

Spectrum Business

Service Level Agreement for Enterprise Services:

Enterprise Internet

This Service Level Agreement (“SLA”) for Enterprise Internet (referred to herein as “EI” or the “Service”) is a part of, and hereby incorporated by reference into the Spectrum Business (“Spectrum”) Agreement for Enterprise Services (including the terms and conditions, attachments, and Service Orders described therein, the “Service Agreement”). To the extent any provision of this SLA conflicts with the Service Agreement, this SLA shall control. Performance goals for the Services (“SLA Targets”) are set forth in the tables below. Capitalized words used but not defined herein shall have the meanings assigned to them in the Service Agreement.

I. Priority Classification and Definitions

Priority classifications for Service Disruptions and Service Degradations are described as follows:

Priority	Criteria
Priority 1	- Service Disruption resulting in a total loss of Service; or - Service Degradation to the point where Customer is unable to use the Service (each a “Priority 1 Outage”)
Priority 2	Service Degradation where Customer is able to use the Service
Priority 3	- A service problem that does not impact the Service; or - A single non-circuit specific quality of Service inquiry

As used in this SLA, the following terms have the meanings assigned below:

“Service Disruption” is defined as an outage, disruption, or degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum network hub to: (i) transmit and receive network traffic on Customer’s connection at the Spectrum network hub; or (ii) exchange network traffic with another Spectrum network hub. The Service Disruption period begins on the earlier of (i) when Spectrum opens a trouble ticket in connection with a Service Disruption that Spectrum detects and verifies, or (ii) when Customer reports a Service Disruption by contacting Enterprise Technical Support, and then Spectrum validates that the Service is affected and creates a corresponding trouble ticket. The Service Disruption ends when the affected Service has been restored.

“Service Degradation” means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, but Customer’s use of the Service is impacted.

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum is unable to gain access to Customer’s Service Location to troubleshoot, repair or replace equipment or the Service, (iv) Service problems resulting from acts or omissions of Customer or Customer’s representatives or agents, (v) Customer equipment failures, (vi) Customer does not release the Service for testing, and (vii) Force Majeure Events.

II. SLA Targets for EI Service

Service Availability	Mean Time To Restore (“MTTR”)
99.9%	Priority 1 Outages: within 4 hours

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.9% Service Availability Target.

Downtime Table		
Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.9% for 31 Days	44,640	44.6
99.9% for 30 Days	43,200	43.2
99.9% for 29 Days	41,760	41.8
99.9% for 28 Days	40,320	40.3

SLA Targets are measured from Customer's Service Location to the location where Spectrum has local access to the Internet (i.e., the Spectrum point of presence) at the individual circuit or Service level, and any applicable credits are issued only for the affected EI circuit or Service (the "Affected Service").

III. SLA Calculations

1. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month, less the number of minutes in the calendar month that the Service is unavailable due to a Priority 1 Outage ("Downtime"), with such difference divided by the total number of minutes in the calendar month, and expressed as a percentage.

Service Availability per calendar month is calculated as follows:

Service Availability = $\frac{\text{Total number of minutes in the calendar month} - \text{Downtime}}{\text{Total number of minutes in a calendar month}} \times 100$
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2. Mean Time to Restore ("MTTR")

The MTTR SLA Target is applicable to Priority 1 Outages and is measured, each calendar month, as the average time for Spectrum to restore Priority 1 Outages, calculated as the cumulative length of time it takes Spectrum to restore a Service following a Priority 1 Outage divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the respective calendar month for the Service.

MTTR per calendar month is calculated as follows:

Mean Time to Restore = $\frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per Service in the calendar month}}{\text{Total number of Priority 1 Outage trouble tickets per Service in the calendar month}}$

IV. Remedies

1. Service Credits

If a Service fails to satisfy the SLA Targets during any calendar month and Customer is in compliance with the terms of the Service Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of monthly recurring charges ("MRC") for the Affected Service as set forth in the tables below. Any credit to be applied will be offset against amounts due from Customer to Spectrum in the billing cycle following the date Spectrum makes its credit determination. Credit requests must be submitted to Spectrum within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum will exercise commercially reasonable efforts to respond to such credit requests within thirty (30) days of receipt thereof.

Service Availability Credits		
Downtime		Service Credit
> 43.2 minutes*	< 3 hours	10% of MRC
≥ 3 hours	< 4 hours	20% of MRC
≥ 4 hours	< 12 hours	30% of MRC
≥ 12 hours	< 24 hours	40% of MRC
≥ 24 hours		50% of MRC

*The Downtime value reflected in this cell is based on a 30 day month. This value is determined based on the Downtime minutes per the Downtime Table in Section II above. For example, in a 31 day month, this value will be 44.6 minutes.

Mean Time To Restore ("MTTR") Credits	
MTTR > 4 hours < 12 hours	30% of MRC
MTTR ≥ 12 hours	40% of MRC

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Service Credits hereunder shall not be cumulative per Service. The aggregate credit amount due to Customer in any month will not exceed 100% of the MRC for the Affected Service. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum's sole and exclusive liability, with respect to any missed SLA Targets.

2. Chronic Priority 1 Outages

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum all amounts due at the time of such termination for all Services provided by Spectrum pursuant to the Service Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits.

V. Network Maintenance

Maintenance Notice:

Customer understands that from time to time, Spectrum will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. local time.