



SERVICE LEVEL AGREEMENT

DEDICATED INTERNET ACCESS

This document contains ZettaLync’s Service Level Agreement (“SLA”) and associated Service Level Objectives (“SLO”) for network performance and operational measurements that will be provided with ZettaLync’s DIA Service. Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Master Services Agreement to which this SLA is attached (the “MSA”).

1. NETWORK PERFORMANCE

A. *End-to-End Network Availability*

End-to-end network availability (“Network Availability”) is defined as the total number of minutes in a billing month during which a Service circuit is available to exchange data between the Customer/ZettaLync interconnection point and the Customer’s End User location, divided by the total number of minutes in a billing month.

The calculation of Network Availability commences after the Customer opens a trouble ticket based on unavailability of the Service (“Trouble Ticket”) with ZettaLync, and is based on the availability of the Service during the monthly Service billing period in which the Customer opens the Trouble Ticket, or when ZettaLync becomes aware of a Service impacting network issue. Network Availability is calculated on reported or discovered Outages (as defined in Section 5 below).

Network Availability is calculated as follows:

$$\text{Network Availability (\%)} = 100 \% - \left(\frac{\text{Total Number of Minutes Unavailable per Month by ticket}}{\text{Total Number Days in Month} \times 24 \text{ hours} \times 60 \text{ minutes}} \times 100 \right)$$

B. *Latency*

Latency is the average roundtrip network delay, measured every five (5) minutes, to adequately determine a consistent average monthly performance level for latency at the relevant hub/POP. The roundtrip delay is expressed in milliseconds (ms). The observation period is one (1) calendar month. ZettaLync measures latency using a standard 64byte ping from the Customer premise device to the ZettaLync designated Internet access router within the ZettaLync region in a round-trip fashion. On-Net Latency calculations for Customer circuits are available on the ZettaLync customer web portal.

C. *Packet Loss*

Packet Loss is defined as the percentage of packets that are not successfully received compared to the total packets that are sent in a calendar month. The percentage calculation is based on packets that are transmitted from a network origination point and received at a network destination point (ZettaLync network hub to ZettaLync network hub).

Network Availability is calculated as follows:

$$\text{Packet Loss (\%)} = 100 (\%) - \text{Packets Received (\%)}$$



2. FAULT MANAGEMENT

A. *Mean Time To Restore*

The mean time to restore (MTTR) measurement for a Service is the average time between the time a Trouble Ticket is opened by Customer, or ZettaLync becomes aware of Service impacting network issues, and the time the Service is restored. If Customer disputes ZettaLync's determination of when the Service is restored, the Parties shall work together in good faith to resolve any such dispute within thirty (30) days. The "average time" is determined based on all Trouble Tickets with the same severity level associated with the same Service Outage (as defined below).

There are two (2) priority levels of Trouble Ticket severity (Critical and Major). MTTR objectives for each severity level are:

Severity 1 – Critical	Average within 4 hours
Severity 2 – Major	Average within 8 hours

"Severity 1 - Critical" is defined as a complete outage affecting Customer's Service.

"Severity 2 - Major" is defined as a partial outage or service degradation affecting Customer's Service.

B. *Network Maintenance*

ZettaLync will perform routine network maintenance for network improvements and preventive maintenance. ZettaLync will use commercially reasonable efforts to provide seven (7) days' notice to Customer of all such maintenance that is expected to result in a Planned Service Outage. For Emergency Maintenance, ZettaLync shall notify Customer as soon as is commercially practical under the circumstances. Planned Service Outages will not be calculated against SLA measurements. If routine network maintenance exceeds the time scheduled and results in a Service Outage, Customer will be entitled to Outage Credits as specified below.

3. ROUTINE NETWORK MAINTENANCE WINDOWS

Unless otherwise agreed to between the Parties, routine network maintenance is performed during ZettaLync's standard maintenance windows. Maintenance windows are as follows:

12 a.m. - 6 a.m. Local Time, Monday through Friday

If Planned Service Outages are expected during these specified times, Customer will be notified via email to the contact designated by the Parties. This notification will inform the Customer of the anticipated time, duration and reason for the network maintenance. While the specified maintenance window is six (6) hours in length, it is rare that a given maintenance would require use of this entire window.

4. SERVICE LEVEL OBJECTIVES

The following section is a description of ZettaLync's network performance SLOs for the Service. The following table represents monthly average objectives that will be measured in a given month:



SLO	Target
Network Availability	99.99%
Latency (Roundtrip)	Not to Exceed 45 ms in Average Network Latency
Packet Loss	<.1%
MTTR	Severity 1 Outages: within 4 Hours Severity 2 Outages: within 8 Hours

ZettaLync will make available to Customer monthly reports detailing the network performance of each Service circuit in relation to Network Availability and latency. Such report will be available to the Customer in a mutually agreed upon format via a secure website.

5. OUTAGE CREDITS

In the event of a Service Outage due to a Service circuit being unavailable to exchange data between the Customer/ZettaLync interconnection point and the Customer’s End User location that lasts for a continuous period of thirty (30) minutes (hereafter an “Outage”), and provided that Customer submits a request in accordance with the “Remedies” section below, ZettaLync shall provide a credit (the “Outage Credit”) as follows:

Length of Outage (cumulative)	Credit
30 Minutes to 2 Hours	5% of MRC
Between 2 - 4 Hours	10% of MRC
Between 4 - 6 Hours	20% of MRC
Between 6 - 8 Hours	30% of MRC
8 Hours or Greater	40% of MRC

All Outage Credits shall be credited to Customer no later than the second subsequent monthly invoice issued to Customer for the affected Service. THE PROVISIONS OF THIS SECTION 5 STATE CUSTOMER’S SOLE AND EXCLUSIVE REMEDIES FOR SERVICE OUTAGES OR SERVICE DEFICIENCIES OF ANY KIND WHATSOEVER.

A. *Outages Over Eight (8) Hours*

If an Outage for a single event exists for a period of at least eight (8) consecutive hours, then Customer will have the option, as Customer’s sole and exclusive remedy, to either (i) terminate the affected Service without charge or liability; or (ii) continue to receive an Outage Credit. If Customer elects to terminate the Service, Customer must provide ZettaLync with written notice of such termination within thirty (30) days after the applicable Outage. Such termination will be effective forty-five (45) days after ZettaLync’s receipt of such written notice of termination.



B. Remedies

Upon Customer's request to the ZettaLync Help Desk made within thirty (30) business days of the closing of a Trouble Ticket in which the relevant Network Availability objective was not met, Customer shall be entitled to Outage Credits as set forth herein. The maximum Outage Credit issued in any one calendar month shall not exceed the applicable month's MRC for the affected Service.

C. Outage Start/End Time For Outage Credit Calculation Purposes

An Outage will begin when Customer opens a Trouble Ticket for the affected Service and ZettaLync acknowledges receipt of such Trouble Ticket and validates that the Service is affected by an Outage, or when ZettaLync becomes aware of network Outages. ZettaLync will not unreasonably withhold or delay such acknowledgement and validation. An Outage is concluded when ZettaLync contacts Customer and closes out the Trouble Ticket relating to such Outage, and Customer acknowledges receipt and validation that the Outage has been cured. Customer will not unreasonably withhold or delay such acknowledgement and validation.

D. Excessive Outage

In the event that a Customer circuit(s) experiences either three (3) or more Outages, or twelve (12) aggregate hours of Outages in each instance in any thirty (30) day period (the "Excessive Outage"), Customer shall be entitled, in addition to the applicable Outage Credit due up to termination of the circuit, if any, to terminate the affected circuit(s) without charge or liability. If Customer elects to terminate the Service, Customer must provide ZettaLync with written notice of such termination within thirty (30) days after the applicable Excessive Outage. Such termination will be effective forty-five (45) days after ZettaLync's receipt of such written notice of termination.

E. Recurring Service Errors

If the Services contain recurring errors or deficiencies, then upon Customer's request, ZettaLync and Customer shall coordinate and cooperate to jointly provide the necessary personnel and equipment, at each Party's own cost, to promptly perform a root cause analysis to determine the cause of such recurring errors. Upon such joint determination ZettaLync shall provide Customer with a written copy of its analysis, which shall include an action plan containing a reasonably detailed description of corrective action to be taken by ZettaLync and the date by which such corrective action shall be completed. ZettaLync shall correct such recurring errors, at no additional charge to Customer.

6. CUSTOMER CARE CENTER

ZettaLync shall maintain a customer care center ("Help Desk") staffed (24) hours per day, seven (7) days per week for Customer to open trouble tickets, receive status on existing tickets, and escalate when appropriate. ZettaLync's staff shall be knowledgeable employees in the telecommunications industry, ZettaLync's products, and services, and basic troubleshooting techniques.