



## **G4 Communications Service Level Agreement For Data Bandwidth Services**

G4 Communications is committed to providing a very high quality and reliable network infrastructure to support the best network services available. Our commitment and Service Level Agreement for network availability is 99.99% uptime for the FastReach and X-Connect services, 96% uptime for FirstReach and residential services.

The Customer is expected to monitor its service to its end users. When such service is composed of network elements provided by G4, and a trouble occurs on this service, the Customer is expected to test the service and to isolate the trouble to a specific element. If the Customer determines that the trouble exists in any network element provided by G4, the Customer will issue a trouble report, including appropriate dispatch instructions, to G4. In cases where the trouble is not found on the G4 provided network element, the Customer will be billed for the troubleshooting services G4 provided. Service credits for the duration of the outage are defined based on appropriate sections further in this document.

For any complete failure of service caused by defects in or malfunctions of G4 facilities or equipment, that is not due to the negligence of the customer, that continues for more than 24 hours, and that is brought to the notice of G4 within 10 days, G4 will make a prorata adjustment of charges. For the purposes of determining a prorata adjustment, every month is considered to have 30 days. No interruption allowance shall be made for failures in facilities provided by an interconnector beyond G4 ordered Verizon circuit Demarc. Nor shall the interruption allowance apply where element functionality is interrupted by the negligence or willful act of the Customer, where G4 suspends or terminates services because of nonpayment of bills due to G4, unlawful or improper use of the facilities or service, or interruptions due to electric power failure where, the Customer or its end user (or other involved party) is responsible for providing electric power.

An interruption period starts when an inoperative service is reported to G4 and ends when the service is operative.

No credit allowance will be made for the following interruptions or periods:

Interruptions caused by the negligence of the Customer. Interruptions of a service due to the failure of equipment or systems provided by the Customer or others. Interruptions of a service during any period in which G4 is not afforded access to the premises where the service is terminated or where its end users, affiliates or vendors do not cooperate with G4 in the restoration of service. Interruptions of a service when the Customer has released that service to G4 for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the Customer prior to the release of that service. Thereafter, the applicable credit allowance for the service involved (set forth further in this document), will apply. Interruptions of a service which continue because of the failure of the Customer to authorize replacement of any element of special construction. The period for which no credit allowance is made begins on the seventh day after the Customer receives the G4's written notification of the need for such replacement and ends on the day after receipt by G4 of the Customer's written authorization for such replacement. Periods when the Customer elects not to release the service for testing and/or repair and continues to use it on a impaired basis. An interruption or a group of interruptions, resulting from a common cause, for amounts of less than one dollar.

### **1. Service Availability Guarantee**

G4 Communications guarantees service availability 99.99% to qualified customers. Qualified customer is defined as a direct G4 customer using G4 provided services of FastReach, Xconnect, and Colocation Internet Bandwidth who does not have an outstanding balance with G4, prior to the onset of any incident. The



guarantee excludes outages that occur due to local loop provider failure of loops that are not under direct G4 control, during maintenance windows, those caused by the customer or customer premises equipment that is not under direct G4 control, or Force Majeure as defined herein.

In the event of any service impacting network interruption, and at customer's request, G4 will issue a credit (only to the service that is down) based on the length of the interruption but will not include which Customer fails to report to G4 as a documented service outage within 24 hours. Credit for an outage of between 5 and 60 minutes will be equal to One Half (1/2) day of monthly recurring connectivity charge. Credit for outages of greater than 60 minutes within a 24-hour time period starting at the first outage, will be equal to One (1) day of monthly recurring connectivity charge. A day's credit is based on 1/30th of the monthly recurring connectivity service charge. Credits shall not exceed the total monthly recurring connectivity charge and there will only be one day of credit applied during a single 24 hour period. No credits will be given for surcharges, taxes, or other regulatory fees.

## **2. Performance Guarantee:**

G4 Communications guarantees an average monthly latency of less than 50 milliseconds (roundtrip delay) from the Customer's network termination device (NTD) Local Area Network (LAN) port to the Internet backbone. The latency to and from the Internet is determined through utilization of G4 Communications benchmark tools and is measured from the Customer premise LAN egress port of the G4 provided NTD to the nearest Internet backbone ingress port of the G4 protected service network. Performance guarantee excludes high latency due to customer's high utilization of the service. G4 Communications will provide a 1-day credit for any month in which latency exceeds an average of 50ms (roundtrip).

## **3. Capacity Guarantee:**

G4 Communications guarantees an average monthly packet loss shall be less than 5% to the Internet Backbone. Packet loss is determined through utilization of G4 monitoring tools and is measured between the Customer Premise LAN egress port of the G4 provided NTD to the nearest Internet backbone ingress port of the G4 Protected Service Network. Capacity guarantee excludes packet loss due to customer's high utilization of the service. G4 Communications will provide a 1-day credit for any month in which packet loss on the Internet backbone exceeds 5%.

## **4. Force Majeure and Other Causes:**

G4 Communications shall not be liable for delays in performing, or failure to perform services or any obligations hereunder, which are directly attributable to causes beyond the reasonable control of G4 Communications, including but not limited to maintenance activities, maintenance at customer premises, acts of God, strikes, riot, war, accident, adverse weather condition, fire, flood, failure of a common carrier, equipment or suppliers or acts or intervention by any governmental authority, or other cause beyond the reasonable control of G4.