HIGH SPEED INTERNET ADDITIONAL TERMS AND CONDITIONS
AND SERVICE LEVEL AGREEMENT

to the
High Speed Internet Service Addendum

This High Speed Internet Service – Service Level Agreement and Additional Terms and Conditions ("Terms & Conditions") are part of the High Speed Internet Addendum ("Addendum").

1. SELECTED DEFINITIONS. Unless otherwise defined, capitalized terms in these Terms & Conditions shall have the meaning given them in the Addendum.

i. **Integra IP Network.** The “Integra IP Network” is the Customer’s access port (the port on the Integra layer-3 aggregation router upon which Customer’s circuit terminates) and the Integra owned and controlled IP backbone network (routers and circuits including any transit connections). Integra IP Network does not include any third party internet service(s) provided by Customer for Integra managed failover nor any network(s) owned and/or controlled by other carriers, Customer’s LAN, interconnections to or from and connectivity within other ISP networks, nor Customer Equipment (defined below). For MHSI Services, the Integra IP Network also includes an Integra provided local access circuit (e.g. Integra provided local loop) and Customer Premises Equipment.

ii. **Netblock.** A “Netblock” is a range of Internet protocol ("IP") addresses that a specific ISP or datacenter owns, and can assign at will.

iii. **Packet.** A “Packet” is a unit of data routed between an origin and a destination on a packet-switched network, including the Internet.

iv. **Service Outage.** A “Service Outage” is a failure on the Integra IP Network caused by Integra which renders the Service unable to meet the Network Availability Guarantee.

v. **Service Outage Duration.** “Service Outage Duration” means the total minutes the High Speed Internet Service experiences a Service Outage in a calendar month, measured as the period from the opening and closing of a trouble ticket with Integra, or in the case of MHSI, when Integra opens and closes a trouble ticket on behalf of Customer. Service Outage Duration is applicable to a specific affected circuit and shall not be aggregated among circuits for purposes of determining Service Outage Credits (defined below).

vi. **Total Minutes.** “Total Minutes” is determined by multiplying twenty four (24) hours by the number of days in the month multiplied by sixty (60) minutes.

2. SERVICE LEVEL GUARANTEE

i. **Latency Guarantee:** Integra guarantees that the Integra IP Network will have an average round trip packet transit time, within the Integra IP Network, over a calendar month of 45 ms or less. The average latency is measured as the average of 5 minute samples across the Integra IP Network taken throughout the month. If this Latency Guarantee is not met in a calendar month, Customer may receive a service credit of 1/30th of the MRC for the month for each full 1 ms above the 45 ms average maximum guaranteed under this SLA. Limits on the service credit amount and reporting procedures are detailed below.

ii. **Network Availability Guarantee.** Integra guarantees that the Integra IP Network will be available and capable of forwarding IP packets 99.99% of the time. Availability is determined as follows: ((Total Minutes (defined below) in Calendar month) – (Total Minutes of Non-Availability))/(Total Minutes in Calendar Month). If the Integra Network Availability Guarantee is not met in a calendar month, Customer may receive a service credit of 1/30th of the MRC for that calendar month for each full hour of outage, subject to limitations detailed below. Network availability is not guaranteed on third party provided failover circuits on MHSI circuits.

iii. **Packet Loss.** Integra guarantees that the Integra IP Network will have one way source to destination average Packet loss of one percent (1%) or less during any calendar month. If the Packet Loss guarantee is not met in a calendar month, Customer may receive a service credit of 1/30th of the MRC for that month
3. **SERVICE OUTAGE REPORTING PROCEDURES.** In order to have a Service Outage reviewed to see if a credit applies, a trouble ticket with Integra’s customer care department must be opened within the time specified in Section 3 of these Terms & Conditions. Upon the creation of a trouble ticket, whether created by Customer or created automatically for MHSI Service, Integra will test the affected Service and begin troubleshooting.

4. **SERVICE CREDITS.** Service credit(s) will be granted only if Customer has afforded Integra reasonable access to Customer’s premises for appropriate repairs, maintenance, testing, and any other work in order to remedy the cause of the Service Outage. 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 credit(s) for any Service Outage unless a trouble ticket has been opened and a service credit(s) has been requested within thirty (30) days of the Service Outage. Service credit(s) shall be deducted from the charges payable by Customer hereunder and shall be expressly indicated on the Customer invoice.

5. **SERVICE CREDIT LIMITS.** The provisions of the Agreement, Addendum, and this Section 4 state Customer’s sole and exclusive remedy for any Service Outage or deficiency whatsoever regarding the Service. Customer’s total service credit(s) in any one (1) month will not exceed the equivalent of fifty percent (50%) of the relevant MRCs for the affected Service for that month, and Customer’s total service credit(s) in a twelve (12) month period will not exceed twenty percent (20%) of the aggregate MRCs for the affected Service for such twelve (12) month period. Cumulative service credits in any one month must exceed $25.00 to be processed. If Customer fails to notify Integra in the manner set forth in this SLA with respect to a Service Outage, Customer shall have waived its right to service credits for that Service Outage for the month Customer failed to properly notify Integra. The service credit(s) will apply to the MRCs of the affected circuit and do not apply to MRCs of other unaffected circuits or Service, whether at the same address or multiple addresses. To be eligible for service credit(s), the Customer must be in good standing with Integra and current in all of its obligations.

6. **CUSTOMER PREMISES EQUIPMENT.** Integra may provide, install, maintain, repair, operate and control the Customer Premises Equipment to terminate Service delivered over the Integra IP Network. It is the Customer’s responsibility to provide adequate space, power, temperature, and humidity controls for the operation of the Customer Premises Equipment. The Customer Premises Equipment shall, at all times, remain the sole and exclusive property of Integra, and nothing contained herein shall give or convey to Customer, or any other person, any right, title, or interest whatsoever in the Customer Premises Equipment, notwithstanding that it may be, or become, attached to, or embedded, in realty. Customer shall not tamper with, remove, or conceal any identifying plates, tags, or labels identifying Integra’s ownership interest in the Customer Premises Equipment. Customer shall not adjust, align, repair, attempt to repair, relocate or remove the Customer Premises Equipment, except as expressly authorized in writing by Integra.

7. **CUSTOMER EQUIPMENT.** Customer Premises Equipment and Service beyond the point of demarcation and/or interconnection between Integra’s facilities and terminal equipment and the wiring at the point of demarcation shall be the responsibility of Customer (“Customer Equipment”). Customer must procure and maintain, at its sole cost and expense, Customer Equipment which is technically compatible with the Service and the Integra IP Network. Integra shall have no obligation to install, maintain, or repair any non-Integra equipment, including any Customer Equipment. If, upon responding to a Customer initiated service call, Integra reasonably determines that the cause of the Service deficiency was a failure, malfunction, or inadequacy of equipment other than Customer Premises Equipment, Customer shall compensate Integra for actual time and materials expended during the service call.

8. **CUSTOMER RESPONSIBILITIES.** Customer will, in a timely manner, provide all information and perform all actions including: testing; ensuring any necessary inside wiring has been installed; and acceptance of the order, as reasonably requested by Integra in order to facilitate installation of Service. If Integra is delayed in accessing the Customer’s premise for Service Outages requiring access to the Customer’s premise for the purpose of troubleshooting and repair, that delay may impact Customer’s eligibility to receive service credit(s). Additionally, at the time of the order, and during the subsequent technical order review, Customer must provide technical information regarding its network in order for Integra to correctly configure the Service. Any inaccuracies or changes to the technical information provided by Customer to Integra may impact the Service delivery interval and non-recurring and MRCs. The following technical information is required whether Customer ordered MHSI or UHSI Service: 1) demarcation location(s); 2) an IP justification form if Customer needs a total of twelve (12) or more usable IP addresses; 3) BGP enablement information, including specification of routes to include either: (i) full Internet routes; (ii) Integra and Customer routes, with an option to include default routes; or (iii) default route only. Furthermore, if multi-homing to more than one provider, Customer must obtain an autonomous system number (“ASN”), available at...
http://www.arin.net, and inform Integra as to whether the ASN is private or public; or 4) if BGP is being configured over an existing connection on an unmanaged Business Internet circuit, then Customer must provide: a) the IP address of Customer’s router; b) any downstream ASNs Customer wishes to route; c) any Netblocks Customer wishes to route; and d) any outbound route filtering options. Further information may be required depending on the Customer’s unique situation.

If Customer purchases MHSI Services, it is Customer’s responsibility to provide adequate space, power, temperature, and humidity controls for the operation of Customer Premises Equipment. Furthermore, Customer is responsible for providing the following information to receive associated feature: 1) Dynamic host configuration protocol (“DHCP”) which includes: (i) DHCP pool (scope of addresses), (ii) IP addresses for the primary and secondary domain name system (“DNS”) servers, and (iii) DHCP gateway IP address; 2) NAT for each public IP which includes: (i) protocol (transmission control protocol “TCP” or user datagram protocol “UDP”), (ii) external IP, and (iii) internal IP; 3) PAT for each port (limited to up to 25) which includes both an external and internal IP and port and protocol.

9. INTEGRA RESPONSIBILITIES. Integra will provide Customer with support from a service engineer and repair personnel to address Customer outages and configuration changes.

10. THIRD PARTY SERVICE. Notwithstanding anything that may be stated to the contrary in the Addendum or the Agreement, if Customer requests Service that requires Integra to procure extended services from a third party provider on behalf of Customer (“Third Party Services”), Integra agrees to provide such Third Party Services subject to the following, to which the Customer acknowledges and agrees: (a) the Third Party Services will be provided by a third party provider; (b) the Third Party Services will function and perform in accordance with the service level obligations provided by the third party provider to Integra; (c) any rights, remedies, service credits, or other service specific terms that the Customer may have or be entitled to under this Addendum are limited to the same terms that Integra has in place with the third party provider; (d) the costs for the Third Party Service will be incorporated into the Service fees set forth in the applicable Service Agreement; (e) if Integra purchases Third Party Services pursuant to third party provider’s applicable tariff, Customer is responsible for any additional charges imposed on Integra pursuant to third party provider’s applicable tariff; and (f) if the Customer cancels or terminates any Service which includes a Third Party Service prior to the conclusion of the Service Term or Service Renewal Term, then the Customer will pay any and all cancellation and/or early termination charges that Integra actually incurs for the cancellation or termination of such Third Party Services, plus any charges remaining under this Agreement.