

# Service Level Agreement Dedicated Internet Access

These are the terms and conditions for Finger Lakes Technologies Group's Dedicated Internet Services (the "Service") connection.

## SERVICE DESCRIPTION

- **Service Description:** The Service provides a Dedicated Internet Connection at designated speeds into the Finger Lakes Technologies Group IP Network. Finger Lakes Technologies Group uses Partners (Tier 1 Providers) to terminate internet traffic. The selected type of Service, pricing and length of Initial Term shall be set out on the Order Form for the Service.
- **Charges:** Invoicing for the Service is (i) monthly in advance for the Monthly Recurring Charge ("MRC") for Fixed Bandwidth and Committed Bandwidth charges, beginning on the Service Commencement Date. If the Service Commencement Date for any port falls on any other day other than the first day of any Billing Cycle, Customer will be charged a pro-rata portion of the applicable MRC covering the period from the Service Commencement Date to the first day of the subsequent Billing Cycle.

## Service Level Agreements

### Latency

- **Commitment:** Finger Lakes Technologies Group guarantees an average (in a calendar month) roundtrip latency between the access routers on the Finger Lakes Technologies Group IP Network and our Partner's networks of no more than the latency figures in the table below:

Description	Average Latency
Trans-Atlantic (London/Amsterdam to New York)	< 90 ms
European network	< 45 ms
North American Network*	< 60 ms
South America to Miami	< 150 ms
South America Network (Buenos Aires, Sao Paulo, Panama City)	< 150 ms

\* Add 95ms to/from the Mexico IP Hub. Add 100ms when local access is via SDSL circuits.

- **Definition and Measurement:** Latency is measured between access and egress ports on the Finger Lakes Technologies Group IP Network and does not apply to local access circuits. Latency is measured using Finger Lakes Technologies Group's network management system and is the sole and conclusive measurement for the purpose of this guarantee.
- **Credit:** If the actual average monthly roundtrip latency of the Service exceeds the parameters above, Finger Lakes Technologies Group will credit Customer ten percent (10%) of the applicable MRC for Fixed Bandwidth or Committed Bandwidth for the applicable month for all affected Customer ports.

## Packet Delivery

- **Commitment:** Finger Lakes Technologies Group guarantees average (in a calendar month) packet delivery of greater than or equal to 99.9% (ninety-nine point nine percent) for Finger Lakes Technologies Group's and our Partner's Network.
- **Definitions and Measurement:** Packet Delivery is defined as the successful delivery of packets between Finger Lakes Technologies Group IP Network and Partner POPs.
- **Credit:** If the actual monthly average packet delivery on the Finger Lakes Technologies Group IP Network fails to meet the applicable parameter above, Finger Lakes Technologies Group will credit Customer 10% (ten percent) of the applicable MRC for Fixed Bandwidth or Committed Bandwidth for the applicable month for all affected Customer ports.
- **Excessive Service Degradation:** If, at any time, the Service experiences packet delivery below 95% (ninety-five percent) in North America and Europe, or 92% (ninety-two percent) globally, for a sustained period of two hours or more, the period for which such reduced packet delivery is experienced shall be considered a period of Service Unavailability for the purposes of Section 2.1 above entitling Customer to the applicable credit provided for in that section in lieu of a credit under this Section 2.3.

## Network and Service Availability

- **Commitment:** Finger Lakes Technologies Group guarantees Network and Service Availability per calendar month in accordance with the table below:

Description	Guaranteed Availability	
Network Availability	100%	0 minutes of Network Unavailability
Service Availability: IPT Port (with Finger Lakes Technologies Group provided local access, including on a Finger Lakes Technologies Group owned city ring or Metro Network, and SDSL local access)	99.9%	< 44 minutes total Service Unavailability
Service Availability: IPT Backup Service with Diverse Port	99.95%	< 23 minutes total Service Unavailability
Service Availability: IPT Backup Service with Diverse Router	99.99%	< 5 minutes total Service Unavailability
Service Availability: IPT Backup Service with Diverse POP	100%	0 minutes total Service Unavailability

- **Definitions and Measurement:** Network Availability is defined as the aggregate reach ability of all end points (that is, internet access routers) on the Finger Lakes Technologies Group IP Network. Service Availability is defined as the ability to exchange IP packets with the Finger Lakes Technologies Group IP Network via the internet access router port(s). “Network Unavailability” is defined as periods during which the Network is unavailable. Service Unavailability is defined as (i) the period during which the Service is unavailable, and (ii) the periods referred to in sections 2.2(d) and 2.3(d) below. Service Unavailability is measured from the time (a) that Customer reports Service unavailability to Finger Lakes Technologies Group, and Finger Lakes Technologies Group opens a trouble ticket, until the time (b) that Finger Lakes Technologies Group advises Customer that the Service is restored and operating in accordance with agreed specifications, and Finger Lakes Technologies Group closes the trouble ticket. Any periods of time during which a trouble ticket is kept open at Customer’s request following notification by Finger Lakes Technologies Group that Service has been restored, is not included in measuring the duration of Service Unavailability.
- **Network and Service Availability Credits:** For the first two hour period (or part thereof) of Network or Service Unavailability in excess of the parameters above, Finger Lakes Technologies Group will credit 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 or Service Unavailability in excess of that two hour period, Finger Lakes Technologies Group will credit

Customer five percent (5%) of the applicable MRC for the applicable month for all affected customer ports.

- **Chronic Outages:** If an individual circuit (that is, internet access routers) on the Finger Lakes Technologies Group IP Network experiences either: (i) a single period of Service Unavailability in excess of twenty-four hours in any calendar month, (ii) three or more periods of Service Unavailability of eight hours or longer over the course of a rolling six month period, or (iii) fifteen separate periods of Service Unavailability (of any duration) within a calendar month, Customer may terminate the affected circuit without penalty provided that written notice of termination is provided to Finger Lakes Technologies Group within fifteen days of the event giving rise to the termination right under this Section.

Service Availability is defined as the ability to exchange IP packets with the Finger Lakes Technologies Group IP Network via the internet access router port(s). "Network Unavailability" is defined as periods during which the Network is unavailable. Service Unavailability is defined as (i) the period during which the Service is unavailable, and (ii) the periods referred to in sections 2.2(d) and 2.3(d) below. Service Unavailability is measured from the time (a) that Customer reports Service unavailability to Finger Lakes Technologies Group, and Finger Lakes Technologies Group opens a trouble ticket, until the time (b) that Finger Lakes Technologies Group advises Customer that the Service is restored and operating in accordance with agreed specifications, and Finger Lakes Technologies Group closes the trouble ticket. Any periods of time during which a trouble ticket is kept open at Customer's request following notification by Finger Lakes Technologies Group that Service has been restored, is not included in measuring the duration of Service Unavailability.

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## EXCLUSIONS

SLA credits are calculated after deducting all discounts and special pricing arrangements, and are not applied to governmental fees, taxes, surcharges and similar additional charges.

Excludes Force Majeure events, as outlined in the MFA.

Excludes any act or omission of Customer or any third party (including but not limited to, Customer's agents, contractors or vendors), including but not limited to (i) failing to provide Finger Lakes Technologies Group adequate access to facilities for testing, (ii) failing to provide access to Customer premises as reasonably required by Finger Lakes Technologies Group (or its agents) to enable Finger Lakes Technologies Group to comply with its obligations regarding the Service, (iii) failing to take any remedial action in relation to a Service as recommended by Finger Lakes Technologies Group, or otherwise preventing Finger Lakes Technologies Group from doing so, or (iv) any act or omission which causes Finger Lakes Technologies Group to be unable to meet any of the SLAs.

If an incident affects the performance of a Service resulting in multiple SLA violations, only the single highest credit applying in respect to that incident will be applied. In no event will SLA credits in any calendar month exceed 100% of the total MRC payable by Customer for the Service in that month.

SLA credits are applied only upon Customer written request, which must be submitted within fifteen (15) calendar days of the end of the month in which entitlement of an SLA credit arose.

SLA measurement excludes instances where customer requests that Finger Lakes Technologies Group leave a trouble ticket open.

In the event that Customer changes a Service Order that has been submitted, a new FOC date will be issued by Finger Lakes Technologies Group.