



Dedicated Internet Access **SERVICE LEVEL AGREEMENT**

This Service Level Agreement (SLA) sets forth certain Service Level Guarantees (as described in Sections 1 through 6 below) for IntelTrace provided Dedicated Internet Access. Notwithstanding anything to the contrary contained in the Dedicated Internet Access Attachment, the Service Level Guarantees and applicable credits described herein will apply to Customer's Dedicated Internet Access service as more particularly described herein.

1. **AVAILABILITY GUARANTEE.** IntelTrace agrees to have the network available 99.9% (<44 minutes total "**Network Unavailability**") of the time (the "**Availability Guarantee**"). Upon Customer's request, IntelTrace will calculate Customer's "Network Unavailability" (as defined herein) in any calendar month. For purposes of this Addendum, "**Network Unavailability**" consists of the number of minutes that the underlying Carrier network (or an IntelTrace-ordered telephone company circuit within the contiguous 48 United States) was not available to Customer. Network Unavailability does not include unavailability continuing for an hour or less which Customer fails to report to IntelTrace within five days, or any unavailability resulting from: (a) Carrier or IntelTrace network maintenance; (b) any Customer-ordered telephone company circuits; (c) Customer's applications, equipment or facilities; (d) acts or omissions of Customer, or any use or user of the service authorized by Customer; or, (e) Force Majeure events (as defined in the applicable services agreement). For the first two hour period (or part thereof) of Service Unavailability in excess of the Availability Guarantee, IntelTrace will credit the Customer ten percent (10%) of the applicable MRC for the applicable month for all affected customer ports. For each successive one hour period (or part thereof) of Network Unavailability in excess of that two hour period, IntelTrace will credit the Customer five percent (5%) of the applicable MRC for the applicable month for all affected customer ports.

2. **LATENCY GUARANTEES.** IntelTrace agrees that (i) with respect to DEDICATED INTERNET ACCESS Service within the contiguous 48 United States, the average round-trip transmission between the underlying Carrier-designated inter-regional transit backbone routers ("**Hub Routers**") will be less than or equal to 50 milliseconds, and (ii) with respect to "transatlantic" DEDICATED INTERNET ACCESS Service, the average round-trip transmission between a Carrier Hub Router in the New York metropolitan area and a underlying Carrier Hub Router in the London metropolitan area will be less than or equal to 80 milliseconds (collectively, the "**Latency Guarantees**"). "Latency" is measured between access and egress ports on the underlying Carrier IP Network (internet access routers) and does not apply to local access circuits. If IntelTrace fails to meet the Latency Guarantees in any calendar month, upon Customer's request, IntelTrace will give Customer a credit in an amount on ten percent (10% of the applicable MRC for the applicable month for the affected port; provided, however, Customer will not be entitled to a credit hereunder if the failure to meet the Latency Guarantees is attributable to a Force Majeure event (as defined in the applicable service agreement).

2.1 **EXCESSIVE SERVICE DEGRADATION:** If, at any time, the Service experiences latency greater than three time the applicable threshold above for a sustained period of two hours or more, the time for which that latency is experienced shall be considered a period of "Network Unavailability" for the purposes of Section 1 above entitling the customer to the applicable credit provided for that Section in lieu of a credit under this section 2.

3. **REPORTING GUARANTEE.** IntelTrace agrees to notify Customer within fifteen (15) minutes after IntelTrace's determination that Customer's DEDICATED INTERNET ACCESS Service is unavailable (the "**Reporting Guarantee**"). IntelTrace's standard procedure is to "ping" the Customer's router every five minutes. If Customer's router does not respond after two consecutive five-minute ping cycles, IntelTrace will deem the DEDICATED INTERNET ACCESS Service unavailable and will contact Customer's designated point of contact by a method selected by IntelTrace (telephone, email, fax or pager). The Reporting Guarantee is only available for DEDICATED INTERNET ACCESS Service provided entirely within the contiguous 48 United States. Customer is solely responsible for providing IntelTrace accurate and current contact information for Customer's designated point of contact. IntelTrace will be deemed to have satisfied its obligations hereunder if IntelTrace contacts Customer's designated point of contact as described hereunder (i.e., IntelTrace will not be responsible for out-of-date or inaccurate contact information). If IntelTrace fails to meet the Reporting Guarantee, upon Customer's request, IntelTrace shall give Customer a credit equal to the pro-rated charges for one day of the IntelTrace monthly recurring charge applicable to the affected Service; provided, however, Customer will not be entitled to a credit hereunder if the failure to satisfy the Reporting Guarantee is attributable to a Force Majeure event (as defined in the

applicable service agreement). Further, Customer may only obtain one (1) credit per day (i.e., regardless of how often Inteltrace failed to meet the Reporting Guarantee in such day).

4. NETWORK PACKET DELIVERY GUARANTEE. Inteltrace agrees to the following packet delivery guarantees (collectively, the “**Network Packet Delivery Guarantees**”).

- (i) North American Network Packet Delivery: Packet delivery of 99.9% or greater between the Carrier-designated Hub Routers in North America.

“Packet Delivery” shall be measured by averaging sample measurements taken during a calendar month between the underlying Carrier Hub Routers. Inteltrace guarantees the average (in a calendar month) successful packet delivery in North America of 99.9% or greater between the underlying Carrier-designated Hub Routers. If underlying Carrier or Inteltrace fails to meet any Network Packet Delivery Guarantee in any calendar month, upon Customer's request, Inteltrace will give Customer a credit in an amount of ten percent (10%) of the applicable MRC for the applicable month for the affected port; provided, however, Customer will not be entitled to a credit hereunder if the failure to satisfy a Network Packet Delivery Guarantee is attributable to a Force Majeure event (as defined in the applicable service agreement).

5. CREDITS.

(A) In order to receive a credit described in Sections 1 through 4 above, Customer must (a) immediately report a network outage and open a Trouble Ticket, and (b) make a request for a credit in writing within ten (10) days following the end of the month in which Inteltrace failed to satisfy one of the Service Level Guarantees as described above. Upon receipt of Customer's request, Inteltrace will investigate the claim and determine compliance or non-compliance under the terms described herein. Inteltrace will utilize the previous month's data, if available, or monitor the Service Level Guarantees in the following month.

When contacting Inteltrace for verification of a Service Level Guarantee, Customer must have a log for the applicable billing month reflecting the following information concerning each Service outage:

- (a) Ticket ID number.
- (b) Date and time Trouble Ticket was opened and Service restored.
- (c) Circuit ID(s) for the corresponding Service outage.
- (d) Number of impacted Dedicated Internet Access ports.

(B) Any equipment over which the customer exercises control (e.g., CPE), including equipment acquired through Inteltrace, are excluded from the Service Level Guarantees described herein.

(C) Major network outages affecting the entire network will be handled on an individual case basis as determined by Inteltrace. Further, any resolution will be applied in a non-discriminatory manner.

(D) In no event will SLA credits in any particular month exceed 100% of the total Monthly Recurring Charges payable by Customer for the applicable Service Application (as applicable) in that month.

6. OTHER TERMS AND CONDITIONS.

(A) This Dedicated Internet Access SLA shall not apply and a period of Circuit Non-Availability shall not be deemed to have occurred (and a Percentage Credit not due Customer) in the event a Dedicated Internet Access Service is unavailable due to any of the following:

- (i) A force majeure event as defined in the Products and Service's Agreement.
- (ii) Interruptions on Domestic Private Line Circuits that are not "Accepted Circuits" (i.e., an Accepted Circuit is one that Inteltrace or the Underlying Carrier and the Customer have tested and mutually agree is working as ordered).
- (iii) The negligence, act, error, or omission of Customer or others authorized by Customer to use Customer's service.
- (iv) The failure of power at the Customer's premise or failure or poor performance of Customer premise equipment.
- (v) The Underlying Carrier or its agents not being afforded access to the premises where the access lines associated with Customer's service originate or terminate.
- (vi) Customer or user has released service to Inteltrace or the Underlying Carrier for maintenance or rearrangement purpose, or for the installation of Customer's service order.