Service Level Agreement

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

Covered Service	Availability Goal
Dedicated Internet Access & Ethernet	>=99.99%
Wave Services	>=99.5%
Dark Fiber	>=99.0%

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:

Availability Goal. Gigabit Fiber maintains availability goals in the chart above on all Service Agreement(s) services and strives to repair all service-impacting conditions within four (4) hours of discovery. Convergence/ Healing/ Recovery/ Loss time for a failed node would be less than one (1) second on a protected self-healing ring. Availability Goal 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.

Downtime. Customer acknowledges the possibility of an interruption in Service that results in a partial or total disruption of Service, which, subject to the exclusions and restrictions noted below, constitutes a "**Downtime.**" If a Service experiences Downtime ("**Affected Service**"), Gigabit Fiber, upon discovery of the Downtime, will immediately commence work to repair the Affected Service. Downtime, by definition, for the purposes of this document, is a Covered Service unable to serve any traffic.

Downtime Period. 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 Period does not include outages caused by ("**Downtime Exclusions**") outlined below.

"Financial Credit" means the following for Dedicated Internet Access & Ethernet Services:

Availability Goal	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%

"Financial Credit" means the following for Wave Services:

Availability Goal	Percentage of monthly bill for the Covered Service which does not meet SLO that will be credited to future monthly
99.0% - <99.5%	10%
98.5% - <99.0%	25%
<98.5%	50%

"Financial Credit" means the following for Dark Fiber Services:

Availability Goal	Percentage of monthly bill for the Covered Service which does not meet SLO that will be credited to future monthly
98.5% - <99.0%	10%
98.0% - <98.5%	25%
<98.0%	50%

Trouble Ticket. To receive a Downtime Credit, Customer must initiate a trouble ticket at the time of the Downtime by contacting Gigabit Fiber. The Downtime shall be deemed to have commenced upon verifiable notification of downtime and initiation of trouble ticket. The Downtime shall end upon restoration of the Affected Service as evidenced by appropriate network tests by Gigabit Fiber.

Downtime Exclusion. Downtime shall not be deemed to have occurred in the event that the Service is unavailable or impaired due to any of the following (each, "Downtime Exclusion"):

a. Interruptions on a Service for which the start of Service has not yet commenced.
b. Interruptions caused by the negligence, error or omission of Customer or others authorized by Customer to access, use or modify the Service or equipment used by Customer.
c. Interruptions due to power failure at Customer premises, or the failure or poor performance of Customer provided equipment (CPE).
d. Interruptions during any period in which Gigabit Fiber or its agents are not afforded access to the premises where the access lines associated with the Service are terminated, providing such access is reasonably necessary to prevent a degradation or to restore Service.
e. Interruptions during any period that Gigabit Fiber has communicated to Customer that the Service will be unavailable for maintenance or grooming purposes, or Customer has released the Service to Gigabit Fiber for the installation of a Service.
f. Interruptions during any period that Customer elects not to release the Service for testing and/or repair and continues to use it on an impaired basis.
g. Interruptions resulting from Force Majeure.
h. Interruptions resulting from Customer's use of any Service in an unauthorized or unlawful manner.
i. Interruptions resulting from a Gigabit Fiber disconnect for cause.
j. Interruptions resulting from incorrect, incomplete or inaccurate service orders or other documentation or direction from Customer (including without limitation Customer's over subscription of circuits).
k. Interruptions due to improper or inaccurate network specifications provided by Customer.
l. Special configurations of a Service that have been mutually agreed to by Gigabit Fiber and Customer, provided however that Gigabit Fiber or a third-party vendor may provide a separate

service level agreement to Customer for those special configurations.

m. Gigabit Fiber's inability to initiate Service by the applicable installation date.

n. Interruptions in service not caused by failure of the Gigabit Fiber network (e.g., interruptions caused by Customer internal Local Area Network (LAN), Customer's equipment or caused by a third party network service provider).

o. Interruptions resulting from a third-party fiber cut.

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.