

Packet Delivery:

MASERGY will meet the following packet delivery metrics between Masergy hubs:

Normal	Priority	Critical (within CSIR)	Voice (within CSIR)	Video (within CSIR)
99.9%	99.9%	99.99%	100%	100%

In the event that MASERGY fails to meet its packet delivery target in any given calendar month, Customer will be eligible to receive a credit equal to one day of the affected site's monthly recurring Masergy port service fee (excluding local access circuit charges) for the month in which the packet delivery target is not met.

In order to be eligible for the packet delivery credit, Customer must notify MASERGY within five (5) business days of the end of the month in which the packet delivery failure occurred. Packet delivery will be tested and calculated by MASERGY, and Customer should report and make claims via the MASERGY web site. Packet delivery failures caused by Force Majeure events do not apply and any increments of time affected by such events will not be used in the calculation of the monthly packet delivery measurement.

Service Installation:

MASERGY will meet the following service installation intervals:

- 35 business days from date of order acceptance by MASERGY for T1 in US
- 40 business days from date of order acceptance by MASERGY for On Net E1 in Europe and Asia Pac
- 65 business days from date of order acceptance by MASERGY for Off Net E1 in Europe and Asia Pac
- 50 business days from date of order acceptance by MASERGY for T3 in US
- Individual Case Basis STM1/OC3, Ethernet, T1, E1, E3, T3 in Rest of World

For E1 installations in Europe and AsiaPAC, On Net and Off Net refers to the MASERGY selected tail circuit provider network.

If MASERGY does not meet these installation intervals, then Customer will be eligible to receive a credit equal to 100% of the MASERGY Port Start-up Charge for that circuit. Eligibility for the Service Installation credit is dependent upon MASERGY's receipt and acceptance of a signed Customer Service Order Form with the appropriate Service Agreement (or Master Service Agreement, as applicable), completed Customer Information Form and Customer passing a MASERGY credit check. The Service Installation remedy shall not apply if special construction is required for circuit delivery, to Customer-ordered local access circuits, to installation delays attributable to acts or omissions of Customer or end-user or to Customer's or end-user's equipment, or to delays attributable to Force Majeure events.

Service Availability:

MASERGY is committed to delivering during each month of the term of Customer's agreement with MASERGY network availability of:

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MASERGY is committed to delivering during each month of the term of Customer's agreement with MASERGY network availability of:

Contiguous US	Europe	Asia Pac	Rest of World
99.999%	99.999%	99.9%	99.75%

Service Availability is defined as: *Percentage Availability = A/M *100*, where *A* is the total number of minutes during the month for which the service was available and *M* is the total number of minutes in the month.

In the event that the Service is unavailable and fails to meet the availability target due to a MASERGY network outage (outside of maintenance periods or a planned maintenance outage coordinated with Customer), Customer will be eligible to receive a credit equal to two days of the affected site's monthly recurring Masergy port service fee (excluding fees for MASERGY-ordered local access circuits) for each cumulative hour that the Masergy Services contracted for by Customer were unavailable during the month in which the outage event(s) occurred, not to exceed one month's port service fees.

In order to be eligible for the service unavailability credit and term reduction, Customer must either (a) be notified by MASERGY of the outage event in accordance with the outage notification procedures set forth below or (b) notify MASERGY's Customer Support within five (5) business days of the outage event with verification by MASERGY of the outage. The length of service unavailability will be calculated by MASERGY based upon timeframes for opening/closing Customer service tickets. Outages caused by acts or omissions of Customer or end-user or Customer's or end-user's unauthorized use of the service, or by network maintenance, repairs, improvements or modifications deemed necessary by MASERGY in its sole discretion, or by outages attributable to Customer-ordered local access circuits, or by Customer or end-user premise equipment failure, or by Force Majeure events caused by an action not under MASERGY's direction or control shall not be included in the calculation of service unavailability.

Proactive Outage Notification:

In the event of a service outage, MASERGY will proactively deliver notification to Customer within five (5) minutes of MASERGY's confirmation of a Customer-affecting outage as detected by MASERGY's Network Management System. MASERGY's standard procedure is to monitor the Customer's circuit on five (5) minute monitoring cycles. Two monitoring cycles of no response shall constitute service unavailability and will trigger initiation of proactive outage notification procedures by MASERGY. The proactive outage notification process will involve MASERGY delivering notification to the Customer's specified point of contact, as specified in the MASERGY Customer Information Form, via email, telephone, or pager that an outage has occurred.

In the event that MASERGY does not provide this proactive outage notification, Customer will be eligible to receive a credit equal to one day of the affected site's monthly recurring Masergy port service fee (excluding local access circuit charges), not to exceed one month's port service fees. Customer must request this credit within five (5) business days of the outage event for which proactive notification was not provided. Customer shall be ineligible to receive remedies if MASERGY's failure to notify is due to outdated, incomplete or inaccurate contact information on the MASERGY Customer Information Form due to Customer's action or omission, or if MASERGY's failure to notify is due to Force Majeure events.

Jitter SLA: Video and Voice Service Plane Maximum IP Packet Jitter

MASERGY's target for maximum delay variance between MASERGY hubs for Video and Voice Enabled services is less than 5 ms. This SLA applies to packets on the Video and Voice Service Planes only.

In the event that MASERGY misses its jitter target in any given calendar month, Customer will be eligible to receive a credit equal to one day of its monthly recurring Video and Voice Grade IP service fee(s) (excluding local access circuit charges and basic data port fees) for the month in which the target is not met. In order to be eligible for the jitter credit, Customer must notify MASERGY within five (5) business days of the end of the month in which the maximum delay variance metric was missed.

Fast Fail-Over SLA: Video and Voice Service Plane Network Recovery

If any link on the MASERGY network being used for Video or Voice becomes unavailable during a Voice or Video call, the link will transparently be rerouted on an alternate standby path in less than one (1) second. This SLA applies to traffic on the video and voice service planes only.

In the event that MASERGY misses its network recovery SLA target in any given calendar month, Customer will be eligible to receive a credit equal to one day of the affected site's recurring Video and Voice Grade IP service fee(s) (excluding local access circuit charges and basic data port fees) for the month in which the target is not met. In order to be eligible for the recovery credit, Customer must notify MASERGY within five (5) business days of the end of the month in which the packet delivery metric was missed.

NOTES relating to all types of Service Credit

- Service Credit is defined to be one or more days' free Service credited to the Customer against the monthly bill for service, in the next billing cycle following the date on which the service credit was determined.
- One day's free Service is defined to be the monthly recurring port charge divided by 30 days.
- The maximum amount credited to a Customer in any one month will not exceed the monthly recurring port fee.
- Service credits only apply to Services provisioned for more than 30 days.
- SLA timeframes exclude periods during which (i) MASERGY does not have access to the premises where access lines to Services are terminated; or (ii) Customer doesn't release services for testing and/or repair and continues to use them on an impaired basis.
- SLA's exclude interruptions caused by Customer (or Customer premises equipment) or other users of the Services.
- SLA's exclude interruptions resulting from Customer's (or its end-users) unauthorized or unlawful use of the Services.
- Masergy has the right to alter Availability SLA's for ROW with written notice to customer prior to Masergy ordering the local access circuit. Customer may cancel order upon notification if this SLA change is unacceptable.