

1 POLICY OVERVIEW:

EarthLink Business is committed to provide the highest levels of performance, reliability and stability of its services. As one measure of our ongoing commitment to excellent customer service, EarthLink Business provides a Service Level Agreement (SLA) covering our OneSolutions suite of services and the ability for customers to determine adherence to these SLAs. If an Eligible Customer experiences performance that does not meet the applicable commitments set forth in this SLA, then EarthLink Business will issue the Eligible Customer a Service Credit.

The Service Levels and remedies set forth in this Service Level Agreement ("SLA") are applicable to Customer's use of EarthLink Business OneSolutions Complete, OneSolutions Dedicated Internet Access, OneSolutions Essential, OneSolutions Ethernet Dedicated Internet Access, OneSolutions MPLS VPN and Basic Business Line offerings as indicated.

2 DEFINITIONS:

Any capitalized terms used in this SLA and not otherwise defined here or in the EarthLink Business associated Master Services Agreement, shall have the meaning set forth in the Agreement, or, if not defined there, have the common meaning understood in the industry.

- 2.1. **Availability** – The percentage of minutes in a calendar month during which Customer's port has not incurred a Service Outage.
- 2.2. **Contract Year** – The twelve-month billing period commencing on the first day after Eligible Customer's EarthLink Business service agreement is effective and each successive twelve-month billing period.
- 2.3. **Eligible Customer** – Customer is in good standing with no past due invoice amounts, is not in violation of any agreements or policies with EarthLink Business and has a service term of at least 12 months.
- 2.4. **Jitter** – Average variation in the delay for IP packets to traverse over the EarthLink Business network. Jitter is measured by averaging sample measurements during a calendar month between selected routers across the EarthLink Business network.
- 2.5. **Latency** – Average roundtrip time for IP packets to traverse over the EarthLink Business network. Latency is measured by averaging sample measurements during a calendar month between selected routers across the EarthLink Business network.
- 2.6. **Mean Time to Restore** – Monthly average of the time taken between opening trouble ticket and restoring service for all Trouble Tickets designated as Priority 1 for a particular Port. Calculated by dividing the total repair time divided by number of applicable tickets during the

calendar month. A trouble ticket can be opened with EarthLink Business Repair by calling 800.962.2488.

- 2.7. **Mean Time to Respond** – Monthly average of the time taken between when a trouble ticket designated as Priority 1 is opened via phone with EarthLink Business Repair and when the EarthLink Business’ NOC responds acknowledging receipt of the trouble ticket. Calculated by dividing the total response time divided by number of applicable tickets during the calendar month.
- 2.8. **New Installation** – Service that has been active for less than 3 business days.
- 2.9. **Packet Delivery** - The percentage of IP packets that are successfully delivered over the EarthLink Business network. Packet Delivery is measured by averaging sample measurements during a calendar month between selected routers across the EarthLink Business Network
- 2.10. **Port** – The Customer’s physical ingress to and/or egress from the EarthLink Business IP network, excluding the local loop or access facilities connecting the Customer’s premises to an EarthLink Business POP.
- 2.11. **Service Credit** – A credit equal to a portion or total of the actual billed monthly recurring charges for the Port, excluding the credit for the Service Installation which is a percentage of the Port non-recurring charges, taxes, surcharges or other ancillary fees.
- 2.12. **Service Outage** – Time during which the Customer’s port is unable to transmit or receive IP traffic. The duration of a Service Outage is measured from the time when a trouble ticket is opened until the time EarthLink Business has resolved the issue and closed the ticket.

3 SERVICE LEVEL COMMITMENTS:

3.1 PORT AVAILABILITY

3.1.1 Applicable Services

The Availability SLA only applies to OneSolutions Complete, OneSolutions Dedicated Internet Access, OneSolutions Ethernet Dedicated Internet Access and One Solutions MPLS VPN.

3.1.2 Availability Service Level Commitment

Availability for each Customer Port will not fall below 100% in any given Service billing month.

3.1.3 Availability Credit:

If Availability is less than the above commitment, EarthLink Business will issue to Eligible Customer a Service Credit based on the cumulative amount of Service Outage time in a calendar month as set forth in the table below:

Service Outage	Service Level Credit
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Time	
Each whole hour	1-Day Service Credit

3.2 MEAN TIME TO RESPOND

3.2.1 Applicable Services

The Mean Time to Respond SLA only applies to OneSolutions Complete, OneSolutions Dedicated Internet Access, OneSolutions Ethernet Dedicated Internet Access and OneSolutions MPLS VPN.

3.2.2 Mean Time to Respond Service Level Commitment

Mean Time to Respond for each Customer Port will be four (4) hours.

3.2.3 Mean Time to Respond Credit:

If Mean Time to Respond is greater than the above commitment, EarthLink Business will issue to Eligible Customer a Service Credit based on the amount the actual Mean Time to Respond for a Port exceeds the stated commitment as set forth in the table below:

Mean Time to Respond	Service Level Credit
4.1 - 8 hours	10%
8.1 - 12 hours	15%
Greater than 12 hours	20%

3.3 MEAN TIME TO RESTORE

3.3.1 Applicable Services

The Mean Time to Restore SLA only applies to OneSolutions Complete, OneSolutions Dedicated Internet Access, OneSolutions Ethernet Dedicated Internet Access and OneSolutions MPLS VPN.

3.3.2 Mean Time to Restore Service Level Commitment

Mean Time to Restore for each Customer Port will be four (4) hours.

3.3.3 Mean Time to Restore Credit:

If Mean Time to Restore is greater than the above commitment, EarthLink Business will issue to Eligible Customer a Service Credit based on the amount the actual Mean Time to Restore for a Port exceeds the stated commitment as set forth in the table below:

Mean Time to Restore	Service Level Credit
4.1 - 8 hours	10%
8.1 - 12 hours	15%
Greater than 12 hours	20%

3.4 SERVICE INSTALLATION INTERVAL

3.4.1 Applicable Services

The Service Installation SLA only applies to OneSolutions Complete, OneSolutions Dedicated Internet Access, OneSolutions Essential, OneSolutions Ethernet Dedicated Internet Access, OneSolutions MPLS VPN and Basic Business Line.

3.4.2 Service Installation Interval Commitment

Service Installation Interval for applicable Services will not exceed the values set forth in the table below:

OneSolutions Complete OneSolutions Dedicated Internet Access OneSolutions Essential OneSolutions Ethernet Dedicated Internet Access OneSolutions MPLS VPN	Basic Business Line
40 Business days for any T1 or NxT1 circuit (up to 12Mbps)	25 Business days

3.4.3 Service Installation Interval Credit

If Service Installation Interval exceeds the above commitment, EarthLink Business will issue to Eligible Customer a Service Credit of 50% of billed Port non-recurring charges ("NRC") for the impacted circuit.

3.5 LATENCY

3.5.1 Applicable Services

The Latency SLA only applies to OneSolutions Complete, OneSolutions Dedicated Internet Access, OneSolutions Ethernet Dedicated Internet Access and OneSolutions MPLS VPN.

3.5.2 Latency Commitment

Roundtrip Latency for the Service on average in any given Service calendar month will not exceed the values set forth in the table below:

OneSolutions Complete OneSolutions Dedicated Internet Access OneSolutions Ethernet Dedicated Internet Access OneSolutions MPLS VPN
55ms

3.5.3 Latency Credit

If Latency exceeds the above commitment, EarthLink Business will issue to Eligible Customer a Service Credit based on the amount the average measured Latency exceeds the stated Latency commitment as set forth in the table below:

Latency in Excess of Service Level	Service Level Credit
5 - 10 ms	5%
10.1 - 15 ms	10%
15.1 - 20 ms	15%
20.1 ms or more	20%

3.6 **PACKET DELIVERY**

3.6.1 Applicable Services

The Packet Delivery SLA only applies to OneSolutions Complete, OneSolutions Dedicated Internet Access, OneSolutions Ethernet Dedicated Internet Access and OneSolutions MPLS VPN.

3.6.2 Packet Delivery Commitment

Packet Delivery for the Service shall not fall below 99.9% in any given calendar month.

3.6.3 Packet Delivery Credit

If Packet Delivery is less than the above commitment, EarthLink Business will issue to Eligible Customer a Service Credit based on such deficit as set forth in the table below:

3.7

3.8 **JITTER**

3.8.1 Applicable Services

The Jitter SLA only applies to OneSolutions Complete, OneSolutions Dedicated Internet Access, OneSolutions Ethernet Dedicated Internet Access and OneSolutions MPLS VPN.

3.8.2 Jitter Commitment

Jitter for the Service shall not exceed 3ms in any given calendar month.

Packet Delivery	Service Level Credit
99.9 - 99.949%	5%
99.5 - 99.89%	10%
99 - 99.44%	15%
98.99 or less	20%

3.8.3 Jitter Credit

If Jitter is greater than the above commitment, EarthLink Business will issue to Eligible Customer a Service Credit based on the excess as set forth in the table below:

Jitter	Service Level Credit
3.01 - 6 ms	5%
6.01 - 9 ms	10%
Greater than 9 ms	15%

4 CREDIT STRUCTURE:

To receive a Service Credit, Customer must be Eligible and must notify EarthLink Business of the shortfall and request such Service Credits in writing within thirty (30) days of the end of the billing month in which the event occurred. If requesting a Service Credit for Availability, Eligible Customer must first open a Trouble Ticket.

Service Credits will be based on Eligible Customer's monthly port charges during the month the Service Credit accrued. Total Service Credits across all Service level metrics in a billable month shall not exceed fifty percent of Customer's port MRC for such month. Customer's cumulative Service Credits during a Contract Year may not exceed twenty percent of Customer's total monthly recurring charges for all Port charges during the Contract Year.

5 TROUBLE TICKET CREATION:

Customer may open a trouble ticket by calling 1.800.962.2488.

6 EXCLUSIONS:

Measurements do not include periods of Service Outages or other service level deficits in whole or in part due to the following causes:

- 6.1. Any act or omission on the part of Customer, any third party contractor, vendor or any other entity over which the Customer exercises or has the right to exercise control.
- 6.2. Customer's software, equipment or facilities.
- 6.3. EarthLink Business' or Customer's scheduled network maintenance.
- 6.4. Any event or occurrence that results in "no trouble found" by EarthLink Business customer support.
- 6.5. Any outage or event lasting under 60 seconds in duration.
- 6.6. Force majeure event beyond the reasonable control of EarthLink Business including, but not limited to acts of nature, cable cuts, government acts and regulation and national emergency.
- 6.7. Trouble tickets associated with a New Installation.
- 6.8. Service interruptions or delay arising out of or in connection with but not limited to (i) any act or omission on the part of Customer or a third party, including without limitation any local access providers, (ii) or an interruption occurring in whole or in part because Customer elects not to release the Service for testing and repair by EarthLink Business, but continues to use it on an impaired basis, (iii) failing to provide access to Customer premises as reasonably requested by EarthLink Business or its agents to enable EarthLink Business to comply with its obligation regarding the Service.
- 6.9. Any failure, issue or delay associated in whole or in part with Customer's connection to the Network, local access, and cross-connect, Customer premise equipment, applications, facilities or internal network.
- 6.10. Time attributed to Customer's delay in responding to EarthLink Business' requests for assistance to repair an Outage.

7 POLICY CHANGES

EarthLink Business, in its sole discretion, may change, amend or revise this SLA at any time. Such changes or revisions shall be deemed effective upon posting of an updated SLA to the EarthLink Business website.