

ETHERNET SERVICE LEVEL AGREEMENT

This **ETHERNET SERVICE LEVEL AGREEMENT (“SLA”)** applies to Ethernet Services ordered pursuant to an E-LINE Ethernet Virtual Private Line (EVPL), Ethernet Private Line (EPL), Ethernet Internet Access (EIA), or IP VPN Schedule executed by and between Customers and **Northwest Fiber, LLC.** (“ZiPLY Fiber”). The terms of this SLA apply exclusively to the Ethernet network elements directly within ZiPLY Fiber’s management responsibility and control (“E- E-LINE Service”).

1. Operational Objectives

A. **Availability:** Circuit Availability is the ability to exchange data packets with the nearest ZiPLY Fiber Internet Point of Presence or E-LINE Customer egress port (Z location) via the ingress port (A location). “Service Outage” occurs when packet transport is unavailable or when the output signal is outside the limits of this service guarantee. Availability is measured by the number of minutes during a calendar month that the Service is operational, divided by the total minutes in that calendar month. Calculation is based on the stop-clock method beginning at the date and time of the Customer-initiated trouble ticket and ends when ZiPLY Fiber restores SLA-compliant circuit operation. ZiPLY Fiber’s E-LINE Service Availability commitment and applicable Service credit are outlined in **Table 1A**, subject to Sections 3 and 4 below.

Table 1A: Availability		
Circuit Availability (CA)	MRC Service Credit	
Availability	99.999%	Below 99.999%: Service Credit = 10% of MRC
		Below 95.0%: Service Credit = 50% of MRC

B. **Mean Time to Repair (MTTR):** MTTR is a monthly calculation of the average duration of time between Trouble Ticket initiation (in accordance with Section 2B) and ZiPLY Fiber’s reinstatement of the Service to meet the Availability performance objective. The MTTR objectives, and credits applicable to a failure to meet such objectives, are outlined in **Table 1B**, subject to Sections 3 and 4 below.

Table 1B: MTTR		
Mean Time To Repair	MRC Service Credit	
MTTR ON-NET	4 Hours	25 % MRC above 4 hrs
		50% MRC above 6 hrs.
MTTR Off-NET	6 Hours	25 % MRC above 6 hrs
		50% MRC above 8 hrs.

2. Performance Objectives

These Performance Objectives do not apply to Ethernet Internet Access services.

A. **Packet Delivery:** The Frame Loss Ratio (FLR) is a round trip measurement between ingress and egress ports (NIDs) at the Customer’s A and Z locations of packet delivery efficiency. FLR is the ratio of packets lost, round trip, vs. packets sent. Packet delivery statistics are collected for one calendar month. Credits will be based on ZiPLY Fiber’s verification of packet delivery performance between NIDs at Customer’s Service Location. The packet delivery SLA applies to CIR-compliant packets on Ethernet LAN / WAN circuits only. ZiPLY Fiber offers three FLR Quality of Service (QoS) levels for Ethernet Data Service. The applicable SLA is based on the QoS level, as outlined in **Table 1C**. Ethernet Gold and Platinum are premium level services designed to support commercial customers’ mission-critical and real time applications.

- **Standard QoS** service is ZiPLY Fiber’s basic business class data service with improved performance across all standard performance parameters. Ethernet Silver SLA, termed Standard Data (SD) Service, is ZiPLY Fiber’s upgraded replacement of *Best Effort* Ethernet designed specifically for the commercial customer.
- **Gold QoS** service is a premium business data service featuring enhanced performance parameters with packet forwarding priority set to *Priority Data*.
- **Platinum QoS** service carries ZiPLY Fiber’s highest QoS performance parameters and includes voice grade packet forwarding priority set to *Real Time*.

If packet delivery performance falls below the applicable packet delivery percentage, Customer will be entitled to a Service credit as outlined in **Table 1C**, subject to Sections 3 and 4 below.

Table 1C: Frame Loss Ratio (FLR)				
Packet Loss QoS Level	Frame Loss Ratio (FLR) CITY	Frame Loss Ratio (FLR) STATE	Frame Loss Ratio (FLR) Inter-STATE	MRC Service Credit
Standard [Standard Data Service]	0.10%	0.10%	0.10%	10%
Gold [Priority Data Service]	0.01%	0.01%	0.025%	15%
Platinum [Real Time Data Service]	0.01%	0.01%	0.025%	20%

B. **Latency:** Latency, Frame Transfer Delay (FTD), is the maximum packet delivery time measured round-trip between Customer’s A and Z locations at the Committed Information Rate (CIR). Latency is measured across On-Net Service paths between ingress and egress NIDs. Measurements are taken at one-hour intervals over a one month period. Credits are based on round-trip latency of 95th percentile packet. Customer must meet the following criteria to qualify for Service credits on the E-LINE Latency SLA outlined in **Table 1D**:

- Access loops at Customer locations A and Z may be fiber or copper connectivity from the Serving Wire Center to the NIDs at each premise to qualify for the circuit SLA.

- Each SLA guarantee is associated with ONLY one QoS Level. Ziplly Fiber will honor the Service credit associated with the QoS level ordered for On-Net Services. Customer will be entitled to Service credits if the Service fails to meet applicable Performance Objective as outlined in **Table 1D** subject to Sections 3 and 4 below

Table 1D: Frame Transfer Delay (FTD):				
Latency QoS Level	Round Trip Delay CITY	Round Trip Delay STATE	Round Trip Delay Inter-STATE	MRC Service Credit
Standard [Standard Data Service]	≤ 10 ms	≤ 20 ms	≤ 50 ms	10%
Gold [Priority Data Service]	≤ 10 ms	≤ 18 ms	≤ 40 ms	15%
Platinum [Real Time Data Service]	≤ 10 ms	≤ 15 ms	≤ 20 ms	20%

- C. **Jitter:** Packet Jitter, Frame Delay Variance (FDV), is the difference in end-to-end one-way delay between selected packets in a data stream with any lost packets being ignored. Ziplly Fiber guarantees average FDV (inter-packet differential) performance on E-LINE Service transmissions will meet performance parameters outlined in the table below. Credits are based on the monthly average Frame Delay Variance. Customer must meet the following criteria to qualify for Service credits on the E-LINE Jitter SLA:

- Access loops at Customer Service Locations A and Z may be fiber or copper connectivity from the Serving Wire Center to the NIDs at each Service Location to qualify for Fiber Loop FDV SLA.
- Each SLA guarantee is associated with ONLY one QoS Level. Ziplly Fiber will honor the Service credit associated with the QoS level ordered for E-LINE Services, as outlined in the applicable Ethernet Service Schedule. Customer will be entitled to the credit as outlined in **Table 1E** if E-LINE Services fail to meet applicable service level objectives, subject to Sections 3 and 4 below.

Table 1E: Frame Delay Variance (FDV):				
Jitter QoS Level	Average Jitter Per Site CITY	Average Jitter Per Site STATE	Average Jitter Per Site Inter-STATE	MRC Service Credit
Silver [Standard Data Service]	n/s	n/s	n/s	10%
Gold [Priority Data Service]	≤ 5 ms	≤ 10 ms	≤ 30 ms	15%
Platinum [Real Time Data Service]	≤ 2 ms	≤ 5 ms	≤ 15 ms	20%

3. Service Outage Reporting Procedure.

- Ziplly Fiber will maintain a point-of-contact for Customer to report a Service Outage, twenty-four (24) hours a day, seven (7) days a week.
- When a Service Outage occurs, Customer must contact Ziplly Fiber’s commercial customer support center (also known as the “NOC”) at **1-(888) 488-0072** to identify the Service Outage and initiate an investigation of the cause (“Trouble Ticket”). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Ziplly Fiber departments will initiate diagnostic testing and isolation activities to determine the source. In the event of a Service Outage, Ziplly Fiber and Customer will cooperate to restore the Service. If the cause of a Service Outage is a failure of Ziplly Fiber’s equipment or facilities, Ziplly Fiber will be responsible for the repair. If the degradation is caused by a factor outside the control of Ziplly Fiber, Ziplly Fiber will cooperate with Customer to conduct testing and repair activities at Customer’s cost and at Ziplly Fiber’s standard technician rates.
- A Service Outage begins when a Trouble Ticket is initiated and ends when the affected E-LINE Service is Available; provided that if the Customer reports a problem with a Service but declines to allow Ziplly Fiber access for testing and repair, the Service will be considered to be impaired, but will not be deemed a Service Outage subject to these terms.
- If Ziplly Fiber dispatches a field technician to perform diagnostic troubleshooting and the failure was caused by the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; then Customer will pay Ziplly Fiber for all related time and material costs at Ziplly Fiber’s standard rates.

4. Credit Request and Eligibility.

- In the event of a Service Outage, Customer may be entitled to a credit against the applicable On-Net Service MRC if (i) Customer initiated a Trouble Ticket; (ii) the Service Outage was caused by a failure of Ziplly Fiber’s equipment, facilities or personnel; (iii) the Service Outage warrants a credit based on the terms of Section 1; and (iv) Customer requests the credit within thirty (30) days of last day of the calendar month in which the Service Outage occurred.
- Credits do not apply to Service Outages caused, in whole or in part, by one or more of the following: (i) the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; (ii) failure of power; (iii) the failure or malfunction of non-Ziplly Fiber equipment or systems; (iv) circumstances or causes beyond the control of Ziplly Fiber or its representatives; (v) a Planned Service Interruption; (vi) Emergency Maintenance or (vii) interruptions resulting from Force Majeure events as defined in Customer’s ZFSA. In addition, Customer will not be issued credits for a Service Outage during any period in which Ziplly Fiber is not provided with access to the Service location or any Ziplly Fiber network element, or while Customer is testing

- C. and/or verifying that the problem has been resolved. "Planned Service Interruption" means any Service Outage caused by scheduled maintenance, planned enhancements or upgrades to the Zply Fiber network; provided that Zply Fiber will endeavor to provide at least five (5) business days' notice prior to any such activity if it will impact the Services provided to Customer. "Emergency Maintenance" means maintenance which, if not performed promptly, could result in a serious degradation or loss of service over the Zply Fiber network.
 - D. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted E-LINE Service, per month. For cascading failures, only the primary or causal failure is used in determining Service Outage and associated consequences. Only one service level component metric can be used for determining Service credits. In the event of the failure of the Service to meet multiple metrics in a one-month period, the highest Service credit will apply, not the sum of multiple Service credits.
 - E. This SLA guarantees service performance of Zply Fiber's Ethernet data services only. This SLA does not cover TDM services [DS1, NxDS1, or DS3 services] or other voice or data services provided by Zply Fiber. This SLA does not apply to services provided over third party non-partner facilities, through a carrier hotel, or over Zply Fiber facilities which terminate through a meet point circuit with a third party non-partner carrier.
 - F. The final determination of whether Zply Fiber has or has not met SLA metrics will be based on Zply Fiber's methodology for assessment of compliant performance. Service Outage credits are calculated based on the duration of the Service Outage, regardless of whether such Service Outage is the result of failure of the Service to meet one or more performance metric.
 - G. Credit allowances, if any, will be deducted from the charges payable by Customer hereunder and will be expressly indicated on a subsequent bill to Customer. Credits provided pursuant to this SLA shall be Customer's sole remedy with regard to Service Outages.
5. **Chronic Outage:** An individual E-LINE Service qualifies for "Chronic Outage" status if such service fails to meet the Availability objectives, and one or more of the following: (a) a single Trouble Ticket extends for longer than 24 hours, (b) more than 3 Trouble Tickets extend for more than 8 hours, during a rolling 6 month period, or (c) 15 separate Trouble Tickets of any duration within a calendar month. If an E-LINE Service reaches Chronic Outage status, then Customer may terminate the affected E-LINE Service without penalty; provided that Customer must exercise such right within ten (10) days of the E-LINE Service reaching Chronic Outage status and provide a minimum of 15 days prior written notice to Zply Fiber of the intent to exercise such termination right.