



INTERNET SERVICES SERVICE LEVEL AGREEMENT NORTH AMERICA

This Service Level Agreement (SLA) is a part of the Master Services Agreement (MSA or Agreement) between Customer and EPIK. Capitalized terms used herein that are not defined in this SLA shall have the meaning attributed to them in the MSA.

1. SERVICE COMMITMENT.

EPIK is committed to providing a reliable, high-quality network to support its high-speed network services (Service). As part of this commitment, EPIK is pleased to offer eligible Customers the following guarantees as concerns the Service in the United States and Canada:

- Installation Guarantee
- Network Availability Guarantee
- Network Latency Guarantee

The Latency Guarantee and Packet Delivery Guarantee apply to EPIK Managed Internet Access Customers only.

If EPIK fails to meet any of these guarantees, it will provide eligible Customers with a Service Credit, as set forth below in this Service Level Agreement.

2. GUARANTEES.

A. INSTALLATION GUARANTEE.

For each of the Services listed below, EPIK guarantees connectivity for Customers will be installed within the corresponding timeframe, as measured from the date an order has been validated and entered into EPIK's provisioning system by its Account Coordination team.

- On-Net: 20 business days
- T1 / EI: 40 business days
- T3 / E3: 60 business days
- Ethernet Loop: 60 business days

An order will not be validated until a signed Order Form, MSA and any other required documentation specified by EPIK, has been received, validated, approved and entered into EPIK's provisioning system by its Account Coordination team. Additional required documentation may include a completed credit application and a completed questionnaire for IP Allocation as well as completed questionnaires for BGP, SMTP and DNS configurations when requested by the customer on the IP Allocation Questionnaire.

For point-to-point connections, the port with the longest install time governs the entire order, e.g., if one port is On-Net and the other port requires an Ethernet Loop, the longer install time corresponding to the Ethernet Loop applies to both orders.

If EPIK fails to meet these commitments, Customer will receive, at Customer's request, one (1) month Service Credit. Customer may obtain no more than one (1) month Service Credit for any given month. EPIK's Installation Guarantee is subject to the following conditions:

- Customer or its representative must cooperate with EPIK in the installation process, which includes accurate completion of an Order Form containing detailed demarcation information and other onsite contact listings. Changes in an Order Form made by or on behalf of Customer or the occurrence of events outside the reasonable control of EPIK, such as Force Majeure (as defined in the MSA), may result in delays for which EPIK is not responsible hereunder.
- Customer or its representative must be physically present at the time of installation and must provide access to the designated building's phone closet(s) on the date(s) agreed to by EPIK's Installation Coordination Department. Such building access and escort must also be provided to other necessary personnel to perform the installation of the connection.
- This Installation Guarantee applies to the interval between the original order date and original Installation Guarantee date. If Customer requests a change to an order date during implementation of Service, the Installation Guarantee date shall, at EPIK's sole discretion, begin again upon change acceptance.
- The Service Credit for failure to meet the Installation Guarantee is not available to Customers for whom installation charges have been waived or reduced.

B. NETWORK AVAILABILITY GUARANTEE.

EPIK guarantees Network Availability of the Service of 99.99% across its or its partners' facilities-based nationwide backbone and metropolitan Network. If the EPIK Network experiences Network Unavailability for more than 30 consecutive minutes, Customer will receive, at Customer's request, one (1) day Service Credit for each cumulative hour of Network Unavailability in any calendar month. Provided the EPIK Network experiences at least one (1) hour of Network Unavailability in any given calendar month, additional Network Unavailability of less than one (1) hour will result in a proportional Service Credit. (Example: 2 hours, 15 minutes of Network Unavailability will result in 2.25 days Service Credits.) Customer may obtain no more than one (1) month Service Credit for any given month.

C. NETWORK LATENCY GUARANTEE.

For Dedicated Internet Access customers only, the monthly average Network Latency for packets carried over the EPIK Network between Backbone Hubs for the following regions is as specified: Intra-North America: 60 milliseconds or less

Network Latency (or Round trip time) is defined as the average time taken for an IP packet to make a round trip between Backbone Hubs within the regions specified above on the EPIK Network. EPIK monitors aggregate latency within the EPIK Network by monitoring round-trip times between a sample of Backbone Hubs on an ongoing basis.

After being notified by Customer of Network Latency in excess of the rates specified above, EPIK will use commercially reasonable efforts to determine the source of such excess Network Latency and to correct such problem to the extent that the source of the problem is on the EPIK Network. If EPIK fails to remedy such Network Latency within two (2) hours of being notified of any excess Network Latency and average Network Latency for the preceding 30 days has exceeded the rates specified above, Customer will receive, at Customer's request, a Service Credit for the

Initial: _____



period from the time of notification by the Customer until the average Network Latency for the preceding 30 days is less than the rates specified above. Customer may obtain no more than one (1) month Service Credit for any given month.

3. ADDITIONAL DEFINITIONS.

Dedicated Internet Access or Internet Transit refers to EPIK’s Layer 3 service that provides customers access to the public Internet.

Backbone Hub means a major network facility owned, operated, or controlled by EPIK which is directly connected to the EPIK or EPIK partner fiber backbone network and which contains at least one Gigabit Switch Router (GSR). In larger metropolitan markets containing more than one such facility, one facility in that market will be designated as a Backbone Hub for the purpose of calculating the monthly average Network Latency.

On-Net means buildings that are directly connected to the EPIK Network and/or EPIK partner Network and, as such, do not require EPIK to lease a third-party local loop in order to provide connectivity.

EPIK Network means the telecommunications/data communications network and network components owned, operated or controlled by EPIK, including EPIK’s and/or EPIK Partner national fiber backbone, its metropolitan fiber networks, any equipment connected to such fiber, and the software, data and know-how used by EPIK in the provision of the Services. Where EPIK provides Service to a building through its own facilities, the EPIK Network includes those facilities. The EPIK Network does not include customer premises equipment, customer-ordered telephony circuits, and any networks or network equipment not operated and controlled by EPIK.

Monthly Recurring Charge means the fixed, recurring charge invoiced by EPIK to Customer on a monthly basis for the Service, exclusive of any variable charges based upon Customer usage.

Network Unavailability means the number of minutes that the EPIK Network was not available to Customer, including the number of minutes that the EPIK Network was not available associated with any non-Scheduled Maintenance to the EPIK Network. Network Unavailability will not include Scheduled Maintenance, or any unavailability resulting from: (a) problems with or maintenance on Customer’s applications, equipment or facilities; (b) acts or omissions of Customer or an authorized user; (c) unavailability caused by companies other than EPIK, except EPIK-ordered telephony circuits; or (d) Force Majeure.

Scheduled Maintenance means any maintenance of the EPIK Network (or portion thereof) to which Customer’s router is connected that is performed during a standard maintenance window in North America from 3:00am to 7:00am (local time of the EPIK Hub to which Customer’s circuit is connected) except the Pacific time zone where the window is from 2:00am to 6:am PAC. Customers will be notified via Email at least two (2) business days in advance of any scheduled maintenance that is likely to effect their service. In most cases, maintenance performed will not take the full configuration window, however, EPIK will inform Customer as to anticipated duration in the maintenance notification E-mail.

Service Credit means

- One (1) day Service Credit = 1/30th of Customer’s Monthly Recurring Charges.
- One (1) week Service Credit = 7/30ths of Customer’s Monthly Recurring Charges.
- One (1) month Service Credit = Full amount of Customer’s Monthly Recurring Charges.

If EPIK approves a claim for Service Credit for failure to comply with the Installation Guarantee, Service Credit shall mean EPIK’s charge for Customer’s first full month of the Service, not including installation charges or other start -up fees.

4. SERVICE CREDIT CLAIM PROCESS.

In order to initiate a claim for Service Credit, Customer must contact EPIK’s customer service group within seven (7) business days after the end of the month for which credit is requested. The Service Credit request must provide: (a) the Customer name and contact information; (b) the date and beginning/end time of the claimed outage or failed metric; and (c) a brief description of the characteristics of the claimed outage or failed metric. Customer will be notified via e-mail upon resolution of the request. If rejected, the notification will specify the basis for rejection. If approved, EPIK will issue Service Credit to Customer’s account, appearing on the next invoice issued. Multiple Service Credits will not be given for the same period of time, *i.e.*, failure to meet multiple criteria during a period of time generates only a single Service Credit. The total number of all Service Credits for all failures to meet Guarantees occurring in a given month may not exceed the total Monthly Recurring charge actually paid by Customer for Service during that month. Service Credits will be credited against a Customer’s monthly payment for Monthly Recurring Charges and may not be received in the form of a refund. The Guarantees and Service Credits provided for in this SLA assume compliance by Customer with the terms and conditions of its MSA with EPIK, and the failure of Customer to comply with those terms and conditions may in validate EPIK’s guarantees provided herein. No credit is available for a Customer (a) that is blocking EPIK from monitoring Customer’s premises router; (b) that does not provide the necessary access to personnel and facilities at the Customer’s premises to enable EPIK to perform comprehensive troubleshooting; or (c) whose account is not in good financial standing with EPIK. EPIK is not liable for failure to fulfill its obligations hereunder if such failure is due to Customer’s use of bandwidth in excess of the maximum amount specified in Customer’s MSA, Customer’s tampering with any equipment, or acts beyond EPIK’s reasonable control, such as Force Majeure.

Company: _____

Name: _____

Sign: _____

Date: _____