

Applicable to Dedicated Access IP/VPN Service

- 99.7% Circuit availability
- Maximum latency will be at 85ms or less for round trip transmissions

Deltacom's IP/VPN service shall be available at least 99.7% of any given calendar month to customers signing Deltacom's standard agreement for service. Availability shall be measured and determined per IP/VPN connection, from ingress to egress, on Deltacom's network. A qualifying IP/VPN outage shall be defined as a given period of time during which the network is unable to pass data from ingress to egress on an individual connection. Outages caused by customer hardware and/or software, natural disasters, customer power failures, regular scheduled network maintenance, or Force Majeure events will not be deemed as qualifying outages. Outages not reported to Deltacom IP/VPN customer support (800-239-3000, option 4) within 48 hours will not be deemed as qualifying outages. The percentage of individual connection availability shall be measured according to the following formula:

$$\frac{\text{Minutes in calendar month} - \text{Minutes of excluded outages} - \text{Minutes of outage}}{\text{Minutes in calendar month} - \text{Minutes of excluded outages}}$$

Outages shall result in a credit for the affected individual connection(s) as follows: connection(s) with at least 90% availability will result in a 25% credit of that month's fees for the specific connection(s); connection(s) performance less than 90% will result in a 75% credit of that month's fees for the specific connection(s). Fees credited for an IP/VPN connection will include all components for an IP/VPN connection minus the local loop charge. This IP/VPN Service Level Agreement ("SLA") shall be the sole determinant of remedies for outages and shall apply only to IP/VPN service provided under Deltacom's standard agreement for service.

Deltacom's latency guarantee is average round-trip transmissions of 85 milliseconds or less between Deltacom-designated regional transit backbone routers (hub routers). Latency shall be measured by averaging sample measurements taken during a calendar month between hub routers. If Deltacom fails to meet the latency guarantee in two consecutive calendar months, customer's account shall be credited for that second month and any consecutive month in which the latency guarantee is not met for the pro-rated charges for one day of the Deltacom monthly fee for the service with respect to which this latency guarantee has not been met. No credits will be made if failure to meet the latency guarantee is attributable to reasons of force majeure.

Applicable to Dial Access IP/VPN Service

- 97% call success rate

Deltacom's IP/VPN dial access will provide customer specific measurement and reporting of call success (dial port availability) with at least 97%. The call success guarantee is defined as only the initial dial connection with no busy signal. An unsuccessful IP/VPN dial attempt shall be defined as a given period of time during which the network is unable to connect a dial customer to a dial port for an individual connection. Unsuccessful IP/VPN dial attempts caused by customer hardware and/or software, natural disasters, customer power failures, regular scheduled network maintenance, or Force Majeure events will not be deemed as qualifying unsuccessful IP/VPN dial attempts. Failed dial attempts not reported to Deltacom IP/VPN customer support (800-239-3000, option 4) within 48 hours will not be qualifying failed dial attempts. The percentage of call success rate shall be measured according to the following formula:

$$\frac{\text{Total dial attempts in calendar month} - \text{Unsuccessful dial attempts during excluded time bracket}}{\text{Unsuccessful dial attempts Total dial attempts in calendar month} - \text{Unsuccessful dial attempts during excluded time bracket}}$$

Violations equate to a 15% VPN credit for the specific service or connections affected.

Applicable to IP/VPN Access from the Internet

- Upon reaching ITCD network availability at 99.7%

Deltacom's IP/VPN service shall be available at least 99.7% of any given calendar month to IP/VPN customers. Availability shall be measured and determined per IP/VPN connection, from ingress to egress, on Deltacom's network. A qualifying IP/VPN outage shall be defined as a given period of time during which the network is unable to pass data from ingress to egress on an individual connection. Outages caused by other Internet service providers other than Deltacom, hardware and/or software, natural disasters, customer power failures, regular scheduled network maintenance, or Force Majeure events will not be deemed as qualifying outages. Outages not reported to Deltacom IP/VPN customer support (800-239-3000, option 4) within 48 hours will not be deemed as qualifying outages. The percentage of individual connection availability shall be measured according to the following formula:

$$\frac{\text{Minutes in calendar month} - \text{Minutes of excluded outages} - \text{Minutes of outage}}{\text{Minutes in calendar month} - \text{Minutes of excluded outages}}$$

Outages shall result in a credit for the affected individual connection(s) as follows: connection(s) with at least 90% availability will result in a 25% credit of that month's fees for the specific connection(s); connection(s) performance less than 90% will result in a 75% credit of that month's fees for the specific connection(s). Fees credited for an IP/VPN connection will include all components for an IP/VPN connection minus the local loop charge. This IP/VPN Service Level Agreement ("SLA") shall be the sole determinant of remedies for outages and shall apply only to IP/VPN service provided under Deltacom's standard agreement for service.

General Guarantees

Deltacom guarantees that its IP/VPN will operate within the parameters laid out in this SLA only if the customer meets the following general requirements as well as the requirements associated with the specific measured parameters detailed above.

- IP/VPN service must carry at least a 12-month term agreement.
- IP/VPN connections or traffic from IP/VPN connections provisioned within the thirty (30) days immediately preceding the outages or failures are not eligible.
- Interruptions not reported to Deltacom by the Customer within forty-eight (48) hours of such interruption.

Proof of performance levels and calculation of applicable credit will be provided at customer request based upon Deltacom's records and information relating to the specific IP/VPN connections and parameters for which reports are requested. Such requests must be made in writing and submitted to the customer's Customer Service Representative ("CSR") or the CSR's management within 25 business days following the calendar month for which verification is requested. If it is found that the contracted services did not meet the guaranteed performance levels stated herein, credits will be issued according to the details laid out for the specific violation. Violation of multiple performance guarantees will result in credit calculation based on the highest credit allotment for the individual parameters violated. Customers remain responsible for the full amount of their invoices for contracted services; credits will be issued on the next full billing cycle's invoice after the verification of violation and credit calculations are complete.