

INTERNET DSL AND INTERNET CABLE SERVICES

Service Level Agreement (SLA)

General Terms

1. For purposes of this SLA, "Internet DSL and Internet Cable Service" may be referred to herein as the "Service."
2. Except as otherwise provided below, SLA claims must be made via Trouble Ticket within 30 days of the date the Service is not available or the date that Verizon did not meet the SLA standard, as applicable.
3. Credits will not be issued if Verizon did not meet an SLA standard due to a force majeure event, as provided in Verizon's Service Publication and Price Guide for Non-Telecommunications Products and Services.
4. These General Terms apply to all of the SLAs provided in this document.

Service Level – Installation

Standard. Installation will be completed within thirty (30) business days.

Measurement. Installation Service Level shall be measured commencing on the date Verizon has received all of the following from Customer: signed contract (e.g., Service Agreement or Amendment), completed Customer Information Form, and (if requested by Verizon) completed credit application. Subject to the General Terms above, the Installation Service Level is not available for Verizon-ordered circuits outside the contiguous U.S. and Hawaii or if installation delay is attributable to Customer equipment; any Customer-ordered telephone or cable company circuits; Customer's facility; acts or omissions of Customer, its employees or agents; Customer's credit check; or reasons of Force Majeure.

Process. To claim a credit, Customer must call the Billing Inquiry/Trouble telephone number on its invoice. On this call, Customer must provide the company name, account number, circuit ID, name of the service (Internet DSL or Internet Cable), contact name and number, email address, Service Level installation date, and the actual installation date.

Remedy. If Verizon determines in its reasonable commercial judgment that it has not met the Installation Service Level, then at Customer's request, Customer's invoice will be credited an amount equal to one day's worth of the monthly recurring charge for the affected Service as set forth in Customer's service agreement.

Service Level — Availability

Standard. The Service Availability Service Level is 99% availability measured over a single calendar month.

Measurement. The Service is considered not available starting when a trouble ticket stating that the Service is not available is opened with the Verizon Business Customer Support Department (subject to Verizon verification that in fact the Service is not available). When Customer Support receives a call, Support will use a ping/trace route tool to verify that the Service is not available. This ping/trace information will be recorded in the ticket. Outage time that occurs before the ticket is opened or when the ticket is referred back to Customer for action is not counted. The

Service is considered available when the trouble ticket is closed. This Availability SLA does not apply to any circuits that are not part of the Service provided by Verizon.

Process. To receive a credit, Customer must:

1. Open a trouble ticket with Verizon Customer Support while the Service is not available.
2. Track each period during which Service is not available to know when Service has not been available more than 1% in a single month.
3. Visit <http://www.verizonbusiness.com/terms/us/products/dsl/creditrequests/availability/> and complete the request form with all required information.

Remedy. If Verizon determines in its reasonable commercial judgment that it has not met the Availability Service Level, then at Customer's request, Customer's invoice will be credited an amount equal to one day's worth of the monthly recurring charge for the affected Service as set forth in Customer's service agreement.

Service Level – Latency

Standard. Verizon's U.S. Latency Service Level is a monthly average round-trip transmission time of 75 milliseconds or less between Verizon-designated routers on customer sites and Verizon-designated routers in the Verizon IP network in the U.S. Mainland.

Measurement. Latency is calculated by averaging sample measurements taken during a calendar month between routers on customer sites and in the Verizon IP Network. Latency statistics are posted at the following location:

<http://www.verizonbusiness.com/about/network/latency/>.

Process. If the Service fails to meet the Latency Service Level in a calendar month, Customer may request a credit by opening a Trouble Ticket with Verizon Customer Support.

Remedy. If Verizon determines in its reasonable commercial judgment that it has not met the Latency Service Level, then at Customer's request, Customer's invoice will be credited with an amount equal to one day's worth of the monthly recurring charge for the affected Service as set forth in Customer's service agreement.

Service Level – Packet Delivery

Standard. The U.S. Packet Delivery Service Level is a monthly packet delivery of 99% between Verizon-designated routers on customer sites and Verizon-designated routers in the Verizon IP network in the U.S. Mainland.

Measurement. Packet delivery is calculated based on the average of regular periodic measurements taken during a calendar month between routers on customer sites and in the Verizon IP Network. Performance statistics relating to the Packet Delivery Service Level will be posted at the following location: <http://www.verizonbusiness.com/about/network/latency/>.

Remedy.

Process/Remedy. If Verizon determines in its reasonable commercial judgment that it has not met the Packet Delivery Service Level standard, then at Customer's request, Customer's invoice will be credited with an amount equal to one day's worth of the monthly recurring charge for the affected Service as set forth in Customer's service Agreement.

Service Level – Jitter

Standard. The U.S. Jitter performance Service Level will not exceed four (4) milliseconds between Verizon-designated routers on Customer's sites and Verizon-designated routers in the Verizon IP network in the U.S.

Measurement. Also known as delay variation, Jitter is defined as the variation or difference in the end-to-end delay between received packets of an IP or packet stream. Excessive delay variation in packet streams usually results in additional packet loss, which affects quality. Jitter is measured by averaging sample measurements taken during a calendar month between routers on Customer's sites and in the Verizon IP Network. Jitter Service Level Standards shall be posted at <http://www.verizonbusiness.com/about/network/latency/>.

Process/Remedy. If Verizon determines in its reasonable commercial judgment that it has not met the Jitter Service Level, then at Customer's request, Customer's invoice will be credited with an amount equal to one day's worth of the monthly recurring charge for the affected Service as set forth in Customer's service agreement.

Service Level – Time to Repair ("TTR")

Standard. The TTR Service Level is 24 hours (excluding weekend and holidays).

Measurement. Calculation of Customer's TTR Service Level will be based on the time taken to restore service to a circuit following an event that results in the outage of a circuit. The time starts when a trouble ticket is opened by Verizon or the Customer for a Verizon-verified outage, other than for outages associated with the exceptions stated below, and concludes with the restoration of the affected circuit. Outage time will not be counted as such in the measurement of TTR to the extent such outage time results from or is related to (a) scheduled Maintenance; (b) the time period during which a circuit has been turned back to Customer for testing or action; (c) any Customer-ordered telephone or cable company circuits; (d) Customer's applications or equipment; (e) acts or omissions of Customer, non-Verizon-affiliated third parties or user of the circuit authorized by Customer; or (f) a force majeure event.

Remedy. If Verizon determines in its reasonable commercial judgment that it has not met the TTR Service Level one or more times during a month, then at Customer's request, Customer's invoice will be credited with an amount equal to one day's worth of the monthly recurring charge for the affected Service as set forth in Customer's service agreement, regardless of the number of times it was not met during the month. The TTR Service Level Remedy is not available to Customer if Customer has requested a credit under the Service Availability Service Level in the same month.