

SERVICE LEVEL AGREEMENTS

ETHERNET SERVICES AND DEDICATED INTERNET SERVICES

This document contains Accelecom's Trouble Ticketing Procedure, Service Level Agreements ("SLA") and associated Service Level Objectives ("SLO") for network Service performance and operational measurements that will be provided with Accelecom's carrier fiber Ethernet Services (referred to in this Exhibit A as the "Service"). Capitalized terms not defined in this document have the meanings given to them in the Terms.

For purposes of this document, the following terms have these meanings:

"Emergency Maintenance" means maintenance which, if not accomplished promptly by Accelecom, could result in a serious degradation or loss of Service(s) to Customer.

"Overrun" means a condition in which the sum of the provisioned Ethernet Virtual Circuit ("EVC") bandwidth on a User to Network Interface ("UNI") port utilization exceeds the ordered port bandwidth.

"Planned Service Outage" means any Service Outage (as defined below) caused by scheduled maintenance or planned enhancements or upgrades to Accelecom's Network or Emergency Maintenance and either (i) agreed to in writing by Customer's operations group via e-mail or other means, such agreement not to be unreasonably withheld, provided the scheduled maintenance or planned enhancements or upgrades are performed within the hours of 12:00 midnight and 6:00 AM local time, unless otherwise agreed by the Parties, or (ii) in the case of Emergency Maintenance, Accelecom's operations group provides as much prior notice as practicable, via e-mail or other means.

"Service Outage" means an unavailability of the Service such that no traffic can be transmitted between two Points of Termination; provided that a Service Outage will not be deemed to have occurred in the event that it arises

from or relates to any of the following: (i) the negligence, error, acts or omissions of Customer or others authorized by Customer to use the Service; (ii) failure of Customer-provided equipment; (iii) resulting from any period in which Accelecom or its agents are not afforded access to any premises where the access lines associated with the Service are terminated; (iv) during any period when Customer has released Services to Accelecom for maintenance or rearrangement purpose (including, without limitation, during any Planned Service Outage); (v) any period when Customer elects not to release the Service(s) for testing and/or repair and continues to use it on an impaired basis; (vi) a Force Majeure Event; (vii) interruptions relating to, resulting from, or occurring during any Overrun; or (viii) a breach by Customer of its obligations under the Agreement.

1. Trouble Ticketing Procedure

A. Trouble Tickets

When Customer believes that a Service Outage has occurred, Customer may contact Accelecom via email to accelecom@accelecom.net or via phone call to 502-586-7600, to initiate the trouble ticket procedure ("Trouble Ticket"). If Accelecom determines there is a Service Outage, Accelecom and Customer will cooperate to restore Service. If the Service Outage is caused by a factor outside the control of Accelecom, Accelecom will cooperate with Customer to conduct testing and repair activities at Customer's cost and at Accelecom's standard technician rates.

B. Overruns

Customer shall at all times ensure that the bandwidth on each UNI is within its ordered bandwidth and manage utilization capacity of the ENNI port so that Overruns do not occur. If any Overruns do occur, however, during any Overrun, Customer shall adjust its traffic downward so as to eliminate the Overrun and Accelecom shall be excused from meeting any specifications set forth in the Service Order and any SLAs during and as a result of the

Overrun. The duration of any Overrun shall not be included in the calculation of any Service level performance metric.

C. Problem Costs

In the event Acelecom dispatches a field technician to a Site to perform diagnostic troubleshooting and the problem resides with Customer's equipment or facilities or results in a "No Trouble Found," or the failure is due to Customer acts or omissions, then Customer shall pay Acelecom for time and materials at Acelecom's standard technician rates.

2. SLO PERFORMANCE DESCRIPTIONS

A. Service Availability

Service availability ("Service Availability") is calculated after the Customer opens and Acelecom confirms a Trouble Ticket based on unavailability of the Service with Acelecom and is based on the availability of the Service during the monthly Service billing period in which the Customer opens the Trouble Ticket.

B. Frame Loss Ratio

The Frame Loss Ratio ("Frame Loss Ratio") is defined as the percentage of the number of service frames across a particular service instance not delivered in relation to the total number of service frames sent calculated over the monthly Service billing period.

C. Mean Frame Delay

"Mean Frame Delay" is the arithmetic mean of delays experienced by a set of frames that egress an external interface (UNI or ENNI) as a result of an ingress frame at another external interface (UNI or ENNI) except where any frame delay is the result of an excluded disruption.

D. Frame Delay Variation

“Frame Delay Variation” is defined as the average variation in delay for two consecutive frames that are transmitted (one-way) from one external interface (UNI or ENNI) to another external interface (UNI or ENNI). Accelecom measures a sample set of frames, unless measurement is not possible as a result of an excluded disruption, and determines the average delay between consecutive frames within each sample set.

3. FAULT MANAGEMENT

A. Mean Time to Respond

The mean time to respond (“MTTR”) measurement for a Service is the average time between the time a Trouble Ticket is opened by Customer, and the time Accelecom delivers a response to Customer’s Trouble Ticket. The “average time” is determined based on all Trouble Tickets with the same severity level associated with the same Service Outage (as defined below).

There are two (2) priority levels of Trouble Ticket severity (Critical and Major).

MTTR objectives for each severity level are:

Severity 1 – Critical Average within 4 hours

Severity 2 – Major Average within 8 hours

“**Severity 1 – Critical**” is defined as a complete outage affecting Customer’s Services.

“**Severity 2 – Major**” is defined as a partial outage or service degradation affecting Customer’s Service.

B. Network Maintenance

Accelecom will use commercially reasonable efforts to provide seven (7) days’ notice to Customer of all such maintenance that is expected to result in

a Planned Service Outage. For Emergency Maintenance, Accelecom shall notify Customer as soon as is commercially practical under the circumstances. Planned Service Outages will not be calculated against SLA measurements. If routine network maintenance exceeds the time scheduled and results in a Service Outage, Customer will be entitled to Outage Credits as specified below.

4. ROUTINE NETWORK MAINTENANCE WINDOWS

Unless otherwise agreed to between the Parties, routine network maintenance is performed during Accelecom's standard maintenance windows.

Maintenance windows are as follows:

12 a.m. - 6 a.m. Local Time, Monday through Friday

If Planned Service Outages are expected during these specified times, Customer will be notified via email to the contact designated by the Parties. This notification will inform the Customer of the anticipated time, duration and reason for the network maintenance. While the specified maintenance window is six (6) hours in length, it is atypical that a given maintenance would require use of this entire window.

5. SERVICE LEVEL OBJECTIVES

The following section is a description of Accelecom's monthly average network performance SLOs for the Service. Note: SLOs do not apply if ENNI is oversubscribed.

SLO Metric	Ethernet
Service Availability Metro (<250km), Regional (<1200km)	99.99%
Frame Loss Ratio	0.05%
Mean Frame Delay Roundtrip - Metro (<250km)	≤ 8ms
Mean Frame Delay Roundtrip - Regional (<1200km)	≤ 20ms
Frame Delay Variation	≤ 2ms
MTTR (Depending on Severity)	4 - 8 Hours

6. OUTAGE CREDITS

For Fiber Service: In the event of a Service Outage that lasts for a continuous period of forty-four (44) minutes, and provided that Customer submits a request in accordance with the “Remedies” section below, Accelecom shall provide a credit (the “**Outage Credit**”) as follows:

Length of Service Outage (cumulative)	Credit
Between 44 Minutes - 2 Hours	5% of MRC
Between 2 - 4 Hours	10% of MRC
Between 4 - 12 Hours	20% of MRC
Between 12 - 24 Hours	30% of MRC
24 Hours or Greater	50% of MRC

THE PROVISIONS OF THIS SECTION 6 STATE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR SERVICE OUTAGES OR SERVICE DEFICIENCIES OF ANY KIND WHATSOEVER.

NO SLAS/SLOS ARE OFFERED FOR BEST EFFORT ETHERNET AND INTERNET SERVICES. FOR THE AVOIDANCE OF DOUBT, THE PROVISIONS OF THIS SECTION 6 DO NOT APPLY TO BEST EFFORT ETHERNET AND INTERNET SERVICES AND SUCH SERVICES ARE OFFERED ONLY AS-IS AND AS AVAILABLE.

A. Remedies

Upon Customer's request to the Accelecom Help Desk made within thirty (30) business days of the closing of a Trouble Ticket in which the relevant Service

Availability objective was not met, Customer shall be entitled to Outage Credits as set forth herein. The maximum Outage Credit issued in any one calendar month shall not exceed fifty percent (50%) of the applicable month's MRC for the affected Service. Customer may request only one credit per Service Outage per month.

B. Service Outage Start/End Time For Outage Credit Calculation Purposes

When a Service Outage occurs, the start time will be recorded as the time when Customer opens a Trouble Ticket for the affected Service and Accelecom acknowledges receipt of such Trouble Ticket and validates that the Service is affected by an Outage. A Service Outage is concluded when Accelecom determines such concludes the Service Outage no longer exists and will subsequently contact Customer via Trouble Ticket and/or e-mail.

7. CREDIT EXCEPTIONS

Notwithstanding any provision to the contrary, credits will not be issued where the SLA is not met as a result of any of the following:

- (a) The acts or omissions of Customer, its employees, contractors or agents or its end users;
- (b) The failure or malfunction of Customer owned equipment, applications, wiring beyond the Minimum Point of Entry (MPOE) or systems, whether owned, installed or controlled by Accelecom or Customer, including the failure or malfunction of Customer Premise Equipment or systems as a result of a power surge or loss of power originating from Customer provided electric power;
- (c) Force Majeure Events, as defined in the Terms;
- (d) Normal Maintenance, Urgent Maintenance, or Service alteration or implementation;

- (e) The unavailability of required Customer personnel, including as a result of failure to provide Accelecom with accurate, current contact information;
- (f) Accelecom's lack of access to the Site where reasonably required;
- (g) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis;
- (h) Accelecom's termination of Service for Cause or Customer's use of Service in an unauthorized or unlawful manner;
- (i) Improper or inaccurate network specifications provided by Customer;
- (j) Customer's failure to materially comply with its obligations as defined in the Agreement, including failure to pay valid past-due amounts; order suspensions due to customer's credit worthiness.