



NETWORK SERVICES: SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) is a component of the Master Services Agreement (“Agreement”) between OneColo and Customer. The purpose of this SLA is to outline the service level standards by which OneColo ensures to deliver Network Services to Customer. Subject to the terms and conditions of the Agreement, OneColo will use commercially reasonable efforts to deliver Network Services in accordance with the rigorous Service Level Objectives (“SLA Objectives”) set forth below. The SLA Objectives and Service Level Credits specified below do not apply to any Customer.

1. AVAILABILITY GUARANTEE

Availability Guarantee: OneColo guarantees a network uptime availability of 99.9% uptime. (Uptime excludes local loop outages, upstream provider outages, maintenance windows and the other circumstances listed in paragraph 2). It is not guaranteed that the services will be uninterrupted or error-free.

2. NETWORK OUTAGE

Network Outage is defined as an occurrence, within the network, resulting in the inability of the IP Backbone to transmit IP packets on the Customer behalf. A Network Outage does not include i) maintenance windows; ii) interruptions due to emergencies; iii) reasons of Force Majeure; iv) occurrences due to Customer violation of the MSA, including any suspension or termination of the customer account; and v) restrictions placed on the customer account due to unreasonable use of infrastructure resources (as measured against similarly situated Customers) or interference with the services we provide to other customers.

3. OUTAGE TRIGGERING SERVICE CREDIT

A. Level-Zero Outage. A Level-Zero Outage applies when not superseded by the symptoms of a Level-One, Level-Two or Level-Three Outage. A Level-Zero Outage is defined as any occurrence within the network that results in a Network Outage of any duration on any calendar day, calculated in minutes (defined as N). In the event that a Level-Zero Outage occurs, the Customer will receive credit for $N * 30$ minutes.

B. Level-One Outage. A Level-One Outage is defined as any occurrence within the network that results in a Network Outage greater than, or equal to, twelve minutes in any calendar day. In the event that a Level-One Outage occurs, the Customer will receive credit for one (1) day’s fees associated with Service [sustaining] the outage.



C. Level-Two Outage. A Level-Two Outage is defined as any occurrence within the network that results in Network Outage greater than, or equal to, four hours in any calendar day. In the event that a Level-Two Outage occurs, the Customer will receive credit for 25% of the MRC for the affected Service.

D. Level-Three Outage. A Level-Three Outage is defined as any occurrence within the network that results in a Network Outage greater than, or equal to, eight hours in any calendar day. In the event that a Level-Three Outage occurs, the Customer will receive credit for 50% of the MRC for the affected Service.

4. MULTIPLE OUTAGES WITHIN A 30 DAY PERIOD

Multiple Outages within a 30 Day Period

A. Five Level-One Outages. In the event that the Customer experience five Level-One Outages within a thirty-day rolling period, the Customer will receive credit for one (1) month MRC for the service.

B. Three Level-Two Outages. In the event that the Customer experience three Level-Two Outages within a thirty-day rolling period, the Customer will receive credit for one (1) month MRC for the service.

C. Two Level-Three Outages. In the event that the Customer experience two Level-Three Outages within a thirty-day rolling period, the Customer will receive credit for one (1) month MRC for the service.

5. LATENCY GUARANTEE

A. Latency Guarantee is measured as the average round-trip transmission of 85 milliseconds or less (for a 100Byte ping packet) within the U.S. Netrouting Backbone Network (excluding any International backbone or exchange).

B. Latency shall be measured by averaging sample measurements taken during a calendar month between our multiple domestic (U.S.) Points-of-Presence (POPs).

C. If we fail to meet any Latency Guarantee in a given calendar month, the customer account will be credited for two (2) weeks of service. Latency Guarantee does not include failures due to i) maintenance windows; ii) interruptions due to emergencies; iii) reasons of Force Majeure; iv) occurrences due to Customer violation of the MSA, including any suspension or termination of the customer account; and v) restrictions placed on the customer account due to an unreasonable use of infrastructure resources (as measured against similarly situated Customers) or interference with the services we provide to other customers.

6. PACKET LOSS GUARANTEE

A. OneColo guarantees Packet Loss of no greater than 1% across our backbone.



B. Packet Loss is the percentage of packets not delivered to an End User for the applicable calendar month. Misdelivery is measured using transmissions solely among points that are within the core IP backbone; excluding delivery failures that are not attributable to performance of the IP backbone (i.e. local loops and exchange points) or deliveries relating to scheduled periods of maintenance, upgrades or reasons of Force Majeure.

C. Packet Loss shall be measured by averaging sample measurements taken during a calendar month between backbone-to-backbone point routers.

D. If OneColo fails to meet any Packet Loss Guarantee in a given calendar month, the customer account will be credited for one (1) week of service. Our Packet Loss Guarantee does not include failures due to i) maintenance windows; ii) interruptions due to emergencies; iii) reasons of Force Majeure; iv) occurrences due to Customer violation of the MSA, including any suspension or termination of the customer account; and v) restrictions placed on the customer account due to an unreasonable use of infrastructure resources (as measured against similarly situated Customers) or interference with the services we provide to other customers.

7. TOTAL OUTAGE CREDITS

Total outage credits (including without limitation those awarded for Network Outages, Latency Guarantee Service Credits, and Packet Loss Service Credits) will not exceed the actual MRC for the Service covered by the Guarantee. Should the customer experience ten (10) or more Level-2 failures, and/or four (4) or more Level-3 failures on a rolling sixty (60) day basis, then the Customer may terminate only that portion of any Service Orders related to the Services so affected, by written notice, in accordance with the appropriate section of the Agreement.

8. INFORMATION AND NETWORK SECURITY SERVICE LEVEL AGREEMENT

The following section provides agreed upon service levels for Information & Network Security. However, please note that provisions of our MSA governing security supersede this paragraph.

9. TERMS AND DEFINITIONS

Active Attack (DoS)

Malicious activity sustained or re-occurring within a specific timeline.

Attempted Attack (DoS)

Suspicious activity detected within a specific timeline.

Successful Attack (DoS)

Malicious activity that results in service degradation of 50% or greater from the established network baseline.



Attempted Intrusion

An event in which unauthorized access to system or application level resources was targeted but not obtained.

Successful Intrusion (Admin and/or other)

A confirmed event where policy based system or application level access controls were compromised.

Compromise

A breach of system and or application controls, which provide information asset security as, defined by the security policy established by the customer.

10. SUCCESSFUL DENIAL OF SERVICE ATTACK

A. Service Objective. Our objective is to identify the cause and source of a Successful Denial of Service attack and respond accordingly.

B. Responsibilities. Our responsibility is to make commercially reasonable best efforts to 1) respond to a Successful Denial of Service Attack; 2) identify the type and source of attack; and 3) if necessary in our sole discretion, notify the designated contact of the event and respond accordingly to suppress the attack.

C. Performance Measures. At our sole discretion, we will use commercially reasonable efforts to identify the cause, type and source of the Successful Denial of Service Attack. We will make commercially reasonable efforts to initiate these countermeasures within one hour of the attack's discovery by OneColo.

D. Service Credit. One (1) day of Fees for the affected Service will be credited to the customer account if the server is not restored within the time limit specified in the "Performance Measures" section immediately above.

11. SUCCESSFUL INTRUSION

A. Service Objective. Our objective is to identify the cause and source of an active Intrusion and to respond accordingly.

B. Responsibilities. Our responsibility is to use commercially reasonable efforts to 1) respond to an Intrusion; 2) identify the type and source of the Intrusion; and 3) if necessary in our sole discretion, notify the designated contact of the event and respond accordingly to suppress the attack. We will initiate appropriate legal action, if necessary, in our sole discretion.

C. Performance Measures. At our sole discretion, we will use commercially reasonable efforts to identify the cause, type, and source of the Intrusion. OneColo will use commercially reasonable



efforts to initiate these countermeasures within one hour of the intrusion's discovery by OneColo.

D. Service credit. One (1) day of service credit is granted if the Intrusion is not suppressed within the time limit specified in the "Performance Measures" section, assuming the Customer has complied with our security guidelines.

12. ACTIVE DENIAL OF SERVICE ATTACK

A. Service Objective. Our objective is to identify the cause and source of an Active Denial of Service attack and to respond accordingly.

B. Responsibilities. Our responsibility is to use commercially reasonable efforts to 1) respond to an Active Denial of Service attack; 2) identify the type and source of an Active Denial of Service attack; 3) monitor the source for additional suspicious activity; 4) block IP addresses or contact sources of activity, if necessary in our sole discretion; and 5) collect intelligence for reporting to law enforcement.

C. Performance Measures. At our sole discretion, we will use commercially reasonable efforts to identify the cause, type and source of the Active Denial of Service Attack. Our security personnel will use commercially reasonable efforts to initiate these countermeasures within two (2) hours of the Active Denial of Service Attack's discovery by OneColo.

D. Service Credit. 1/2 day of Fees for the affected Service will be credited to the customer account if the attack is not suppressed within the time limited specified in the "Performance Measures" section immediately above. In addition, if the event escalates to a Priority 1 event, a one (1) day service credit will be granted.

13. APPLICATION OF CREDITS

Application of credits. Our monitoring tools are designed to assist us in meeting the commitments set out in this SLA. If the Customer has information that will assist us in meeting these commitments, we will review this information in conjunction with our statistics, and in good faith. After the evaluation, our sole determination of the applicable service credits, if any, will control. In order to qualify for Service Level Credits, the Customer must have paid all fees due, and not be in material breach of the Customer MSA. We will provide up to 100% of the MRC for the Service affected. Our SLA does not apply to (i) scheduled or emergency maintenance; (ii) Force Majeure Events; (iii) events caused by Customer failure to update equipment or apply required patches; (iv) disruptions caused by Customer violation of the MSA; and (v) Customer acts or omissions that are the proximate cause of the event triggering an SLA claim.

14. The Customer may request a claim by sending an email to billing@netrouting.com. If a reply is not received within three (3) business days acknowledging receipt, the request must be resubmitted. We will evaluate the claim within thirty (30) calendar days. If we agree to credit the account, the next time fees are charged for the affected Service, the credit will be applied.



SLA credits are that: credits, and the Customer will not be paid in cash. If the claim is declined, the customer may present additional information and a response, within thirty (30) calendar days of receiving the declined response. We will review the additional information expeditiously and in good faith. The second determination will be final and binding.