

This Service Level Agreement (“SLA”) only applies to the Windstream data services mentioned herein (each, a “Service” and collectively, the “Services”) and is offered as part of networking services provided by the applicable Windstream company. The SLA does not apply to any applications or enhanced telecommunications services, third-party provided local access circuits, equipment sales and related maintenance services, or any other services provided by a Windstream company or any third-party provider. The SLA is effective as of the first day of the first whole calendar month after the initial installation of a Service. In no event shall any obligation for a service credit arise under this SLA until such time as a Service is fully installed and operational.

This SLA shall be deemed an addendum to either the written contract executed by the parties or the Windstream Online Service Terms and Conditions to which Customer is subject, whichever is applicable. To be eligible for the credits under this SLA, Customer must be in good standing with Windstream and current in Customer’s obligations.

## **1 Windstream Data Services**

The Services covered under this SLA are Windstream Enterprise (i) Internet Service, (ii) MPLS Networking Services (includes IP Virtual Private Network (“IP VPN”), Switched Ethernet, Dynamic IP (“DYIP”), and Virtual PBX) and (iii) Wavelength Services, and Kinetic Business (iv) Always On. Services may be referenced individually in this SLA by the noted abbreviations. Collectively, the term “Services” as used in this SLA refers to any of the qualifying Internet Service, MPLS Networking Services, Wavelength Services and Always On services, but does not refer and shall not be interpreted as referring to other services offered by Windstream or any third-party provider. Services under this SLA shall only be entitled to credits consistent with the terms of this SLA and shall not be subject to credits under any other agreement or arrangement that may exist between Windstream and Customer. To the extent of any conflict between the terms of this SLA and such other agreement with respect to Service credits, this SLA shall govern.

### *1.1 MPLS Networking Services*

The performance of Windstream’s network for purposes of measuring MPLS Networking Services deliverables under this SLA is measured through Service Availability and IP transmission latency, packet loss, and jitter. These individual metrics are defined in Section 3 below and collectively may be referenced in this SLA as “Network Performance Metrics.”

Service Availability is measured as follows:

- For Windstream-contracted local access circuit (referenced in Figure 1): Between, but not including, the two (2) Customer Edge devices (“CE”) at the Customer locations and including across Windstream’s core network (between the two (2) Windstream Points of Presence (POPs)).
- For third-party local access circuit (referenced in Figure 2): Across Windstream’s core network (between the two (2) Windstream POPs).

Latency, packet loss, and jitter are measured across Windstream’s network, between the two (2) Windstream POPs (Referenced in both Figures 1 and 2 below).

Windstream’s network management system is the sole and conclusive measurement system for purposes of the SLA regarding Network Performance Metrics.

Figure 1

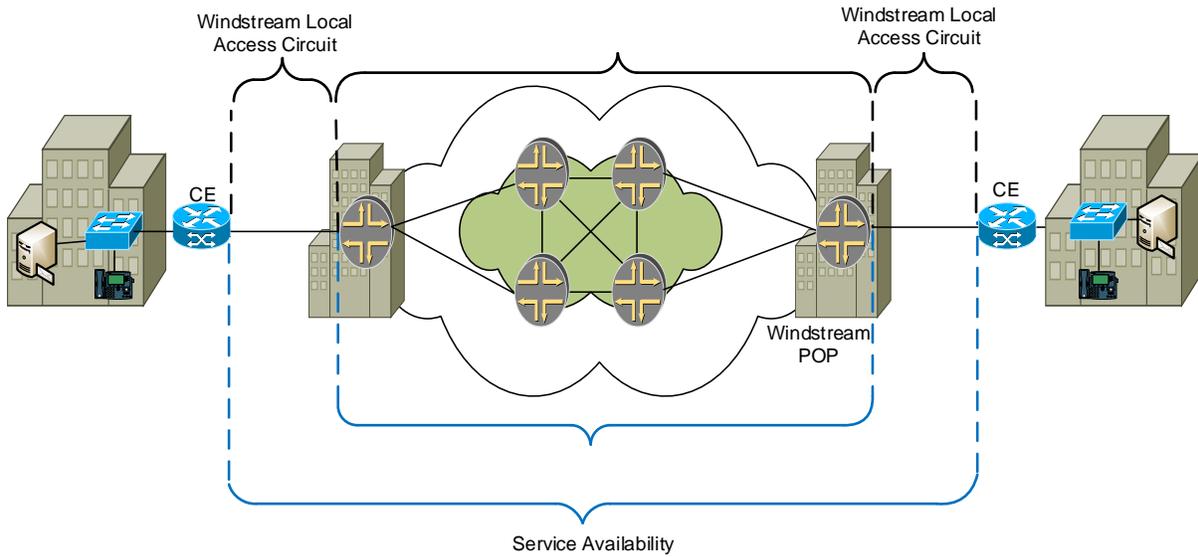
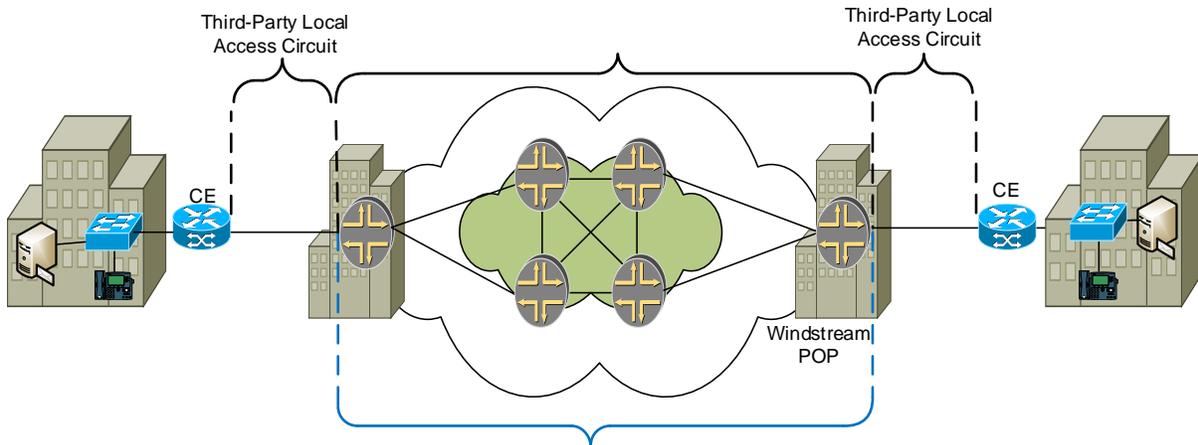


Figure 2



### 1.2 Internet Service, Always On and Wavelength Services

The performance of Windstream's network for purposes of measuring Internet Service, Always On and Wavelength Services deliverables under this SLA is measured through Service Availability, which is measured as follows:

- For Windstream-contracted local access circuit (referenced in Figure 3): Across Windstream's core network (between the two (2) Windstream POPs) and up to the CE at the Customer location, but not including the CE.
- For third-party local access circuit (referenced in Figure 4): Across Windstream's core network (between the two (2) Windstream POPs).

Windstream's network management system is the sole and conclusive measurement system for purposes of this SLA regarding Service Availability.

Figure 3

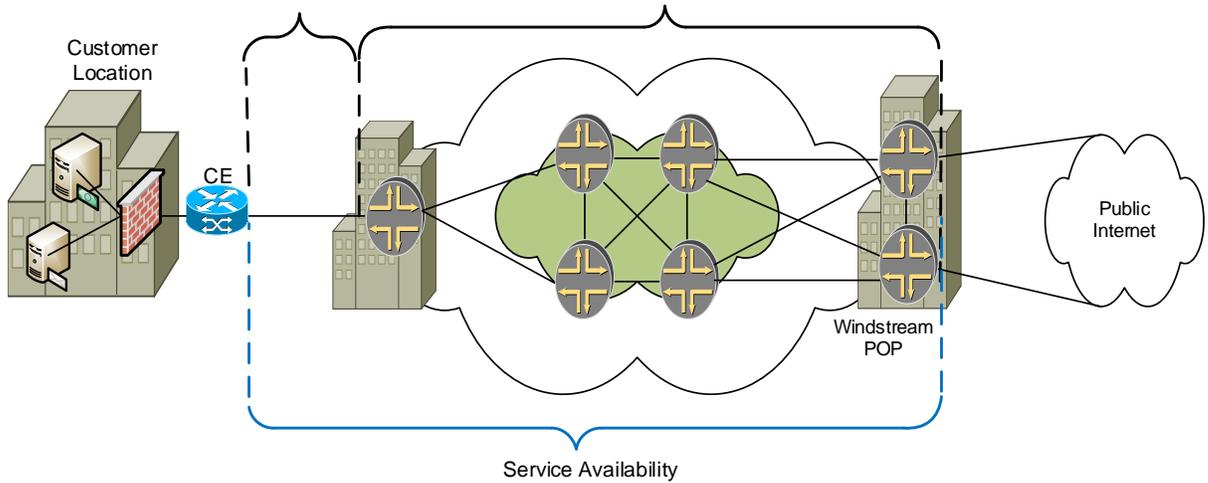
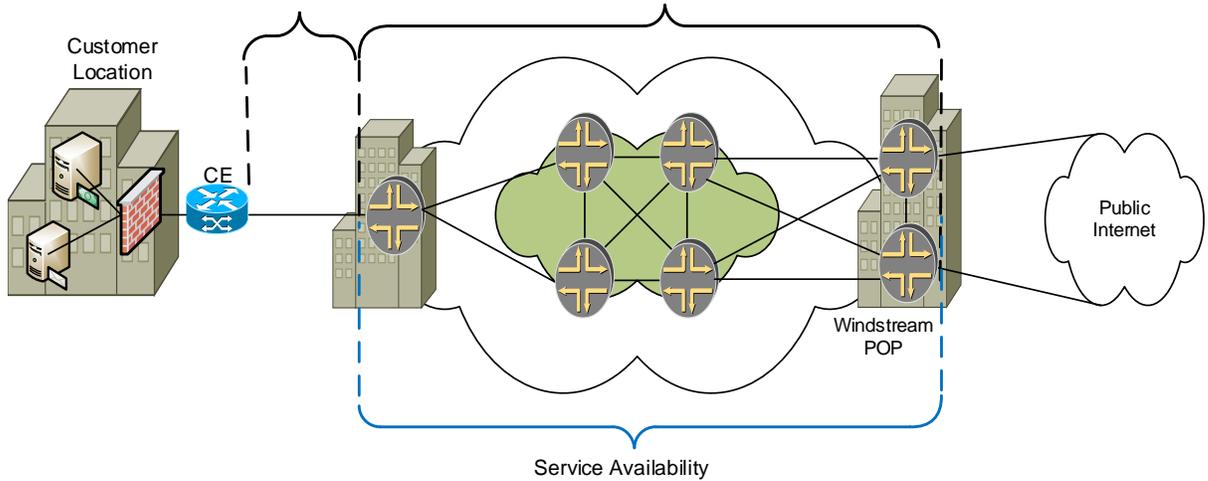


Figure 4



## 2 Definitions

### 2.1 Service Outage:

A Service Outage is defined as the complete unavailability of a Service during any unscheduled period of time. Any Service Outage resulting for any of the below reasons are collectively referred to as "Exclusions". Exclusions are not considered Service Outages for purposes of this SLA and Windstream is not responsible for failure to meet performance objectives arising from such Exclusions:

- Any Service Outage for which Customer may have previously obtained credit or compensation outside the terms of this SLA;
- Actions, failure to act or delay by Customer or others authorized by or acting on behalf of Customer to use the Service;

- Failure of power, equipment, services or systems not provided by Windstream;
- Customer owned or leased equipment or facilities (e.g., Customer’s PBX or local area network);
- Failure of Customer to afford Windstream or its agents access to the premises where local access circuit lines associated with the Service are terminated;
- Election by Customer not to release the Service for testing and/or repair during which time Customer continues to use Service;
- Cable cuts or equipment damage caused by a third party;
- Maintenance activities (including scheduled and emergency) as set forth in Section 5 of this SLA;
- Implementation of a Customer order that requires Service interruption;
- Failure to report a Service Outage to Windstream or reporting of a trouble where no trouble was found;
- Labor difficulties, governmental orders, civil commotion, acts of God, and other circumstances beyond Windstream’s reasonable control; and
- Failure of equipment or systems responsible for network measurements.

**2.2 Windstream Point of Presence (POP):**

Physical location of Windstream router at the edge of Windstream’s core network that faces the Customer Edge and delivers private data and/or Internet Services to Customer’s network.

**2.3 Customer Edge (CE):**

CE refers to Customer’s router at Customer’s premises that is connected to the Windstream core network via Windstream-contracted local access circuit or third-party local access circuit.

**2.4 Quality of Service (QoS):**

QoS is the ability to provide different priority to different applications, users, or data flows, or to offer a certain level of performance for data flows. For example, a required bit rate, latency, jitter, packet loss probability and/or bit error rate may be offered by Windstream to Customer. To determine what QoS level applies to a Service, Customer either must select from the following QoS classes of service or subscribe to a Service that is defaulted into one or more QoS classes. The Windstream QoS classes are identified as:

QoS Class of Service	Description
Real Time	Real-time class of service delivers premium QoS to a Customer’s site and is optimized for low latency and low jitter performance required for voice communications. All managed VoIP services are defaulted into real-time QoS.
Mission Critical Data	Mission critical class of service provides the highest priority treatment for data. Intended for applications with high business value, requiring large bandwidth allocations and/or lower latency such as interactive video conferencing, streaming video, credit card transactions, and ERP applications like SAP and PeopleSoft.

Business Critical Data	Business critical data class of service provides priority treatment to transactional and interactive data such as email, or client/server applications
Standard Data	Standard data class of service enables customers to share latency and jitter tolerant data and Internet applications across all locations. Internet Service traffic is defaulted into standard data QoS.

**2.5 Calendar Month:**

For the purpose of this SLA a calendar month is based on 60 Minutes/Hour, 24 Hours/Day, 30 Days/Month = 43,200 average monthly minutes.

**3 Service Levels**

Service credits detailed below will not be combined for a given performance impacting event. For example, in the event of an outage, credit will not be awarded for service availability, latency, packet loss and jitter. In the event of impact to multiple performance parameters, Windstream reserves the sole discretion to decide for which performance parameter to reward credit.

**3.1 Service Availability**

For purposes of measuring Windstream’s performance under this SLA, the term “Service Availability” is defined as the percentage of time in one Calendar Month during which Windstream delivers Customer traffic across the Windstream network and between the points defined in Section 1.1 and Section 1.2. As shown in Section 1.1 and Section 1.2, the measurement for Service Availability does not apply to local access circuit, where a third-party local access circuit is used. Service Availability shall be calculated based on an aggregate monthly measurement average between the specified points. Service Availability measurements do not include the previously specified Exclusions (e.g., scheduled maintenance windows or planned outages).

The following outlines the Service Availability objectives for the Services in any given Calendar Month:

Service	Service Availability Objective
Internet Service, MPLS Networking and unprotected Wavelength Services	99.99% (≤ 4.38 minutes of service unavailability per month)
Always On and protected or diverse pairs Wavelength Services	99.999% (≤ .438 minutes of network unavailability per month)

Service credit for time when the Service Availability objective is not attained:

<b>Service Unavailability Duration</b>	<b>Credit (Provided as a fraction of the MRC for the affected Service)</b>
>.438 minutes and ≤ 1hour for Always On and protected or diverse pairs Wavelength Services	1/30 <sup>th</sup> of the monthly recurring charge (MRC)
>4.38 minutes and ≤ 1hour for Internet Service, MPLS Networking Services and unprotected Wavelength Services	1/30 <sup>th</sup> of the MRC
>1 hour and ≤ 2 hours	2/30 <sup>th</sup> of the MRC
>2 hours and ≤ 3 hours	3/30 <sup>th</sup> of the MRC
>3 hours and ≤ 4 hours	4/30 <sup>th</sup> of the MRC
>4 hours and ≤ 5 hours	5/30 <sup>th</sup> of the MRC
>5 hours and ≤ 6 hours	6/30 <sup>th</sup> of the MRC
>6 hours and ≤ 7 hours	7/30 <sup>th</sup> of the MRC
>7hours and ≤ 8 hours	8/30 <sup>th</sup> of the MRC
>8 hours and ≤ 9 hours	9/30 <sup>th</sup> of the MRC
>9 hours and ≤ 10 hours	10/30 <sup>th</sup> of the MRC
>10 hours and ≤ 11 hours	11/30 <sup>th</sup> of the MRC
>11 hours and ≤ 12 hours	12/30 <sup>th</sup> of the MRC
>12 hours and ≤ 13 hours	13/30 <sup>th</sup> of the MRC
>13 hours and ≤ 14 hours	14/30 <sup>th</sup> of the MRC
> 14 hours	15/30 <sup>th</sup> of the MRC

### 3.2 Latency

For purposes of measuring Windstream’s MPLS Networking Services performance under this SLA, latency is defined as the round trip delay (in milliseconds) of packets transported across the Windstream core network, between the points specified in Section 1.1. Latency shall be calculated based on an aggregate monthly measurement average between the previously specified points. The following outlines the latency targets and Service credits, depending on the class selected by Customer, in any given Calendar Month.

QoS Class of Service	Latency Target	Credit (Provided as a fraction of the MRC for the affected service)
Real Time	≤ 40ms (Roundtrip)	1/30 MRC for each day (any 24-hour period) Windstream fails to meet the latency SLA for Real Time QoS in a Calendar Month
Mission Critical Data	≤ 45 ms (Roundtrip)	1/30 MRC for each day (any 24-hour period) Windstream fails to meet the latency SLA for Mission Critical QoS during any Calendar Month
Business Critical Data	≤ 48 ms (Roundtrip)	1/30 MRC for each day (any 24-hour period) Windstream fails to meet the latency SLA for Business-Critical Data QoS during any Calendar Month.
Standard Data	N/A	N/A

### 3.3 Packet Loss

For purposes of measuring Windstream’s MPLS Networking Services performance under this SLA, packet loss is defined as the percentage of packets in a Calendar Month that are dropped across the Windstream core network, between the points specified in Section 1.1. Packet loss shall be calculated based on an aggregate monthly measurement average between the previously specified points. The following outlines the packet loss targets and Service credits, depending on the class selected by Customer, in any given Calendar Month.

QoS Class	Target Packet Loss	Credit (Provided as a fraction of the MRC for the affected Service)
Real Time	≤ .10%	1/30 MRC for each day (any 24-hour period) Windstream fails to meet the packet loss SLA for Real Time QoS during any Calendar Month.
Mission Critical	≤ .30%	1/30 MRC for each day (any 24-hour period) Windstream fails to meet the packet loss SLA for Mission Critical QoS during any Calendar Month.
Business Critical Data	≤ .50%	1/30 MRC for each day (any 24-hour period) Windstream fails to meet the packet loss SLA for Business-Critical Data QoS during any Calendar Month.
Standard Data	N/A	N/A

### 3.4 Jitter

For purposes of measuring Windstream’s MPLS Networking Services performance under this SLA, jitter is defined as the variation in the delay (in milliseconds) of received packets transmitted across the Windstream core network, between the points specified in Section 1.1. Jitter shall be calculated based on an aggregate monthly measurement average between the previously specified points. Jitter

measurement is only available to customers selecting the Real Time and/or Mission Critical QoS class. The following outlines the jitter targets and Service credits in any given Calendar Month:

QoS Class	Target Jitter	Credit (Provided as a fraction of the MRC for the affected service)
Real Time	≤ 2.5 ms	1/30 MRC for each day (any 24-hour period) Windstream fails to meet the jitter SLA for Real Time QoS during any Calendar Month.
Mission Critical	≤ 3.0 ms	1/30 MRC for each day (any 24-hour period) Windstream fails to meet the jitter SLA for Real Time QoS during any Calendar Month.
Business Critical Data	≤ 3.5 ms	1/30 MRC for each day (any 24-hour period) Windstream fails to meet the jitter SLA for Real Time QoS during any Calendar Month.
Standard Data	N/A	N/A

## 4 Credits

When Customer's Service has failed to meet the applicable commitment outlined in this SLA, after being reported by Customer, Customer may receive a credit adjustment to its account. To request a credit under this SLA, Customer shall email its Windstream sales representative with a description of the requested credit along with the Windstream trouble ticket number provided by the service center within thirty (30) calendar days of the asserted failure. The Windstream sales representative shall notify Customer when the requested credit has been approved or declined.

### 4.1 Calculations of Credits

Maximum Credit - In no event may the credits provided for hereunder (either individually or on a cumulative basis) in any billing period exceed the total MRCs for that period for a Service.

## 5 Maintenance

As set forth above, maintenance activities are Exclusions and do not constitute a Service Outage for purposes of this SLA. Windstream reserves the right to schedule maintenance and upgrades to the network seven (7) days a week from 12 a.m. to 6 a.m. in the local time zone of the affected area without prior notice to Customer or upon reasonable advance notice outside these time frames.

### 5.1 Scheduled Network Maintenance

The term "Scheduled Network Maintenance" refers to upgrades or modifications to network equipment software, network equipment hardware, or network capacity. Scheduled Network Maintenance may temporarily degrade the quality of Customer's Service. Windstream takes every reasonable precaution to minimize the duration of any impacts during the Scheduled Network Maintenance window. Such effects related to Scheduled Network Maintenance shall not be deemed as Windstream's failure to meet applicable service level commitments and shall not give rise to credits under this SLA. Scheduled Network Maintenance shall be undertaken between the hours of 12:00AM and 6:00AM of the local time zone.

### 5.2 *Emergency Network Maintenance*

The term “Emergency Network Maintenance” refers to efforts to correct network conditions requiring immediate action that are likely to lead to a material Service Outage or inability to meet latency, packet loss or jitter targets. Emergency Network Maintenance may temporarily degrade the quality of Customer’s Services, including the possibility of causing short-duration outages. Such effects related to emergency network maintenance shall not be deemed as Windstream’s failure to meet applicable service level commitments and shall not give rise to credits under this SLA. Windstream may undertake Emergency Network Maintenance at any time deemed necessary to preserve network Service.

## **6 LIMITATION OF LIABILITY**

Windstream’s total liability to Customer under this SLA is limited to the MRCs for the affected Service for the applicable Calendar Month in which Windstream’s failure to meet the applicable service level commitment occur. Except for the credits identified in this SLA, this SLA does not modify or amend the written contract executed by the parties or the Online Terms and Conditions to which Customer is subject, whichever is applicable, including but not limited to any warranty disclaimers or limitation of liability provisions.

**THE PROVISIONS OF THIS SLA ARE CUSTOMER’S SOLE AND EXCLUSIVE REMEDIES FOR WINDSTREAM’S FAILURE TO MEET THE APPLICABLE COMMITMENTS IN THIS SLA AND ANY OTHER NETWORK, EQUIPMENT OR SERVICE ISSUES.**