

SERVICE LEVEL AGREEMENT – DEDICATED INTERNET SERVICE

This Service Level Agreement (“SLA”) sets forth the performance metrics applicable to BCM One’s Dedicated Internet Services (the “Service”) and is effective as of the first day of the second month after initial installation of the Service. The provisions of this SLA state Client’s sole and exclusive remedies for Service interruptions and Service deficiencies of any kind.

Network and Port Components

Components. This SLA applies only to the Service(s) (and the underlying network components of the BCM One IP Network used solely for the purpose of providing the Service) and does not modify or affect any other SLAs provided by BCM One (if any) for any other service being provided to Client by BCM One. The BCM One IP Network includes routers, switches, fiber and any other facilities that are owned by BCM One or other providers specifically designated by BCM One for national and/or international IP service. As used in this SLA, a “POP” means a BCM One Point Of Presence location, as determined by BCM One, that represents the Provider Edge (“PE”) of the BCM One IP Network. All measurements from an SLA standpoint are taken between POPs and are exclusive of Local Loop (PE to Customer Premise).

SLA Regions. The SLA components by region are as follows:

Domestic Service Level Agreement Regions	SLA Components:
Intra U.S.	The continental U.S. BCM One Network

Domestic Network and Port-Related Goals

The following domestic service level goals (“Goals”) apply to Internet Ports, Private Ports, and Enhanced Ports (collectively, “BCM Ports”) purchased by Client from BCM One. If a usage tier applies to the BCM Port, the Goals for such BCM Port only apply to the portion of traffic that is within the contracted usage tier and will not apply to the BCM Port bandwidth usage that exceeds the usage tier. The Goals associated with Network Availability, Packet Delivery and Latency are measured using monthly averages from the BCM One IP Network and apply in the listed regions after the Service has been accepted for use. Individual circuit outages of MLPPP (NxDS1) bundles are not subject to the Network Availability or Reporting Goals.

- a) **Network Availability.** The availability of the Service (“Network Availability”) is measured by “Network Downtime”, which exists when a particular BCM Port is unable to transmit and receive data. Network Downtime is measured from the time a trouble ticket is opened by the Client in the BCM One trouble management system to the time the Affected Service is again able to transmit and receive data. “Affected Service” means the Port that fails to meet the applicable Goal. If Client is due credits pursuant to this SLA, Client may not leverage any other SLA(s) and apply it to the same event.

Cumulative Unavailability	Service Level Credit
Less than 5 minutes	No Credit
5 min to 4 hrs	10%
4 hrs to 8 hrs	15%
8 hrs to 12 hrs	20%
12 hrs to 24 hrs	35%
24 hrs or greater	50%

- b) Network Packet Delivery.** Packet Delivery SLAs are based on monthly average performance between BCM One designated POPs. Client will be entitled to a service credit off the MRC for the affected Service as set forth below. Client will not be entitled to credits per the below for the affected Service where such failure is related to Cumulative Unavailability under the Network Availability SLA above.

Packet Delivery Metrics	Service Level Credit
99.95% or greater	No Credit
99.0% - 99.94%	10%
90% - 98.99%	25%
Less than 90%	50%

- c) Network Latency.** Network latency SLAs are based on monthly average performance between BCM One designated POPs. Client will be entitled to a service credit off the MRC for the affected Service as set forth below. Client will not be entitled to credits per the below for the affected Service where such failure is related to Cumulative Unavailability under the Network Availability SLA above.

Delay Exceeding Network Latency Metrics	Percentage Credit
Less than 50ms	No Credit
50ms or greater	10%

Events Excepted from SLA Credit. Client shall not receive any Credit for any Excused Outage, Performance Failure, or delay in performing repairs, arising from, or caused, in whole or in part, by any of the following events (collectively referred to as "Excluded Events"):

- a)** Client's (including its agents, contractors and vendors) acts or omissions.

- b) Failure on the part of Client Equipment, Client provided optical fiber, End User equipment or Client's vendor's equipment.
- c) Failure of electrical power not provided by BCM One.
- d) Election by Client, after requested by BCM One, not to release the Product for testing and repair.
- e) Scheduled Maintenance and Emergency Maintenance periods.
- f) Scheduled upgrade of Product at the request of Client.
- g) Force Majeure Event as defined in the parties' service agreement.
- h) Disconnection or suspension of the Service by BCM One pursuant to the parties service agreement.
- i) Failure of any local access circuits provided by Client.
- j) BCM One's inability to repair due to utility safety restrictions.
- k) Unavailability of required Client personnel, including as a result of Client's failure to provide BCM One with accurate, current contact information.
- l) Improper or inaccurate network specifications provided by Client.
- m) Client attempting to exceed maximum bandwidth of Client's port connection to the BCM One Network.

Chronic Outage. As its sole remedy, Client may elect to terminate an affected Service hereunder prior to the end of the Service Term without termination liability if, for reasons other than an Excused Outage, such Service becomes Unavailable twice during a 30-day period, and becomes Unavailable a third time within 30 days following the second event. Client 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 30 days after the event giving rise to the termination right.

Disclaimer of Third-Party Actions and Control. BCM One does not and cannot control the flow of data to or from the Network and other portions of the Internet. Such flow depends on the performance of internet services provided or controlled by third parties. Actions or inactions caused by third parties can produce situations in which Client connections to the Internet (or portions thereof) may be impaired or disrupted.

BCM One has no control over such situations and cannot guarantee that such situations will not occur and, accordingly, BCM One disclaims any and all liability resulting from, or related to, such events. In the event that Client's use of the Service or interaction with the Internet or such third parties is causing harm to, or threatens to cause harm to any third party, BCM One shall have the right to immediately suspend the Service.