



SERVICE LEVEL AGREEMENT BROADBAND INTERNET ACCESS SERVICES

This NetWolves Service Level Agreement ("SLA") provides detailed Descriptions of Metrics for NetWolves service performance and installation for Business Internet Access Services ("BIA Services"). This SLA covers only: (a) Dedicated Loop Asymmetric Digital Subscriber Line Services ("ADSL"), (b) Symmetric Digital Subscriber Line Services, (c) T1 Digital Trunk Line Services, (d) Coaxial and Optical Fiber Digital Cable Services, (e) Shared Access ADSL Services, (f) DS3/OCX, and (g) Ethernet Access Services. It applies only to End User Circuits provided by NetWolves. This SLA applies only to the above noted versions of NetWolves' Services. This SLA is applicable only to NetWolves' customer ("Customer"), which includes customers of authorized NetWolves agents and resellers. Customer's end users are not eligible for coverage under the SLA.

1. Overview

1.A This SLA provides detailed Descriptions of Metrics for Service performance and installation and is the basis for certain service level agreements between Customer and NetWolves.

1.B Overview Definitions

Service Metrics Table definitions. All capitalized terms not defined in this SLA shall have the meaning ascribed to them in the Agreement between Customer and NetWolves:

"Metric" means the performance measures for specific NetWolves functions and includes the Description, Measurement Method, Objective and Service Credit, if any.

"Description" means the specific NetWolves function measured.

"Measurement Method" means the method for determining NetWolves' performance and the frequency of the measurement.

"Objective" means the target performance Customer expects NetWolves to achieve, as outlined herein.

"Service Credit" means the amount Customer may request of NetWolves where applicable, if NetWolves does not meet the Objective in the prescribed period.

"Enterprise" means Ethernet, DS3, OCX, and T1 Services.

"Standard" means ADSL Services (other than those described as "Enterprise" Services) and Coaxial and Optical Fiber Digital Cable Services.

"T1" means all dedicated DS1 services running at 1.544 Mbs or fractions thereof.

"Service Family" means a particular type or family of services. The following are each a separate *"Service Family"*: (a) Dedicated ADSL Services, (b) Symmetrical DSL Services, (c) Enterprise Services, (d) T1 Services and (e) Coaxial and Optical Fiber Digital Cable Services and (f) Shared Access ADSL Services.

"Customer Premise Equipment" ("*CPE*") means modems, routers, switches, telephone and other service provider equipment that is located on the Customer's premises (physical location) rather than on NetWolves' or its subcontractors premises or in between.

"End User Circuit" means a subscriber line deployed by means of digital subscriber line, broadband or other communication technologies.



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1.C Exceptions to NetWolves' SLA Obligations.

Notwithstanding anything in this SLA to the contrary, NetWolves will only issue Service Credits to Customer upon its failure to meet Objectives for certain Metrics in the Service Metrics Table. However, NetWolves will not be liable for Service Credits in the following situations and as otherwise described herein:

- (i) prior to the successful completion of installation (i.e., the Billing Start Date) for an End User Circuit,
- (ii) interruptions of Service caused by Customer, End User, or any third party other than NetWolves or NetWolves' authorized agents or suppliers,
- (iii) interruptions or delays due to Customer Premise Equipment, whether provided by NetWolves or others,
- (iv) interruptions during periods of scheduled maintenance or network upgrades,
- (v) interruptions during periods when End User elects not to release its Service for testing and/or repair,
- (vi) interruptions during any period when End User releases a Service for maintenance or rearrangement purposes, or for implementation of a Customer order or request,
- (vii) interruptions during any period when NetWolves or its agents are not afforded access to the End User premises where Services are terminated,
- (viii) interruptions not reported to NetWolves or where there is trouble reported, but no trouble found by NetWolves,
- (ix) services provided by NetWolves not covered by this SLA and any charges related thereto remain the responsibility of Customer without regard to the terms of this SLA, or
- (x) Force Majeure events.

NetWolves will nevertheless use its reasonable efforts to seek a prompt resumption of Service and/or resolution of transmission problems in those circumstances where such efforts have a reasonable likelihood of achieving a resumption of Service.

1.D Exceptions

- (i) Except for Installation Interval Service Credits, total service credits provided by NetWolves in a given month applicable to an End User Circuit may not exceed thirty-five percent (35%) of the monthly recurring fees charged by NetWolves during such month for such End User Circuit. Any service credits in excess of thirty-five percent (35%) will not carry over into later invoices. Credits provided by NetWolves hereunder shall not be cumulative for any single failure.
- (ii) This SLA applies to BIA Services provided by NetWolves only when the order for such services, signed by a duly authorized representative of NetWolves, expressly provides for coverage under this SLA.



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2. General Definitions

- 2.A *"NetWolves Network"* means the infrastructure, facilities, and equipment owned, leased operated, or controlled by NetWolves and its subcontractors used to provide Services. The NetWolves Network excludes End User CPE, inside wiring at an End User's premises, and any network infrastructure, facilities, or other components not owned, leased, operated, or controlled by NetWolves.
- 2.B *"NetWolves IP PoP"* is defined as that part of the NetWolves Network that connects to the public Internet.
- 2.C *"NetWolves Service Area"* is a NetWolves designated group of Central Offices within a geographic area.
- 2.D *"IP Region"* is the set of NetWolves Service Areas that are served by a particular IP PoP. NetWolves may, at its sole discretion, change the number and configuration of IP Regions and the assignment of NetWolves Service Areas to particular IP Regions. NetWolves may serve individual End User Circuits from an IP PoP in a different IP Region.
- 2.E *"Service Outage"*: There is a Service Outage on a specific End User Circuit when any of the following are true:
1. IP packets cannot be exchanged between the End User's Network Interface Device and any IP address at a separate physical address (of NetWolves' choice) on the public Internet via NetWolves' Network.
 2. For a given 15 minute period, if 30 consecutive Data Delivery measurements (as described in the Service Metrics Table) performed at 30 second intervals shows a delivery rate of less than 90%.
 3. For a given 15 minute period, if 30 consecutive Round Trip Delay measurements (as described in the Service Metrics Table) performed at 30 second intervals shows the average delay is five times the objectives set forth in the Service Metrics Table regarding Average Round Trip Delay (i.e., 5x110ms = 550 ms).
- 2.F A Service Outage excludes any failures to which any of the items listed in Section 1.C above have contributed in whole or in part.

3. Claims Process

It is Customer's responsibility to identify, request and document all valid SLA claims and corresponding Service Credits. To be eligible for Service Credits, Customer must first report service availability, delay, or delivery events to NetWolves through standard trouble reporting/ticket mechanisms, as set forth in NetWolves' Customer Policies. NetWolves will notify Customer of its resolution of the reported event. Customer must request any applicable service credits by the 15th day of the month following the month in which (a) the reported incident was resolved (in the case of credits for Average Service Availability, Mean Time to Repair, Average Round Trip Delay, and Average Data Delivery credits) or (b) the Billing Start Date of the affected End User Circuit occurred (in the case of Installation Interval credits). NetWolves will use reasonable commercial efforts to verify Customer's request within forty-five (45) days of a complete and properly submitted credit request, and will apply any applicable Service Credits, as determined at NetWolves' sole discretion, to Customer's invoice issued on the first day of the month following NetWolves' forty-five (45) day review.



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Customer may not, under any circumstances, submit Service Credit requests beyond the timeframes specified above; NetWolves will not accept late Service Credit requests.

Customer requests for Service Credits must be submitted to care@netwolves.com in the form reasonably designated by NetWolves. Customer must submit a separate credit request for each End User Circuit for which Customer makes a claim. In addition, Customer must submit a separate credit request for each type of Service Credit (e.g., Average Service Availability Credit, Installation Interval Credit, etc.) requested if Customer makes multiple types of claims on a single End User Circuit; *provided, however*, that requests for Average Service Availability Service Credits and Mean Time to Repair Service Credits for a single End User Circuit may be made via the same credit request.

NetWolves will reject any credit requests that do not provide sufficient supporting information to allow NetWolves to verify the claim. Such information must include:

- Circuit ID: The NetWolves circuit number for the End User Circuit on which the incident occurred;
- SLA Type: The specific type of credit being requested;
- Trouble Ticket or Order #: The NetWolves trouble ticket number(s) (for credits for Average Service Availability, Mean Time to Repair, Average Round Trip Delay, or Average Data Delivery) or order number (for credits for Installation Interval) on which the credit request is based;
- Resolution Date: The date(s) of the resolution of the trouble ticket(s) (for credits for Average Service Availability, Mean Time to Repair, Average Round Trip Delay, or Average Data Delivery) for the incident or the Billing Start date (for credits for Installation Interval); and
- Other: Any other information that NetWolves may reasonably request to assist NetWolves in verifying Customer's Service Credit request.

NetWolves does not guarantee that provision of the above information will be sufficient to allow NetWolves to verify the request. NetWolves will inform Customer of Service Credit requests that it rejects for insufficient information, and Customer will be allowed to resubmit such requests with additional supporting information within fifteen (15) days of NetWolves' notification of its rejection of the credit request. After Customer resubmits the Service Credit request with the additional supporting information, the standard verification and crediting timelines (outlined above) will apply.

NetWolves reserves the right to modify the format for submission of and information required for SLA Service Credit requests with thirty (30) days notice to Customer.

Customer must be current in all of its NetWolves invoice payments to be eligible for any credits and may not withhold payments based on SLA Service Credit requests. NetWolves may, at its reasonable discretion and without notice, limit or eliminate Customer's eligibility and ability to submit SLA credit requests if (a) Customer fails to pay the undisputed portion of any NetWolves invoice, or (b) in NetWolves' sole determination, NetWolves determines that Customer has:

- Submitted an excessive number of rejected SLA Service Credit requests; or
- Used or attempted to use the SLA Service Credit process in a frivolous, abusive, or fraudulent manner.

NetWolves will restore Customer's ability to submit SLA Service Credit requests once Customer (i) has paid all amounts owed NetWolves (in case of failure to pay outstanding invoices), or (ii) in all other cases, provides to NetWolves assurances sufficient for NetWolves to determine Customer has cured the conduct that initiated Customer's ineligibility to participate in the SLA.



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Metric	Description	Measurement Method	Objective	Service Credit If Applicable
Mean Time To Repair End User Circuit Outage for Dedicated Loop and Shared ADSL/SDSL Services	Average time in hours to restore service to End Users after a failure. Averaged on a monthly basis across all Customer End User Circuit within a particular Service Family (i.e., Dedicated Loop) impacted by Service Outages.	<p>The Mean Time To Repair End User Circuit Service Outage calculation is measured and performed as follows:</p> $\frac{\sum \text{of all End User Circuit Outage Time within a Service Family within the calendar month}}{\text{total number of End User Circuits within a Service Family impacted by Service Outages within the calendar month}}$ <p>(Note: if any End User Circuit experiences more than one (1) Service Outage, each occurrence will be counted separately)</p> <p>“End User Circuit Outage Time” is equal to the sum of the time duration, in minutes, for each Standard End User Circuit within a particular Service Family impacted by the Service Outage from the time a trouble ticket is opened by NetWolves to the time the trouble ticket is closed by NetWolves, excluding Saturdays, Sundays and Federal Holidays, and any period that NetWolves waits for a response, availability, or action from Customer End User, for each End User Circuit related trouble ticket. This calculation further excludes any period NetWolves spends monitoring the affected End User Circuit after NetWolves has restored service to the affected End User Circuit.</p>	Forty-eight (48) hours (excluding weekends and Federal Holidays) for Dedicated Loop and Shared End User Circuits.	If Mean Time To Repair Dedicated Loop and Shared End User Circuit Outage is in excess of forty-eight (48) hours, Customer will be eligible for a Service Credit in an amount equal to ten percent (10%) of the total monthly recurring charges for each End User Circuit affected by a Service Outage during the reporting calendar month.



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Metric	Description	Measurement Method	Objective	Service Credit If Applicable
<p>Mean Time To Repair End User Circuit Outage for Coaxial and Optical Fiber Digital Cable Services.</p>	<p>Average time in hours to restore service to End Users after a failure. Averaged on a monthly basis across all Customer End User Circuits within a particular Service Family (i.e., Coaxial and Optical Fiber Digital Cable) impacted by Service Outages.</p>	<p>The Mean Time To Repair End User Circuit Service Outage calculation is measured and performed as follows:</p> $\frac{\sum \text{of all End User Circuit Outage Time within a Service Family within the calendar month}}{\text{total number of End User Circuits within a Service Family impacted by Service Outages within the calendar month}}$ <p>(Note: if any End User Circuit experiences more than one (1) Service Outage, each occurrence will be counted separately)</p> <p>“End User Circuit Outage Time” is equal to the sum of the time duration, in minutes, for each Standard End User Circuit within a particular Service Family impacted by the Service Outage from the time a trouble ticket is opened by NetWolves to the time the trouble ticket is closed by NetWolves, excluding Saturdays, Sundays and Federal Holidays, and any period that NetWolves waits for a response, availability, or action from Customer End User, for each End User Circuit related trouble ticket. This calculation further excludes any period NetWolves spends monitoring the affected End User Circuit after NetWolves has restored service to the affected End User Circuit.</p>	<p>Forty-eight (48) hours (excluding weekends and Federal Holidays) for Coaxial and Optical Fiber Digital Cable End User Circuits.</p>	<p>If Mean Time To Repair Coaxial and Optical Fiber Digital Cable End User Circuit Outage is in excess of Forty-eight (48) hours, Customer will be eligible for a Service Credit in an amount equal to ten percent (10%) of the total monthly recurring charges for each Coaxial and Optical Fiber Digital Cable End User Circuit affected by a Service Outage during the reporting calendar month.</p>



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Metric	Description	Measurement Method	Objective	Service Credit If Applicable
Mean Time To Repair End User Circuit Outage for Enterprise T1, DS3 & OCX Services	Average time in hours to restore service to End Users after a failure. Averaged on a monthly basis across all Customer End User Circuits within a particular Service Family (i.e., T1) impacted by Service Outages.	<p>The Mean Time To Repair End User Circuit Service Outage calculation is measured and performed as follows:</p> $\frac{\sum \text{of all End User Circuit Outage Time within a Service Family within the calendar month}}{\text{Total number of End User Circuits within a Service Family impacted by Service Outages within the calendar month}}$ <p>(Note: if any End User Circuit experiences more than one (1) Service Outage, each occurrence will be counted separately)</p> <p>“End User Circuit Outage Time” is equal to the sum of the time duration, in minutes, for each Standard End User Circuit within a particular Service Family impacted by the Service Outage from the time a trouble ticket is opened by NetWolves to the time the trouble ticket is closed by NetWolves, excluding Saturdays, Sundays and Federal Holidays, and any period that NetWolves waits for a response, availability, or action from Customer End User, for each End User Circuit related trouble ticket. This calculation further excludes any period NetWolves spends monitoring the affected End User Circuit after NetWolves has restored service to the affected End User Circuit.</p>	Four (4) hours (excluding weekends and Federal Holidays) for Enterprise T1, DS3 & OCX End User Circuits.	If Mean Time To Repair T1, DS3 & OCX Circuit Outage is in excess of four (4) hours, Customer will be eligible for a Service Credit in an amount equal to ten percent (10%) of the total monthly recurring charges for each T1 DS3 & OCX End User Circuit affected by a Service Outage during the reporting calendar month.



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Metric	Description	Measurement Method	Objective	Service Credit If Applicable
Mean Time To Repair End User Circuit Outage for Enterprise Ethernet Services.	Average time in hours to restore service to End Users after a failure. Averaged on a monthly basis across all Customer End User Circuits within a particular Service Family (i.e., Ethernet) impacted by Service Outages.	<p>The Mean Time To Repair End User Circuit Service Outage calculation is measured and performed as follows:</p> $\frac{\sum \text{of all End User Circuit Outage Time within a Service Family within the calendar month}}{\text{Total number of End User Circuits within a Service Family impacted by Service Outages within the calendar month}}$ <p>(Note: if any End User Circuit experiences more than one (1) Service Outage, each occurrence will be counted separately)</p> <p>“End User Circuit Outage Time” is equal to the sum of the time duration, in minutes, for each Standard End User Circuit within a particular Service Family impacted by the Service Outage from the time a trouble ticket is opened by NetWolves to the time the trouble ticket is closed by NetWolves, excluding Saturdays, Sundays and Federal Holidays, and any period that NetWolves waits for a response, availability, or action from Customer End User, for each End User Circuit related trouble ticket. This calculation further excludes any period NetWolves spends monitoring the affected End User Circuit after NetWolves has restored service to the affected End User Circuit.</p>	Twenty-four (24) hours (excluding weekends and Federal Holidays) for Enterprise Ethernet Circuits.	If Mean Time To Repair Enterprise Ethernet End User Circuit Outage is in excess of twenty-four (24) hours, Customer will be eligible for a Service Credit in an amount equal to ten percent (10%) of the total monthly recurring charges for each Enterprise Ethernet End User Circuit affected by a Service Outage during the reporting calendar month.



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Metric	Description	Measurement Method	Objective	Service Credit If Applicable
Severe and Chronic Problems	End User Circuits are experiencing severe or chronic problems.	<p>Severe Problem: An End User Circuit is experiencing a "Severe Problem" if the aggregate time an End User experienced a Service Outage is in excess of twelve (12) hours for any Enterprise Service in any calendar month and in excess of forty eight (48) hours for any DSL, Coaxial or Optical Fiber Cable Service in any calendar month.</p> <p>Chronic Problem: A particular End User Circuit is experiencing a "Chronic Problem" if (a) at any time the End User Circuit experienced a Severe Problem, (b) NetWolves did not recommend that Customer disconnect the End User Circuit at the time of the Severe Problem, and (c) a Customer receives the maximum service availability credit under this SLA for three consecutive months for the particular End User Circuit.</p>	Not Applicable	If the End User Circuit experiences a Chronic Problem, Customer or NetWolves may terminate or disconnect the impacted End User Circuit. Customer will be eligible for a Service Credit in the amount of any assessed early termination fees. Customer will still be liable for charges incurred prior to the termination of service (including, without limitation, service set-up, and professional installation and missed appointment charges).



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Metric	Description	Measurement Method	Objective	Service Credit If Applicable
Installation Interval for Dedicated Loop and Shared ADSL/SDSL & T1 Services	Number of calendar days from date of Customer's submission of a valid, serviceable order to date of successful installation of the Service.	<p>For completed, End User Circuits on which billing has commenced, "Installation Interval" is calculated as the number of whole calendar days between the date NetWolves received the End User Circuit order from Customer and the Billing Start Date for such End User Circuit order. This calculation excludes: (a) any period that NetWolves waits for a response, availability, or action from Customer or End User, (b) any period that NetWolves waits to install the End User Circuit resulting from Customer or End User failure to respond, unavailability, lack of access to End User's facilities, change of requested installation date, or other action or inaction, or (c) any period resulting from Force Majeure Events.</p> <p>In the event NetWolves fails to meet an installation interval due to problems with ILEC facilities (i.e., ILEC special construction needed or ILEC CO wiring problem), lack of inside wiring, End User missed appointment, Customer has agreed to provide Customer Circuits and they have not been provided, or any other reason outside of NetWolves' sole control, then, such any delay related to such problem with the installation will be excluded from the Installation Interval calculation.</p>	Thirty (30) calendar days for Dedicated Loop and Shared ADSL/SDSL & T1 Services	<p>If NetWolves fails to meet the Installation Interval Target for an End User Circuit, Customer will be eligible for a Service Credit (the "Installation Interval Credit") for the affected Service, once said Service is installed.</p> <p>If the Installation Interval is > 45 calendar days the Service Credit is 50% of the first whole month's monthly recurring charge for that End User Circuit.</p> <p>If the Installation Interval is > 30 calendar days and < 45 calendar days the Service Credit is 33% of the first whole month's monthly recurring charge for that End User Circuit.</p> <p>If the Installation Interval is greater than 45 calendar days, Customer may cancel the order for the affected Service, without cancellation liability; provided the cancellation order is placed at least forty-eight (48) hours prior to NetWolves delivering to Customer the delayed Service.</p>

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Metric	Description	Measurement Method	Objective	Service Credit If Applicable
Installation Interval for Coaxial and Optical Fiber Digital Cable Services	Number of calendar days from date of Customer's submission of a valid, serviceable order to date of successful installation of the Service.	<p>For completed, End User Circuits on which billing has commenced, "Installation Interval" is calculated as the number of whole calendar days between the date NetWolves received the End User Circuit order from Customer and the Billing Start Date for such End User Circuit order. This calculation excludes: (a) any period that NetWolves waits for a response, availability, or action from Customer or End User, (b) any period that NetWolves waits to install the End User Circuit resulting from Customer or End User failure to respond, unavailability, lack of access to End User's facilities, change of requested installation date, or other action or inaction, or (c) any period resulting from Force Majeure Events.</p> <p>In the event NetWolves fails to meet an installation interval due to problems with supplier facilities (i.e., special construction needed or supplier wiring problem), lack of inside wiring, End User missed appointment, Customer has agreed to provide Customer Circuits and they have not been provided, or any other reason outside of NetWolves' sole control, then, such any delay related to such problem with the installation will be excluded from the Installation Interval calculation.</p>	Thirty (30) calendar days for Coaxial and Optical Fiber Digital Cable Services	<p>If NetWolves fails to meet the Installation Interval Target for an End User Circuit, Customer will be eligible for a Service Credit (the "Installation Interval Credit") for the affected Service, once said Service is installed.</p> <p>If the Installation Interval is > 45 calendar days the Service Credit is 50% of the first whole month's monthly recurring charge for that End User Circuit.</p> <p>If the Installation Interval is > 30 calendar days and < 45 calendar days the Service Credit is 33% of the first whole month's monthly recurring charge for that End User Circuit.</p> <p>If the Installation Interval is greater than 45 calendar days, Customer may cancel the order for the affected Service, without cancellation liability; provided the cancellation order is placed at least forty-eight (48) hours prior to NetWolves delivering to Customer the delayed Service.</p>

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Metric	Description	Measurement Method	Objective	Service Credit If Applicable
Installation Interval for Ethernet, DS3 & OCX Services	Number of calendar days from date of Customers submission of a valid, serviceable order to date of successful installation of the Service.	<p>For completed, End User Circuits on which billing has commenced, "Installation Interval" is calculated as the number of whole calendar days between the date NetWolves received the End User Circuit order from Customer and the Billing Start Date for such End User Circuit order. This calculation excludes: (a) any period that NetWolves waits for a response, availability, or action from Customer or End User, (b) any period that NetWolves waits to install the End User Circuit resulting from Customer or End User failure to respond, unavailability, lack of access to End User's facilities, change of requested installation date, or other action or inaction, or (c) any period resulting from Force Majeure Events.</p> <p>In the event NetWolves fails to meet an installation interval due to problems with ILEC facilities (i.e., IEC special construction needed or ILEC CO wiring problem), lack of inside wiring, End User missed appointment, Customer has agreed to provide Customer Circuits and they have not been provided, or any other reason outside of NetWolves' sole control, then, such any delay related to such problem with the installation will be excluded from the Installation Interval calculation.</p>	Ninety (90) calendar days for Ethernet, DS3 & OCX Services	<p>If NetWolves fails to meet the Installation Interval Target for an End User Circuit, Customer will be eligible for a Service Credit (the "Installation Interval Credit") for the affected Service, once said Service is installed.</p> <p>If the Installation Interval is > 105 calendar days the Service Credit is 50% of the first whole month's monthly recurring charge for that End User Circuit.</p> <p>If the Installation Interval is > 90 calendar days and < 105 calendar days the Service Credit is 33% of the first whole month's monthly recurring charge for that End User Circuit.</p>

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Metric	Description	Measurement Method	Objective	Service Credit If Applicable
Average Service Availability for Enterprise Ethernet DS3 OCX and T1 Services	Percentage of minutes in a calendar month a particular Service Family did not experience a Service Outage (e.g., all of Customer's T1 services)	<p>Average Service Availability is measured performance of NetWolves' network between the End User's NID and any IP address (of NetWolves' choice) on the public Internet via the NetWolves supplied network.</p> <p>Average Service Availability is a percentage calculated as:</p> $1 - \left(\frac{\text{Sum of service outage duration}}{\text{Total available time}} \right) * 100$ <p>"Sum of service outage duration" is the total of the outage time, in minutes, of all End Users Circuits within a particular Service Family (i. e., T1 services) in service affected by Service Outages during the reporting calendar month. Outage time begins when NetWolves opens a trouble ticket and ends when NetWolves notifies the Customer that the problem has been resolved, excluding hold time due to Customer or End User(s).</p>	For Enterprise T1 Ethernet DS3 & OCX End User Circuits the objective is ninety-nine and ninety-nine one hundredths percent (99.99%)	<p>For each reporting calendar month in which NetWolves fails to achieve the Average Service Availability, Customer will be eligible for a Service Credit in an amounts defined below:</p> <p>T1 Ethernet DS3 & OCX Service Availability Credits 99.90% - 99.989% - 5% < 99.90% - 10%</p> <p>The above Credit percentage of the total monthly recurring charges for all End User Circuits impacted by Average Service Availability Outages</p>



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Metric	Description	Measurement Method	Objective	Service Credit If Applicable
Average Service Availability for Dedicated Loop and Shared ADSL/SDSL, Coaxial and Optical Fiber Digital Cable Services	Percentage of minutes in a calendar month a particular Service Family did not experience a Service Outage (e.g., all of Customer's T1 services)	<p>Average Service Availability is measured performance of NetWolves' network between the End User's NID and any IP address (of NetWolves' choice) on the public Internet via the NetWolves supplied network.</p> <p>Average Service Availability is a percentage calculated as:</p> $1 - \left(\frac{\text{Sum of service outage duration}}{\text{Total available time}} \right) * 100$ <p>"Sum of service outage duration" is the total of the outage time, in minutes, of all End Users Circuits within a particular Service Family (i. e., T1 services) in service affected by Service Outages during the reporting calendar month. Outage time begins when NetWolves opens a trouble ticket and ends when NetWolves notifies the Customer that the problem has been resolved, excluding hold time due to Customer or End User(s).</p>	For Dedicated Loop and Shared ADSL/SDSL, Coaxial and Optical Fiber Digital Cable Circuits the objective is ninety-eight percent (98%)	<p>For each reporting calendar month in which NetWolves fails to achieve the Average Service Availability, Customer will be eligible for a Service Credit in an amounts defined below:</p> <p>ADSL/SDSL Service Availability Credits < 98% Average Service Availability – 10%</p> <p>Dedicated Loop Service Availability Credits < 98% Average Service Availability - 10%</p> <p>Coaxial and Optical Fiber Digital Cable Service Availability Credit < 98% Average Service Availability - 10%</p> <p>The above Credit percentage of the total monthly recurring charges for all End User Circuits impacted by Average Service Availability Outages</p>

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Metric	Description	Measurement Method	Objective	Service Credit If Applicable
Average Data Delivery for Enterprise Ethernet DS3 OCX and T1 Services	Percentage of IP packets that NetWolves guarantees will be sent and received within a single underlying supplying carrier's network	<p>Within twenty-four (24) hours following the opening of a trouble ticket by NetWolves for suspected trouble relating to the Data Delivery, NetWolves will, provided Customer End User is available for cooperative testing, initiate measurement of the actual data delivery for the affected service covered by the trouble ticket in accordance with the following:</p> <p>"Data Loss" is as the number of IP packets un-successfully transmitted between the End User's Network Interface Device and a NetWolves IP PoP in a different IP Region through the NetWolves supplied network in a period, provided that the only traffic on the End User Circuit during the test is the test traffic and assumes that the transfer rate of End User traffic during the test must be less than or equal to the service speed transmission rate.</p> <p>The "Average Data Delivery" on an End User Circuit is an average of the Delivery measurements conducted on that End User Circuit.</p> <p>The Data Delivery measurement will be performed using ICMP pings sent from a NetWolves IP PoP in a different IP Region to the end user CPE. A minimum of 100 packets will be sent for every measurement and 2 sets of measurements will be taken each day spaced 4 hours apart for 5 consecutive days. The end user CPE must be a NetWolves certified CPE and/or meet NetWolves' qualification standards. The CPE must also be configured with an addressable IP address and powered on.</p> <p>Data Loss is equal to: (total number of pings sent to CPE - total number of successful replies from CPE) Average Data Delivery is: $[1 - \text{Data Loss}/(\text{total number of pings sent to CPE})] * 100$ <i>Note: Average Data Delivery is not measured when the End User Circuit is experiencing a Service Outage.</i></p>	For Enterprise T1 Ethernet DS3 & OCX End User Circuits the objective is ninety-nine and nine-tenths percent (99.9%)	For each End User Circuit whose Average Data Delivery as measured according to the Measurement Method does not equal or exceed the Ninety-nine and nine-tenths percent (99.9%) of the Average Data Delivery Objective, Customer will be eligible for a Service Credit in an amount equal to ten (10%) percent of the total monthly recurring charges for the affected End User Circuit.



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SERVICE METRICS TABLE

Metric	Description	Measurement Method	Objective	Service Credit If Applicable
Average Round Trip Delay for Enterprise T1 Ethernet DS3 & OCX Services	Interval of time, in milliseconds, it takes for an IP packet to travel roundtrip within a NetWolves underlying carrier supplied network Boundary	<p>Within twenty-four (24) hours following the opening of a trouble ticket by NetWolves of suspected network trouble with round trip delay, NetWolves will, provided Customer End User is available for cooperative testing, measure the Average Round Trip Delay for the affected End User Circuit.</p> <p>The Average Network Round Trip Delay measurements will be performed through a cooperative test between NetWolves and Customer End User, is measured within the NetWolves Network boundaries, using Internet Control Message Protocol (ICMP) pings sent from a NetWolves IP PoP in a different IP Region, selected by NetWolves, to the end user CPE and consist of the following:</p> <p>A minimum of 100 packets will be sent for every measurement and 2 sets of measurements will be taken each day spaced 4 hours apart for 5 consecutive days. The Average Round Trip Delay is then calculated as the average of all measurements over the five (5) day period. The End User Circuit to be tested must be unloaded with the exception of test traffic. The End User CPE must be a NetWolves certified CPE and/or meet NetWolves' qualification standards. The CPE must also be configured with an addressable IP address and powered on.</p> <p>Each individual Round Trip Delay measurement is the roundtrip time in milliseconds ("ms") for an IP Packet to travel between the End User's CPE and a NetWolves IP PoP in a different IP Region.</p> <p><i>Note: Average Network Round Trip Delay is not measured when the End User Circuit is experiencing a Service Outage.</i></p>	For Enterprise T1 Ethernet DS3 & OCX End User Circuits the objective is one-hundred-ten Milliseconds (110ms) roundtrip.	If the Average Round Trip Delay measured according to the Measurement Method does not meet the Objective, Customer will be eligible for a Service Credit in an amount equal to ten percent (10%) of the total monthly recurring charges for the affected End User Circuit.