



networkWCS™ DEDICATED INTERNET SERVICE LEVEL AGREEMENT

This document outlines the Service Level Agreement (“SLA”) for networkWCS Dedicated Internet Access (DIA) (“Services”). Capitalized words used, but not defined herein, shall have the meanings given to them in the Wholesale Carrier Services, Inc. (“WCS”) NSA/SAA Agreement (including the terms and conditions, attachments, and Service Orders described therein, “Agreement”). This SLA is a part of, and hereby incorporated by reference into, the Agreement. If any provision of this SLA and any provision of the Agreement are inconsistent or conflicting, the provision of this SLA shall control. This SLA document applies only to services provided over WCS’s own network (“On-Net”) and not to any portion that is provided by a third party. All SLA Targets in the table below are measured at the individual Service level, and any applicable credits are issued for only the affected Service.

1. SLA TARGETS FOR ON-NET SERVICES

Availability

Service Availability	Mean Time to Restore
99.99%	Priority 1 outages within 4 hours

Latency

Latency	Goal
Intra US	45ms

WCS’s U.S. Latency Service Level Standard provides for average round trip transmissions of 45 milliseconds or less between WCS designated inter-regional transit backbones routers (“Hub Routers”) in the contiguous U.S. Latency is calculated by averaging sample measurements taken during a calendar month between Hub Routers. Network performance statistics relating to the U.S. Latency Guarantee are posted at the following location: <http://www.wcs.com/sla>.

Latency Remedy. If WCS fails to meet the Latency Service Level Standard in a calendar month, Customer’s account shall be automatically credited for that month. The credit will equal the pro-rated charges for one day of the WCS monthly recurring charge for the Dedicated Internet Access service with respect to which the Service Level Standard has not been met. Credits will not be issued if failure to meet either the U.S. Latency Service Level Standard is attributable to reasons of Force Majeure (see below if not defined in applicable service agreement)

Jitter

Jitter	Goal
Intra -US	5ms

Service Level – Network Jitter (only in U.S.)

U.S. Network Jitter Scope. Also known as delay variation, Jitter is defined as the variation of difference in the end-to-end delay between received packets of an IP or packet stream. Jitter is usually caused by imperfections in hardware or software optimization and varying traffic conditions and loading. Excessive delay variation in packet streams usually results in additional packet loss, which affects quality. WCS’s Network jitter performance will not exceed 5 milliseconds between WCS designated transit backbone network routers (“Hub Router”) in the contiguous United States.

Packet Delivery

Packet Delivery	Goal
	99.5%

Network Packet Delivery Scope. WCS offers a Network Packet Delivery Service Level. Standard provides for a monthly packet delivery of 99.5% or greater between WCS designated Hub Routers in North America.

Network Packet Delivery Remedy. If WCS fails to meet any Network Packet Delivery Service Level Standard in a calendar month, Customer’s account will be automatically credit for that month. Such credit will equal the pro-rated charges for one day of the WCS monthly recurring charge for the Internet Dedicated Service with respect to which a Network Packet Delivery Service Level Standard has not been met.

2. PRIORITY CLASSIFICATION

A “Service Disruption” is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of networkWCS PRI or SIP Trunking to complete inbound and/or outbound voice calls. The Service Disruption period begins when Customer reports a Service Disruption using WCS’s trouble ticketing system by contacting Service Assurance at 888.280.4927 or entering a ticket into eview.wcs.com, WCS acknowledges receipt of such trouble ticket, WCS validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been fully restored and released back to Customer.

“Service Degradation” is defined as a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, but



Customer’s use of the Service is impacted.

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when WCS is unable to gain access to Customer’s premises to troubleshoot, repair or replace equipment or the Service, (iv) Service problems resulting from acts or omissions of Customer or Customer’s representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure events.

WCS will classify Service problems as follows:

Priority	Criteria
Priority 1	<ul style="list-style-type: none"> A service disruption resulting in a total loss of Service A service degradation to the point that Customer is unable to use the Service and is prepared to release it for immediate testing
Priority 2	<ul style="list-style-type: none"> Service degradation where customer is able to use the Service and is not prepared to release it for immediate testing
Priority 3	<ul style="list-style-type: none"> A service problem that does not impact the Service A single non-circuit specific quality of Service inquiry

3. SERVICE AVAILABILITY

“Service Availability” is calculated as the total number of minutes in a calendar month less the number of minutes that the networkWCS Service is unavailable due to a Priority 1 Outage (“Downtime”), divided by the total number of minutes in a calendar month. networkWCS SLA provides 99.99% guarantee. To define further, 99.99% = 4 minutes & 32 seconds of downtime per each 30 calendar days.

4. MEAN TIME TO RESTORE (“MTTR”)

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes WCS to restore an On-Net Service following a Priority 1 Outage in a calendar month, divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the On-Net Service.

MTTR per calendar month is calculated as follows:

MTTR	Cumulative length of time to restore Priority 1 Outage(s) per networkWCS Service Total number of Priority 1 Outage trouble tickets per networkWCS Service
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5. NETWORK MAINTENANCE

Customer understands that from time to time, WCS will perform network maintenance for network improvements and preventive maintenance. In some cases, WCS will need to perform emergency network maintenance, which will usually be conducted within the routine maintenance windows. WCS will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any emergency or routine maintenance.

Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 midnight – 3 a.m. Eastern Time

6. REMEDIES

Outage Service Credits:

If the Downtime exceeds one (1) hour and/or the MTTR exceeds four (4) hours during any calendar month, and Customer has complied with the requirements in this SLA, then Customer may request credit(s) equal to the percentage(s) of the monthly Service Charge for the affected Service as set forth in the table below. Any credits will be applied as an offset against any amounts due from Customer to WCS. All credits must be: (i) requested by the Customer within 30 days of a Service Disruption by calling the Customer Care Center and opening a trouble ticket, and (ii) confirmed by WCS Engineering support teams as associated with a trouble ticket and exceeding the allowable measurements.

SERVICE AVAILABILITY		MEAN TIME TO RESTORE (MTTR)	
Downtime	Service Credit	MTTR	Service Credit
>1 hour <= 24 hours	5%	>4 hours <=7:59:59 hours	5%
>24 hours	20%	> 8 hours	20%

Except as set forth below, the credits described in this SLA shall constitute Customer’s sole and exclusive remedy, and WCS’s sole and exclusive liability, with respect to WCS’s failure to meet any SLA Targets. Customer shall not be eligible for credits exceeding four (4) months of Customer’s applicable monthly Service Charges during any calendar year.

Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages that are eligible for credits in three (3) consecutive calendar months, then Customer may terminate the affected Service without charge or liability by providing at least thirty (30) days written notice to WCS; provided, however, that (i) Customer may only terminate the affected Service; (ii) Customer must exercise its rights to terminate the affected Service by providing written notice to WCS within thirty (30) days after the event giving rise to Customer’s termination right; (iii) Customer shall have paid WCS all amounts due at the time of such termination for all Services provided by WCS pursuant to the Agreement; and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of WCS for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after WCS’s receipt of such written notice of termination.