

**I. Service Level Overview**

This Service Level Agreement (“SLA”) governs the EarthLink portfolio of Managed Services (“Services” – Defined in *Table 1*) provided pursuant to each Agreement for Service, the Network Service Agreement or any other applicable agreement for the provision of services entered into by Customer with the applicable EarthLink entity and any applicable tariffs, which are specifically incorporated into this Agreement by this reference. (“**Agreement**”) signed by the Customer identified on the Agreement (“Customer”) and EarthLink, LLC and any of its affiliates (“EarthLink”) (each a “Party” and together, the Parties”), the EarthLink General Terms and Conditions (“Terms and Conditions”), any applicable service schedule (“Service Schedule”) or supplemental terms and conditions, and the other documents comprising the Agreement between the Parties with respect to the Services. EarthLink may change this SLA without notice, with such changes being effective upon their posting to [www.earthlinkbusiness.com/about/legal/sla.xea](http://www.earthlinkbusiness.com/about/legal/sla.xea).

*Table 1*

Cloud Hosting	Dedicated Server	Cloud Server Backup
Hosted Exchange	SharePoint	Data Center Firewall
Email Encryption	Lync	Secure Remote Access
Managed Premise Firewall	Hosted Network Security	Private Cloud
Server Management & Monitoring	Endpoint & Mobile Device Management	Cloud Workspace
Collocation	Email AV/AS Filtering	Network Management & Monitoring
Email Archiving	Cloud Express	

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**II. Service Level Definitions**

**“Incident”** means (i) any single event, or (ii) any set of events, that result in Downtime.

**“Affected Service”** means the portion of the Service that actually incurs the Downtime

**“Scheduled Downtime”** means periods of Downtime related to network, hardware, or Service maintenance or upgrades. EarthLink will publish notice or notify Customer at least five (5) days prior to the commencement of such Downtime.

**“Claimed Downtime”** means the period (measured in minutes) during which Customer claims a Loss of Service during a Measurement Period as reported using the Approved Procedure.

**“Chronic Downtime”** means a specific Service element at a particular Service location (i) that experiences three (3) or more occurrences of repairs during a given month not resulting from a Customer caused impairment or (ii) that is in violation of the same Network Availability SLA Objective more than three (3) times within a given month (“Affected Service”).

**“Monitoring Infrastructure”** means the specific tools and processes used by EarthLink to verify the availability of a Service.

**“Service” or “Services”** refers to the online service(s) indicated at the beginning of this SLA and purchased by Customer pursuant to the Agreement.

**“Service Credit”** is the percentage of the Applicable Monthly Service Fees credited to Customer following EarthLink’s claim approval.

**“Service Level”** means the performance metric(s) set forth in this SLA that EarthLink agrees to meet in the delivery of the Services, e.g., monthly availability.

**“User Minutes”** means the total number of minutes in a month, less all Scheduled Downtime, multiplied by the total number of users.

“Applicable Monthly Service Fees” means the total fees actually paid by Customer for a Service that are applied to the month in which a Service Credit is owed.

“Downtime” means any period of time when the aspects of a Service specified in *Table 2* are unavailable, excluding (i) Scheduled Downtime; and (ii) unavailability of a Service due to limitations described in Section 5 below as measured within EarthLink’s Facilities, or deemed to be caused by changes made by Customer.

*Table 2*

<b>EarthLink Service Offering</b>	<b>Service Specific Definitions of Downtime</b>
Cloud Hosting	Any period where users are unable to establish a remote connection to the running virtual server instance.
Dedicated Server	Any period where users are unable to establish a remote connection to the running physical server instance.
Cloud Server Backup	Any period where deployed backup agents are unable to send or retrieve data.
Hosted Exchange	Any period where users cannot send or receive email using Outlook Web Access.
SharePoint	Any period of time when users are unable to read or write any portion of a SharePoint site collection for which they have appropriate permissions.
Lync	Any period where end users are unable to see presence status, conduct instant messaging conversations, or initiate online meetings.
Email Encryption	Any period where users cannot send or receive encrypted email.
Data Center Firewall	Any period where the managed security appliance is not passing inbound or outbound traffic.
Managed Premise Firewall	Any period where the managed security appliance is not passing inbound or outbound traffic.
Hosted Network Security	Any period where the managed security appliance is not passing inbound or outbound traffic.
Secure Remote Access	Any period of time when the Customer’s IT administrator and users authorized by Customer are unable to log on with proper credentials.
Server Management & Monitoring	Bronze Level Support and Silver Level Support (including “Monitor Only” Support) - Any period when EarthLink’s Monitoring Infrastructure is not properly capturing data such that EarthLink could detect a fault state, an alarming threshold being crossed, or capture overall device status. Gold Level (Including “Basic” Support) and Platinum Level (including “Standard” Support) - Any period when Servers or Devices do not respond to EarthLink’s monitoring software, outside of scheduled maintenance and subject to Section V below.
Network Management & Monitoring	Any period when Servers or Devices do not respond to EarthLink’s monitoring software, outside of scheduled maintenance or network events outside of EarthLink’s control.
Endpoint & Mobile Device Management	Any period when Servers or Devices do not respond to EarthLink’s monitoring software, outside of scheduled maintenance or network events outside of EarthLink’s control.
Cloud Express	VNC Availability - Any period where the Virtual Network Connection between Customer and Cloud Service Provider is not available and/or not passing inbound or outbound traffic. Does not include availability of Cloud Service Provider infrastructure or services.

	Mean Time to Notify – Any time EarthLink does not Update Customer on P1 incident in accordance with Table 5 below.
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**III. Service Level Commitments & Calculations**

Availability of Services is measured from the EarthLink Monitoring Infrastructure to the Service, excluding (i) Scheduled Downtime; and (ii) unavailability of a Service due to limitations described in Section 5.

a) Availability is calculated as a percentage of time where Services are subject to Downtime as follows:

$$\frac{\text{Total Minutes in a Month} - \text{Downtime}}{\text{Total Minutes in a Month}} \times 100$$

where Downtime is measured as the total number of minutes during the month when the aspects of the Service set forth in the table in Section 2 are unavailable.

b) For Hosted Exchange, SharePoint, SPAM/AV Filtering, Lync and Email Encryption, availability is calculated as a percentage using the formula outlined below:

$$\frac{\text{Total User Minutes in a Month} - \text{Downtime}}{\text{Total User Minutes in a Month}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

If Service availability falls below 99.999% for any given month, Customer may be eligible for the following Service Credit:

Table 3

Monthly Uptime Percentage	Service Credit
99.999% to 100%	No Credit
99% to 99.998%	Up to 10% MRC
98% to 98.999%	Up to 25% MRC
97% to 97.999%	Up to 50% MRC
Less than 96.999%	Up to 100% MRC

**IV. Service Credits**

If EarthLink does not meet its Service Availability Commitments, Customer may apply for a service credit (“Service Credit”) proportional to the Service nonconformance up to the percentage set forth in Table 3, multiplied by the base monthly recurring charge, excluding taxes, fees, surcharges and other similar charges, (“MRC”) for the Service elements responsible for the non-conformance, subject to any limitations and/or exclusions defined in Section 5

**Approved Procedure.** To be eligible for a Service Credit, Customer must open a ticket by emailing [customercare@earthlinkbusiness.com](mailto:customercare@earthlinkbusiness.com) documenting the non-conformance within thirty (30) days of the incident to include: (i) a detailed description of the incident (ii) Service impacted (iii) associated trouble ticket number (iv) information regarding the duration of the Claimed Downtime (v) and number of users impacted (if applicable).

Service Credit requests will be evaluated with all information reasonably available to the EarthLink Support Teams during which the non-conforming event is alleged to have occurred. Service Credit requests that encompass multiple months will be prorated in accordance with the relevant statistical accumulations for each month. EarthLink shall have thirty (30) business days from the end of the month in which the request is submitted to respond to Customer. Service Credit requests approved by EarthLink will be credited to Customer’s EarthLink account during the billing cycle beginning not less than ten (10) business days after approval.

Service Credit requests will not be accepted for open trouble tickets. Customer may not receive more than one (1) Service Credit per month for any SLA Objective non-conformance involving an Affected Service. Multiple instances of nonconformance for the same Affected Service during a given month will not be eligible for multiple Service Credits, however, if approved, will be applied toward the accumulated monthly statistics for Service Availability. Service Credits will not be available if Customer fails to request a trouble ticket or for Service terminated by Customer. Service Credits will be Customer's exclusive remedy for any Service non-conformance or defect and under no circumstances will Customer be entitled to any refund or other payment for a violation of this SLA. Service Credits may not be transferred or applied to another account.

**Purchase of Multiple Services.** If Customer purchased more than one (1) Service listed in the Service Table above (not as a suite), then Customer may submit claims pursuant to the process described *in the Approved Procedure as if each Service was covered by an individual SLA. For example, if Customer purchased both Hosted Exchange and Cloud Hosting (not as part of a suite), and during the term of the subscription an Incident caused Downtime for both Services, then Customer could be eligible for two separate Service Credits (one for each Service), by submitting two (2) claims under this SLA.*

**Purchase of Multiple Services together.** If Customer purchased Services as part of a suite or other single offer, the Applicable Monthly Service Fees and Service Credit for each Service will be prorated<sup>1</sup>.

**Chronic Downtime.** In the event of a chronic downtime event, Customer may request an escalation of repair in writing to [customercare@earthlinkbusiness.com](mailto:customercare@earthlinkbusiness.com). EarthLink will have ten (10) business days following receipt of Customer's notification of Chronic Downtime to evaluate and prescribe a resolution, including a timeline to complete the prescribed repairs ("Cure Period"). If EarthLink is unable to resolve the Chronic Downtime within the Cure Period, Customer may terminate the Affected Service with thirty (30) days written notice to EarthLink without incurring an early termination fee ("ETF"); however, Customer will remain obligated to pay for all Services received through the termination date.

<sup>1</sup> Prorate calculation: *Monthly Service Amount\*Applicable Service Credit defined in Table 3*

V. **Limitations and Exclusions.** EarthLink is not responsible nor are Service Credits available for downtime caused by the following:

- Any act or omission on the part of Customer, others engaged or authorized by Customer or by third parties, including, without limitation, other service providers and utilities, such as custom or improper configurations, scripting or coding (e.g. CGI, Perl, HTML or ASP), server over-utilization and uses that violate the EarthLink Acceptable Use Policy ("AUP").
- Defects in 3rd party hardware, software, or firmware
- Customer-provided hardware that is out of warranty and/or where 24x7x365 vendor support with 1 business day on-site response time is not provided by Customer.
- Any failure by Customer, or others engaged or authorized by Customer, to provide reasonable access to Customer's premises or equipment that prevents EarthLink from complying with its obligations under the Agreement;
- Any force majeure event or other event beyond the reasonable control of EarthLink, including, without limitation, unavailability, interruptions or delays in telecommunications or other third party services, virus attacks, hackers, or the unavailability of equipment, supplies or power needed to provide the Services;
- New Service that has not been accepted by Customer or any Service non-conformance occurring within the first thirty (30) days of Service.
- Any event or occurrence resulting in a "no trouble found" determination by Customer Support.
- Any unauthorized action or lack of action when required, or from Customers employees, agents, contractors, vendors, or anyone gaining access to EarthLink Network by means of Customer passwords or equipment.
- Failure to adhere to any required configurations, operating system/application versions, use of supported platforms, or Acceptable Use Policies
- Downtime related to Scheduled or unscheduled downtime activities

VI. **EarthLink Support and Maintenance**

EarthLink allows up to five (5) named authorized users to engage the EarthLink Support Team. Support & Maintenance SLA commitments defined below are measured on a best effort basis.

**Incident Severity Classifications.** EarthLink shall take notice of Severity Level from Customer, but will assess and classify the level of incident based on its own assessment. Ticket priorities are calculated automatically by the ticketing system. The calculation is based off two metrics; Impact and Urgency.

In assessing the level of Severity classification, EarthLink will utilize the following categorizations:

Table 3 – Priority Matrix

		<i>Impact</i>			
		<i>Extensive</i>	<i>Large</i>	<i>Moderate</i>	<i>Minor</i>
<i>Urgency</i>	<i>Critical</i>	<i>P1</i>	<i>P1</i>	<i>P2</i>	<i>P2</i>
	<i>High</i>	<i>P1</i>	<i>P2</i>	<i>P2</i>	<i>P3</i>
	<i>Medium</i>	<i>P2</i>	<i>P3</i>	<i>P3</i>	<i>P3</i>
	<i>Low</i>	<i>P4</i>	<i>P4</i>	<i>P4</i>	<i>P4</i>

The definitions of Impact and Urgency are below. These definitions apply only to Services listed on the Customer's contract.

Table 4 – Definition of Priority Levels

<b>Applies to contracted services</b>		
	<b>Term</b>	<b>Definition</b>
<b>Impact</b>	<b>Extensive</b>	All active users/sites/applications are effected
	<b>Large</b>	A high % of active users/sites/applications (>50%), or an issue having a proven serious financial impact on a customer's core business
	<b>Moderate</b>	A significant % of active users or sites (>30%), or an issue causing proven loss of productivity to a customer's core business.
	<b>Minor</b>	A low number of active users effected, or an issue not significantly impacting a customer's core business, or an inconvenience.
<b>Urgency</b>	<b>Critical</b>	The contracted service is completely unavailable to EarthLink and the Customer
	<b>High</b>	The contracted service is 100% unavailable to the customer
	<b>Medium</b>	The contracted service is available but degraded due to performance, capacity, etc.
	<b>Low</b>	The contracted services is available but degraded with a work around OR no immediate impact

At each priority level the SLA guidelines for resolution, update, and escalation are listed below.

Table 5 – Target Intervals by Priority

<b>Applies to contracted services for faults only</b>			
<b>Priority</b>	<b>Target Resolution</b>	<b>Update interval</b>	<b>Escalation interval</b>
P1	6 hours	45 minutes	1.5 hours
P2	24 hours	2 hours	6 hours
P3	72 hours	12 hours	24 hours
P4	7 days	None	Based on Level of Effort

**Support Coverage.** EarthLink provides the following coverage for Managed Services:

- Incidents - 24x7x365 coverage
- Moves | Adds | Changes – 8:00AM EDT to 08:00PM M-F EST (Excludes Holidays)
- Requests for Information – 8:00AM EDT to 08:00PM EST (Excludes Holidays)

**Scheduled Downtime.** All changes to network, infrastructure and services are subject to the EarthLink Change Management Process. This process ensures that work is reviewed for completeness and authorized prior to scheduling and implementation.

EarthLink's Routine Maintenance Window Schedule shall be as follows:

Monday - Saturday 12:00AM – 6:00 AM EST

**Unscheduled Downtime.** EarthLink at its sole discretion may take services down for unscheduled or emergency preventative maintenance. EarthLink will make reasonable efforts to perform unscheduled maintenance after hours and in that event will attempt to notify customer at least four (4) hours in advance of unscheduled maintenance activities.