



## ACCESS SERVICES (OFF-NET SERVICES) SERVICE LEVEL AGREEMENT

Access Services (Off-Net Services) will be measured based on Service Level Agreement Objectives (“SLA Objectives”) set forth in Section 1. SLA Objectives are based upon intended/target performance levels/criteria of Provider(s).

**1. SLA Objectives.** SLA Objectives are as follows:

Table 1

	<b>DIA DS1/DS3</b>	<b>Ethernet over Fiber (EOF)</b>	<b>Ethernet over Copper (EOC)</b>	<b>MPLS</b>	<b>Asym EoC</b>
Network Availability	99.90%	99.90%	99.50%	99.90%	99.50%
MTTR	8 hours	8 hours	8 hours	8 hours	8 hours
CPE MTTR	2 business days	2 business days	2 business days	2 business days	2 business days
Install Interval	45 business days	120 business days	90 business days	120 business days	90 business days

SLA Objectives are effective as of the first (1<sup>st</sup>) day of the second (2<sup>nd</sup>) month after the Activation Date of each specific Access Services circuit. *All SLA Objectives will be measured on a carrier by carrier basis using each Provider’s definitions and criteria for each of the factors involved in calculating such service level agreements including, but not limited to, trouble resolution, service outage time, excluded outage time and outage count.* SLA Objectives apply only to the Access Services segment between the points where traffic enters Provider’s core switching equipment and the point where it leaves Provider’s core switching equipment.

In no event shall any failure to meet any SLA Objectives constitute, or be deemed to constitute, a breach by Granite of the Agreement with Customer.

*SLA Objectives do not apply to VoIP Services, see separate VoIP Services Service Level Agreement.*

**2. Descriptions and Definitions.**

Network Availability

“Network Availability” will be an average of actual minutes of availability of all Customer IP logical connections as a percentage of the total IP logical connection available minutes as measured over a calendar month and shall be calculated as follows:

$$\text{Network Availability} = ((\text{Calendar Month Minutes} - \text{Excluded Outage Time Minutes} - \text{Outage Time Minutes}) / (\text{Calendar Month Minutes} - \text{Excluded Outage Time Minutes})) \times 100$$

The measurement period for Network Availability commences upon receipt of Customer’s report of a service outage and creation of a trouble ticket by Granite.

Mean Time to Repair

“MTTR” = (Service Outage Time Hours - Excluded Outage Time Hours)/Outage Count, provided that Service Outage Time, Excluded Outage Time and Outage Count are measured over a single calendar month.



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### CPE MTTR

Replacement equipment provided by Granite will be shipped for second (2<sup>nd</sup>) business day delivery for Customer self-installation so long as (a) the trouble is isolated to the Granite provided and managed equipment and (b) the root cause of the failure is determined by Granite by 1pm EST.

### Install Interval

“Install Interval” is defined as the number of business days beginning on the date when Customer has provided Granite with (a) signed Service Order Documents for Access Services and such Service Order Documents are a “clean order” (meaning Customer has provided Granite with all information necessary to place the order), acceptable in all respects to Granite and (b) Granite and/or Provider(s) have accepted the service order, and ending on the Activation Date of such specific circuit. Install Intervals apply to each specific circuit individually. Install Intervals exclude any service location where facilities are determined to be unavailable or impaired by the underlying local access provider or where construction or permitting is required.

### Chronic Outages

If any service location circuit experiences a “Chronic Outage” (meaning within any given calendar month, a specific affected Access Services experiences three (3) or more outages in violation with an SLA Objective), Customer may request an escalation of repair in accordance with Granite’s escalation procedures and, upon receipt, Granite will have ten (10) business days to evaluate and prescribe resolution, including a timeline to complete the prescribed repairs. If Granite fails to perform the escalation or to resolve the Chronic Outage within the timeline prescribed, Customer may cancel that particular service location circuit without early termination fees. Service cancellations/terminations without early termination fees are not available with respect to incidents involving specific exclusions (as set forth in Section 4).

### Escalation Procedures

In the event that more expedited resolution of service-affecting issues becomes critical or Granite exceeds the MTTR, Granite will implement its established escalation procedures.

**3. Service Credits.** If Granite does not meet its SLA Objectives, Customer may receive a service credit for the Access Services impairment, proportional to SLA Objectives’ non-conformance, up to the percentage identified in Table 2.

Table 2 – Service Credit Percentages

The maximum service credit available in any given month is as follows:

<u>SLA Objective</u>	<u>Maximum Service Credit</u>
Network Availability	15% of MRC
MTTR	5% of MRC
CPE MTTR	10% of MRC
Install Interval	10% of MRC

Customer’s sole and exclusive remedy, and Granite’s sole and exclusive liability and responsibility, for any failure to meet any SLA Objectives is as stated in this Section 3 and is limited to the applicable service credits, if any.



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### Determination of Service Credits

Service credits hereunder are calculated as a percentage of the then current MRC with respect to the specific Access Services for which the service credit is requested, and may not be applied to usage charges, government fees, taxes, surcharges or any third party charges passed through to Customer by Granite. Customer may not receive more than one (1) service credit per month for any SLA Objective's non-conformance involving a specific Access Services. Multiple instances of non-conformance affecting one (1) service location circuit during a particular month will not be eligible for multiple service credits, however, if approved they will be applied toward the accumulated monthly statistics. Service credits will not be available for any Access Services terminated by Customer for cause pursuant to the terms of the Agreement. Service credits may not be carried over into subsequent months and apply only to the month in which they are issued, regardless of balance owed.

If an incident affects the performance of Access Services and results in a period or periods of interruption, disruption, failure or degradation in Access Services, entitling Customer to one (1) or more service credits under multiple SLA Objectives, only the single highest credit with respect to that incident will be applied, and Customer shall not be entitled to service credits under multiple SLA Objectives for the same incident.

### Eligibility for Service Credits

To be eligible for a service credit, Customer must: (a) open a valid trouble ticket documenting the problem and the SLA Objective's non-conformance; and (b) timely request the applicable service credit by (i) emailing [dataservicesrepair@granitenet.com](mailto:dataservicesrepair@granitenet.com) with "Access - Service Credit Request" in the subject header or (ii) contacting Customer's Granite premier representative, within thirty (30) days after the trouble ticket is closed by Granite. Each service credit request must reference the applicable trouble ticket number(s) and circuit identifier(s) for the circuit elements associated with the non-conforming event. Service credit requests will not be accepted for open trouble tickets.

Granite, without notice and at its sole and absolute discretion, may limit or eliminate Customer's eligibility to receive service credits if (a) Customer account is not current and in good standing; (b) Customer was in default of any payment or other terms at the time of the incident generating the service credit claim or prior to Granite issuing the service credit; (c) Customer has submitted an excessive number of rejected service credit claims or attempted to use the service credit process in a frivolous or fraudulent manner; and/or (d) Customer is in violation of Granite's Acceptable Use Policy or Moderation of Use Policy covering the affected Access Services.

Service credits will be determined based upon if the actual monthly average of such parameter exceeds the SLA Objective, except for Network Availability which will be calculated on a cumulative basis in a given month. Service credit requests will be reviewed and evaluated by Granite in relation to the relevant accumulated statistics in the month during which an SLA Objective's non-conforming event is alleged to have occurred. Granite's determination as to whether a SLA Objective has or has not been met shall be final. Service credit requests encompassing multiple months will be prorated in accordance with the statistical accumulations for the month in which the non-conformance occurred. Granite shall have thirty (30) business days to respond from the end of the month in which the service credit request is submitted. Service credit requests approved by Granite will be credited to Customer's account on the next billing cycle that begins after the service credit approval.

Cumulative service credits in any one (1) month must exceed \$25.00 to be processed. In no event shall Granite's total liability for any and all interruptions, disruptions, failures, and/or degradations in Access Services (including, without limitation, any failure to meet any SLA Objective set forth in this Service Level Agreement), exceed the lesser of (a) the service credit amounts Granite's receives from its Provider(s), if any, or (b) one hundred percent (100%) of the MRC for the affected Access Services.

**4. Specific Exclusions.** SLA Objectives do not include periods of service outages or other service level deficits, in whole or in part, due to any of the following causes and/or exclusions:



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- Customer fails to report the issue or request a trouble ticket.
- Service interruptions or delays arising out of or in connection with, but not limited to, the following:
  - (a) any act or omission on the part of Customer or a third party;
  - (b) interruption occurring because Customer elects not to release the Service for testing and repair by Granite but continues to use it on an impaired basis;
  - (c) failing to provide access to Customer premises as reasonably requested by Granite, its Providers or their agents to enable Granite to comply with its obligation, including having a Customer representative present to assist in performing diagnostic testing and to resolve problems should they exist;
  - (d) the failure of a service or equipment that is not part of Access Services;
  - (e) any inside wiring; and/or
  - (f) CPE, router or firewall configuration changes made by Customer or made in response to security threats, breaches or attacks.
- Granite or Customer's scheduled outages, network maintenance or emergency maintenance.
- Any force majeure event beyond the reasonable control of Granite including, but not limited to, cable cuts.
- Any failure, issue or delay associated in whole or in part with Customer's provided connection to the Granite's network and/or Provider's networks including, but not limited to, local access and cross-connect.
- Any failure, issue or delay associated, in whole or in part, with Customer's or third party's software, equipment, applications, facilities and/or internal network.
- Any event or occurrence that results in "no trouble found" by Granite.
- Access Services that have not been accepted by Customer or issues that occur within the first thirty (30) days of the Activation Date of a specific Access Service.
- Access Services that do not directly interface a port on Granite's or its Provider's network via physical or logical connection.
- During emergency network conditions where dynamic rerouting is required.
- Only apply to circuits originating and terminating in the contiguous United States.

5. **Miscellaneous.** Granite, in its sole discretion, may change, modify, revise, amend and/or restate this SLA and/or any SLA Objective from time to time without notice. Such changes or revisions shall be deemed effective upon posting of an updated Access Services (Off-Net Services) SLA to the Granite website at [www.granitenet.com](http://www.granitenet.com). Capitalized terms not defined herein shall have the meaning set forth in the General Terms of Service or the applicable Additional Terms of Service.

Dated and effective as of August 17, 2015.