Vaultas Alexandria, LLC

Service Level Agreement (SLA)
Bandwidth Services

1. **Objective.**
This Service Level Agreement ("SLA") will define the conditions under which Vaultas Alexandria, LLC ("Vaultas") will work with customer to provide bandwidth services of the highest quality. Vaultas will provide customer with capacity for transmission of digital signals at a base rate specified in the attached Service Order. Vaultas will provide the capacity in a manner consistent with industry standards. If a customer experiences performance that does not meet the metrics set forth in this SLA, Vaultas will issue service credit(s) as described below. This SLA applies only to On-Net circuits.

2. **Definitions.**
The following definitions are used in this SLA:

    a. <u>Service Affecting Performance Problems ("SAPP")</u>. An individual circuit problem, which results in availability less than that committed to in the following table for the appropriate circuit design.

    b. <u>Availability</u>. The total number of minutes during, which service on that circuit is available for use by Customer (able to transmit data), divided by the total number of minutes in the calendar month. The availability shall be calculated as follows:

    $$\text{Availability} = \frac{(24 \text{ hours} \times 60 \text{ minutes} \times N \text{ days}) - \text{Circuit outage time (minutes)}}{(24 \text{ hours} \times 60 \text{ minutes} \times N \text{ days})}$$

    c. <u>Mean Time to Repair ("MTTR")</u>. Average of the time taken between the identification and restoration of a service affecting performance problem divided by the number of applicable performance problems during the calendar month. The MTTR shall be calculated as follows:

    Sum of minutes between identification and restoration of all:
    - MTTR = Service affecting performance problems during the calendar month
    - Total number of service affecting performance problems during the calendar month

    d. <u>Chronic Trouble</u>.
        i. Circuit has 3 or more related Service Outages or one consecutive outage lasting for a total of 16 hours, occurring over any consecutive 30 day period.
        ii. If a circuit continues to have trouble in a consecutive 30 day period after clearing chronic trouble, the customer may disconnect the circuit without any Early Termination Charges or liability.

3. Availability.

Vaultas will maintain Availability of service as detailed in the following table:

Committed Private Line Availablity

Circuit Design	Committed Availability
Diverse POE's at A/Z End Diverse Route Ring Protected Client Interface	99.99%
Diverse POE's at A/Z End Diverse Route Ring Un-Protected Client Interface	99.99%
Single POE at A or Z End Diverse Route Ring Protected Client Interface	99.90%
Single POE at A or Z End Diverse Route Ring Un-Protected Client Interface	99.90%
Single POE at A or Z End Non-Diverse Route Ring Un-Protected Client Interface	99.00%

4. Mean Time to Repair.

Vaultas will provide a Mean Time to Repair on circuits as detailed in the following table. Where customer-provided access is required to initiate repairs, Vaultas must be afforded immediate access upon arrival at customer's site to be eligible for SLA credits

Committed Mean Time to Repair

Dispatch Requirement	Committed MTTR	Service Credit (Days of MRC)
No Dispatch Req.	2 Hours	5 days
On-Site Dispatch	4 Hours	5 days

5. Credit Allowance for Service Outages for Private Line Services.

In the event that Vaultas is unable to restore a portion of the Service, as required hereunder, or in the event of a Service Outage ("defined as an interruption or degradation of Service"), Customer shall be entitled to a credit for the prorated monthly recurring charges for the affected Circuits for all unplanned outages as set forth below.

Service Outages for Services of fifteen (15) minutes or more

Service Outage Length	Credit Per Circuit
15 minutes or less	None
Between 15 minutes and 1 hour	5% of the MRC of the circuit
Each hour above 1 hour	An additional 5% of the MRC of the circuit, capped at 100% of the MRC for any single Service Outage

All Service Outage Credits are capped at 100% of the MRC for all Service Outages to that same Circuit in any month.

6. **Credit Process.**
   To be eligible to receive SLA credits, Customer must:

   a. Report suspected outage to the Vaultas NOC/Call Center and open trouble ticket; and
   b. Notify Vaultas in writing within sixty (60) calendar days of occurrence of the problem.

   Vaultas will issue a service credit to eligible Customers equal to the greater of any credit due based upon (i) Mean Time to Repair or (ii) Network Availability.

7. **Maximum Service Credits.**

   a. <u>Monthly Service Credit</u>. Service Credits issued in any calendar month will not exceed 100% of Customer's total monthly recurring charges for the affected circuit(s).
   b. <u>Annual Service Credit</u>. The combined cumulative total of service credits issued during a contract year under this SLA will not exceed 20% of Customer's total cumulative monthly recurring charges for the affected circuit(s).

8. **Exclusions.**
   The following conditions are specifically excluded from coverage under this SLA:

   a. Service outages attributable to customer premises equipment, customer premises cabling, or customer premises power problems;
   b. Force Majeure events;
   c. Outages of less than one minute; and
   d. Time attributed to Customer's delay in responding to requests for assistance and/or access to repair an outage.