

Spectrum Enterprise

Ethernet Service Level Agreement

This document outlines the Service Level Agreement (“SLA”) for Ethernet fiber-based service (the “Service”).

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the “Agreement”). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. This SLA document applies only to services provided over Spectrum Enterprise’s own network (“On-Net”) and not any portion that is provided by a third party. All SLA Targets in the table below are measured at the individual circuit or service level, and any applicable credits are issued only for the affected On-Net circuit or service (the “Affected Service”). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

I. SLA Targets for On-Net Services:

Spectrum Enterprise Ethernet Services SLAs			
Performance Tier	Metro	Regional	National
Miles	0 - 155	156 - 746	> 746
Kilometers	0 - 250	251 - 1200	> 1200
Latency	< 10ms	< 25ms	< 125ms
Jitter	< 2ms	< 4ms	< 8ms
Frame Loss	< 0.01%	< 0.01%	< 0.01%
Availability	> 99.99%	> 99.99%	> 99.99%
MTTR	4 hrs.	4 hrs.	4 hrs.

II. 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 a Spectrum Enterprise network hub to transmit and receive network traffic between Customer’s A and Z Locations. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise’s trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

“Service Degradation” means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame.

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer’s premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts of 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.

Spectrum Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	a. Service Disruption resulting in a total loss of Service; or b. Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing (each a “Priority 1 Outage”).
Priority 2	Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	a. A service problem that does not impact the Service; or b. A single non-circuit specific quality of Service inquiry.

III. Service Availability

“Service Availability” is calculated as the total number of minutes in a calendar month less the number of minutes that the On-Net Service is unavailable due to a Priority 1 Outage (“Downtime”), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

IV. 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 Spectrum Enterprise 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:

<p>Cumulative length of time to restore Priority 1 Outage(s) per On-Net Service</p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p>Total number of Priority 1 Outage trouble tickets per On-Net Service</p>
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V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each On-Net Service. The roundtrip delay is expressed in milliseconds (ms). Spectrum Enterprise measures frame delay using a standard 64 byte ping between the closest Spectrum Enterprise network hubs to corresponding Customer A and Z locations in a roundtrip fashion.

Latency / Frame Delay is calculated as follows:

<p>Latency / Frame Delay=</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="5" style="text-align: center; padding: 5px;"> <p>Sum of the roundtrip delay measurements for an On-Net Service</p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> </td> </tr> <tr> <td style="text-align: center; padding: 5px;">Total</td> <td style="text-align: center; padding: 5px;">#</td> <td style="text-align: center; padding: 5px;">of</td> <td style="text-align: center; padding: 5px;">measurements</td> <td style="text-align: center; padding: 5px;">for an</td> <td style="text-align: center; padding: 5px;">On-Net Service</td> </tr> </table>	<p>Sum of the roundtrip delay measurements for an On-Net Service</p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/>					Total	#	of	measurements	for an	On-Net Service
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Total	#	of	measurements	for an	On-Net Service							

VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point (Spectrum Enterprise network hub to Spectrum Enterprise network hub).

Packet Loss / Frame Loss Ratio is calculated as follows:

$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \text{Frames Received}$
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VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point (Spectrum Enterprise network hub to Spectrum Enterprise network hub). Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

Jitter / Frame Delay Variation =	Sum of the Frame Delay Variation measurements for an On-Net Service
	Total # of measurements for an On-Net Service

VIII. Network Maintenance

Maintenance Notice:

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

Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

IX. Remedies Service Credit:

If the actual performance of an On-Net Service during any calendar month is less than the SLA Targets, 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 Charges for only the Affected Service as set forth in the table below.

Any credits will be applied as an off-set against any amounts due from Customer to Spectrum Enterprise. All credits must be: (i) requested by the Customer within 30 days of a Service Disruption or Service Degradation by calling the Customer Care Center and opening a trouble ticket, and (ii) confirmed by Spectrum Enterprise engineering support teams as associated with a trouble ticket and as failing to meet the applicable SLA Targets.

Service Availability	Mean Time To Restore (“MTTR”)	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%
	> 8 hours	10%		

Except as set forth below, the credits described in this SLA shall constitute Customer’s sole and exclusive remedy, and Spectrum Enterprise’s sole and exclusive liability, with respect to Spectrum Enterprise’s failure to meet any SLA Targets. All SLA Targets are monthly measurements and Customer may request only one credit per SLA Target per month up to a maximum of 40% of the monthly Service Charges for the Affected Service. 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 where the Downtime exceeds four (4) hours during each Priority 1 Outage within 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 Spectrum Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise 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 Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.