



Building Better Business Networks. Together.

DSCI Service Level Agreement (SLA)

| NETWORK AVAILABILITY | |
|----------------------|---|
| Goal | Remedy |
| 100% | 1/30 of the Affected Service's monthly recurring charge (MRC) for that month for each full hour of network downtime |

The DSCI network is guaranteed to be available and capable of forwarding packets 100% of the time, as averaged over a calendar month. The DSCI network includes the Customer's access port, DSCI-provided local access circuits (local loop), and the DSCI backbone network.

Network Downtime is measured based on the total outage time incurred by Customer. "Network Downtime" shall exist when a particular Customer facility (the "Affected Service") is unable to transmit and receive data and DSCI records such failure in the DSCI trouble ticket system. Network Downtime is measured from the time the outage event is logged to the time the Affected Service is again able to transmit and receive data. Network Downtime does not include Scheduled Maintenance, or other situations covered in Service Credit Exceptions below.

| LATENCY | |
|---------|--|
| Goal | Remedy |
| 55ms | 1/30 of the Affected Service's monthly recurring charge (MRC) for each full 1 ms above the 55ms average maximum guaranteed under the SLA |

DSCI guarantees an average round-trip packet transit time ("Latency") within the DSCI network of 55ms or less over a calendar month. The average latency will be measured by averaging samples taken every 5 minutes at the relevant POPs.

The DSCI Latency guarantee does not include the local access circuit (local loop), customer premises equipment (CPE) or the Customer's local area network, or other situations covered in Service Credit Exceptions below.

| PACKET DELIVERY | |
|-----------------|--|
| Goal | Remedy |
| 99.5% | 1/30 of the Affected Service's monthly recurring charge (MRC) for each full 1% below the 99.5% packet delivery guarantee under the SLA |

Packet Delivery will be measured on an ongoing basis every 5 minutes to adequately determine a consistent average monthly performance level for packets actually delivered between the relevant POPs.



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Remedies: Upon Customer's request to the Call Management Center made within five (5) business days of the last day of the month in which the relevant SLA was not met, Customer shall be entitled to service credits as set forth herein. If Customer is entitled to multiple credits under this SLA arising from the same event, such credits shall not be cumulative and Customer shall be entitled to receive only the maximum single credit available for such event. A credit shall be applied only to the month in which the event giving rise to the credit occurred. The maximum SLA credits issued in any one calendar month shall not exceed the monthly recurring charge pertaining to the service affected for that month.

Service Credit Exceptions: Service credits shall not be issued where the Service is unavailable as a result of: (i) the acts or omissions of Customer, its employees, contractors or agents or its End Users; (ii) the failure or malfunction of equipment, applications or systems not owned or controlled by DSCI; (iii) Force Majeur events; or (iv) scheduled service maintenance, alteration, or implementation.

Maintenance

Scheduled Maintenance: Scheduled Maintenance refers to upgrades of hardware or software or upgrades to increase capacity. Scheduled Maintenance may temporarily degrade the quality of the Service, including possible outages. Such effects related to Scheduled Maintenance shall not give rise to service credits under this SLA. Scheduled Maintenance shall be undertaken during the standard maintenance window on Monday through Sunday between the hours of 10:00 PM and 6:00 AM Local Time. For purposes of this SLA, "Local Time" refers to the local time in the time zone in which an Affected Service is located. DSCI shall provide as least 48 hours prior notice of Scheduled Maintenance.

Urgent Maintenance: Urgent Maintenance refers to efforts to correct network conditions that are likely to cause a material Service outage and that require immediate action. Urgent Maintenance may degrade the quality of the Services, including possible outages. Such effects related to Urgent Maintenance shall entitle Customer to service credits as set forth in this SLA. DSCI may undertake Urgent Maintenance at any time deemed necessary and shall provide notice of Urgent Maintenance to Customer as soon as is commercially practicable under the circumstances.