**EXHIBIT B**

**SERVICE LEVEL AGREEMENT**

1. **Unplanned System Outages**

In the event of any unplanned outages or failure of any system or subsystem provided by Licensor to Licensee that is not due to circumstances beyond the reasonable control of Licensor and that results in an interruption to Licensee’s equipment, Licensor shall dispatch its technicians to repair the systems within two (2) hours of the onset of such outage/interruption, and the systems shall be repaired and service restored in four (4) hours or less. If the systems are not repaired and service restored to Licensee’s equipment in a timely manner, Licensee shall be entitled to the credits set forth below:

If interruption is: Credit will be:

More than zero (0) hours but less No credit due

than four (4) continuous hours

More than four (4) hours but less One half (1/2) of Licensee’s

than eight (8) continuous hours Fees for that month

More than eight (8) hours but less Three Quarters (3/4) of Licensee’s

than twelve (12) continuous hours Fees for that month

Twelve (12) hours or more The total of Licensee’s Fees

for that month

* 1. Each outage shall be measured separately, beginning with the start of such failure and ending with the resumption of service.
  2. During any such service outage, Licensor shall notify Licensee’s Network Operating Center (NOC) within twenty (20) minutes of the onset of the service outage and every thirty (30) minutes thereafter with an update events/progress in the restoration of the services.

1. **Planned Service Outages**

Licensor shall provide Licensee with twenty (20) days’ notice of any planned services outages for maintenance. Planned service outages shall take place during a maintenance window between 3:00 AM – 6:00 AM local time (“Scheduled Maintenance”).

1. **Intervals for cross connects; Credits for Missed Intervals**
   1. Licensor shall have three (3) business days to provide a cross connect Service Order form to Licensee following the request for new cross connect Services by Licensee.
      1. For cross connects delivered by Licensor greater than five (5) days but less than or equal to ten (10) days after Licensees submission of a request, one (1) months MRC for the Order shall be waived by Licensor.
      2. For cross connects delivered by Licensor greater than ten (10) but less than fifteen (15) days after Licensees submission of a request, the NRC plus one (1) months MRC for the Order shall be waived by Licensor,
      3. For cross connects delivered by Licensor greater than fifteen (15) days after Licensees submission of a request, the NRC plus two (2) months MRC for the Order shall be waived by Licensor.
   2. In addition, if Licensor misses the installation interval objective by ten (10) or more business days, Licensee may, upon notice to Licensor cancel the Service Order without penalty or obligation.
   3. Upon receipt of notice from Licensor that a Service has been installed, Licensee shall have 3 business days to inspect and accept/reject such Service.
2. **Electrical Power Requirements; Credits for Power Outages**
   1. Licensor shall provide N+1 UPS protected and N+1 generator backed electrical power, with availability of 100% when measured on a monthly or annual basis. For every hour of downtime caused by power outages, Licensor shall provide a credit equal to one (1) day off of the MRC for all services affected by the power outage or downtime. Redundant power feeds shall always be fed from a separate panel from the primary power feed.
3. **Cross connect Requirements; Credits for Downtime**
   1. Licensor shall provide 99.999% uptime for all cross connects provisioned for Licensee. For every hour of downtime of a cross-connect, Licensor shall provide a credit equal to (1) day off of the MRC for the affected cross-connect service.
   2. Licensee shall be allowed to obtain services and interconnect with any vendor within the Premises and shall be allowed access to all cable risers and meet me rooms in the building.
4. **HVAC and Environmental Controls Requirements; Credits**
   1. Licensor shall provide HVAC and environmental controls that will maintain a maximum ambient temperature of 78 degrees Fahrenheit (±2 degrees Fahrenheit). If Licensor fails to meet these requirements, Licensee shall be entitled to a credit equal to one (1) days MRC for the charges for space for every six (6) hours that the HVAC and environmental control requirements remain unmet.
5. **Access to Site Requirements**
   1. Licensor shall provide Licensee unescorted access to the premises and Licensee’s space and equipment twenty four (24) hours per day, seven (7) days per week and three hundred and sixty-five (365) days per year. If Licensee’s employee or representative with approved credentials is denied access to the premises and/or Licensee’s space/equipment by Licensor, Licensee shall be entitled to a credit equal to one (1) week of the MRC fees for the site for each such incident.
6. **Application of Credits; Other Remedies**
   1. On a monthly basis, Licensor shall be required to calculate and track the credits due to Licensee under the Agreement and apply the credits on the next monthly invoice. The application of the credits described above shall not prevent Licensee from pursuing any and all remedies available to it at law or in equity.
7. Licensor shall supply fire suppression in all areas at the Premises and shall be responsible for repairing and maintaining system in compliance with telecommunications industry standards
8. **Reporting:**
   1. On a monthly basis Licensor shall track all missed service level performance objectives including, but not limited to, order delivery/provisioning, service level performance related to power, service level performance related to environmental controls, service level performance related to cross connects, service level performance related to all other services provided by Licensor to Licensee.
   2. In the event of any service interruption, Licensor shall, within 5 business days of any such event, provide to Licensee a post mortem root cause analysis along with any appropriate process changes to ensure such outage or interruption of service does not recur.
9. Licensor shall provide and update as necessary to maintain accuracy to Licensee, on a form reasonably acceptable to Licensee a comprehensive contact schedule and escalation list for each department up to and including the senior executive level.