

SLA SERVICE SCHEDULE VTX FLEX T1

1. Service Level Guarantees

1.1 Network Availability

The Dedicated Internet Access ("DIA") SLAs set forth at www.vtxtelecom.com/terms.html apply. The VTX IP Network, as defined in this section, is guaranteed to be available and capable of forwarding IP packets one hundred percent (99.99%) of the time, as averaged over a calendar month. The VTX IP network includes Customer's access port (the port on the VTX aggregation router upon which the Customer's circuit terminates) and the VTX IP backbone network. The VTX IP backbone network includes VTX-owned and controlled routers and circuits (including any transit connections). The 99.99 percent VTX Network Availability guarantee does not apply to local access (*e.g.*, the local loop), Customer-owned or leased equipment (net protocol converter or router) or Customer's Local Area Network (LAN), scheduled maintenance events, network events on redundant network elements, customer caused outages or disruptions, interconnections to or from and connectivity within other Internet Service Provider (ISP) networks, or force majeure events (as defined in the applicable service agreement.) If the Network Availability guarantee is not met during a calendar month, the Customer will receive a credit in the amount of one-thirtieth (1/30th) of the monthly recurring charge (MRC) for that month for each full hour of outage in excess of the 99.99 percent guarantee following the opening by Customer of a trouble ticket pertaining to the outage.

1.2 Latency

The VTX IP backbone network (as defined in the previous section) is guaranteed to have an average round trip packet transit time within the VTX IP backbone network over a calendar month of 65ms or less, which is measured as the average of 15-minute samples across the VTX IP backbone network taken throughout the month. This Latency Guarantee does not apply to local access (*e.g.*, the local loop), Customer-owned or leased equipment (net protocol converter or router) or Customer's LAN, scheduled maintenance events, customer caused outages or disruptions, interconnections to or from and connectivity within other ISP networks, or force majeure events (as defined in the relevant service agreement). If the Latency Guarantee is not met during a calendar month, the Customer will receive a credit in the amount of one-thirtieth (1/30th) of the monthly recurring charge (MRC) for that month for each full 1ms above the 65ms average maximum guarantee following the opening by Customer of a trouble ticket pertaining to the deficiency.

1.3 Packet Loss

Maximum average packet loss will be one percent (1%) during any calendar month. If the Packet Loss guarantee is not met during a calendar month, the Customer will receive a credit of one-thirtieth (1/30th) of the monthly recurring charge (MRC) for the month the packet loss exceeded one percent (1 %) for each affected VTX FLEX T1 service following the opening by Customer of a trouble ticket pertaining to the deficiency.

1.4 Network Jitter

The Network is guaranteed to have a monthly average network jitter delay of no greater than one (1) millisecond during any calendar month. If the Network Jitter Guarantee is not met during a calendar month and the failure is reported to Company by Customer, Customer will receive a credit equal to the pro-rated one-day amount of the MRC for Service for the month during which the Guarantee was not met.

1.5 Voice

For voice service outages due exclusively to the fault or failure of VTX, Customer, after an outage has been reported and the fault or failure is shown, will receive credit based on the failed circuit's monthly recurring charge (MRC) as follows:

<u>Service Outage Length</u>	<u>Credit Per Circuit</u>
1 hour to 4 hours	1/4 day credit
4 hours to 8 hours	3/4 day credit
8 hours to 24 hours	1 day credit
Over 24 hours	1 day for each 8 hour period over 24 hours



Credit will not be given for outages due to local access (*e.g.* the local loop), Customer-owned or leased equipment (net protocol converter or router) or Customer's Local Area Network (LAN), scheduled maintenance events, network events on redundant network elements, customer caused outages or disruptions, interconnections to or from and connectivity within other Internet Service Provider (ISP) networks, or force majeure events (as defined in the applicable service agreement). Credit will ONLY apply to the failed circuit's MRC and not to the MRC of any special service usage plans such as "minute blocks" or "bandwidth allowance".

2.0 Limitations on Service Level Guarantees

Each of the five Service Level Guarantees (SLAs) above is subject to the following performance and measurement limitations to become effective: (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.