

## Service Level Agreement (SLA)

BRIGHT PACKET Services are backed by specific service level guarantees.

**SERVICE AVAILABILITY:** 99.90% monthly service availability **NETWORK DELIVERY:** 99.90% of data packets sent over the network

The BRIGHT PACKET IP Network, as defined in this section, is guaranteed to be available and capable of forwarding IP packets 99.90% of the time, as averaged over a calendar month. The BRIGHT PACKET IP network includes the customer's access port (the port on the BRIGHT PACKET aggregation router upon which the customer's circuit terminates) and the BRIGHT PACKET IP backbone network. The BRIGHT PACKET IP backbone network includes BRIGHT PACKET owned and controlled routers and circuits (including any transit connections). If the Network Availability guarantee is not met in a calendar month, the customer will receive a credit of 1/30th of the Monthly Recurring Charge (MRC) for that month for each full hour of outage in excess of the 99.90% guaranteed under this SLA. Limits on the credit and the reporting procedures are detailed below.

### Latency Guarantee (55 Milliseconds):

The BRIGHT PACKET IP backbone network (as defined in the previous section) is guaranteed to have an average round trip packet transit time within the BRIGHT PACKET IP backbone network over a calendar month of 55ms or less. The average latency is measured as the average of 15-minute samples across the BRIGHT PACKET IP backbone network taken throughout the calendar month.

If the Latency guarantee is not met in a calendar month, the customer will receive a credit of 1/30th of the Monthly Recurring Charge (MRC) for that month for each full 1ms above the 55ms average maximum guaranteed under this SLA. Limits on the credit and the reporting procedures are detailed below. **Packet Loss:** The BRIGHT PACKET IP backbone network (as defined above) is guaranteed to have a maximum average packet loss of less than 1% over a calendar month. The packet loss is measured as the average of 15-minute samples across the BRIGHT PACKET IP backbone network taken throughout the calendar month. If the Packet Loss guarantee is not met in a calendar month, the customer will receive a credit of 1/30th of the Monthly Recurring Charge (MRC) for that month for each full 1% above the 1% average maximum guaranteed under this SLA. Limits on the credit and the reporting procedures are detailed below.

#### Network Jitter Guarantee:

The average network jitter delay caused by the BRIGHT PACKET IP backbone network (as defined above) is guaranteed not to exceed 1ms during any calendar month. If this Guarantee is not satisfied during a calendar month, the customer will be credited 1/30th of the Monthly Recurring Charge (MRC) for each full millisecond (1ms) exceeding the 1ms average.

#### Network Outage Guarantee:

TIME TO RESTORE SERVICE: 8 hours mean time to repair (MTTR)

Limits on the credit and the reporting procedures are detailed below.

#### Credit Limits and Reporting Procedures:

Total credits under this SLA are limited to the Monthly Recurring Charge (MRC) for the affected DIA service for the month in which the service does not meet the guarantees. The above guarantees do not include the local access circuit (e.g. local loop), Customer Premises Equipment (router or CPE) or the customer's Local Area Network (LAN), scheduled maintenance events, customer caused outages or disruptions, interconnections to or from and connectivity within other Internet Service Provider (ISP) networks, and force majeure events (as defined in the relevant service contract). Customer's sole remedies for any outages, failures to deliver or defects in Service are contained in the Service Levels (if any).

#### For A Dedicated T1 Internet Service

Cumulative Unavailability (in Hrs: Mins: Secs)	Service Level Credit
00:00:01 – 08:00:00	No Credit
08:00:01 – 16:00:00	5% of the MRC
16:00:01 – 24:00:00	10% of the MRC
After 24:00:00 hours	Additional 5% of the MRC for each 1 hour
Maximum in a billing cycle	50% of the MRC

Please call BRIGHT PACKET Customer Care at 1.714.705.4929 to request a Dedicated Internet Access (DIA) Service Level Agreement (SLA) credit.