



## Service Level Attachment

### 1. Service Level Attachment

a. The following Service Level Terms and Conditions are incorporated into the signed Service Agreement between you (“You” or “Customer”) and Reallinx, Inc. (“Reallinx”) that refers to this Service Level Attachment. This Service Level Attachment constitutes the service level commitment of Reallinx to you as a broadband customer and/or VOIP customer.

b. Please review this Service Level Attachment. By signing the one page contract referencing these terms, you agree to be bound by the Service Level Terms and Conditions set forth in this document.

c. If Reallinx makes a change to this Service Level Attachment that has a material impact on the Service, you will be provided notice of that change. Your continued use of the Service following such notice constitutes your acceptance of those changes.

### 2. Definitions

The following terms and definitions shall be used in this Service Level Attachment ("SLA"):

Access Facility ("AF") - The physical connection between a Customer node and the Reallinx Network

Measurement Period - The measurement period begins on the first day of each month and ends on the last day of such month. For service initiation, the measurement period begins on the first day of the next full month after service is initiated. For service termination, the final measurement period is considered the last full month prior to service termination.

Service Connection - A generic term for your contracted broadband service.

VOIP – A generic term for your Voice over IP Service

VOIP Outage - A “VOIP Outage” is defined as when Customer cannot make or receive any calls because of application or network issues related to network elements directly under Reallinx’s control.

### 3. Service Connection Features

Reallinx Service Connections consist of three components, a physical link, an IP connection between the customer and the internet, and the appropriate CPE. The physical link will generally be a DSL or a DS-1 connection (access) from the Customer's business location to the Internet.

### 4. Network Availability



#### 4.1. Service Level Commitment

For the Service Connections provided to Customer under the Agreement with Reallinx, Reallinx is committed to maintain an end to end, Network Availability (as defined below) of ninety-nine and nine-tenths percent (99.9 %) for xDSL service, one hundred percent (100%) for T1 services. This is across the entire Reallinx network and not specific to any single customer line.

#### 4.2. Measurement and Calculation

“Network Availability” is the ratio the time the core network is capable of accepting and delivering information to the total time in the Measurement Period. Network Availability is expressed as a percentage.

The calculation for Network Availability is:

$$\frac{\text{SUM of (Total Minutes in Measurement Period – Total Minutes of Downtime in Measurement Period)} \times 100\%}{\text{Total Minutes in Measurement Period}}$$

#### 4.3. Components Included

- This is a network wide measurement

#### 4.4. Components Excluded

The following shall be excluded from any network outage time when calculating the Network Availability:

- Network downtime during scheduled maintenance windows of Reallinx or its vendors
- The failure of any components due to negligence or intentional misconduct of the Customer
- All Customer Premise Equipment (“CPE”), whether or not provided by Reallinx
- Network downtime during which Reallinx cannot access required facilities due to inaccessibility beyond Reallinx' reasonable control
- Network Downtime due to Acts of God or nature
- Failures due to the local loop
- Network Downtime due to scheduled maintenance, caused by the act or failure to act of Customer or any party other than Reallinx or caused by any action or event beyond Reallinx' reasonable control
- Network Downtime due to failure of any network or system provided by customer or any third party.
- All ADSL and IDSL services

#### 4.5. Network Availability Remedies

Upon notification by the Customer and verification by Reallinx that the actual Network Availability is below the committed Network Availability for the Measurement Period, Reallinx shall apply a credit equal to fifteen percent (15%) of the monthly service charge under the Agreement for each line validated outages in the applicable Measurement Period. Such credit shall be Customer's sole and exclusive remedy for Reallinx' failure to meet the committed Network Availability. Customer must request credit within sixty (60) days of the validated outage. RealLinx reserves the right to determine if an outage is considered a validated outage. Customer payables must be current prior to receiving any



credits. Requests for credits may take up to 30 days to research and review, customer is responsible for paying current invoices and will receive a credit after the 30 day review period.

## 5. Throughput

### 5.1. Service Level Commitment

Latency to the Internet Gateway from the Customer CPE will not exceed 60ms.

### 5.2. Measurement and Calculation

Throughput is the ability of the network to transmit traffic without loss or error at the contracted connection speed, measured over the Measurement Period.

Latency to the gateway will not exceed 60ms.

### 5.3. Excluded Items

The following shall be excluded from any determination of Throughput:

- The failure of the CPE or any components on the Customer side of the CPE, whether or not such CPE was provided by Reallinx
- Service degradation during Reallinx' scheduled maintenance windows
- The failure of any components due to negligence or intentional misconduct of the Customer
- Service degradation during which Reallinx cannot access required facilities due to inaccessibility beyond Reallinx' reasonable control
- Service degradation due to Acts of God or nature
- Any lines added, removed, or re-configured during the month
- Service degradation due to the local loop
- Network Downtime or Service Degradation due to failure of any network or system provided by customer or any third party.
- Network Downtime caused by the act or failure to act of Customer or any party other than Reallinx or caused by any action or event beyond Reallinx' reasonable control
- All ADSL and IDSL services

### 5.4. Throughput Remedies

Upon notification by the Customer and verification by Reallinx that the actual Throughput is below the Committed Throughput for the Measurement Period, Reallinx shall apply a credit equal to fifteen percent (15%) of the monthly service connection charge for each line that fails to meet the Committed Throughput in the applicable Measurement Period. Such credit shall be Customer's sole and exclusive remedy for Reallinx' failure to meet the committed Throughput. Customer must request credit within sixty (60) days of the validated outage. Reallinx reserves the right to determine if an outage is considered a validated outage. Customer payables must be current prior to receiving any credits. Requests for credits may take up to 30 days to research and review; customer is responsible for paying current invoices and will receive a credit after the 30 day review period.

## 6. Mean Time To Respond



### 6.1. Service Level Commitment

Reallinx is committed to maintain a maximum response time of (one) 1 hour. Reallinx will accept trouble calls from Customer 24-hours a day, 7 days a week. Within one (1) hour of opening a trouble ticket, an Reallinx representative will attempt to contact the Customer through the trouble ticket system and inform the Customer of the Estimated Time to Repair (“ETTR”). If a significant change in the ETTR occurs, Reallinx will attempt to provide an update to the ETTR to the Customer.

### 6.2. Measurement and Calculation

Elapsed time is measured from the time a particular trouble ticket is opened by Reallinx to the time Reallinx attempts to contact the Customer with a status update of the trouble reported. The “Mean Time to Respond” calculation is as follows:

SUM of (Time Representative Attempts to Contact Customer - Time Trouble Reported)

### 6.3. Excluded Items

The following shall be excluded from any determination of Mean Time To Respond:

- When response is not met due to Acts of God or nature, scheduled maintenance, the act or failure to act of Customer or any party other than Reallinx or any action or event beyond Reallinx' reasonable control
- When response is not met due to of any network or system provided by customer or any third party.
- All ADSL and IDSL services

### 6.4. Mean Time to Respond Remedies

Upon notification by the Customer and verification by Reallinx that the committed Mean Time to Respond is not met for the Measurement Period, Reallinx shall apply a credit equal to fifteen percent (15%) of the monthly service connection charge for each line included in the trouble ticket for which Reallinx did not meet the committed Mean Time to Respond. Such credit shall be Customer's sole and exclusive remedy for Reallinx'; failure to meet the committed Mean Time to Respond. Customer must request credit within sixty (60) days of the validated outage. Reallinx reserves the right to determine if an outage is considered a validated outage. Customer payables must be current prior to receiving any credits. Requests for credits may take up to 30 days to research and review; customer is responsible for paying current invoices and will receive a credit after the 30 day review period.

## 7. Mean Time To Repair

### 7.1. Service Level Commitment

For SDSL circuits, Reallinx is committed to maintain a maximum of 24-hour repair time for service problems that do not require on-site dispatches and a maximum of 48-hour repair time for service problems that require on-site dispatches.

For DS-1, DS-3 and VOIP service, Reallinx is committed to maintain a maximum of a 4 hour repair time.



## 7.2. Measurement and Calculation

Elapsed time is measured from the time the trouble ticket is opened by Reallinx to the time service is restored to normal operating performance. The calculation for “Mean Time to Repair” is as follows:

Mean Time to Repair (Without On-Site Dispatches) =

[Total Outage Time (hours) for all Trouble Tickets (no dispatch)]  
[Total Number of Trouble Tickets (no dispatch)]

Mean Time to Repair (With On-Site Dispatches) =

[Total Outage Time (Hours) for all Trouble Tickets (On-site Dispatches)]  
[Total Number of Trouble Tickets (On-site Dispatches)]

## 7.3. Excluded Items

The following shall be excluded from any determination of Mean Time To Repair:

- Trouble tickets due to the failure of the CPE or any components on the Customer side of the CPE, whether or not such CPE was provided by Reallinx
- Trouble tickets due to Reallinx' scheduled maintenance windows
- Trouble tickets due to the failure of any components due to negligence or intentional misconduct of the Customer
- Trouble tickets for which Reallinx cannot access required facilities due to inaccessibility beyond Reallinx' reasonable control
- Trouble tickets due to Acts of God or nature
- Trouble tickets related to any lines added, removed, or re-configured during the month
- Trouble tickets associated with lines used as backup or alternate routes
- When response is not met due to of any network or system provided by customer or any third party.
- “No Trouble Found” trouble tickets
- Failures due to the local loop
- Trouble Tickets caused by the act or failure to act of Customer or any party other than Reallinx or caused by any action or event beyond Reallinx' reasonable control
- All ADSL and IDSL services

## 7.4. Mean Time to Repair Remedies

Upon notification by the Customer and verification by Reallinx that the actual Mean Time to Repair level is below the committed level, Reallinx shall apply a credit equal to fifteen percent (15%) of the monthly service connection charge for each line included in the trouble tickets for which Reallinx did not meet the committed Mean Time to Respond. Such credit shall be Customer's sole and exclusive remedy for Reallinx' failure to meet the committed Mean Time to Repair. Customer must request credit within sixty



(60) days of the validated outage. RealLinx reserves the right to determine if an outage is considered a validated outage. . Customer payables must be current prior to receiving any credits. Requests for credits may take up to 30 days to research and review, customer is responsible for paying current invoices and will receive a credit after the 30 day review period.

## 8. Remedies - General

### 8.1. Maximum Allowable Remedy

At no time will multiple remedies be provided to the Customer for the same, similar or related troubles on the same line. Reallinx shall have no liability for any failure of any Reallinx network, service or equipment to meet the forgoing guidelines due to scheduled maintenance, caused by the act or failure to act of Customer or any party other than Reallinx or caused by any action or event beyond Reallinx' reasonable control. Customer's sole and exclusive remedy for Reallinx' failure to meet the committed Network Availability or other failure to meet the foregoing guidelines shall be the credit outlined in the applicable section. The maximum allowable remedy in a given Measurement Period will be fifteen percent (15%) for each line affected. Customer must request credit within sixty (60) days of the validated outage. RealLinx reserves the right to determine if an outage is considered a validated outage.

THE CUSTOMER UNDERSTANDS THAT THE SERVICES, NETWORKS AND EQUIPMENT REFERRED TO HEREIN WILL BE FURNISHED "AS IS" AND WITH ALL FAULTS. OTHER THAN ANY LIMITED WARRANTY THAT MAY BE GIVEN TO CUSTOMER UNDER THE AGREEMENT, REALLINX MAKES AND CUSTOMER RECEIVES NO WARRANTIES, EXPRESS, IMPLIED, STATUATORY, IN THIS SLA OR IN ANY COMMUNICATION WITH CUSTOMER REGARDING SUCH SERVICES, NETWORK OR EQUIPMENT. REALLINX SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. REALLINX EXPRESSLY DISCLAIMS RESPONSIBILITY FOR ARISING OUT OF OR BASED UPON THE CONTENT OF INFORMATION TRANSMITTED BY CUSTOMER OR THE RESULTS OF ANY TRANSMISSION. REALLINX DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES, NETWORKS OR EQUIPMENT COVERED BY THIS SLA WILL BE UNINTERRUPTED OR ERROR FREE.