



SERVICE LEVEL AGREEMENT

IP VIRTUAL NETWORK (IP VPN)

Integra Telecom is committed to providing a high quality IP VPN network service for our Customers. In the event the Integra IP VPN Network cannot meet the service thresholds for network availability, latency, packet loss, and jitter as described in the following paragraphs, or Integra-provided Customer premise equipment does not meet availability thresholds, Customer may be entitled to service credits as set forth below.

Network Definition

This Service Level Agreement (“SLA”) includes the Customer’s access port (the port on the Integra aggregation router upon which the Customer’s circuit terminates), the Integra owned and controlled backbone network (routers and circuits including any transit connections), (“Integra IP VPN Network”). The Integra IP VPN Network and SLA does not include networks owned and/or controlled by other carriers; local access circuit (e.g. local loop); Customer’s premise equipment (router or CPE); Customer’s premise power and environmental, Customer’s local area network (LAN); interconnections to or from and connectivity within other Internet Service Provider (ISP) networks; scheduled maintenance and emergency maintenance; any act or omission by Customer, its officers, directors, employees, subcontractors, agents, or any other entity under Customer’s control; and/or any circumstance beyond Integra’s reasonable control including Internet attacks (denial of service, virus and worm activity, etc.) or force majeure event as defined in the Services Agreement.

Integra-Provided Customer Premise Equipment

Integra may provide router equipment at the Customer premise to terminate service delivered over the Integra IP VPN Network. It is Customer’s responsibility to provide adequate space, power, temperature and humidity controls for the operation of this equipment. Within the Integra standard geographic service area, and outside the Integra standard geographic serving area with the purchase of standby router service, a Customer may receive a service credit of 1/30th of the monthly recurring charge for the calendar month of the affected service leg for the first two hours and each subsequent hour of outage that is due to the Integra premise equipment. Limits on the service credit amount and reporting procedures are outlined below.

Network Availability Guarantee : 99.999%

The Integra IP VPN Network, as defined above, is guaranteed to be available and capable of forwarding IP packets 99.999% of the time, as averaged over a calendar month. If the Integra IP Network availability guarantee is not met in a calendar month, the Customer may receive a service credit of 1/30th of the monthly recurring charge (“MRC”) for that calendar month for each full hour of outage. Limits on the service credit amount and reporting procedures are detailed below.

Latency Guarantee : 60 Milliseconds

The Integra IP VPN Network is guaranteed to have an average round trip packet transit time within the Integra IP VPN Network over a calendar month of 60 ms or less. The average latency is measured as the average of 15-minute samples across the Integra IP VPN Network taken throughout the month. If the Latency Guarantee is not met in a calendar month, the Customer may receive a service credit of 1/30th of the MRC for that month for each full 1 ms above the 55 ms average maximum guaranteed under this SLA. Limits on the service credit amount and reporting procedures are detailed below.





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Packet Loss $\leq 1\%$

The Integra IP VPN Network is guaranteed to have a maximum average packet loss of 1 percent or less during any calendar month. If the Packet Loss guarantee is not met in a calendar month, the Customer may receive a service credit of 1/30th of the MRC for that month for each full 1 percent of packet loss above the 1 percent average maximum guaranteed under this SLA. Limits on the service credit and reporting procedures are detailed below.

Jitter ≤ 2 Milliseconds

The Integra IP VPN Network is guaranteed to have an end-to-Jitter of 2 ms or less during any calendar month. If the Jitter guarantee is proven to have not been met in a calendar month, the Customer may receive a service credit of 1/30th of the MRC for that month for each full 1 ms of Jitter above the 2 ms maximum guaranteed under this SLA. Limits on the service credit and reporting procedures are detailed below.

SLA Reporting Procedures

Customer must open a trouble ticket with Integra's customer care when Customer believes a service outage has occurred in order to have the network unavailability eligible for consideration for a service credit. Customer must initiate a trouble ticket by voice contact. Upon notification from Customer, Integra will open a trouble ticket, test the affected service and attempt to isolate the problem. Integra's records and data will be the sole basis for all service credit calculations and determinations. Customer will not be entitled to any service credits for service unavailability unless Customer has opened a trouble ticket and requested the service credit within one (1) week of the service unavailability.

Service Credit Limits

The provisions of the SLA state Customer's sole and exclusive remedy for Service interruptions or Service deficiencies of any kind whatsoever. Upon Customer's request and if duly approved by Integra, the service credit will be in an amount equal to the pro-rated amount of one(1) day of MRC for the Service affected only (i.e. specific IP VPN access legs). Customer is entitled to one (1) day MRC credit per incident and one (1) incident service credit per day, with the exception of Network Availability which will be measured to an amount equal to the pro-rated amount of one (1) day MRC per hour of outage, with no limit to the incidents per day. Credits for outages for Integra-provided Customer premise equipment will not be paid in addition to Network Availability credits for specific IP VPN access legs. Customer's total service credit(s) in any one month will not exceed the equivalent of 50 percent of the relevant MRCs for the affected service for that month, and will not exceed 20 percent for the service year. Cumulative service credits in any one-month must exceed \$25.00 to be processed. If a Customer fails to notify Integra in the manner set forth herein with respect to the applicable service credits, Customer will have waived its right to such service credits for that month. The service credits will apply to the MRCs of the affected service and do not apply to MRCs of other services. To be eligible for service credits, the Customer must be in good standing with Integra and current in all of its obligations.