

## EXHIBIT A - SERVICE LEVEL AGREEMENT

This **SERVICE LEVEL AGREEMENT** is issued pursuant to the **MASTER SERVICE AGREEMENT** dated as of \_\_\_\_\_ and shall be effective as of \_\_\_\_\_ (the "Effective Date") between Tachus, LLC and their affiliated Companies (hereinafter referred to as "Contractor") with offices at 14850 Woodham Dr, Suite B-105, Houston, TX 77073 and the City of Shenandoah (hereinafter referred to as "City") located at 29955 IH-45 North, Shenandoah, Texas 77381. Contractor and City may be referred to in this Agreement individually as "Party" or jointly as "Parties."

This Service Level Agreement sets forth Contractor's obligations with respect to the performance and maintenance of the FOC. Capitalized terms used and not defined herein will have the meanings ascribed to them in the Lease Agreement.

### 1) DEFINITIONS.

- a) **"FOC"** means Fiber Optic Cable
- b) **"the City"** means City of Shenandoah
- c) **"Tenants"** means the residents of the city of Shenandoah **served under the terms of the Internet Service agreement.**
- d) **"Business Day"** means any day, excluding weekends and holidays approved by the City of Shenandoah, that Contractor's headquarters is open for business.
- e) **"POP"** means the location that houses servers, routers, network switches, multiplexers, and other network interface equipment, which will be identified as an A-Location or A Loc.
- f) **"OSE"** or "Outside Splice Enclosure" is a weatherproof, ruggedized encasement containing a splice organizer and/or fiber splitter to facilitate the splicing and distribution process and protect the exposed fiber from mechanical damage.
- g) **"Feeder Cable"** means the FOC that connects the POP to the upstream Internet provider.
- h) **"Distribution Cable"** means the FOC that connects the POP to the Splitter Port.
- i) **"Splitter"** means A fiber optic splitter is a device that splits the fiber optic light into several parts to provide Internet Service to multiple Tenants.
- j) **"Splitter Port"** means a port on the Splitter that is used to provide Internet Service to an individual Tenant.
- k) **"Drop Cable"** means the FOC that connects the Splitter Port to the NID or CPE.
- l) **"NID"** or "Network Interface Device" means a device that serves as the demarcation point between the Splitter Port and the CPE.
- m) **"CPE"** or "Customer Premise Equipment" means devices provided to customer by service provider such as routers, switches, residential gateways, and Internet access gateways that enable consumers to access communications service providers' services and distribute them around their house via a local area network, which will be identified as a Z-Location.
- n) **"Internet Service"** means the ability to access Internet services and resources using the Contractor FOC and components.
- o) **"Service"** means one or more specific network component(s) of the FOC.
- p) **"Service Interval"** means a period of time, non-overlapping with any other period, and adjacent to the next period, over which to measure a Service Level.
- q) **"Service Level"** means one or more specific network performance characteristic(s) of a Service such as distance, loss, availability, or other qualifiers that define the network performance as specified in this Service Level Agreement.
- r) **"Service Level Default"** has the meaning ascribed thereto in Section 3.

- s) **“Service Level Indicator”** means a discrete attribute of a Service by which to measure, calculate, quantify, and report a Service Level.
- t) **“Service Level Objective”** means the minimally acceptable threshold for a Service Level Indicator.
- u) **“Down”** means failed attempts to access at least three search engines such as (Google, Yahoo, Bing, Ask.com, etc.). This is exclusive of any large-scale Internet or website outages affected by third party overloaded networks, cable cuts, Denial of Service attacks, routing outages, or any nonfunctional or misconfigured third party owned hardware or software.
- v) **“Ring Fiber”** means redundant paths for Fiber Optic network servicing the POP.

## 2) FOC MINIMUM PERFORMANCE REQUIREMENTS

- a) **Service Level objective.**
  - i) The performance objective for the FOC is availability. Availability will be measured using the Service Level Indicators, and the Service Level Objectives will be calculated over the total number of Service Intervals available over a calendar year. The Parties may agree to stricter Service Level Objective and Service Level Indicator requirements.
  - ii) All FOC will have a minimum availability level of 99.9% of Service Intervals.
  - iii) The FOC, in aggregate of all active fibers, will have an average performance of at least 99.99% of Service Intervals.
  - iv) Ring Fiber will have at least 99.999% availability, measured as an average of all FOC of this type with two (2) segments simultaneously Down. HAL, WE NEED A DEFINITION OF “RING FIBER”
  - v) Contractor will provide FTTH (Fiber-to-the-Home) Internet Access at symmetrical speeds of up to 1Gbps (one gigabit per second) with a minimum of 500Mbps. Contactor will evaluate the Internet Service speed at the beginning of each calendar year. Upon completion of evaluation and with written notice from a tenant, Contactor will increase Internet Service bandwidth to a speed equal to or faster than the average of the fastest service available from the three largest national residential Internet service providers offering. Each of these national Internet service providers must provide this service in at least three major metropolitan cities. Contractor agrees to remain cost competitive with its Internet Service.
  - vi) Contractor will provide appropriate means (software/hardware) to measure internet up/down speed, connections, cable modems, packet loss at all times. All tools must be approved and paid for by the city prior to using.
  - vii) Contractor will host and maintain a server to be utilized for testing the speed of the Internet Service which can be used by the City to determine contract compliance.
  - viii) Contractor will make commercially reasonable efforts to minimize the duration of any Outage, and will work to restore availability within twenty-four (24) hours of becoming aware of an Outage affecting the Feeder Cable or Distribution Cable. In the event that locates and/or underground construction is required to restore availability, the Outage may be longer than twenty-four (24) hours.
  - ix) Contractor will make commercially reasonable efforts to minimize the duration of any Outage, and will restore availability by the end of the following Business Day after becoming aware of an Outage affecting a Drop Cable. In the event that locates and/or underground construction is required to restore availability, the Outage may be longer.
- b) **Service Level Indicators.**
  - i) For FOC connecting a POP to a CPE, the Service Level Indicator will be optical performance of less than or equal to 30db of absolute optical attenuation measured at 1310 nm at the Z-Location (the CPE) to the A-Location (the POP).

### 3) Service Level Default

Priority Level	Impact Outage	Response Time	Impact Outage Occurrences
1	greater than 50%	3 hours	1
2	25%-49.99%	6 hours	2
3	1%-24.99%	12 hours	4
4	1 home	24 hours	8

- a) **“Impact Outage”** is defined as a percentage of the total number of current active Tenants whom are considered Down. The Impact Outage is exclusive of any large-scale Internet or website outages affected by third party overloaded networks, cable cuts, Denial of Service attacks, routing outages, etc. or any nonfunctional or misconfigured tenant hardware or software.
- b) **“Response Time”** is defined as the time between Tenant receiving a support case ID number from Contractor and the time that Contractor begins working on the problem. Response may be provided to Tenant by Tenant either onsite at Tenant’s location or remotely in the form of email, text message or phone call.

### 4) TERMINATION

- a) **Termination of Agreement.** If within a thirty (30) day period Contractor fails to respond within the Response Time on a greater number of Impact Outages Occurrences for the corresponding Priority Level listed in section 3, City may cancel this Agreement with ninety (90) days written notice.
- b) **General.** Any termination of this Agreement shall be without prejudice to the accrued rights of the parties existing on the date of such termination, and the continuation in force of all provisions of this Agreement intended to survive such termination.

### 5) ADDITIONAL SERVICE REQUIREMENTS AND EXCLUSIONS

- a) **Exclusion for Planned Maintenance.** Scheduled Maintenance Periods (as that term is defined in Exhibit B to the Lease Agreement) will be excluded from the calculation of the Service Level Defaults.
- b) **Exclusion for Emergency Relocation.** The period of time during emergency relocations will be excluded from the calculation of the Service Level Defaults.
- c) **Fiber Network Management.** Contractor will provide a single named user at the City login access to view network statistics and will also provide a mechanism for maintenance requests like ticketing and fault notification. This system should be implemented using industry accepted information technology practices.
- d) **Initial Service Availability Inquiry Response Time.** Contractor will respond to initial service availability inquiries according to the following response times:
- i) Contractor will acknowledge receipt and respond to an availability inquiry within four (4) hours from when the inquiry is made.
  - ii) Contractor will report back to Tenant within five (5) Business Days either a) the steps required to provide service or b) its determination that the requested service will not be made available.

6) Tachus Internet Service Provisioning Response Times. Contractor will meet the following response times from the request from the Tenant:

- a) Contractor will acknowledge receipt of a request for provisioning of Internet Service within four (4) hours from when request is made by Tenant through Contractor's website.
- b) Any Tennant request for provisioning of Internet Service will be provisioned within five (5) Business Days from the request for a Service. In the event that locates and/or underground construction is required to provision Internet Service, provisioning may take longer than five (5) business days.

City:

City of Shenandoah

By: \_\_\_\_\_

Name: \_\_\_\_\_

Contractor:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_