

SLA SERVICE SCHEDULE VTX Dedicated Internet Access (DIA)

1. Service Level Guarantees

1.1 Network Availability

The VTX IP Network, which includes the network access port and the VTX IP backbone network, is guaranteed to make Service available to Customer 99.99% of the time. (The VTX IP backbone network includes VTX-provided routers and transmission.) If this Guarantee is not satisfied during a calendar month, Customer will be credited one-thirtieth (1/30th) of the MRC for each full hour of Service non-availability.

1.2 Latency

The VTX IP backbone network is guaranteed to have an average roundtrip packet transit time within the VTX IP backbone network of no more than 65ms. (This average latency is measured as the average of 15-minute samples across the VTX IP backbone network as taken throughout a calendar month.) If this Guarantee is not satisfied during a calendar month, Customer will be credited one-thirtieth (1/30th) of the MRC for each full 1ms exceeding the 65ms average.

1.3 Packet Loss

The VTX IP network is guaranteed not to cause an average packet loss of more than one percent (1%) during any calendar month. If this Guarantee is not satisfied during a calendar month, Customer will be credited one-thirtieth (1/30th) of the MRC for each full percentage point above the one percent (1%) average maximum.

1.4 Network Jitter

The VTX IP network is guaranteed not to cause a maximum average network jitter delay of more than 1Ms during any calendar month. If this Guarantee is not satisfied during a calendar month, Customer will be credited one-thirtieth (1/30th) of the MRC for each full millisecond (1ms) exceeding the 1ms average.

2. Limitations on Service Level Guarantees

Each of the above four Service Level Guarantees (SLAs) is subject to the following performance and measurement limitations: (1) Customer must contact VTX Customer Service at **1.888.447.9020** to open a trouble ticket and request an SLA credit; (2) The total amount credited may not exceed the applicable monthly recurring charge (MRC) for the affected DIA Service; and (3) SLA measurements will not include local access (*e.g.* local loop), Customer Premise Equipment (CPE), Customer's Local Area Network (LAN), any scheduled maintenance event, Customer caused Service interruptions (including those resulting from the action or inaction of third parties Customer controls or has the capability to control; interconnections to or from, and connectivity within, other Internet Service Provider (ISP) networks, and *force majeure* events defined or described in the Agreement.