

## **Broadband Service Level Agreement for Business Customers of DMEA Utilities Services, LLC ("Elevate")**

Elevate's commitment to its business customers includes guaranteed levels of broadband availability. This Broadband Service Level Agreement forms a part of Elevate's Terms of Service.

### **A. Service Availability: 99.999%**

The Elevate broadband network service ("Service") will be available and capable of forwarding IP packets 99.999% of the time in any calendar month, subject to the terms of this Broadband Service Level Agreement. If availability falls below 99.999% within a calendar month, the individual or entity that contracted for Elevate business service ("Customer") is entitled to a credit as detailed below in "Credit and Credit Limits."

### **B. Service Unavailability**

Service unavailability is determined by the number of minutes in a calendar month of "Service Outage," meaning that the Service is unavailable and incapable of forwarding IP packets to the Customer. Service unavailability does not include a Service Outage resulting from any one or more of these causes:

1. Fault or negligence of Customer or Customer's equipment;
2. Any planned Service interruption or routine maintenance;
3. Any Service unavailability which Customer fails to report within two business days of its occurrence;
4. Service unavailability during periods in which Elevate or its representatives are not given access to the Customer's premises;
5. The failure of interconnecting facilities or other equipment which are not part of Elevate's facilities or within Elevate's control; or
6. Any force majeure event, such as fire, explosion, lightning, power surges or failures, strikes or labor disputes, water, acts of god, the elements, war, civil disturbances, terror, acts of civil or military authorities, fuel or energy shortages, and acts or omissions of suppliers or other causes beyond Elevate's control.

### **C. Network Operations Center**

The Elevate Network Operations Center ("Elevate Operations") will be available 24 hours per day, seven days per week. The 24/7 dispatch number is 1-877-687-3632. Customers may reach Elevate Operations by emailing [customerservice@elevatefiber.com](mailto:customerservice@elevatefiber.com).

### **D. Procedures for Addressing Service Unavailability**

1. Elevate Operations will investigate any reported Service Outage and assign a trouble ticket number. **Customer assumes sole responsibility for contacting Elevate Operations and initiating a trouble ticket during the Service Outage or within two business days of the Service Outage. No Service credit will be extended to any Customer unless a trouble ticket has been opened following Customer notification.**
2. Upon opening a trouble ticket, Elevate will initiate diagnostic testing and trouble isolation activities to determine the source of the failure and its severity.
3. Once Elevate verifies a Service Outage, it will make every reasonable effort to restore Service within two hours.

4. Elevate will determine in its sole discretion whether a qualifying Service Outage has occurred and for which credit may be claimed. Customer agrees to cooperate with Elevate in testing, determining, and verifying any Service Outage and restoration of Service.
5. In the event of a known emergency Service Outage, Elevate will endeavor to notify the Customer via e-mail when and for how long Service will be interrupted.

#### **E. Credit and Credit Limits**

If Elevate does not meet its Service availability guarantee in a calendar month, Customer is eligible to receive a credit of 1/30th of the monthly recurring charge for the affected Service for each full hour of outage below the 99.999% guaranteed availability. Determination of credits due will be made solely by Elevate, and total credit is limited to the monthly recurring charge for the affected Service for the month in which the Service does not meet the guarantee.

Customer may contact Elevate customer service at (877) 687-3632 or [customerservice@elevatefiber.com](mailto:customerservice@elevatefiber.com) to request a Service credit for any qualifying Service Outage. Credit requests must include the relevant trouble ticket number and must be made within 30 days of the issuance of the trouble ticket.

#### **F. Early Termination**

If Service unavailability, as defined in Section B. above, exceeds 0.001% for any two of five consecutive calendar months, Customer may terminate Service early without penalty upon written notice to Elevate.