

Service Level Agreement

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As of the effective date, this document supersedes and replaces any and all previous SLAs for the Service Types identified.

Service Type – Dedicated Internet Access Service

Service Type Product(s) covered by this SLA: AccessPipe Internet T-1

Overview

Access Point, Inc. (API) supports quality service on API Dedicated Internet Access Service ("DIA") by offering a performance Service Level Agreement (SLA) for customers who implement API AccessPipe Internet T-1. This SLA is in lieu of, and entirely replaces, any other SLAs for Dedicated Internet service. Performance standards in the SLA cover: Network Availability, Latency, Packet Delivery, Denial of Service.

Performance is measured by collecting data from designated routers, at key network hubs, in 5-minute intervals, from which a monthly average is derived. However, no SLA credits will be given if API fails to meet an SLA standard due to reasons of Force Majeure (as defined in the applicable service agreement).

Network Availability Service Level Agreement

The API VoIP Network Availability SLA provides that API's contiguous US Network will be available at least 99.9 percent of the time as measured on a monthly basis by trouble ticket time. The Network is considered not available for the number of minutes that a trouble ticket shows the Network, or an API provided access circuit in the contiguous U.S., was not available to Customer. The unavailable time is started when a customer opens a trouble ticket with the API Customer Service Center at 800-957-6468. The unavailable time stops when the applicable Network or access circuit trouble has been resolved and the service is again available to the customer.

This will not include unavailability resulting from:

- a. API Network maintenance;
- b. Customer-ordered third-party circuits;
- c. Acts or omissions of Customer, or any use or user of the service that is authorized by Customer but outside the scope of Customer's service;
- d. Reasons of Force Majeure (as defined in the applicable underlying Service Agreement).
- e. "Customer Time," which is the time identified on the trouble ticket (if any) attributable to, or caused by, through no fault of API, the following:
 - (a) incorrect or incomplete contact information provided by Customer which prevents API from completing the trouble diagnosis and service restoration;
 - (b) API being denied access to network components at the Customer location when access is required to complete trouble shooting, repair, diagnosis, or acceptance testing;
 - (c) Customer's failure or refusal to release the circuit for testing;
 - (d) Customer being unavailable when API calls to close a trouble ticket or verify service restoration,
 - (e) any other act or omission on the part of Customer; or
 - (f) down time caused by the Local Exchange Carrier (LEC) local loop for periods where the LEC's maintenance support is not available.

Customer must open a trouble ticket with API Customer Service while they are experiencing a service problem. The calculation of unavailable time is based on trouble ticket times.

To receive a credit, customer must submit their request within 30 business days after the month in which the SLA standard was not met in writing to API Customer Service. Customer must provide all required information. If API Customer Service confirms the validity of customer's request (i.e., that API missed the Network Availability SLA standard), then the customer shall receive a credit to its account equal to one day's share of the API DIA monthly recurring charge ("MRC") specified below for each portion of the Service affected by the missed SLA. Multiple missed SLA incidents during any one calendar day shall be considered to be the same as one incident resulting in

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one credit. No credits will be given with respect to components of the Service that are not affected by the missed SLA.

Network Latency Service Level Agreement

The API DIA Latency SLA provides the API's contiguous U.S. Network Latency performance will have a monthly average round-trip transmission of 65 milliseconds or less between API-designated inter-regional transit backbone network routers ("Hub Routers") in the contiguous United States.

To receive a credit, customer must submit their request within 30 business days after the month in which the SLA standard was not met in writing to API Customer Service. Customer must provide all required information (e.g., account number). The API Customer Service department will use API's backbone statistics to verify that the Network Latency SLA standard was missed. If API Customer Service confirms customer's request (i.e., that API missed the Network Latency SLA threshold), then the customer shall receive a credit to its account equal to one day's share of the API VoIP service monthly recurring charge ("MRC") specified below for the IP bandwidth component of the Service affected by the missed SLA.

Multiple missed SLA incidents during any calendar day shall be considered to be the same as one incident resulting in one credit. No credits will be given with respect to components of the Service that are not affected by the missed SLA.

Network Packet Delivery Service Level Agreement

The API DIA Packet Delivery SLA provides that API's monthly packet delivery rate will be 99.5 percent or greater for data delivery between designated Hub Routers in the contiguous United States. To receive a credit, customer must submit their request within 30 business days after the month in which the SLA standard was not met in writing to API Customer Service. Customer must provide all required information (e.g., account number). The API Customer Service department will use API's backbone statistics to verify that the Packet Delivery SLA was missed. If API Customer Service confirms customer's request (i.e., that API missed the Packet Delivery SLA threshold), then the customer shall receive a credit to its account equal to one day's share of the API DIA service monthly recurring charge ("MRC") specified below for the IP bandwidth component of the Service affected by the missed SLA.

Multiple missed SLA incidents during any one calendar day shall be considered to be the same as one incident resulting in one credit. No credits will be given with respect to components of the Service that are not affected by the missed SLA.

Mean Time to Repair Service Level Agreement

The Mean Time to Repair (MTTR) for API DIA is broken into 2 trouble ticket classifications: No dispatch required, and on-site dispatch. For all locations within North America API commits that the MTTR for no dispatch required classified troubles will not exceed 4 hours and likewise on-site dispatch will not exceed 8 hours.

To receive a credit, customer must submit their request within 30 business days after the month in which the SLA standard was not met in writing to API Customer Service. Customer must provide all required information (e.g., account number). The API Customer Service department will use API's back-office systems to verify that the MTTR SLA standard was missed. If API Customer Service confirms Customer's request (i.e., that API missed the MTTR SLA threshold), then the customer shall receive a credit to its account equal to one day's share of the API DIA service monthly recurring charge ("MRC") for each component of the Service affected by the missed SLA.

Multiple missed SLA incidents during any one calendar day shall be considered to be the same as one incident resulting in one credit. No credits will be given with respect to components of the Service that are not affected by the missed SLA.

For Network Availability and MTTR SLAs, API will only issue credits for one of the two SLAs, within a given month, for the same violation.

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Denial of Service - Service Level Agreement

The Dedicated Internet Access Denial of Service SLA is available to API DIA customers that use API provided service routers. API defines a Denial of Service attack on access as more than 95% bandwidth utilization. API shall use trouble tickets and other appropriate API records to determine, in its sole judgment, SLA compliance. To receive credit, customer must request it within 30 days after the Denial of Service attack occurred. Customer must contact API Customer Service and provide all required information (e.g., account number).

Pursuant to this SLA, Denial of Service attacks on the customer's Dedicated Internet Access shall be responded to within 15 minutes of the customer opening a complete trouble ticket.

To open a trouble ticket for Denial of Service, the customer must call the API Customer Service Center at 800-957-6468 and declare that a Denial of Service Attack is occurring. It must be confirmed that the attack is on an API Dedicated Internet Access Service. A complete trouble ticket consists of Customer's Name, Account Number, Caller Name, Caller Phone Number, Caller Email Address and Possible Destination IP address/Type of Attack.

If API Support confirms the customer's request (i.e., that API missed the Denial of Service SLA threshold), then a customer shall receive a credit to its account equal to one day's share of the API DIA service monthly recurring charge ("MRC") specified below for each unit of the Service affected by the missed SLA. No credits will be given with respect to units of the Service that are not affected by the missed SLA.

Customer may obtain no more than one credit per month, regardless of the number of Denial of Service SLA non-compliances during the month.

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Service Type – Voice over Internet Protocol (VoIP) Service delivered via Access Point, Inc. Dedicated Internet Circuit facilities.

Access Point, Inc. Service Type Product(s) covered by this SLA: VoicePoint, VoicePoint Hosted

Overview

Access Point, Inc. (API) supports quality service on API Voice over IP ("VoIP") by offering a performance Service Level Agreement (SLA) for customers who implement API VoicePoint or VoicePoint Hosted using API Dedicated Internet (from SDSL to T-1 or greater) transport service. This SLA is in lieu of, and entirely replaces, any other SLAs for Dedicated Internet service. Performance standards in the SLA cover: Jitter, Mean Opinion Score (MOS), Latency, Packet Delivery, Network Availability and Denial of Service.

Performance is measured by collecting data from designated routers, at key network hubs, in 5-minute intervals, from which a monthly average is derived. However, no SLA credits will be given if API fails to meet an SLA standard due to reasons of Force Majeure (as defined in the applicable service agreement).

Network Availability Service Level Agreement

The API VoIP Network Availability SLA provides that API's contiguous US Network will be available at least 99.9 percent of the time as measured on a monthly basis by trouble ticket time. The Network is considered not available for the number of minutes that a trouble ticket shows the Network, or an API provided access circuit in the contiguous U.S., was not available to Customer. The unavailable time is started when a customer opens a trouble ticket with the API Customer Service Center at 800-957-6468. The unavailable time stops when the applicable Network or access circuit trouble has been resolved and the service is again available to the customer.

This will not include unavailability resulting from:

- a. API Network maintenance;
- b. Customer-ordered third-party circuits;
- c. Inappropriate customer service configuration change(s) through the API Web Portal;
- d. Customer Premise Equipment including, but not limited to, customer provided devices such as PBX, black phones, SIP phones, Quality of Service Box, firewalls, Router/modem and/or Analog/Ethernet Adapter;
- e. Acts or omissions of Customer, or any use or user of the service that is authorized by Customer but outside the scope of Customer's service;
- f. Reasons of Force Majeure (as defined in the applicable underlying Service Agreement).
- g. "Customer Time," which is the time identified on the trouble ticket (if any) attributable to, or caused by, through no fault of API, the following:
 - (a) incorrect or incomplete contact information provided by Customer which prevents API from completing the trouble diagnosis and service restoration;
 - (b) API being denied access to network components at the Customer location when access is required to complete trouble shooting, repair, diagnosis, or acceptance testing;
 - (c) Customer's failure or refusal to release the circuit for testing;
 - (d) Customer being unavailable when API calls to close a trouble ticket or verify service restoration,
 - (e) any other act or omission on the part of Customer; or
 - (f) down time caused by the Local Exchange Carrier (LEC) local loop for periods where the LEC's maintenance support is not available.

Customer must open a trouble ticket with API Customer Service while they are experiencing a service problem. The calculation of unavailable time is based on trouble ticket times.

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To receive a credit, customer must submit their request within 30 business days after the month in which the SLA standard was not met in writing to API Customer Service. Customer must provide all required information. If API Customer Service confirms the validity of customer's request (i.e., that API missed the Network Availability SLA standard), then the customer shall receive a credit to its account equal to one day's share of the API VoIP service monthly recurring charge ("MRC") specified below for each portion of the Service affected by the missed SLA. Multiple missed SLA incidents during any one calendar day shall be considered to be the same as one incident resulting in one credit. No credits will be given with respect to components of the Service that are not affected by the missed SLA.

Network Latency Service Level Agreement

The API VoIP Latency SLA provides the API's contiguous U.S. Network Latency performance will have a monthly average round-trip transmission of 55 milliseconds or less between API-designated inter-regional transit backbone network routers ("Hub Routers") in the contiguous United States.

To receive a credit, customer must submit their request within 30 business days after the month in which the SLA standard was not met in writing to API Customer Service. Customer must provide all required information (e.g., account number). The API Customer Service department will use API's backbone statistics to verify that the Network Latency SLA standard was missed. If API Customer Service confirms customer's request (i.e., that API missed the Network Latency SLA threshold), then the customer shall receive a credit to its account equal to one day's share of the API VoIP service monthly recurring charge ("MRC") specified below for the IP bandwidth component of the Service affected by the missed SLA.

Multiple missed SLA incidents during any calendar day shall be considered to be the same as one incident resulting in one credit. No credits will be given with respect to components of the Service that are not affected by the missed SLA.

Network Packet Delivery Service Level Agreement

The API VoIP Packet Delivery SLA provides that API's monthly packet delivery rate will be 99.5 percent or greater for data delivery between designated Hub Routers in the contiguous United States. To receive a credit, customer must submit their request within 30 business days after the month in which the SLA standard was not met in writing to API Customer Service. Customer must provide all required information (e.g., account number). The API Customer Service department will use API's backbone statistics to verify that the Packet Delivery SLA was missed. If API Customer Service confirms customer's request (i.e., that API missed the Packet Delivery SLA threshold), then the customer shall receive a credit to its account equal to one day's share of the API VoIP service monthly recurring charge ("MRC") specified below for the IP bandwidth component of the Service affected by the missed SLA.

Multiple missed SLA incidents during any one calendar day shall be considered to be the same as one incident resulting in one credit. No credits will be given with respect to components of the Service that are not affected by the missed SLA.

Network Jitter Service Level Agreement

Also known as delay variation, jitter is defined as the variation or difference in the end-to-end delay between received packets of an IP or packet stream. Jitter is usually caused by imperfections in hardware or software optimization or varying traffic conditions and loading. Excessive delay variation in packet streams usually results in additional packet loss which impacts voice quality.

The API VoIP Jitter SLA provides that API's contiguous U.S. Network (as defined in the relevant API service agreement) monthly jitter performance will not exceed 1.0 millisecond between API-designated inter-regional transit backbone network routers ("Hub Routers") in the contiguous United States.

To receive a credit, customer must submit their request within 30 business days after the month in which the SLA standard was not met in writing to API Customer Service. Customer must provide all required information (e.g., account number). The API Customer Service department will use API's backbone statistics to verify that the Jitter SLA standard was missed. If API Customer Service confirms Customer's request (i.e., that API missed the Jitter SLA

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threshold), then the customer shall receive a credit to its account equal to one day's share of the API VoIP service monthly recurring charge ("MRC") for each component (line equivalent or seat) of the Service affected by the missed SLA.

Multiple missed SLA incidents during any one calendar day shall be considered to be the same as one incident resulting in one credit. No credits will be given with respect to components of the Service that are not affected by the missed SLA.

API VoIP MOS Service Level Agreement

Mean Opinion Score is a measure (score) of the audio fidelity, or clarity, of a voice call. It is a statistical measurement that predicts how the average user would perceive the clarity of each call.

The API VoIP MOS SLA provides that API's contiguous U.S. Network MOS performance will not drop below 3.8 between API-designated inter-regional transit backbone network routers ("Hub Routers") in the contiguous United States. MOS is calculated using the standards based E-model (ITU-T G.107).

To receive a credit, customer must submit their request within 30 business days after the month in which the SLA standard was not met in writing to API Customer Service. Customer must provide all required information (e.g., account number). The API Customer Service department will use API's backbone statistics to verify that the MOS SLA standard was missed. If API Customer Service confirms customer's request (i.e., that API missed the MOS SLA threshold), then the customer shall receive a credit to its account equal to one day's share of the API VoIP service monthly recurring charge ("MRC") specified below for each component (line equivalent or seat) of the Service affected by the missed SLA.

Multiple missed SLA incidents during any one calendar day shall be considered to be the same as one incident resulting in one credit. No credits will be given with respect to components of the Service that are not affected by the missed SLA.

Denial of Service Level Agreement

The Dedicated Internet Access Denial of Service SLA is available to API VoIP customers that use API provided Dedicated Internet Access and API provided service routers. API defines a Denial of Service attack on access as more than 95% bandwidth utilization. API shall use trouble tickets and other appropriate API records to determine, in its sole judgment, SLA compliance. To receive credit, customer must request it within 30 days after the Denial of Service attack occurred. Customer must contact API Customer Service and provide all required information (e.g., account number).

Pursuant to this SLA, Denial of Service attacks on the customer's Dedicated Internet Access shall be responded to within 15 minutes of the customer opening a complete trouble ticket.

To open a trouble ticket for Denial of Service, the customer must call the API Customer Service Center at 800-957-6468 and declare that a Denial of Service Attack is occurring. It must be confirmed that the attack is on an API Dedicated Internet Access Service. A complete trouble ticket consists of Customer's Name, Account Number, Caller Name, Caller Phone Number, Caller Email Address and Possible Destination IP address/Type of Attack.

If API Support confirms the customer's request (i.e., that API missed the Denial of Service SLA threshold), then a customer shall receive a credit to its account equal to one day's share of the API VoIP service monthly recurring charge ("MRC") specified below for each unit of the Service affected by the missed SLA. No credits will be given with respect to units of the Service that are not affected by the missed SLA.

Customer may obtain no more than one credit per month, regardless of the number of Denial of Service SLA non-compliances during the month.

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Service Type – Private IP – MPLS Service

Service Type Product(s) covered by this SLA: VirtualAccess MPLS

Overview

Access Point, Inc. (API) supports quality service for MPLS VPN services ("MPLS") by offering a performance Service Level Agreement (SLA) for customers who implement API VirtualAccess MPLS. This SLA is in lieu of, and entirely replaces, any other SLAs for MPLS. Performance standards in the SLA cover: Network Availability, Latency, Packet Delivery, Jitter, and Mean Time to Repair.

Performance is measured by collecting data from designated routers, at key network hubs, in 5-minute intervals, from which a monthly average is derived. However, no SLA credits will be given if API fails to meet an SLA standard due to reasons of Force Majeure (as defined in the applicable service agreement).

Network Availability Service Level Agreement

The API MPLS Network Availability SLA provides that API's contiguous US Network will be available at least 99.9 percent of the time as measured on a monthly basis by trouble ticket time. The Network is considered not available for the number of minutes that a trouble ticket shows the Network, or an API provided access circuit in the contiguous U.S., was not available to Customer. The unavailable time is started when a customer opens a trouble ticket with the API Customer Service Center at 800-957-6468. The unavailable time stops when the applicable Network or access circuit trouble has been resolved and the service is again available to the customer.

This will not include unavailability resulting from:

- h. API Network maintenance;
- i. Customer-ordered third-party circuits;
- j. Acts or omissions of Customer, or any use or user of the service that is authorized by Customer but outside the scope of Customer's service;
- k. Reasons of Force Majeure (as defined in the applicable underlying Service Agreement).
- l. "Customer Time," which is the time identified on the trouble ticket (if any) attributable to, or caused by, through no fault of API, the following:
 - (a) incorrect or incomplete contact information provided by Customer which prevents API from completing the trouble diagnosis and service restoration;
 - (b) API being denied access to network components at the Customer location when access is required to complete trouble shooting, repair, diagnosis, or acceptance testing;
 - (c) Customer's failure or refusal to release the circuit for testing;
 - (d) Customer being unavailable when API calls to close a trouble ticket or verify service restoration,
 - (e) any other act or omission on the part of Customer; or
 - (f) down time caused by the Local Exchange Carrier (LEC) local loop for periods where the LEC's maintenance support is not available.

Customer must open a trouble ticket with API Customer Service while they are experiencing a service problem. The calculation of unavailable time is based on trouble ticket times.

To receive a credit, customer must submit their request within 30 business days after the month in which the SLA standard was not met in writing to API Customer Service. Customer must provide all required information. If API Customer Service confirms the validity of customer's request (i.e., that API missed the Network Availability SLA standard), then the customer shall receive a credit to its account equal to one day's share of the API MPLS monthly recurring charge ("MRC") specified below for each portion of the Service affected by the missed SLA. Multiple missed SLA incidents during any one calendar day shall be considered to be the same as one incident resulting in

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one credit. No credits will be given with respect to components of the Service that are not affected by the missed SLA.

Network Latency Service Level Agreement

The API MPLS Latency SLA provides the API's contiguous U.S. Network Latency performance will have a monthly average round-trip transmission of 55 milliseconds or less between API-designated inter-regional transit backbone network routers ("Hub Routers") in the contiguous United States.

To receive a credit, customer must submit their request within 30 business days after the month in which the SLA standard was not met in writing to API Customer Service. Customer must provide all required information (e.g., account number). The API Customer Service department will use API's backbone statistics to verify that the Network Latency SLA standard was missed. If API Customer Service confirms customer's request (i.e., that API missed the Network Latency SLA threshold), then the customer shall receive a credit to its account equal to one day's share of the API MPLS service monthly recurring charge ("MRC") specified below for each portion of the Service affected by the missed SLA.

Multiple missed SLA incidents during any calendar day shall be considered to be the same as one incident resulting in one credit. No credits will be given with respect to components of the Service that are not affected by the missed SLA.

Network Packet Delivery Service Level Agreement

The API MPLS Packet Delivery SLA provides that API's monthly packet delivery rate will be 99.9 percent or greater for data delivery between designated Hub Routers in the contiguous United States. To receive a credit, customer must submit their request within 30 business days after the month in which the SLA standard was not met in writing to API Customer Service. Customer must provide all required information (e.g., account number). The API Customer Service department will use API's backbone statistics to verify that the Packet Delivery SLA was missed. If API Customer Service confirms customer's request (i.e., that API missed the Packet Delivery SLA threshold), then the customer shall receive a credit to its account equal to one day's share of the API MPLS service monthly recurring charge ("MRC") specified for each portion of the Service affected by the missed SLA.

Multiple missed SLA incidents during any one calendar day shall be considered to be the same as one incident resulting in one credit. No credits will be given with respect to components of the Service that are not affected by the missed SLA.

Network Jitter Service Level Agreement

Also known as delay variation, jitter is defined as the variation or difference in the end-to-end delay between received packets of an IP or packet stream. Jitter is usually caused by imperfections in hardware or software optimization or varying traffic conditions and loading. Excessive delay variation in packet streams usually results in additional packet loss which impacts voice quality.

The API MPLS Jitter SLA provides that API's contiguous U.S. Network (as defined in the relevant API service agreement) monthly jitter performance will not exceed 2.0 milliseconds between API-designated inter-regional transit backbone network routers ("Hub Routers") in the contiguous United States.

To receive a credit, customer must submit their request within 30 business days after the month in which the SLA standard was not met in writing to API Customer Service. Customer must provide all required information (e.g., account number). The API Customer Service department will use API's backbone statistics to verify that the Jitter SLA standard was missed. If API Customer Service confirms Customer's request (i.e., that API missed the Jitter SLA threshold), then the customer shall receive a credit to its account equal to one day's share of the API MPLS service monthly recurring charge ("MRC") for each component (line equivalent or seat) of the Service affected by the missed SLA.

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Multiple missed SLA incidents during any one calendar day shall be considered to be the same as one incident resulting in one credit. No credits will be given with respect to components of the Service that are not affected by the missed SLA.

Mean Time to Repair Service Level Agreement

The Mean Time to Repair (MTTR) for API MPLS is broken into 2 trouble ticket classifications: No dispatch required, and on-site dispatch. For locations within North America and Europe, API commits that the MTTR for no dispatch required classified troubles will not exceed 4 hours and likewise on-site dispatch will not exceed 8 hours. For locations within Latin America, API commits that the MTTR for no dispatch required will not exceed 8 hours and the on-site dispatch will not exceed 12 hours. Locations in South Korea will have an MTTR of 8 hours greater than North America or Europe and locations in India will have an MTTR of 20 hours greater than North America or Europe.

To receive a credit, customer must submit their request within 30 business days after the month in which the SLA standard was not met in writing to API Customer Service. Customer must provide all required information (e.g., account number). The API Customer Service department will use API's back-office systems to verify that the MTTR SLA standard was missed. If API Customer Service confirms Customer's request (i.e., that API missed the MTTR SLA threshold), then the customer shall receive a credit to its account equal to one day's share of the API MPLS service monthly recurring charge ("MRC") for each component of the Service affected by the missed SLA.

Multiple missed SLA incidents during any one calendar day shall be considered to be the same as one incident resulting in one credit. No credits will be given with respect to components of the Service that are not affected by the missed SLA.

For Network Availability and MTTR SLAs, API will only issue credits for one of the two SLAs, within a given month, for the same violation.

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