This Service Level Agreement (SLA) applies to Ethernet over Copper service ("EoC" or "Service") ordered by clients pursuant to an agreement with POPP Communications. Capitalized terms not defined in this SLA are defined in the Agreement. This SLA provides Client's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for Service.

POPP's Ethernet over Copper (EoC) provides your business network with symmetrical bandwidth from 2Mbps to 40Mbps.

Note: The EoC network is defined as from the first POPP-provided CPE device to the last POPP-owned core switch for a particular EoC connection's traffic flow.

1. Service Availability Objective.

Service availability is defined as the ability of a client to exchange data packets over the EoC network as defined above. Availability specifies the percentage of time the client's EoC meets (or exceeds) the throughput, latency, and packet loss performance objectives over any calendar month and may be expressed as:

$$\text{\% Availability} = \frac{(\text{Total Time} - \text{Outage Time}) \times 100}{\text{Total Time}}$$

EoC Configuration	Availability Objective (Monthly)
Single Copper Loop	99.9%
Two or more Copper Loops	99.95%

Notes:
   a. Service availability includes all components of the EoC network as defined above.
   b. Service interruptions caused by POPP planned network maintenance activities, maintenance at the client premises, or loss of client traffic due to malfunction of client-owned CPE or loss of AC power at the client's premises are excluded from the availability calculation.

2. Latency Objective.

Latency or delay is defined as the time interval between the transmission of a signal at one point and the reception or detection of the same signal at another point. The EoC network latency objective is to have an average round trip packet transit time over a calendar month of 25ms or less.

3. Packet Loss Objective.

The packet loss objective for the EoC connection is to have a maximum average packet loss less than .5% over a calendar month.

Thus, over any calendar month the EoC network will successfully deliver at least 99.5% of the client's packets from CPE to core.

4. Mean Time to Repair Objective.

POPP is responsible for maintaining all equipment and cable on the EoC network side of the UNI at client locations, and the transmission facility between UNIs.

POPP representatives are available 24 hours a day, 365 days a year and can be reached at 763-797-7900

Upon receipt of a trouble alarm or report, POPP will initiate action within 30 minutes to clear the trouble and will commit to the following service restoral times for EoC:
   • Four hours maximum in the event of a service interruption due to an electronic component failure
   • Eight hours maximum if the trouble is caused by a cable failure

Refer to POPP's Terms & Conditions for credits available for non-compliance of this SLA.