

**Atlantic Metro Communications'** backbone provides customers with an extremely high quality Internet connection, maximizing throughput and availability while minimizing latency and jitter. The AMC IP Transit Service Level Agreement has industry leading performance objectives and commitments for availability, latency and packet loss. If the levels of the service do not meet our warranties, Atlantic Metro Communications will refund monies paid for service by issuing a credit to the customers account. The exact warranties, terms, and methods for calculating these credits are defined in the document below.

### Performance Warranties

AMC guarantees that its network will be free from errors or interruptions 100% of the time, across its facilities based regional and metro network.

After being notified that connectivity service is disrupted, or after the AMC monitoring service logs a disruption, via the Internet control message protocol (herein ICMP), AMC will use commercially reasonable efforts to determine the source of the disruption and correct such problems to the extent that the source of the problem is on the AMC backbone.

AMC guarantees that packet loss between any two endpoints on the AMC backbone will be 0.1% or less.

After being notified that average packet loss over any 5 minute period between two destinations on the AMC backbone is in excess of 0.1%, AMC will use commercially reasonable efforts to determine the source of the packet loss and correct such problems to the extent that the source of the problem is on the AMC network.

### Remedies

If the issue is due to a problem caused by or that is in the control of AMC, and AMC resolves the issue within fifteen (15) minutes, AMC will credit the customer in an amount equal to one days worth of service.

If such an issue is not corrected within fifteen (15) minutes, AMC will credit the customer in an amount equal to one days worth of service for every hour (or portion thereof) of time that service continues to be disrupted.

For example, a hypothetical 92 minute outage (or 92 minute period of excess packet loss) would be eligible for an SLA credit of three (3) days of service (1 day for the first 0-15 minutes, 1 day for minutes 16- 75, and 1 day for minutes 76-92).

### Claiming an SLA Credit

In order to initiate a claim for a service credit, Customer must contact AMC's customer support department within seven (7) business days after the end of the month for which credit is

requested. The service credit request must include the following information: (a) customer name and contact information (b) the date and time that the problem started and was resolved (c) a description of the characteristics of the claimed outage or failed metric (d) ticket numbers or other documentation demonstrating that the customer notified AMC of the claimed actionable issue.

AMC will notify the customer via e-mail of the resolution of the request. If AMC rejects the request for an SLA credit, a reason for the rejection will be detailed. If the request is approved, AMC will issue a service credit the customer account that will appear on the next invoice issued. Multiple service credits cannot be overlapped on the same service (i.e. Failure to meet multiple metrics during the same period of time will not be cumulative). In no circumstances will the total credit exceed fifty-percent (50%) of the total monthly recurring charge actually paid by the customer for service during the month in question. Service credits will be credited against a customer's account that is in good standing as defined by the AMC Terms of Service policy and may not be received in the form of a refund.

### Exceptions to Coverage

Customer shall not receive any credits under the SLA in connection with any failure or deficiency of the AMC Backbone caused by or associated with:

- Circumstances beyond AMC's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, acts or omissions of third party not engaged or authorized by AMC, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power.
- Failure of access circuits to the AMC Backbone, unless such failure is caused solely by AMC.
- Scheduled maintenance and emergency maintenance and upgrades.
- Dynamic Name Service (DNS) issues outside the direct control of AMC.
- False SLA breaches reported as a result of outages or errors of any AMC measurement system.
- Customer's acts or omissions (or act or omissions of others engaged or authorized by customer), including without limitation, any negligence, willful misconduct, or use of the AMC Backbone or AMC services in breach of AMC's Terms and Conditions of Service or AMC's Acceptable Use Policy.