

Service Level Agreement Dedicated Internet Access

This Service Level Agreement (“SLA”) sets forth terms and conditions for Dedicated Internet Service (the “Service”) that Finger Lakes Technologies Group, Inc. (“FLTG”) provides to Customer.

SERVICE DESCRIPTION

- **Service Description:** The Service provides a Dedicated Internet Connection at designated speeds into the FLTG IP Network. FLTG uses Partners (Upstream Providers) to terminate internet traffic. The selected type of Service, pricing and length of Initial Service Term shall be set out on the Service Order for the Service.
 - **Components** – The SLA goal measurements includes all FLTG network components incorporated into the Service. The FLTG network means all of FLTG’s owned facilities including routers, switches, fiber, and other facilities owned by FLTG. As defined in the SLA, a POP means a FLTG point of presence location, as determined by FLTG that represents the provider edge of the FLTG IP network. For the purpose of SLA requirements, all measurements are between the FLTG demarcation device located at Customer’s premises and the FLTG demarcation with its upstream internet providers.

Network and Service Availability

- **Commitment:** FLTG 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 FLTG provided local access, including on a FLTG-owned city ring or Metro Network, and SDSL local access)	99.99%	< 5 minutes total Service Unavailability
Service Availability: IPT Backup Service with Diverse Port	99.99%	< 5 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

- **Network and Service Availability Credits:** For Network or Service Unavailability in excess of the parameters above, FLTG will credit Customer, based on the chart below, a portion of the applicable MRC for the applicable month for all affected Customer ports.

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit
00:00:01 - 00:05:00	No Credit
00:05:01 - Greater	Each cumulative hour of Network downtime qualifies Customer for a credit of one day's charges prorated based on the applicable MRC

- **Service Interruption Related to a Fiber Cut.** For a Service Interruption that occurs to an Internet or Wavelength Transport Non-Protected Path Service and that is related to a fiber cut, FLTG will credit Customer for the affected Services as follows:

Length of Service Interruption (minutes)	% of Refund of MRC
> 481:00	50%
241:00 – 480:00	25%
61:00 – 240:00	10%
00:00 – 60:00	0%

Latency

- **Commitment:** FLTG guarantees an average (in a calendar month) roundtrip latency between the access routers on the FLTG IP Network and FLTG's 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 FLTG IP Network and does not apply to local access circuits. Latency is measured using

- FLTG'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, FLTG will credit Customer five percent (5%) of the applicable MRC for Fixed Bandwidth or Committed Bandwidth for the applicable month for all affected Customer ports.

Packet Delivery

- **Commitment:** FLTG guarantees average (in a calendar month) packet delivery of greater than or equal to 99.95% for FLTG's IP Network and FLTG's Partner's Network.
- **Definitions and Measurement:** Packet Delivery is defined as the successful delivery of packets between FLTG's IP Network and Partner POPs.
- **Credit:** If the actual monthly average packet delivery on the FLTG IP Network fails to meet the applicable parameter above, FLTG will credit Customer, based on the chart below, a portion of the applicable MRC for Fixed Bandwidth or Committed Bandwidth for the applicable month for all affected Customer ports.

Packet Delivery below Objective	Service Level Credit
99.949% - 99%	10%
98.99% - 96%	30%
95.99% or less	50%

EXCLUSIONS

- SLA credits are calculated after deducting all discounts and special pricing arrangements and do not apply to governmental fees, taxes, surcharges and similar additional charges
- Exclude Force Majeure events
- Exclude customer premise power outages
- Exclude any act or omission of Customer or Customer's agents, contractors or vendors including, without limitation and for purposes of example only:
 - Failing to provide adequate access to facilities for testing;
 - Failing to provide access to Customer premises as reasonably required to enable FLTG to comply with its obligations regarding the Service;
 - Failing to take any remedial action in relation to a Service as recommended, or otherwise preventing FLTG from doing so;
 - Any act or omission of Customer or Customer's agents, contractors or vendors which causes FLTG to be unable to meet any of the requirements of the SLA.
- Exclude instances where Customer requests that FLTG leave a trouble ticket open.
- Exclude maintenance (s) events.
- If an incident affects the performance of a Service resulting in multiple SLA violations, only the single highest credit applying in respect of that incident will be applied.
- SLA credits are applied only upon Customer's written request, which must be submitted within thirty (30) calendar days of the end of the month in which entitlement of an SLA credit arose.
- In no event will aggregate SLA credits in any calendar month exceed 100% of the total MRC payable by Customer for the Service in that month.