

BTC Broadband Service Level Agreement

1. Introduction

BTC Broadband, Inc. ("BTC") is committed to providing a reliable, high-quality network to support Customers using BTC's network infrastructure. This Service Level Agreement (this "SLA") outlines the minimum service a Customer may expect from BTC for a contracted service. This SLA represents BTC's sole responsibility and the Customer's sole and exclusive remedy related to BTC's network infrastructure regarding this SLA and any service availability guarantee, service deficiencies or interruptions whatsoever.

As used herein, "Customer" shall mean a BTC Broadband business customer who has executed a binding agreement for BTC's network infrastructure.

2. Limitations

BTC is not obligated under this SLA for any Customer whose account is, or during the period in question, was not in good financial standing with BTC, or is in violation of the terms and conditions of BTC's Acceptable Use Policy, Service Agreement, Customer Agreement or any other agreement with BTC. Further, this SLA is not applicable if the five-minute average load on the applicable Customer Connection exceeds 70% of its maximum capacity in a given month. Also, if any portion of the Customer's service is provided by a third-party (including any resold services), such third-party's SLA metrics, if any, shall apply on that segment of the service.

3. Service Definition

This SLA is provided on the Customer's connection to BTC's network infrastructure and is applicable to availability of the connection to and the performance of the traffic on BTC's network infrastructure. A Customer connection is terminated at the BTC demarcation point. The connection between the demarcation point and the Customer Premise Equipment ("CPE"), including all structures, facilities or equipment, is the responsibility of the Customer.

4. Availability of the Service

BTC defines availability as the amount of time per month that the BTC infrastructure and the applicable service are available to the Customer and not impaired as described in Section 5 (Performance of the Service) of this SLA. BTC will calculate the "Availability Percentage" for any applicable service using the following formula:

$$P = \frac{A - B - C}{(A - B)} * 100$$

Where:

- *A* shall be the total number of seconds in the measured period.
- *B* shall be the sum of all outages due to "Scheduled Maintenance" (as defined in Section 6).
- *C* shall be the sum of all "Downtime" (as defined below).

- *P* shall be the applicable "Availability Percentage", as set forth in the Customer Agreement for the applicable service.

The Downtime period starts when an authorized Customer representative contacts BTC Support (800-256-4400) to open an SLA case and a trouble ticket in mutual agreement, or a trouble ticket has been opened by the BTC Network Operation Center ("NOC") after a problem affecting a Customer has been detected. Upon request by BTC, Customer agrees to perform basic troubleshooting steps before a trouble ticket is opened. In the event that BTC determines that Customer is experiencing an outage, the Downtime calculation will begin from the time the Customer contacted BTC Support. The Downtime period ends when the service is restored as determined by BTC's NOC.

Downtime, for purposes of the calculation above, will not be calculated for any interruption in service:

1. Due to the negligence of or noncompliance with the provisions of any agreement between Customer and BTC.
2. Due to any failure caused by the Customer or any end user, or by Customer failing to promptly take any remedial action directed by BTC.
3. Due to the failure of power at the Customer's premises.
4. Due to the failure of any CPE or other customer owned hardware.
5. Due to change request orders to the connection initiated by the Customer.
6. Outages reported by the Customer in which no fault is observed or confirmed by BTC's NOC.
7. During any period in which BTC is not given full and free access to its facilities and equipment for the purposes of investigating and correcting any interruptions.
8. Due to the failure of equipment, systems, connections or other services not provided by BTC.
9. Due to circumstances or causes beyond the reasonable control of BTC, including, without limitation, acts of war, civil disturbances, acts of civil or military authorities or public enemies, earthquakes, hurricanes, floods, fires, storms, tornadoes, explosions, lightning, power surges or failures, fiber cuts, cyber attacks, strikes or labor disputes.

Availability Percentage	Downtime in 30 days
99%	Two Nines equals 7 hours and 12 minutes downtime in 30 days
99.9%	Three Nines equals 43 minutes and 12 seconds downtime in 30 days
99.99%	Four Nines equals 4 minutes 19 seconds downtime in 30 days
99.999%	Five Nines equals 26 seconds downtime in 30 days

5. Performance of the Service

The BTC infrastructure is considered degraded if one of the measured key performance indicators (i.e., latency, jitter, packet delivery or availability) between a Customer's premises and the BTC demarcation point is measured at a rate out of specification with the agreed-upon service level. BTC maintains different levels of service dependent upon the connection type. These levels are set forth below:

Technology	Latency	Jitter	Packet Delivery	Availability
ADSL/VDSL	≤ 60 ms	≤ 10 ms	n/a	99%
PON	≤ 30 ms	≤ 5 ms	99.8%	99.99%
Active Ethernet	≤ 20 ms	≤ 4 ms	99.9%	99.99%

ADSL/VDSL

Digital Subscriber Line is a complex technology with known limitations that must be acknowledged when considering service metrics. However, BTC use commercially reasonable efforts to provide Customer the maximum speed up to the subscribed level of the service. The throughput Customer receives can vary from line to line depending on a variety of factors such as internal wiring, line quality, location, Internet traffic and other variables outside of BTC's control. Due to this, BTC cannot guarantee upload or download speeds for ADSL/VDSL.

Other Definitions and Measurement

Latency is defined as the round-trip time, which is the time it takes for a signal to be sent plus the length of time it takes for an acknowledgement of that signal to be received. Average latency is the hourly average of the latency tests performed on a circuit. Average latency is not measured when a circuit is experiencing a service outage.

Jitter is defined as the variation in latency as measured over time of the network infrastructure. Average jitter is the hourly average of the jitter as measured during latency tests performed on a circuit. Average jitter is not measured when a circuit is experiencing a service outage.

Packet Delivery is the ratio of the number of packets received and the number of packet transmitted as expressed as a percentage. Packet Delivery is guaranteed at a minimum hourly average from Customer's CPE to a test point on the BTC network. Packet Delivery is not measured when a Customer's business Ethernet is experiencing a service outage.

BTC guarantees latency, jitter, and packet delivery from Customer's demarcation point to the termination of the service on BTC network infrastructure. Test points for latency, jitter, and packet delivery guarantees shall be designated by BTC. Testing must be done in a period where the only traffic on the circuit is the test traffic.

BTC does not guarantee "ping times" for any product. Ping times are often misunderstood as indicative of throughput or speed of a Customer's line. If Customer has any questions or concerns regarding ping times or throughput, Customer should contact BTC Customer Service (918-366-8000).

6. Scheduled Maintenance

Scheduled network maintenance ("Scheduled Maintenance") refers to normal maintenance of BTC's data network, voice network and servers. Scheduled Maintenance may temporarily degrade the quality of service including possible outages. BTC's policy is to generally perform Scheduled Maintenance for service effecting work between 12AM and 6AM Monday through Friday, but BTC reserves the right to add any other Scheduled Maintenance windows as it may deem reasonably necessary. If requested by the Customer, BTC will provide notification at least three days in advance of any Scheduled Maintenance. Scheduled Maintenance shall not give rise to service credits outlined in this SLA.

Urgent network maintenance ("Urgent Maintenance") refers to BTC's efforts to correct network conditions that are likely to cause service outages or severe network performance degradation impacting multiple customers and requires immediate action. Urgent Maintenance may degrade the quality of service including possible outages. BTC's policy is to notify the Customer with as much advance notice as reasonably possible under the circumstance prior to performing any Urgent Maintenance. Urgent Maintenance shall not give rise to service credits outlined in this SLA.

7. Targeted Resolution for Trouble Tickets

The targeted response time for initializing service restoration following the creation of a trouble ticket shall be four hours. BTC may provide periodic status updates to the Customer at BTC's discretion.

8. Service Credit Scheme

In the event Customer experiences any unexcused Downtime, Customer may request a service credit. Such request shall be in writing, sent to 11134 S. Memorial, Bixby, OK 74008, delivered not later than 20 days after the last day of a monthly billing cycle, and shall specify any unexcused Downtime during the prior month's billing cycle. If verified by BTC, Customer shall receive a service credit for 3% of Customer's monthly recurring charge, for the impacted service, for each hour of unexcused Downtime in excess of the availability target. No credit shall be given for less than one hour of outage. The credit shall exclude any applicable fees, taxes, surcharges and similar charges, discounts and special pricing arrangements. Failure to notify BTC within such time period shall constitute a waiver. Notwithstanding the foregoing, the total credit shall not exceed 80% of the total monthly recurring charge for the service experiencing the outage.

9. Policy Change

BTC reserves the right to change, amend or revise this SLA policy at any time. Changes or revisions to the SLA will be deemed effective upon posting the applicable revision on BTC's website, and Customer's continued use of BTC's services shall constitute consent to such changes.

10. Disclaimer of Warranties

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SLA, ALL SERVICES ARE PROVIDED "AS IS." BTC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, BTC MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR PROVIDER MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY SERVICES ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY SERVICES IS STRICTLY BETWEEN THE CUSTOMER AND SUCH THIRD-PARTY.

11. Other

All BTC-provided CPE is pre-configured for the service ordered. BTC technicians are knowledgeable about equipment provided by BTC, and can make any changes needed as Customer's service is installed. Support for the hardware configuration is included with the service; provided, however, customer modifications that make the hardware inaccessible, physically or remotely, to BTC technicians will result in billable configuration/repair by BTC and/or vendor technicians. If Customer wishes to provide Customer's own equipment, arrangements must be made during order placement, but

BTC cannot guarantee Customer's hardware's compatibility with BTC's services or BTC's ability to support it. If a technician visit is required to reconfigure non-BTC provided hardware, an additional charge may be involved. If Customer requires management access to BTC-provided CPE, BTC provides no warranty on the hardware configuration and is no longer responsible for the repair or reconfiguration of the CPE.

If a technician dispatch is necessary to repair any non-BTC initiated changes to the on-site equipment or wiring that renders that device inoperable or unreachable by BTC remotely, hardware reconfigurations or hardware repairs not covered under warranty, there will be a technician dispatch fee. Dispatch time spent on site and/or additional repairs may be billed at BTC's discretion.