

Service Level Agreement



This *Service Level Agreement* ("SLA") is made in accordance with, and subject to, the terms and conditions of the *Sonic AUP* and *Quote for Service*, made by and between Customer and Sonic.

Terms and definitions

Service – The Product Customer is contracted for which falls under this SLA.

Network – The Sonic owned and operated network including routers, switches and network connections directly controlled by Sonic.

Product – The only products covered under this agreement are Colocation Connectivity Service items, Sonic Business Fiber, FlexLink DMT, Fiber SSE, FlexLink Data, and Business Voice.

Colocation Connectivity Service – Colocation services are those services bandwidth related services outlined in a contract with Sonic and do not include cabinet, VPN, firewall, DSL, Hosting, Dial-up or any residential service offerings by Sonic.

Service Level Goals

Network Availability Goal

Sonic.net, Inc.'s goal is to maintain a 99.99% network availability at the bandwidth level purchased and specified in the *Quote for Service*.

Systems Covered

All components of the Sonic IP Network and third party provided access facilities used to in the Sonic IP backbone network are included in the determination of Network Availability. This includes routers, switches, carrier access circuits and transport.

Network Availability Measurement and Remedies

Sonic will calculate Customer's "Network Unavailability" on a calendar year basis. "Network Unavailability" consists of the number of minutes that the Sonic Network was not available for the Customers Services and is measured based on the total time of the affected services. Network Downtime shall exist when a particular Service is unable to transmit data, Customer has notified Sonic through a telephone call to the NOC and Sonic records such a failure in the trouble ticket system. Network Unavailability and Network Downtime will not include periods during which routine or scheduled service maintenance, alteration, or implementation is being performed, or any unavailability or inability to transmit resulting from:

- a) The negligence, action or omission of Customer, its employees, contractors or agents or its end users.
- b) Installation of Customer ordered or approved equipment, software modifications, updates or changes, or the failure or malfunction of equipment, applications or systems not owned or controlled by Sonic.
- c) Disruptions in the operation of the Internet outside Sonic's control.
- d) Acts or omissions of third parties engaged in intentional disruptions of the Internet, the networks operated by Sonic third party providers, Customer's web site or Customer's operations.
- e) Compliance with any AUP or reasons of Force Majeure.

Network Latency Goal

Network Latency will be no more than 20 milliseconds on the first hop and less than 50 milliseconds within the Sonic Network. Latency shall be measured by averaging sample measurements taken during a calendar month between appropriate core networking equipment. No credits will be made if failure to meet Network Latency Guarantee is attributable to reason of Force Majeure.

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Network Packet Delivery Goal

Network Packet Delivery is packet delivery of 99.9% or greater between Sonic-designated network routers. Network Packet Delivery shall be measured by averaging sample measurements taken during a calendar month between network routers.

Network Reporting

Sonic uses a number of methods to report network events and outages. Customer will be informed of an outage through our MOTD (Message of the Day) posted on our web page and are encouraged to sign up for email delivery of the MOTD.

Sonic provides colocation customers with tools to monitor their own networks and services collocated in the Sonic Data Center through our member tools and are encouraged to configure such service to their own specifications. Customers are responsible for providing Sonic with valid pager, email and phone numbers. Customer is solely responsible for providing accurate contact information for customer's designated point of contact on an ongoing basis.

Customer is responsible for contacting the Sonic NOC in any case where the Goals outlined in the Service Level Goals are not being met. Contact must occur during or no later than 1 day after the failure occurs and a trouble ticket must be opened by the Sonic NOC.

Remedies

Upon verification by Sonic that Sonic failed to meet the Network Availability, Network Latency or Network Packet Delivery goals, and upon Customer's written request to Sonic made within five (5) business days of the last day of the month in which the Event occurred, Sonic shall provide a service credit equal to the prorated charges for one day of Services for the Affected Service for each cumulative hour of Network Packet Delivery breach. Such service credits may be applied only against fees due to Sonic by Customer for the Service. The maximum credit allowed under this agreement is the total cost of one (1) months service for products covered under this agreement.

Service Credit Exceptions

Service credits will not be available in cases where the failure to meet the Goals outlined in the Service Level Goals section of this SLA are a result of (a) Customer's failure to provide valid and accurate contact information, (b) the negligence, action or omission of Customer, its employees, contractors or agents or its end users, (c) installation of Customer ordered or approved equipment, software modifications, updates or changes, or the failure or malfunction of equipment, applications or systems not owned or controlled by Sonic, (d) Customer did not contact the Sonic NOC by phone during or no more than 1 day following such failure, (e) Sonic did remedy the situation within eight (8) hours of notification of event, (f) outage was related to AT&T or 3rd party local loop issue outside of Sonic control, (g) acts or omissions of third parties engaged in intentional disruptions for the Internet, the networks operated by Sonic's third party providers, Customer's network or equipment or customers operations (h) compliance with any AUP or (i) reasons of Force Majeure, (j) disruptions in the operation of the Internet

Maintenance Window Definition

Maintenance performed by Sonic shall be classified as one of the following two types;

Normal Maintenance

Normal Maintenance shall refer to: (a) upgrades of hardware or software; or (b) upgrades to increase capacity. Normal Maintenance while being conducted may degrade the quality of the Service provided which may include an outage of the Service. An outage related to Normal Maintenance shall not be deemed to be Network Downtime.

Urgent Maintenance

Urgent Maintenance shall refer to efforts by Sonic to correct conditions which are likely to cause a material service outage and which require immediate correction. Urgent Maintenance, while being conducted, may degrade the quality of the Services provided to an Affected Service that may include an outage of the Services. An outage related to Urgent Maintenance shall be deemed an outage for purposes of calculating Network Downtime and Actual Network Availability. Sonic may undertake Urgent Maintenance at any time Sonic deems necessary. Sonic shall provide notice of Urgent maintenance to Customer as soon as it is commercially practicable under the circumstances.

Maximum Credits and Termination Option

In the event that Customer is entitled to multiple credits under this SLA arising from the same event, such credits shall not be cumulative and Customer shall be entitled to receive only the maximum single credit available for such event. Under no circumstances will Sonic be required to credit Customer in any one calendar month charges in excess of 7 days of service. A credit shall be applied on to the month in which the event-giving rise to the credit occurred. Notwithstanding the foregoing, in the event that, in any single calendar month, either (a) Customer would be entitled to receive credits totaling fifteen (15) or more days (but for the limitations set forth in this paragraph) resulting from five (5) or more separate events during such calendar month or (b) any single event entitling Customer to credits under "Network Availability Goal" which exists for a period of forty-eight (48) consecutive hours, then, Customer may terminate the Agreement for cause and without penalty by written notice to the attention of the CEO of Sonic. Notice must be postmarked no more than 5 days prior to the end of the current billing month. Such termination shall be Customer's sole and exclusive remedy for any such events.

Customer Support Policy

Sonic Support

Customer shall have access to Sonic Technical Support and Network Operations Center (NOC). Communications with Support may be via telephone, e-mail and/or on-line trouble ticket system. Sonic provides a point of contact that routes request/problems to the appropriate service group as follows:

- **Technical Support** is responsible for tracking and solving problems during Sonic Support Hours as posted on the Sonic Support web site (<http://www.sonic.com/support>). Non-critical/outage related queries and support request will be resolved through this channel.
- **NOC Support** is responsible for the problems/requests that cannot be resolved via Technical Support or network emergencies that constitute a Service Outage. NOC Support is available 24x7x365 and the NOC phone number is issued to Customer upon signing an agreement for Service. Any notification of service outage must be reported via telephone to the NOC. Sonic will respond to telephone NOC requests within 4 hours when urgent delivery of message is requested.