

# Service Level Agreement:

## Network Latency:

BBCOM will meet or exceed than the following average roundtrip latency times:

<b>Contiguous U.S.</b>	65 Msec roundtrip
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Latency measurement is between BBCOM's inter-city transit backbone routers in the contiguous U.S. In the event that BBCOM fails to meet the latency measurement set forth above and Customer's service is affected, Customer will be eligible to receive a credit equal to one day of the monthly recurring service fees (excluding local access circuit charges) associated with the affected service for the month in which the latency measurement is not met.

Latency failures caused by network maintenance, repairs, improvements or modifications deemed necessary by BBCOM, in its sole discretion, or by Force Majeure events do not apply and any resulting latency data will not be used in the calculation of the monthly latency measurement.

## Packet Delivery:

BBCOM will meet or exceed the following packet delivery percentages between BBCOM inter-city transit backbone routers by service plan:

<b>Packet Loss</b>	.30%
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In the event that BBCOM fails to meet its packet delivery target in any given calendar month, Customer will be eligible to receive a credit equal to one day of the monthly recurring service fee (excluding local access circuit charges) for the affected service for the month in which the packet delivery target is not met.

Packet delivery failures caused by network maintenance, repairs, improvements or modifications deemed necessary by BBCOM, in its sole discretion, or by Force Majeure events do not apply and any increments of time affected by such events will not be used in the calculation of the monthly packet delivery measurement.

## Network Availability:

BBCOM is committed to delivering each month, BBCOM network availability of:

<b>Network Availability</b>	99.99%
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Service Availability is defined as: *Percentage Availability = A/M \*100, where A is the total number of minutes during the month for which the service was available and M is the total number of minutes in the month.*

In the event that the Service is unavailable and fails to meet the availability target due to a BBCOM network outage (outside of maintenance periods or a planned maintenance outage coordinated with Customer), Customer will be eligible to receive a credit equal to one day of the monthly recurring service fee (excluding local access circuit charges) for the affected service, for each cumulative hour that the BBCOM services contracted for by Customer were unavailable. Credits not to exceed (8) days per event or (30) days per month.

Outages caused by acts or omissions of Customer or end-user or Customer's or end-user's unauthorized use of the service, or by network maintenance, repairs, improvements or modifications deemed necessary by BBCOM. in its sole discretion, or by outages attributable to Customer-ordered local access circuits, or by Customer or end-user premise equipment failure, or by Force Majeure events or fiber cuts caused by an action not under BBCOM's direction or control shall not be included in the calculation of service unavailability.