

# Service Level Agreement for Wholesale Dedicated Internet

*Last revised and effective: January 13, 2009*

## 1. **APPLICABILITY:**

The Service Levels and remedies set forth in this Service Level Agreement (“SLA”) are applicable to Company’s use of Comcast IP Non-Transit or Transit service pursuant to an executed Comcast Master IP Backbone Services Agreement between Comcast and Company.

## 2. **DEFINITIONS:**

Any capitalized terms used in this SLA and not otherwise defined here or in the Comcast Master IP Backbone Services Agreement, shall have the meaning set forth in the Agreement, or, if not defined there, have the common meaning understood in the industry.

2.1. **Availability** – The percentage of minutes in a calendar month during which Company’s port has not incurred a Service Outage.

2.2. **Eligible Company** – Company is in good standing with no past due invoice amounts.

2.3. **Latency** – Average roundtrip time for IP packets to traverse over the Comcast Network. Latency is measured by averaging sample measurements during a calendar month between representative hub routers across the Network.

2.4. **New Installation** – Service that has been active for less than 2 business days.

2.5. **Packet Delivery** - The percentage of IP packets that are successfully delivered over the Comcast Network. Packet Delivery is measured by averaging sample measurements during a calendar month between representative hub routers across the Network

2.6. **Service Credit** – A credit equal to a portion or total of the actual billed monthly recurring or usage charges for the affected Port.

2.7. **Service Outage** – An unscheduled period (*i.e.*, not including any scheduled maintenance outage) during which the Company’s port is unable to send or receive traffic. The duration of a Service Outage is measured from the time when a trouble ticket is opened until the time Comcast has resolved the issue and closed the ticket.

## 3. **SERVICE LEVEL COMMITMENTS:**

### 3.1. **PORT AVAILABILITY**

#### 3.1.1. Availability Service Level Commitment

Availability for each Company Port will not fall below 99.9% in any given Service billing month.

3.1.2. Availability Credit:

If Availability is less than the above commitment, Comcast will issue to Eligible Company a Service Credit based on the cumulative amount of Service Outage time in a calendar month as set forth in the table below:

<b>Cumulative Service Outage Time (in hrs:mins:secs)</b>	<b>Service Level Credit</b>
00:00:01 - 00:45:00	No credit
00:45:01 - 04:00:00	10%
04:00:01 - 08:00:00	15%
08:00:01 - 12:00:00	20%
12:00:01 or more	25%

3.2. **LATENCY**

3.2.1. Latency Commitment

Roundtrip Latency for the Service on average in any given Service calendar month will not exceed 55ms.

3.2.2. Latency Credit

If Latency exceeds the above commitment, Comcast will issue to Eligible Company a Service Credit based on the amount the average measured Latency exceeds the stated Latency commitment as set forth in the table below:

<b>Latency in Excess of Service Level</b>	<b>Service Level Credit</b>
5 - 10 ms	No credit
10.1 - 15 ms	5%
15.1 - 20 ms	10%
20.1 ms or more	20%

3.3. **PACKET DELIVERY**

3.3.1. Packet Delivery Commitment

Packet Delivery for the Service shall not fall below 99.5% in any given Service calendar month.

### 3.3.2. Packet Delivery Credit

If Packet Delivery is less than the above commitment, Comcast will issue to Eligible Company a Service Credit based on such deficit as set forth in the table below:

<b>Packet Delivery</b>	<b>Service Level Credit</b>
<b>99.5 - 99.949%</b>	<b>0%</b>
<b>99 - 99.49%</b>	<b>10%</b>
<b>98.99 or less</b>	<b>20%</b>

#### 4. **CREDIT STRUCTURE:**

To receive a Service Credit, Company must be Eligible and must notify Comcast of the Service Outage, Latency or Packet Delivery shortfall and request such Service Credits in writing within thirty (30) days of the end of the billing month in which the event occurred. If requesting a Service Credit for Availability, Eligible Company must first open a Trouble Ticket.

Credits will be based on Eligible Company's monthly CDR and/or usage charges during the month the Service Credit accrued. If Company receives aggregate billing across multiple Ports, any Availability Service Credits will be calculated using a pro-rated amount of the net monthly CDR or usage charges by applying a ratio of the bandwidth of the impacted Ports over Company's entire Port bandwidth. Total Service Credits across all Service level metrics in a billable month shall not exceed twenty percent of Company's CDR for such month.

#### 5. **TROUBLE TICKET CREATION:**

Company may open a trouble ticket by calling 1-888-262-7300.

#### 6. **CHRONIC OUTAGE:**

Eligible Company may elect to terminate affected Service prior to the end of the service term without termination liability if:

- Service Outages are incurred during each twelve month period, on six (6) or more separate occasions, each with a duration of more than eight (8) hours; OR
- Cumulative duration of all Service Outages within a single calendar month total more than forty-eight (48) hours.

Company may only terminate such Service that is unavailable as described above, and must exercise its right to terminate the affected Service under this section in writing, within thirty (30) days after the event giving rise to a right of termination hereunder, which termination will be effective as set forth by Company in such a notice of termination. Together with any Service Credits accrued pursuant to Section 3, this Section 6 sets forth the entire remedy of Company for chronic outages of interruptions of any Service.

#### 7. **EXCLUSIONS:**

Measurements do not include periods of Service Outages or other service level deficits in whole or in part due to the following causes:

7.1 Any act or omission on the part of Company, any third party contractor, vendor or any other entity over which the Company exercises or has the right to exercise control.

7.2 Company's software, equipment or facilities.

7.3 Comcast's (including without limitation its third party carriers) or Company's scheduled network maintenance.

7.4 Any event or occurrence that results in "no trouble found" by Comcast customer support.

7.5 Any outage or event lasting under 60 seconds in duration.

7.6 Force majeure event beyond the reasonable control of Comcast including, but not limited to acts of nature, cable cuts, government acts and regulation and national emergency.

7.7 Trouble tickets associated with a New Installation.

7.8 Service interruptions arising out of or in connection with any act or omission on the part of Company or a third party, including without limitation any local access providers, or an interruption occurring in whole or in part because Company elects not to release the Service for testing and repair by Comcast, but continues to use it on an impaired basis.

7.9 Any failure or issue associated in whole or in part with Company's connection to the Network, local access, and cross-connect, Company premises equipment, applications, facilities or internal network.

7.10 Time attributed to Company's delay in responding to Comcast's requests for assistance to repair a Service Outage.

7.11 No Service Credit shall be available to a Party for any Availability, Packet Delivery or Latency deficit occurring when such Party's peak Send Traffic exceeds bandwidth available on any Port.