



## Service Level Agreement - Internet

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### 1. Application of Network Services Backbone SLA

These Network Services Backbone Service Level Agreements (SLAs) provide customers in North America with certain rights and remedies regarding the performance of the Network Services backbone (as defined below). The Network Services Backbone SLAs apply only to North America Customers receiving the following services from Network Services: (i) 56 kbps point-to-point, frame relay (all access speeds) and T1, T3, OC3, or OC12 services, and / or (ii) collocation or dedicated server services (each a customer), unless otherwise specified for a customer. Notwithstanding the foregoing, these Network Services Backbone SLAs do not apply to Network Services Customers who are covered by the Network Services Data center Access Network Service Level Agreement to other Customers of Network Services for services such as, by way of example but not limitation, xDSL, ISDN or Dial-up access services.

### 2. Definitions

For purposes of these NETWORK SERVICES Backbone SLAs, the following terms have the meanings set forth below:

**"NETWORK SERVICES Backbone"** means NETWORK SERVICES resale of Internet Protocol (ip) routing infrastructure consisting solely of selected NETWORK SERVICES underlying carriers points of presence at which NETWORK SERVICES underlying carrier has installed measurements devices (Selected POPs) (i) within the United States and connections between them in the forty-eight continental United States and the Trans-Atlantic connections between such selected POPs (the "Trans-Atlantic Network") and (ii) within Asia and the United States and the Trans-Pacific connections between such Selected POPs (the "Trans-Pacific Network").

**"Network Outage"** means an instance in which no traffic can pass in or out of the Selected POP through which Customer connects to the NS Backbone for more the 15 consecutive minutes.

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**"Latency"** means the average time required for round-trip packet transfers between Selected POPs on the selected portions of the NS Backbone during a calendar month, as measured by NS.

**"Packet Loss"** means the average percentage of IP packets transmitted between Selected POPs during a calendar month that are not successfully delivered, as measured by NS.

**"Average Jitter"** means the average variation in delay for packet transfers between Selected POPs during a calendar month, as measured by NS.



"Maximum Jitter" means the maximum variation in delay for packet transfers between Selected POPs, as measured by NS.

"Base Fee" consists solely of the base monthly fee paid by Customer for the affected as Network Services service and excludes all other fees which might be charged to customer, including, by way of example and not limitation, set up fees, fees for local loop, space rental fees, charges for additional services such as managed services, incremental bandwidth usage, electricity, extra IP addresses, RAM, or hard drives beyond that which is available without additional charge under Network Services standard rates, hourly support charges, and other types of optional additional services.

For example, the dedicated server customers, the base fee may include just the fee for standard server package, which would cover the needs of the server and up to the amount of data transfer allowed each month without additional charge. For customers of Network Services, the base fee may include just the base monthly access for bandwidth fee paid by a customer.

### **3. Summary of Network Services backbone SLAs**

As described in more detail below, Network Services backbone SLAs provide commitments based upon goals in these areas:

The Network Services backbone is available to customer free of network outages 100% of the time.

Latency of the Network Services backbone of (i) 55 milliseconds or less for the North American network, (ii) 90 milliseconds or less for the transatlantic network and (iii) 130 milliseconds or less for the transpacific network.

Packet loss of the Network Services backbone of 0.1% or less

Average jitter on the Network Services backbone of 500 microseconds or less and maximum jitter not to exceed 10 milliseconds more than 0.1% of the time.

### **4. Network Services backbone availability**

Network Services goal is to make the Network Services backbone available to customer free of network outages 100% of the time.

Subject to sections 9 and 10 below, upon customers request, Network Services will issue a credit to customer for network outages in an amount equal to one days worth of base fee paid by customer, multiplied by each hour (or portion thereof rounded to the next hour) of the cumulative duration of such network outages during a particular month.

### **5. Network Services backbone latency**



Network Services goal is to keep latency on the Network Services backbone to (i) 50 milliseconds or less for the North American network, (ii) 90 milliseconds or less for the trans-Atlantic network and (iii) 130 milliseconds or less for the trans-Pacific network.

Subject to section 9 and 10 below, if latency on the North American network, the trans-Atlantic network or the trans-Pacific network, or applicable portion of the Network Services backbone, Network Services will issue a credit to customer equal to one days worth of the base fee paid by customer for such month.

The terms of this Network Services backbone SLA related to latency will take effect the first calendar month after customer's first use of the Network Services backbone.

#### **6. Network Services packet loss**

Network Services goal is to keep packet loss on the Network Services backbone to 0.1% or less. If packet loss on the Network Services backbone exceeds 0.1% during a calendar month, Network Services will issue a credit to customer equal to one day's worth of the base fee paid by customer for such month.

The terms of this Network Services backbone SLA relating to packet loss take effect the first calendar month after the customers first use of Network Services backbone.

#### **7. Network Services average and maximum jitter**

Network Services' goal is to keep average jitter on the Network Services backbone to 500 microseconds or less and for maximum jitter not to exceed 10 milliseconds more than 0.1% of a calendar month. Subject to sections 9 and 10 below, if average jitter on the Network Services backbone exceeds 500 microseconds or if maximum jitter exceeds 10 milliseconds more than 0.1% of a calendar month, Network Services will issue a credit to customer equal to one days worth of the base fee paid by customer for such month.

The terms of Network Services backbone SLA relating to jitter will take effect the first calendar month after customers for use of the Network Services backbone.



## 8. Measurement

Network Services will periodically (on average every 15 minutes) measure the Network Services backbone at selected POPs using software and hardware components capable of measuring traffic and responses at such selected POPs. Customer acknowledges that not every POP may be covered by such measurements, that such measurements may not measure the exact path traversed by customer's packets, and that such measurements constitute measurements across the Network Services backbone but not other networks to which customer may connect. Network Services reserves the right to periodically change the measurement points and methodologies it uses without notice to customer. Performance of Network Services backbone will be posted to a web page that we will make available to our customers in the future.

## 9. Exceptions

Customer shall not receive any credits under these Network Services backbone SLAs in connection with any failure or deficiency of the Network Services backbone caused by or associated with:

- a. Circumstances beyond Network Services reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in transportation, unavailability of or interruption or delay in telecommunications for third-party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Network Services backbone SLAs;
- b. Failure to access circuits to the Network Services backbone, unless such failure is caused solely by Network Services
- c. Scheduled maintenance and emergency maintenance and upgrades
- d. DNS issues outside the direct control of Network Services
- e. False SLA breaches reported as a result of outages or errors of any Network Services measurements system; or
- f. Customer's acts or omissions (or act or omissions of others engaged or authorized by customer), including without limitation, any negligence or willful misconduct, or use of the Network Services backbone for Network Services' services in breach of Network Services' terms and conditions of service or Network Services' acceptable use policy.

## 10. Credit request and payments procedures

In order to receive a credit, customer must make a request via e-mail to [scott@myrep.net](mailto:scott@myrep.net). Each connection with a network outage must be received by Network Services within seven days of the network outage and must be confirmed by Network Services measurements of the Network Services backbone. Network Services will receive each request in connection with latency for packet loss in a calendar month within seven days after the end of such month.



Each valid credit will be applied to invoice of customer within 2 billing cycles after Network Services receive a customer's request. Credits are exclusive of any applicable taxes charged to customer or collected by Network Services.

Notwithstanding anything in this Network Services backbone SLA to the contrary, the total amount credited to a customer in connection with network outages, latency, jitter and packet loss in any calendar month will not exceed the base fee paid by customer for such month.

## 11. Installation

On-Time Provisioning SLA—Our performance objective is to complete installation at a customer site by the due date, set after a complete order is received by the provisioning engineer, for these covered access arrangements:

<u>Access</u>	<u>Calendar Days</u>
T1	45
T3	59
OC-3	69

If we do not meet this objective, customers are eligible to request a credit equal to one month's discounted monthly recurring charge for the service components that aren't installed on time.