

SERVICE LEVEL AGREEMENTS

Service Level Agreement - GT4B Business Access and Value Added Services

SUMMARY

GT4B offers a full suite of Service Level Agreements (SLAs) in the contiguous United States for its diverse range of product offerings. Table 1 contains a summary of GT4B SLAs. Client should refer to Table 2 below to determine which SLAs apply to which products. Detailed descriptions, measurements and remedies for each SLA can be found below. Client understands that these SLAs are standard SLAs that are offered by Tier 1 based service providers. Client further acknowledges that GT4B is not the underlying carrier and these SLAs are designed to be guide to a remedy for an outage. Finally, Client acknowledges GT4B may amend the SLAs from time to time without notice.

Table 1 – GT4B SLA Summary

| SLA Summary – Monthly Metrics | | | | | |
|--------------------------------------|--|---|--|--|--|
| Access Technology | Proactive Monitoring (T1 and Business Ethernet) | DS0, DS1, Business Ethernet (symmetric speeds) & DS3 | Business Ethernet (asymmetric speeds) | IDSL & SDSL | ADSL & Cable |
| Availability (with failover)* | 100.00% | 100.00% | 99.99% | 99.99% | 99.99% |
| Availability (without failover) | 100.00% | 99.99% | 99.90% | 99.90% | 99.50% |
| Mean Time to Restore | 4 Hours | 4 Hours | 8 Hours | 16 Hours | 24 Hours |
| Roundtrip Latency** | 110 ms | 110 ms | 110 ms | 110 ms – Core Service Area 160 ms – Expanded Service Area | 110 ms – Core Service Area 160 ms – Expanded Service Area |
| Packet Delivery | 99.9 | 99.90% | 99.90% | 99.50% | 99.50% |
| Chronic Outage | 3 outages in a calendar month | 3 outages in a calendar month | 3 outages in a calendar month | 3 outages in a calendar month | 3 outages in a calendar month |
| Circuit Speed (% of Usable Rate) | As rated | As Rated | 90% | 90% | Within Range |

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| Access Technology | Proactive Monitoring (T1 and Business Ethernet) | DS0, DS1, Business Ethernet (symmetric speeds) & DS3 | Business Ethernet (asymmetric speeds) | IDSL & SDSL | ADSL & Cable |
|---|---|--|---|-------------|--------------|
| Access Circuit Install Interval (calendar days) Measured from date of accepted order. Any change requiring a order supplement restarts the provisioning interval. | DS1 Core Service Area: 30 DS1 Expanded Service Area: 45 Ethernet <= 20 Megs: 45 Ethernet > 20 Megs: 60 | DS0, DS1 Core Service Area: 30 DS1 Expanded Service Area 8: 30 DS0, DS1 Expanded Service Areas 2, 4, 5, 7, & 10: 45 DS1 Expanded Service Area 3: 60 DS3: 55 Ethernet <= 20 Mbps: 45 Ethernet > 20 Mbps: 60 | Ethernet < 30/5 Mbps: 35 Ethernet => 30/5 Mbps: 45 | 35 | 35 |
| VAS Install Interval (calendar days) Note: In addition to access installation | 30 | 30 | 30 | 30 | 30 |
| | | | | | |

*If Purchased
 ** Excludes IP SEC VPN tunnels

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Table 2

| | Managed VPN | Access & Managed Security | Access & Access Monitoring | Access Only (ADSL & Cable) | ACCESS ONLY (IDSL & SDSL) | ACCESS ONLY (DS0/DS1/ DS3/ Business Ethernet symmetric/ asymmetric) | Customer-Provided Access |
|---------------------------------|-------------|---------------------------|----------------------------|----------------------------|---------------------------|---|--------------------------|
| Availability (with failover)* | Y | Y | Y | Y | Y | Y | N/A |
| Availability (without failover) | Y | Y | Y | Y | Y | Y | N/A |
| Mean Time to Restore | Y | Y | Y | Y | Y | Y | N/A |
| Roundtrip Latency | Y | N/A | Y | N/A | Y | Y | N/A |
| Packet Delivery | Y | Y | Y | N/A | Y | Y | N/A |
| Automated Outage Notification* | Y | Y | Y | N/A | N/A | N/A | N/A |
| Chronic Outage | Y | Y | Y | N/A | Y | Y | N/A |
| Circuit Speed | Y | N/A | Y | N/A for Cable | Y | Y | N/A |
| Access Circuit Install Interval | N/A | N/A | Y | Y | Y | Y | N/A |
| VAS Install Interval | Y | Y | Y | N/A | N/A | N/A | Y |
| Definition Updates* | N/A | Y | N/A | N/A | N/A | N/A | N/A |
| *If Purchased | | | | | | | |

GT4B will not refund or credit Client for any optional or extra fees incurred in the course of installing the applicable Service, including but not limited to, inside wiring, extensive inside wiring, professional installation, missed appointment fees, billable technician dispatch, special construction charges and NID Splitters. Such fees are set forth at http://www.GT4B.com/pdfs/fee_schedule.pdf in the "Other Fees" Section.

GT4B Responsibilities: GT4B will verify each SLA credit within 30 days of the receipt of such fully completed claim, and accept and reject such claims at its sole discretion. If GT4B determines that a particular SLA was not met, a credit or other remedy will be applied during the subsequent billing cycle based on the applicable SLA remedy (see below). For example: an incident that occurred on August 20, must be claimed between September 1st and 15th, whereupon GT4B will verify the claim between October 1st and 15th, and typically place the credit on Client's November invoice.

DETAILED DESCRIPTION, MEASUREMENT AND REMEDY

1. Availability SLA

Description: GT4B's SLA for Availability is measured in minutes of uptime over the calendar month during which the GT4B-provided services (including failover Service if purchased by Client at the location in question) are available to transport IP packets.

| | |
|---|--|
| Availability (w/in a calendar month) | $\frac{\text{(Total Minutes in Month - Total Minutes of Unavailability in Month)}}{\text{Total Minutes in Month}}$ |
|---|--|

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Measurement: The Availability SLA measurement includes all elements between the Management Router (or GT4B NOC, as appropriate) and the Remote Access CPE. For Client sites using hardware-based IPSec VPN connections, the Availability SLA measurement includes both the circuit and the IPSec tunnel to the Remote VAS CPE. The Availability with failover metric may be used to measure performance only if (i) the failover service has been professionally installed by GT4B, or a GT4B-contracted representative and (ii) the failover Service is being used exclusively for the failover application as opposed to being shared with other, separate applications. Otherwise performance should be measured using the Availability without failover metric.

Availability is measured 24X7x365 from the using automated ICMP ping. For non-residential Clients, GT4B sends ICMP ping packets to the CPE router at each Client site in 3-minute increments and records each poll/answer sequence for aggregation into the monthly average calculation for each circuit. When an ICMP poll to the Client router is not answered, the GT4B will reduce the ICMP polling interval for the Client router that is not responding to the poll from 3-minutes to 1-minute until such time the device responds to the ICMP poll. Upon 3 consecutive ICMP polls failing to be answered, GT4B instantly opens a trouble ticket for non-residential sites and emails Client. For residential sites, GT4B sends ICMP ping packets to the CPE router at each Client site in 5-minute increments and records each poll/answer sequence for aggregation into the monthly average calculation for each circuit. When an ICMP poll sent to the Client router is not answered, GT4B will reduce the ICMP polling interval for the Client router that is not responding to the poll from 5-minutes to 2-minute until such time the device responds to the ICMP poll. For residential outages, GT4B will email the Client and will only open a trouble ticket if requested to do so by the Client. Alternatively, GT4B will open a trouble ticket if Client or End User contacts the GT4B NOC to inform them of a service-related issue. The period of Unavailability begins when an outage-related trouble ticket is opened by either GT4B or Client and ends when the connection is restored. Unavailability does not include periods of service degradation, such as slow data transmission. The Availability SLA takes effect on a connection-by-connection basis beginning on the 1st calendar day of the first full month after each connection is successfully installed and activated.

Remedy:

| AVERAGE AVAILABILITY | CREDIT PER CONNECTION FOR MISSED SLA |
|----------------------|--------------------------------------|
|----------------------|--------------------------------------|

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| | |
|---------------------------------|--|
| Availability ≥ SLA Metric | No Credit |
| 50% ≤ Availability < SLA Metric | 1% of the MRC of the affected circuit for each incremental percentage point below SLA Metric that the circuit was unavailable during the month |
| Availability < 50% | 100% of the MRC of the affected circuit |

2. Mean Time To Restore (MTTR) SLA

Description: GT4B's MTTR SLA is measured as the average time it takes to restore all outages for all Client sites with similar circuit types during a calendar month.

| |
|---|
| $\text{MTTR (w/in a month)} = \frac{\sum (\text{Trouble Ticket Resolved Timestamp} - \text{Trouble Ticket Opened Timestamp})}{\sum (\text{Trouble Tickets})}$ |
|---|

Measurement: MTTR is the period of time beginning when an outage-related trouble ticket is opened by either GT4B or Client and ending when the connection is restored. An outage-related trouble ticket indicates that a connection is unavailable to transport IP packets, as described above in the Availability SLA. The MTTR SLA takes effect on the 1st calendar day of the first full month after the connection is successfully installed and activated.

Remedy:

| AVERAGE AVAILABILITY | CREDIT PER CONNECTION FOR MISSED SLA |
|----------------------|--|
| ≤ SLA Metric | No Credit |
| > SLA Metric | 10% of the MRC for each circuit that experienced an outage (as documented in the GT4B Trouble Ticket System) |

3. Latency SLA

Description: GT4B's Latency SLA is measured as the roundtrip response time from GT4B to each of Client's sites across the GT4B-provided connection.

| |
|---|
| $\text{Latency} = \frac{\sum (\text{ICMP Packet Response Timestamp} - \text{ICMP Packet Sent Timestamp})}{\text{Total Number of ICMP Packets}}$ |
|---|

Measurement: The Latency SLA measurement includes all elements between the Management Router (or GT4B NOC, as appropriate) and the Remote Access CPE. The Latency measurement is the average roundtrip response time of a 32 byte ICMP PING packet to complete a roundtrip traversal from the Management Router (or the GT4B NOC, as appropriate) to the WAN interface of the Client's CPE and thus includes the serialization delay of the WAN interface of the Client's CPE. For Client sites using hardware-based IPSec VPN connections, the Latency SLA measurement is measured to the loopback interface of the remote VAS CPE device. Periods of time when the circuit utilization is greater than 75% of its stated capacity, as measured using 99th percentile sampling will be excluded from the Latency SLA measurement.

Remedy: If GT4B determines that the Latency SLA was not met and also cannot remedy the problem within 15 calendar days from the date that the Latency is reported in the associated trouble ticket the following schedule will apply:

| AVERAGE LATENCY | CREDIT PER CIRCUIT |
|-----------------|--------------------|
| ≤ SLA Metric | No Credit |

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| | |
|-----------------------------------|--------------------|
| ≤ 20ms Over SLA Metric | 5% of Circuit MRC |
| > 20ms and < 40ms Over SLA Metric | 10% of Circuit MRC |
| ≥ 40ms Over SLA Metric | 15% of Circuit MRC |

4. Packet Delivery SLA

Description: GT4B's Packet Delivery SLA (available in supported countries) is measured as the percent of packets delivered from the Client Management Router or the GT4B NOC as appropriate to each of Client's sites across the GT4B-provided connection during a calendar month.

| | | |
|-----------------|---|---|
| Packet Delivery | = | $\frac{\text{(Number of Packets Sent - Number of Packets Lost)}}{\text{Number Packets Sent}}$ |
|-----------------|---|---|

Measurement: The GT4B Packet Delivery SLA measurement includes all elements between the Management Router (or GT4B NOC, as appropriate) and the Remote Access CPE. This Packet Delivery measurement is the ratio of packets sent to those delivered successfully between GT4B and the Client's CPE WAN interface. For Client sites using hardware-based IPSec VPN connections, the Packet Delivery SLA is measured to the loopback address of the remote VAS CPE device. Periods of time when the circuit utilization is greater than 75% of its stated capacity, as measured using 99th percentile sampling will be excluded from the Latency SLA measurement.

Remedy: If GT4B determines that the Packet Delivery SLA was not met and also cannot remedy the problem within 15 calendar days from the date that the Packet Delivery issue is reported in the associated trouble ticket the following schedule will apply:

| <i>AVERAGE PACKET DELIVERY</i> | <i>CREDIT PER CIRCUIT</i> |
|--------------------------------|---------------------------|
| ≥ SLA Metric | No Credit |
| 95% to SLA Metric | 5% of Circuit MRC |
| ≥ 90% and < 95% of SLA Metric | 10% of Circuit MRC |
| < 90% of SLA Metric | 15% of Circuit MRC |

5. Chronic Outage SLA

Description: A Chronic Outage is considered to be a series of 3 or more service outages, each having a Time To Restore (TTR) exceeding a specified length, which repeatedly affects a single circuit during a calendar month. The specified length of the TTR is determined by circuit type, as defined in Table 1 – GT4B SLA Summary.

Measurement: GT4B will determine whether three or more Trouble Tickets were opened within a calendar month for a given circuit each of which exceeds the Time To Restore SLA.

Remedy: If GT4B determines that the Chronic Outage SLA was not met GT4B shall have 30 days from the date that the Chronic Outage issue is reported in the associated trouble ticket to remedy the problem. If Client experiences a Chronic Outage, as defined above, during the 30-day remedy period, Client may switch the circuit to another GT4B access service with no termination or installation fees, or Client may cancel the circuit with no penalty. If Client elects to switch the circuit to another GT4B access service, Client shall pay the MRC of the new service once it has been installed.

6. Circuit Speed SLA

Description: Circuit Speed is defined as the usable data transfer rate across Client's WAN access circuit.

Measurement: Circuit Speed is determined by checking the synchronization speed of the Access CPE. The Circuit Speed SLA measurement is based on the usable data rate, which for DSL circuits is assumed to be 10% less than the raw data rate because of the overhead associated with the ATM or frame protocol used on these types of access circuits. ~~Cable services are best effort services with no Circuit Speed guarantee or SLA.~~

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Remedy: If GT4B determines that the Circuit Speed SLA was not met and cannot remedy the problem within 30 calendar days from the date that the Circuit Speed issue is reported in the associated trouble ticket, Client may switch the circuit to another GT4B access service with no Termination or Installation fees or cancel the circuit with no penalty. If Client elects to switch the circuit to another GT4B access service, Client shall pay the MRC of the new service once it has been installed.

7. Installation Interval SLA

Description: The Installation Interval is the period of time between when a complete and accurate order for service is submitted by Client, or its representative, and when the circuit and/or connection is successfully activated and available to transport IP packets. Service Orders that are rejected by the access provider are not included – if such orders are resubmitted, the new submission date becomes the start date for the new order.

Measurement: The Installation Interval calculation is subject to the following conditions:

- Client shall cooperate with GT4B throughout the installation process, including providing complete and accurate information for a service order which contains the required detailed demarcation information and contact information of on-site personnel. Changes to an order made by or on behalf of Client, or the occurrence of events outside the control of GT4B, such as Force Majeure or special facilities construction may result in delays that will be excluded from the Installation Interval SLA calculation.
- A Client representative must be physically present on-site at the time of installation and must provide access to the designated location's phone and/or wiring closet(s) on the date(s) designated by GT4B. Such physical access and escort must also be provided to the local telecom provider to perform its tasks necessary for installation of the access circuit.

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- All access circuits (including local loops, cross-connects, and end-link circuits) must be ordered by GT4B and all equipment must be provided and configured by GT4B.
- The Installation Interval does not include the time between when the CPE is delivered to the Client site and when the Client, End User, or Client technician connects this equipment to the circuit, plugs it in to a power source and turns it on, and notifies the GT4B NOC that it is ready for service activation.
- Installation will be deemed complete on the earlier of when GT4B can successfully PING / log to/from an appropriate entity at the Client premise or 5 days after the circuit has been installed by the local telecom provider.

Remedy: If GT4B determines that the Installation Interval SLA was not met the following schedule will apply:

| <i>INSTALLATION INTERVAL</i> | <i>CREDIT PER CIRCUIT</i> |
|-------------------------------------|--|
| ≤ SLA Metric | No Credit |
| ≤14 Calendar Days over SLA Metric | 25% of the first month's MRC for the affected circuit / product (does not include DS1/DS3 "local loop" charges or 3 rd Party access services) |
| > 14 Calendar Days over SLA Metric | 50% of the first month's MRC for the affected circuit (does not include DS1/DS3 "local loop" charges or 3 rd Party access services) |

Note: In the event of a delay in installation that entitles Client to an Installation Interval SLA credit, Client shall still be liable for the DS1/DS3 local loop charges associated with the affected circuit, if applicable, beginning on the actual installation date of the local loop.

8. Value-Added Service (VAS) Install Interval SLA

Description: In cases where additional functionality is necessary beyond terminating the access, or where special CPE configuration is required, for example to deliver VAS such as VPN, Security or failover capability, GT4B offers a separate SLA. The VAS Install Interval begins when the access circuit installation is complete and ends when the GT4B or GT4B-contracted resource connects the VAS CPE to the circuit, plugs it into a power source, turns it on, configures, tests, and notifies the GT4B NOC that the VAS CPE is ready for service activation.

Measurement: The VAS Install Interval calculation is subject to the following conditions:

- Client shall cooperate with GT4B throughout the installation process, including providing complete and accurate information for a service order which contains the required detailed demarcation information and contact information of on-site personnel. Changes to an order made by or on behalf of Client, or the occurrence of events outside the control of GT4B, such as Force Majeure or special facilities construction may result in delays that will be excluded from the VAS Install Interval SLA calculation.
- A Client representative must be physically present on-site at the time of installation and must provide access to the designated location's phone and/or wiring closet(s) on the date(s) designated by GT4B. Such physical access and escort must also be provided to the local telecom provider to perform its tasks necessary for installation of the access circuit.
- All equipment must be provided and configured by GT4B.
- Installation will be deemed complete on the earlier of when GT4B can successfully PING an appropriate entity at the Client premise or 5 days after the circuit has been installed by the local telecom provider.

Remedy: If GT4B determines that the VAS Install Interval SLA was not met the following schedule will apply:

| <i>VAS SERVICE INSTALL INTERVAL</i> | <i>CREDIT PER SERVICE LOCATION</i> |
|--|---|
| ≤ SLA Metric | No Credit |
| ≤14 Calendar Days over SLA Metric | 25% of the first month's MRC for the affected VAS |
| > 14 Calendar Days over SLA Metric | 50% of the first month's MRC for the affected VAS |

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9. Definition Update SLA

Description: GT4B's Definition Update SLA is measured as the amount of time in excess of 3 hours from the time of incident submission to GT4B of a recognized event to the time GT4B defines or updates the policy. For the purposes of this SLA, the definitions relate to: Virus, and Intrusion Prevention Definitions.

Remedy: If GT4B determines that the Definition SLA was not met and also cannot remedy the problem within 15 calendar

$$\text{Excess Time} = (\text{Timestamp of virus/intrusion submission to GT4B} - \text{Timestamp of update}) - 3 \text{ hours}$$

days from the date that the issue is reported in the associated trouble ticket the following schedule will apply to Anti-Virus and/or Intrusion Prevention services only - non affected Managed Security Services will receive no credit:

| DEFINITION UPDATE | CREDIT PER AFFECTED LOCATION |
|--------------------------------------|-------------------------------------|
| 0 ≥ Excess Time | No Credit |
| 0 minutes < Excess Time ≤ 30 minutes | 15% of Managed Security Service MRC |

GENERAL TERMS & CONDITIONS

The following terms and conditions apply to GT4B's SLAs:

- a. Client must qualify for these SLAs by purchasing a product that GT4B provides including but not limited to: DS1/DS3 circuits, EoC, IDSL/SDSL circuits, or ADSL/Cable circuits. The Client account must be current and in good standing, otherwise no SLA credits will be issued. This SLA only applies to all circuits that GT4B has provisioned using one of its Access Providers and that have met GT4B's circuit quality acceptance criteria.
- b. For Services where Automated Outage Notification is provided, Client must opt for Trouble Ticket Notifications, as specified in their Customer Support Procedures Document. GT4B will be relieved of its obligations pertaining to the Outage Notification SLA if the Client contact information in the Customer Support Procedures Document is out of date or inaccurate due to Client's action or omission, or if Client does not abide by the procedures agreed upon in the Customer Implementation Plan and the Customer Support Procedures Document.
- c. No credits shall be issued for SLA violations caused by or attributed to problems associated with inside wiring.
- d. No credits will be granted to Client for any SLA violations that are directly or indirectly caused by acts or omissions by (a) the Client or End User, (b) any third party or person that is not a provider of services to GT4B, (c) router or firewall configuration changes requested by Client or in response to security threats, breaches, or attacks or (d) a Force Majeure event.
- e. Time associated with GT4B scheduled outages and maintenance, emergency maintenance, and Client or End User caused outages or support delays are excluded from Availability, MTTR, and Chronic Outage SLA calculations, and are not applicable to the Outage Notification SLA. Latency and Packet Delivery SLA commitments do not apply during GT4B scheduled maintenance and emergency maintenance time periods. Latency SLA commitments do not apply when Client connection is on the failover circuit.
- f. These SLAs require that Client representative be available at the location in question and able to assist in

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performing diagnostic testing to verify and resolve problems should they exist.

- g. Client must initiate requests for credits as specified herein. Claims can only be made by, and credits issued to, Client. All claims for credits are subject to GT4B review and verification. GT4B's determination as to whether an SLA has or has not been met shall be final. Credits are exclusive of any applicable taxes charged to Client or collected by GT4B. Credits provided by GT4B shall not be cumulative or consist of multiple SLA credits for any single failure, or in any case be greater than 100% of the MRC for an affected circuit or connection within any given month. Credits may not be carried over into subsequent months and apply only to the month in which they are issued, regardless of balance owed.

- h. GT4B reserves the right to modify the claim forms and information required at any time without notice to Client. GT4B, without notice and at its sole discretion, may limit or eliminate Client's eligibility to receive SLA credits if (i) Client was in default of any payment terms at the time of the incident generating the SLA claim or prior to issuing the credit, (ii) Client has submitted an excessive number of rejected SLA claims or attempted to use the SLA credit process in a frivolous or fraudulent manner, or (iii) Client or End-User is in violation of the Acceptable Use Policy covering the affected circuit.

- i. Customer Premise Equipment is not included in the SLA measurements unless otherwise notes, and then only if Client has purchased GT4B's Managed CPE Plus service.

Service Level Agreement - GT4B Business Voice Services

GT4B is committed to providing a reliable, high-quality network to support Clients using GT4B's Business Voice Services. GT4B's Business Voice Services include "Hosted Voice", "PRI", "SIP" and Analog Line Replacement Service"(Collectively referred to herein as "Voice Services"). This Service Level Agreement ("SLA") applies only to GT4B Clients receiving Voice Services with a GT4B provided local access circuit (ADSL, SDSL or T1 or greater) with Voice QoS Optimization and with GT4B provided CPE. Clients buying Voice Services on other types of technology, including some provided by GT4B and including customer provided access may not be able to get Voice QoS Optimization. In such cases, these SLA do not apply.

The following SLA represents GT4B's sole responsibility and Client's sole remedy related to GT4B Voice Services regarding the Voice Service Application SLA and any Voice Service Availability Guarantee.

DEFINITIONS

Client

Client shall mean a GT4B customer who has executed a binding agreement for GT4B's Voice Services, excluding any Client whose account is, or during the period in question, was not in good financial standing with GT4B.

The terms of this SLA take effect immediately upon the completion of Client's service installation. Client is eligible to receive all credits for GT4B not meeting its service commitments for the month, regardless of when the Client's Voice Services were activated during that month. In the month when a Client's Voice Services are terminated, Client is not eligible to receive credits for GT4B not meeting its service commitments for that month.

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Service Fee

The Basic Service Fee for a Client with GT4B's Voice Services is the base monthly recurring fee paid for the Voice Services Feature Pack (Voice Circuit Cost – Monthly Recurring Cost – MRC) for an individual hosted seat, trunk or line plus the monthly recurring charge for any additional services added to the Voice Services Feature Pack. Additional fees consist of virtual phone extensions, conference call features, Isymphony, add-on voice features, IP addresses, enhanced routing options, usage-based charges, or burst able bandwidth.

Network Maintenance

Scheduled Network Maintenance refers to normal maintenance scheduled for the upgrade of data networks, voice networks, and servers used to deliver Data and Voice Services to Client.

Emergency Network Maintenance refers to GT4B's and underlying supplier's efforts to correct network conditions that are likely to cause service outages or severe network performance degradation impacting multiple Clients and requires immediate action. Such effects related to Network Maintenance shall not give rise to service credits outlined in this SLA.

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Chronic Outage Term Waiver For Services with Voice

In the event that during any thirty (30) day period of service, Client is eligible for credit for four (4) or more individual issues under this Service Level Agreement for the Voice Services and Voice Services with Voice QoS Optimization, such being a Chronic Outage ("Chronic Outage"), Client may terminate the effected Voice Services with QoS Optimization without liability for further term commitments. In the event that Client terminates Voice Services with QoS Optimization (which may include the GT4B provided access circuit) as allowed by this provision, Client will remain responsible for all fees

and charges for any Site Survey, Installation, Equipment and services used. GT4B must receive written notice of Client's intent to terminate service as permitted herein within thirty six (36) hours of the completion of the thirty (30) day period in which the qualifying events occurred.

Availability Guarantee: GT4B Data Circuit, T1, Bonded T1 or Business Ethernet with Voice QoS

Optimization When the service is provisioned at a Client location over a GT4B provided Data Circuit, T1, Bonded T1 or Business Ethernet connection and purchased with Voice QoS Optimization a credit allowance will be given for interruptions in the voice services application preventing inbound or outbound calling on any or all seats or lines or complete outage of any or all GT4B Voice Services at that Client location in excess of 30 minutes for each seat or line affected. The time attributed toward Voice Service Unavailability begins when the Trouble Ticket reporting the outage is opened by Client with GT4B and ends when the affected service is again operational. Two or more interruptions of 15-minutes or more during any one 24-hour period will be combined into one cumulative interruption.

| Length of Interruption | Credit Per Seat / Line Affected |
|-----------------------------|---------------------------------|
| 30 minutes to 1 hour | 2 day |
| 1 hour 1 minute to 24 hours | 3 days |
| 24 hours 1 minute or more | 10 days |

The Voice Service Availability guarantee is subject to the following limitations:

- Voice Services used at locations other than locations using GT4B provided Data Circuit, T1, Bonded T1 or Business Ethernet connectivity with Voice QoS Optimization are excluded from this SLA.
- No credit allowance will be made for any interruption in service:
 - A) Due to the negligence of or noncompliance with the provisions of the Voice Services contract (including its payment terms).
 - B) Due to the failure of power at the Client premise.
 - C) Due to the failure of customer premise equipment (CPE) or other Hardware.
 - D) Due to the failure of equipment, CPE configuration changes, new equipment and systems added to the network, connections or services not provided by GT4B.
 - E) Due to circumstances or causes beyond the reasonable control of GT4B.
 - F) During any period in which GT4B is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions.
- Inability to access the Web-based voice portal will not give rise to service credits outlined in this SLA.
- The amount of credit available per month is subject to a cap described in the Fee Schedule.