at the customer facing edge port will be the only data considered valid for determination of network issues and outages. Statistics taken from non-Bresco controlled equipment, ie customer routers and switches will not be considered or accepted as accurate.

Network Unavailability, Speed Issues, Packet Loss or High Latency greater than thirty (30) minutes, but less than eight (8) hours, in a calendar month; equals a one (1)-day Service Credit.

Network Unavailability, Speed Issues, Packet Loss or High Latency equal to or greater than eight (8) hours, but less than twelve (12) hours, in a calendar month equals a one (1)-week Service Credit

Network Unavailability, Speed Issues, Packet Loss or High Latency equal to or greater than twelve (12) hours in a calendar month equals a one (1)-month Service Credit.

This credit applies only to the site, location or service directly experiencing connectivity issues. Loss of a service or connectivity at one location does not constitute a credit for all locations even though they may all be billed under a single billing address.

Requests for credits may be mailed to Bresco Broadband, 423 E. Town Street, Columbus, OH 43215, faxed to 614-228-5880 or emailed to [accounting@brescobroadband.com](mailto:accounting@brescobroadband.com). Requests for SLA credits should include a date and description of the outage along with the Bresco Broadband support ticket number associated with the outage.

### Notes:

(1) Force Majeure Events are unforeseen or extraordinary circumstances that the service provider has no control over. Examples of force majeure events are: acts of god, fires, storms, floods, utility outages, blackouts, war, hurricanes, tornadoes, earthquakes, riots, crime, severe weather events, and other events the provider has no control over.

### Revisions:

- 1 – 6-17-2022 - Added some examples of force majeure events.
- 2 – 6-17-2022 – Reformatted document page/paragraph breaks.