



SERVICE LEVEL AGREEMENT

TRANSPORT SERVICES

This constitutes the Vision CTS, LLC ("VCTS") Service Level Agreement ("SLA") and associated Service Level Objectives ("SLO") for network performance and operational measurements provided with **VCTS Layer II Transport Services** (the "Transport Service"). Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Service Agreement (the agreement documenting the services being provided to Customer by VCTS) to which this SLA is attached or incorporated by reference (the "SA").

This SLA applies only to Transport Services such as Ethernet Private Line, Ethernet Virtual Private Line, and related point-to-point transport offerings. **This SLA does not apply to Broadband Internet access services, Dedicated Internet Access (DIA), or any other Layer III Internet services**, which are delivered on a best-efforts basis and not subject to service credits or the performance objectives defined here.

1. NETWORK PERFORMANCE

A. End-to-End Network Availability

End-to-end network availability ("Network Availability") is defined as the total number of minutes in a billing month during which a Transport Service circuit is available to exchange data between the Customer/VCTS interconnection point and the Customer's End User location, divided by the total number of minutes in a billing month.

The calculation of Network Availability commences after the Customer opens a trouble ticket ("Trouble Ticket") with VCTS based on unavailability of the Transport Service, and is based on availability during the monthly billing period in which the Trouble Ticket is opened.

B. Latency

Latency is the average round-trip network delay, measured every five (5) minutes, to determine a consistent average monthly performance level at the relevant hub. The round-trip delay is expressed in milliseconds (ms). The observation period is one (1) calendar month.

VCTS measures latency using a standard 64-byte ping between the Customer/VCTS interconnection point and Customer's End User location.

C. Throughput (Bandwidth)

Bandwidth utilization reports are available upon request. These reports show hourly, daily, and weekly inbound and outbound utilization graphs.

"Throughput" is measured relative to the theoretical maximum of the transport circuit, measured in bits per second (bps), on a circuit between the Customer/VCTS interconnection point and the Customer's End User location.

Throughput testing is performed prior to Customer acceptance of a Service Order and may be requested thereafter if the Customer experiences Service-impacting degradation. Any request after acceptance must be initiated by opening a Trouble Ticket with VCTS. Customer must provide appropriate test equipment and resources for requested Throughput testing.

“Throughput” is measured relative to the theoretical maximum of the transport circuit measured in “bits per second” on a circuit between the Customer/VCTS interconnection point and the Customer’s End User location. The Throughput test must validate 100% Throughput and will generally follow the methodology defined in the Internet Engineering Task Force (IETF) RFC 2544 and include validation with unicast and multicast Ethernet frames.

Throughput measurement testing will be performed prior to Customer acceptance of a Service Order and can be requested thereafter in the event the Customer is experiencing Service impacting degradation issues. Any time after acceptance Customer shall initiate such request by opening a Trouble Ticket with VCTS. The Throughput measurement test is intended, to validate network performance from end-to-end on VCTS’s facilities. Customer will be responsible for providing appropriate testing equipment and resources for requested Throughput testing.

2. FAULT MANAGEMENT

A. Mean Time To Restore (MTTR)

The mean time to restore (MTTR) is the average time between the opening of a Trouble Ticket and the restoration of the Transport Service.

Severity Levels:

- **Severity 1 – Critical:** Complete outage affecting Transport Service (Objective: average within 4 hours)
- **Severity 2 – Major:** Partial outage or service degradation affecting Transport Service (Objective: average within 8 hours).

“Severity 1 - Critical” is defined as a complete outage affecting Customer’s Service.

“Severity 2 - Major” is defined as a partial outage or service degradation affecting Customer’s Service.

B. *Network Maintenance*

VCTS performs routine network maintenance for improvements and preventive work. VCTS will use commercially reasonable efforts to provide seven (7) days’ notice for planned maintenance expected to result in a Service Outage. Emergency maintenance may be communicated as soon as practical.

Planned Service Outages are excluded from SLA measurements. If maintenance exceeds the scheduled time and results in an Outage, Customer may be entitled to Outage Credits under Section 5

3. ROUTINE NETWORK MAINTENANCE WINDOWS

Unless otherwise agreed, routine maintenance is performed:

12:00 a.m. – 6:00 a.m. local time, Monday through Friday

Customers will be notified by email of anticipated Planned Service Outages, including the expected time, duration, and reason.

4. SERVICE LEVEL OBJECTIVES

The following section describes VCTS's network performance objectives for Transport Services. These are **objectives, not guarantees**, and are measured on a monthly average basis.

SLO	Target
Network Availability	99.99%
Network Latency Roundtrip - Metro Ethernet Transport (<250km)	Not to Exceed 10 ms in Average Network Latency
Network Latency Roundtrip - Intra-Wide-Area Ethernet Transport (<1200km)	Not to Exceed 25 ms in Average Network Latency
Throughput (Bandwidth)	100% of Theoretical Maximum
MTTR (Depending on Severity)	4 – 8 Hours

5. OUTAGE CREDITS

In the event of a Service Outage that lasts for a continuous period of thirty (30) minutes (hereafter an "Outage"), and provided that Customer submits a request in accordance with the "Remedies" section below, VCTS shall provide a credit (the "Outage Credit") as follows:

Length of Outage (cumulative)	Credit
30 Minutes to 2 Hours	5% of MRC ("monthly recurring cost")
Between 2 - 4 Hours	10% of MRC
Between 4 - 6 Hours	45% of MRC
Between 6 - 8 Hours	70% of MRC
8 Hours or Greater	100% of MRC

All Outage Credits shall be credited to Customer no later than the second subsequent monthly invoice issued to Customer for the affected Service. **THE PROVISIONS OF THIS SECTION 5 STATE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR SERVICE OUTAGES OR SERVICE DEFICIENCIES OF ANY KIND WHATSOEVER.**

A. *Outages Over Eight (8) Hours*

Except in instances of Act of God, War, Weather, or interference by Customer or a third party, if an Outage for a single event exists for a period of at least eight (8) consecutive hours, then Customer will have the option, as Customer's sole and exclusive remedy, to either (i) terminate the affected Service without charge or liability; or (ii) continue to receive an Outage Credit. If Customer elects to terminate the Service, Customer must provide VCTS with written notice of such termination within thirty (30) days after the applicable Outage. Such termination will be effective forty-five (45) days after VCTS's receipt of such written notice of termination.

B. Remedies

Upon Customer's request to the VCTS Service Desk made within thirty (30) business days of the closing of a Trouble Ticket in which the relevant Network Availability objective was not met, Customer shall be entitled to Outage Credits as set forth herein. The maximum Outage Credit issued in any one calendar month shall not exceed the applicable month's MRC for the affected Service.

C. Outage Start/End Time For Outage Credit Calculation Purposes

An Outage will begin when Customer opens a Trouble Ticket for the affected Service and VCTS acknowledges receipt of such Trouble Ticket and validates that the Service is affected by an Outage, or when VCTS becomes aware of network Outages. VCTS will not unreasonably withhold or delay such acknowledgement and validation. An Outage is concluded when VCTS contacts Customer and closes out the Trouble Ticket relating to such Outage

D. Excessive Outage

Except in instances of Act of God, War, Weather, or interference by Customer or a third party, in the event that a Customer circuit(s) experiences either four (4) or more Outages, or twelve (12) aggregate hours of Outages in each instance in any thirty (30) day period (the "Excessive Outage"), Customer shall be entitled, in addition to the applicable Outage Credit due up to termination of the circuit, if any, to terminate the affected circuit(s) without charge or liability. If Customer elects to terminate the Service, Customer must provide VCTS with written notice of such termination within thirty (30) days after the applicable Excessive Outage. Such termination will be effective forty-five (45) days after VCTS's receipt of such written notice of termination.

E. Recurring Service Errors

If the Services contain recurring errors or deficiencies, then upon Customer's request, VCTS and Customer shall coordinate and cooperate to jointly provide the necessary personnel and equipment, at each Party's own cost, to promptly perform a root cause analysis to determine the cause of such recurring errors. Upon such joint determination VCTS shall provide Customer with a written copy of its analysis, which shall include an action plan containing a reasonably detailed description of corrective action to be taken by VCTS and the date by which such corrective action shall be completed. VCTS shall correct such recurring errors, if such errors were not caused by Customer, at no additional charge to Customer.