

**ADDENDUM
REGARDING SERVICE LEVEL AGREEMENT
FOR BUSINESS FIBER PREMIUM SERVICE ONLY
(FOR INTERNET AND WIDE AREA NETWORK ONLY)**

THIS ADDENDUM (the “Addendum”) amends and supplements the MetroNet Advanced Services Agreement, Business Services Agreement or other services agreement (the “Agreement”) of the Customer signing below and is dated as of the same date.

All capitalized terms used herein and not otherwise defined in this Addendum will have the meanings set forth in the Agreement.

The following new Section, **Service Level Agreement**, is added to the Terms and Conditions incorporated in the Agreement:

SERVICE LEVEL AGREEMENT

1) NETWORK OPERATIONS DEFINITIONS:

- (a) Availability. "Availability" is the amount of time MetroNet's Fiber Service is available for use, i.e. not subject to a total loss or interruption of transmission or signal.
- (b) Customer Premises. “Customer Premises” is the place at the Customer’s location where the MetroNet equipment needed to provision the Fiber Service is installed by MetroNet.
- (c) Emergency Maintenance or Repair. “Emergency Maintenance or Repair” is work which, if not accomplished immediately by MetroNet or third party provider, could result in a serious degradation or loss of Fiber Service to the Customer. Emergency Maintenance or Repair includes emergency maintenance or repair of network, equipment and power facilities.
- (d) Excluded Outages. “Excluded Outages” are outages: (i) arising out of or related to the acts or omissions of Customer or others authorized by Customer; (ii) during any period of Force Majeure; (iii) arising out of or related to a breach by Customer of its obligations under the Agreement or outages during any period of Customer default; (iv) a result of Planned Maintenance or Repair or other scheduled maintenance, alteration or implementation; (v) arising out of or related to Customer’s or third party’s network or equipment failure; (vi) due to failure of power; (vii) during any period in which MetroNet is not given access to the Customer or Customer’s end-user’s premise if necessary to resolve an outage; (viii) when a Fiber Service, in whole or in part, is Off Net to MetroNet; and, (ix) during any period when the Customer chooses to delay repair and/or testing to proceed.
- (e) Force Majeure. “Force Majeure” events are causes beyond MetroNet’s reasonable control, including but not limited to acts of God, fire, explosion, vandalism, cable cuts, storms or other similar catastrophes; failures, shortages or unavailability or other delay in delivery by a third party supplying services, equipment, fiber, network or access rights to MetroNet; any law, order, regulation, direction, action or request of the United States government, or of any other government, including state and local governments having jurisdiction over either of the parties, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military

authority; national emergencies; insurrections, riots, wars, or strikes, lockouts, work stoppages or other labor disputes or difficulties.

- (f) Jitter. "Jitter" is the variation in Latency from a MetroNet Gateway to the Customer Premises.
- (g) Latency. "Latency" is the time it takes a data packet to travel from a MetroNet Gateway to the Customer Premises.
- (h) MetroNet Gateway. "MetroNet Gateway" shall be defined as a test point on MetroNet's network from which availability and performance objectives can be measured.
- (i) Off Net. "Off Net" means a service which is licensed by MetroNet from a third party to provide, in whole or in part, a given Fiber Service to a specific Customer or end-user premise or location.
- (j) On Net. "On Net" means a Fiber Service provisioned entirely on MetroNet's network. Notwithstanding any other provision of this Agreement, no Fiber Service shall be considered "On Net" if a circuit associated with the Fiber Service is licensed from a third party to serve a specific Customer or end user premises or location.
- (k) Outage. "Outage" shall be defined as a measure of the time that there is (i) a total loss or interruption of transmission or signal (an "Availability Outage"), or (ii) the Service Elements of a Fiber Service do not perform equal to or better than the Performance Objectives stated below (a "Performance Outage").
- (l) Packet / Frame Loss. "Packet/Frame Loss" is the percentage of data packets not received at the Customer Premises with respect to data packets transmitted from a MetroNet Gateway to the Customer Premises.
- (m) Planned Maintenance or Repair. "Planned Maintenance or Repair" includes network upgrades and repairs, equipment upgrades and repairs, cable upgrades and repairs, and power upgrades and repairs. Supplier will endeavor to provide Customer ten (10) business days' notice for Planned Maintenance, and Customer agrees to accept these notices electronically via email or other electronic means.

2) SERVICE OUTAGE CREDITS:

- (a) Fiber Service Availability and Performance Standards shall be measured by averaging performance of the relevant metric over a calendar month. Availability and Performance Standards are only applicable for valid service frames that meet the service specifications of the Fiber Service purchased by the Customer. Examples of invalid service frames for purposes of calculating monthly average Availability and the Performance Standards set forth below include but are not limited to: invalid (improperly marked or malformed) Ethernet frames, traffic in excess of the contracted Fiber Service rate, and excessive broadcast/multicast traffic.

- (b) Availability Outage Credits. Customer shall be eligible to receive the following credits when there is an Availability Outage:

Table 1: Availability Service Outage Credits

Business Fiber Premium Service ONLY (99.99% Availability)	
Cumulative Outage (in hrs:mins:secs)	Outage Credit (% of MRC)
0:00:00 – 1:00:00	None
1:00:01 – 10:00:00	5%
10:00:01 – 12:00:00	10%
12:00:01 – 16:00:00	15%
16:00:01 – 20:00:00	20%
20:00:01 – 24:00:00	30%
24:00:01 or greater	50%

- (b) Performance Outage Credits. Customer shall be eligible to receive the following credits when there is a Performance Outage:

Table 2: Performance Standard

Business Fiber Premium Service ONLY Measured from a MetroNet Gateway to the Customer Premises	
Latency (ms) (one way)	< 10ms per 500 miles
Jitter (ms) (one way)	< 5ms per 500 miles
Packet / Frame Loss (%)	< 1%

Table 3: Latency/Jitter/ Packet Loss Service Outage Credits

Business Fiber Premium Service ONLY	
Cumulative Duration of Service Level Failure(s)	Service Outage Credit (% of MRC)
>2 hrs. to 4 hrs.	5%
>4 hrs. to 10 hrs.	5%
>10 hrs. to 12 hrs.	10%
>12 hrs. to 16 hrs.	15%
>16 hrs. to 20 hrs.	20%
>20 hrs. to 24 hrs.	30%
>24 hrs.	50%

- (c) A Service Outage shall be measured from the time Customer reports to MetroNet that an Outage has occurred (regardless of when the Outage actually commenced) and shall be deemed to terminate upon restoration of the affected Fiber Service as evidenced by appropriate network test by MetroNet. In addition, Performance Standards shall be measured from end-to-end as much as possible within MetroNet's network; for example, from the Customer premises to the most distant MetroNet Gateway used to provision the Fiber Service. Customer shall, within thirty (30) days of such Outage, provide MetroNet with a written demand for the credit set forth in this Section by emailing business-customer-service@metronetinc.com. If Customer fails to provide such notice, the credit shall be deemed waived. An Outage will not be deemed to have occurred in the event that it arises from or relates to an Excluded Outage. The maximum credit that may be earned for a particular Fiber Service in a calendar month shall not exceed one hundred percent (100%) of the monthly rate charged by MetroNet for that particular Fiber Service in that month irrespective of the number or length of periods of Outage of that Fiber Service in

that month. Service Outage Credits shall be Customer’s sole and exclusive remedy with respect to Fiber Service outages, interruptions, delays, failures, or other defects in Fiber Service. A Service Outage shall not be deemed a default by MetroNet. Under no circumstance shall Customer be entitled to an Availability Service Outage Credit and a Performance Outage Credit for the same Outage or during the same Outage period.

3) **RESPONSE AND RESTORATION OBJECTIVES:**

(a) Objective measured as an average over one (1) month.

Table 4: Response and Restoration

Business Fiber Premium Service ONLY	
Category	Objective
Mean Time to Respond (verbal response)	30 Minutes
Mean Time to Respond On Site (if needed)	2 Hours
Mean Time to Restore Equipment	6 Hours
Mean Time to Restore Services	8 Hours

MetroNet will use commercially reasonable efforts to respond and restore Fiber Service in accordance with the above objectives, subject to events of Force Majeure. Failure to meet any such objective will not result in eligibility for a Service Outage Credit. Objectives shall be measured from the time Customer reports to MetroNet that an Outage has occurred (regardless of when the Outage actually commenced).

IN WITNESS WHEREOF, this Addendum is executed as of the date of the Agreement.

Name: Kristina Snyder

Title: VP, Carrier Services