

Cbeyond Network Service Level Agreement

This Network Service Level Agreement (SLA) applies to network connectivity provided to Customer for all Cbeyond network services and packages. The network SLA is as described below:

Network Latency

The average monthly Network Latency for packets carried on Cbeyond’s network will comply with the SLA commitments shown in the table below. These Network Latency SLA commitments apply to Cbeyond’s voice services, connectivity to the Internet, and Multinet MPLS service, as well as to network connectivity to Cbeyond’s TotalCloud Data Center.

Latency SLA Target

Measured as Round Trip Time in Milliseconds

| Cbeyond Markets | Latency |
|--------------------------------------|---------|
| Voice | < 10 |
| Internet | < 10 |
| Cbeyond Network to Cloud Data Center | < 50 |
| Multinet MPLS On-net VPN | < 50 |

For voice traffic and connectivity to the Internet, Cbeyond measures Network Latency by monitoring round-trip transmission time between a sample of network hubs and Cbeyond’s voice and Internet gateways on an on-going basis.

For network connectivity to Cbeyond’s TotalCloud Data Center, Cbeyond measures Network Latency by monitoring round-trip times between a sample of network hubs and the TotalCloud Data Center on an on-going basis. The Network Latency SLA is valid only when the customer’s cloud service is hosted at the nearest TotalCloud Data Center and is connected to the customer premise via Cbeyond’s backbone network. The Network Latency SLA is not valid for connectivity to the Cbeyond’s TotalCloud Data Center across the public Internet.

The average monthly Network Latency for Multinet MPLS packets is measured between network hops on Cbeyond’s backbone network. Cbeyond measures Network Latency between network hops by monitoring round-trip transmission times between a sample of network hubs located in Cbeyond’s markets throughout the contiguous United States.

A “network hub” is defined as being a switch in Cbeyond’s backbone network that is configured to take performance measurements across the network.

The Network Latency SLA is calculated by averaging the measured latency between each pair of connections for each calendar month. If Cbeyond fails to meet the Network Latency SLA and cannot correct its failure pursuant to the SLA Credit Request Process, then Customer will be eligible to receive a credit equal to 20 percent of the Monthly Recurring Charges for all affected locations. Customer can receive only one SLA credit, per affected location, per calendar month with a maximum limit equal to 20 percent of the Monthly Recurring Charges.

Packet Delivery—99.9%

The average monthly Packet Delivery rate will not be less than 99.9 percent (packet loss will not exceed 0.1 percent of packets).

Cbeyond measures the Packet Delivery rate by monitoring packet transmissions between a sample of network hubs as well as between a sample of network hubs and Cbeyond’s voice gateways, Internet gateways and cloud data center, on an on-going basis. A “network hub” is defined as being a switch in Cbeyond’s backbone network that is configured to take performance measurements across the network. The Packet Delivery SLA is calculated by averaging the measured rate of successfully transmitted packets between each pair of connections for each calendar month.

If Cbeyond fails to meet the Packet Delivery SLA and cannot correct its failure pursuant to the SLA Credit Request Process, then Customer will be eligible to receive a credit equal to 20 percent of the Monthly Recurring Charges for all affected locations. Customer can receive only one SLA credit, per affected location, per calendar month.

Network Availability—100%

Cbeyond’s network is designed for 100 percent availability.

A Network outage occurs when there is total “Loss of Service” (defined below) for more than 20 consecutive minutes per occurrence. Loss of service occurs when no packets can pass between Cbeyond’s network hubs due to a fault in Cbeyond’s network. Loss of service also occurs when no packets can pass between a network hub and Cbeyond’s voice gateway, Internet gateway, or cloud data center.

If Customer experiences Loss of Service for more than 20 consecutive minutes, Customer will be eligible to receive a one full (1) day’s service credit equal to 1/30th of the Beyond Voice Monthly Recurring Charges (the “Daily Credit”) for each full hour that service is not available after Customer has reported it to Technical Support (tech.support@cbeyond.net or 1-866-424-5100). Customer may receive a maximum of (5) five Daily Credits for covered Loss of Service in any 24-hour period starting from when Customer reported the outage to Cbeyond; and no more than 30 Daily Credits for a covered Network outage in any calendar month.

For purposes of this Network Availability SLA, the “Cbeyond network” means the integrated access device, local access loop, aggregation router, connectivity to the core network, and core network components up to the handoff to either the Internet peering point (for Internet packets) or the handoff to local, long distance or other voice Services provider for phone service traffic, or the handoff to the cloud data center.

Service unavailability caused by scheduled service maintenance, outages involving third-party access facilities that are not solely caused by Cbeyond, customer CPE failures and any of the causes described pursuant to the Additional Terms and Conditions (below) are not included in the Network Availability SLA calculation.

Time to Restore Service—4 Hours

In the event that the Cbeyond router that is installed on the customer's premise experiences an outage or other fault that prevents customer traffic from being transmitted to or from Cbeyond's network, Cbeyond will have 4 hours to correct the problem and restore traffic. The four (4) hour restoration period will be measured from the time that the customer reports the event to Cbeyond Technical Support and service is restored.

If service is not restored within 4 hours, Customer will be eligible to receive a full one (1) day's service credit equal to 1/30th of the Beyond Voice Monthly Recurring Charges for each full hour that service is not available.

The Time-to-Restore Service SLA applies only to Loss of Service caused by a failure in the Cbeyond router that is installed on the customer's premise. Loss of Service caused by scheduled service maintenance, any outage involving third-party access facilities, Customer CPE failures and any of the causes described pursuant to the Additional Terms and Conditions are not included in the Time-to-Restore Service SLA calculation.

The Time-to-Restore Service SLA applies only to customer addresses that are located in Cbeyond markets pursuant to the Additional Terms and Conditions.

SLA Credit Request Process

The Customer must report all events that cause Cbeyond to miss a Service Level Agreement to Cbeyond Technical Support (tech.support@cbeyond.net or 1-866-424-5100) immediately upon experiencing a Network outage or Loss of Service. Customer Care will assign a trouble ticket and investigate the reported event.

For the Network Latency and Packet Delivery Rate SLAs, once Cbeyond determines that actual service performance failed to meet the SLA committed level, Cbeyond will have an additional 30 days to correct the problem. If Cbeyond is successful in restoring service performance to the SLA committed level during this period, then no service credit will be issued. If, after 30 days, the service performance for Network Latency or Packet Delivery is still failing to meet the SLA committed level, then Customer will be eligible for the service credit.

To receive a credit, the Customer must request it at Cbeyond Online (www.cbeyondonline.net) or via email to customercare@cbeyond.net within 7 days of the end of the calendar month in which the SLA failed to meet committed level. Credits do not include any applicable taxes or other governmental charges described in Section 6 of Cbeyond's Service Order Contract Terms and Conditions. Upon verification that the actual service performance did not meet the SLA committed level, Cbeyond will issue a service credit to appear on the Customer's bill.

All Network SLA credit requests are subject to Cbeyond's review and verification. Customer must be current on all payments (i.e.

no balance older than 30 days) in order to receive credit under the Network SLA. Credits will appear within two (2) billing cycles after credit approval. No credits under the Network SLA are available for BeyondMobile Services.

Terms and Conditions for Termination of Service

Terms and conditions for termination of service pursuant to non-compliance with Cbeyond's Network Service SLA can be found at <http://www.cbeyond.com/legal/>

Additional Terms and Conditions

Total SLA credits awarded to Customer in any given month for any given location cannot exceed the total billed Monthly Recurring Charges for service to that location.

Cbeyond will be the only party able to determine in its discretion whether Cbeyond has not met any of the service performance objectives specified herein. Customer must at all times cooperate with Cbeyond in testing, determining and verifying that a qualifying event has occurred.

All Cbeyond Network SLAs apply only to service provided to customer addresses that are located in Cbeyond markets¹.

SLA provisions do not apply when the following conditions exist:

- Circumstances beyond Cbeyond's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, storm, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third-party services, or failure of third-party software;
- Service failure or Loss of Service occurring on local access loops that are the result of a failure in the equipment or facilities belonging to the Local Exchange Carrier, unless such failure is caused solely by Cbeyond;
- Service failure or Loss of Service caused by any of the following: (a) BeyondMobile voice or data Services or equipment; (b) Services activation or any Loss of Service caused by our maintenance of the system or Network; or (c) problems or issues relating to Customer equipment at the Service Address, including, but not limited to Customer's Local Area Network, Customer's phone equipment (including cables, PBX and associated cards), routine maintenance events, outages or disruptions caused by Customer either directly or indirectly, interconnections to or from and connectivity within other Local Exchange Carriers' networks (for example, calls to certain numbers or area codes), subsequent voice carriers' networks, interconnections to or from and connectivity within other Internet Service Provider networks;
- DNS issues outside the direct control of Cbeyond's control;
- Customers' acts or omissions, including without limitation, any negligence, willful misconduct, or use in violation of Cbeyond's Acceptable Use Policy, by Customers or others authorized by Customers; or
- Denial of Service (DoS) and/or Distributed Denial of Service (DDoS) (malevolent efforts of a person or persons to prevent Cbeyond's or Customer's servers or service from functioning efficiently or at all).

¹ Cbeyond markets include Cbeyond's service areas within the following metropolitan areas: Atlanta, Boston, Chicago, Dallas, Denver, Detroit, Houston, Los Angeles, Miami, Minneapolis/St. Paul, San Diego, Seattle, San Francisco, Washington DC