



Service Level Agreement

During the Term of the Agreement under which Gigabit Fiber has agreed to provide Service to Customer, Gigabit Fiber will provide the Covered Service with a Monthly Uptime Percentage to Customer as follows (the "Service Level Objective" or "SLO"):

Covered Service	Monthly Uptime Percentage
Standard Service	$\geq 99.9\%$
High-Availability (HA) Service	$\geq 99.99\%$

If Gigabit Fiber does not meet the Service Level Objective, and if Customer meets its obligations under this SLA, Customer will be eligible to receive the Financial Credits described below. This SLA states Customer's sole and exclusive remedy for any failure by Gigabit Fiber to meet the SLO.

Definitions that apply to the SLA:

"Covered Service" means (i) for Standard Service, Dark Fiber point-to-point, unprotected Carrier Ethernet, Direct Internet Access or as defined on the Service Order and (ii) for HA Services, Dark Fiber ring and protected Carrier Ethernet or as defined on the Service Order.

"Downtime" means a provisioned Covered Service unable to serve any traffic.

"Downtime Period" means a period of 120 consecutive seconds of Downtime. Intermittent Downtime for a period of less than 120 consecutive seconds will not be counted towards any Downtime Periods. Downtime does not include outages caused by Force Majeure events as described in the Agreement or outages caused by actions of Customer or Customer's Users, including a failure to comply with the terms of the Agreement or the Acceptable Use Policy.

"Financial Credit" means the following for Standard Services:

Monthly Uptime Percentage	Percentage of monthly bill for the Covered Service which does not meet SLO that will be credited to future monthly
99.0% - <99.9%	25%
<99.0%	50%

"Financial Credit" means the following for HA Services:

Monthly Uptime Percentage	Percentage of monthly bill for the Covered Service which does not meet SLO that will be credited to future monthly
99.9% - <99.99%	10%
<99.0% - <99.9%	25%
<99.0%	50%

"Monthly Uptime Percentage" means the total number of minutes in a month, minus the number of minutes of Downtime suffered from all Downtime Periods in a month, divided by the total number of minutes in a month.

Customer Must Request Financial Credit

In order to receive any Financial Credits described above, Customer must notify Gigabit Fiber technical support within thirty (30) days from the time Customer becomes eligible to receive a Financial Credit. Customer must also provide Gigabit Fiber with log files showing Downtime Periods and the date and time that they occurred. If Customer does not comply with these requirements, Customer will forfeit its right to receive a Financial Credit. If a dispute arises with respect to this SLA, Gigabit Fiber will make a determination in good faith based on its system logs, monitoring reports, configuration records, and other available information, which Gigabit Fiber will make available for auditing by Customer at Customer's request.

Maximum Financial Credit

The aggregate maximum number of Financial Credits to be issued by Gigabit Fiber to Customer for any and all Downtime Periods that occur in a single billing month will not exceed 50% of the amount due from Customer for the Covered Service for the applicable month. Financial Credits will be made in the form of a monetary credit applied to future use of the Service and will be applied within sixty (60) days after the Financial Credit was requested.