



Service Level Agreement

1. Applicability.

This Service Schedule is applicable only when Customer orders SKL Services, Inc. provided bandwidth utilizing Level 3 Communications bandwidth - **(3)CrossRoads** Service.

2. Definitions.

Any capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Agreement.

- a. "Committed Data Rate" shall mean the minimum data rate committed by Customer and set forth in the Customer Order [expressed in Megabits per second (Mbps) or Kilobits per second (Kbps)]
- b. "Receive Traffic" shall mean traffic from any origination point that is received by Customer from the SKL Level 3 network
- c. "Send Traffic" shall mean traffic from any origination point that is sent by Customer onto the SKL Level 3 network

3. Service Description.

SKL Services, Inc.'s Internet Service is an IP transit service (including dedicated IP access port(s)) providing access to the Level 3 IP network and the global Internet. SKL provided Internet Service is available via a 10/100 Ethernet interface connected to a private VLAN port on the SKL network.

4. Charges.

Customer will be billed based on either a Committed Data Rate **with** burstable capability, or on a Capped Committed Data Rate with NO burstable capability. The selected option will be set forth in each Customer Colocation Order.

- a. Committed Data Rate charges for SKL Internet Service consist of four (4) components: (a) a non-recurring installation charge per port; (b) a monthly recurring port charge (if applicable); (c) a monthly recurring charge based on the Committed Data Rate associated with the SKL Internet Service; and (d) monthly usage charges to the extent usage in a particular month exceeds the Committed Data Rate. Customer's usage of SKL Internet Service (both Send Traffic and Receive Traffic) will be sampled every five (5) minutes for the previous five (5) minute period. At the end of the month, the top five percent (5%) of Send Traffic and Receive Traffic samples shall be discarded. The highest of the resulting ninety-fifth (95th) percentile for Send Traffic and Receive Traffic will be compared to the Committed Data Rate. If the ninety-fifth (95th) percentile of either Send Traffic or Receive Traffic is higher than the Committed Data Rate, Customer will, in addition to being billed for the Committed Data Rate, be billed at this ninety-fifth (95th) percentile level for any usage in excess of the Committed Data Rate at the contracted-for price per 1 Megabit or per 256 Kilobit increment (based on customer order).
- b. Capped Committed Data Rate charges for SKL Internet Service consist of three (3) components: (a) a non-recurring installation charge per port; (b) a monthly recurring port charge (if applicable); and (c) a monthly recurring charge based on the Capped Committed



Data Rate associated with the SKL Internet Service. Customer's usage of SKL Internet Service (both Send Traffic and Receive Traffic) will be capped at the Committed Data Rate at the contracted-for price per 1 Megabit or per 256 Kilobit increment (based on customer order).

5. **IP Addresses and Domain Names.**

In the event that SKL assigns to Customer an IP address as part of the provision of Service, such IP address shall (upon SKL's request and to the extent permitted by law) revert to SKL after termination of the applicable Customer Order for any reason whatsoever, and Customer shall cease using such address. At any time after such termination, SKL may reassign such address to another user. In the event that SKL obtains for Customer a domain name, Customer shall be the sole owner of such domain name. Customer shall be solely responsible for:

- a. paying any fees (including renewal fees relating thereto);
- b. complying with any legal, technical, administrative, billing or other requirements imposed by the relevant domain name registration authority;
- c. modifying such domain name in the event Customer changes service providers; and
- d. all third party claims (including claims for intellectual property infringement) relating thereto, and Customer shall indemnify and hold SKL harmless from all such claims and expenses (including legal fees and court costs) related thereto.

6. **Service Levels.**

a. Installation Service Level.

SKL will exercise commercially reasonable efforts to install any SKL Internet Service on or before the Customer Commit Date specified for the particular SKL Internet Service. This Installation Service Level shall not apply to Customer Orders that contain incorrect information supplied by Customer or Customer Orders that are altered at Customer's request after submission and acceptance by SKL. In the event SKL does not meet this Installation Service Level for a particular SKL Internet Service for reasons other than an Excused Outage, Customer will be entitled to a service credit equal to the charges for one (1) day of the monthly recurring charges ("MRC") for the affected SKL Internet Service for each day of delay, up to a monthly maximum credit of ten (10) days.

b. Availability Service Level.

The Availability Service Level for SKL Internet Service is 100%. The SKL Internet Service is considered unavailable if a port is unable to send or receive traffic. In the event that the SKL Internet Service becomes unavailable for reasons other than an Excused Outage, Customer will be entitled to a service credit off of the MRC for the affected SKL Internet Service based on the cumulative unavailability of the affected (SKL Internet Service in a given calendar month as set forth in the following table:

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit
00:00:01 – 00:05:00	No Credit
00:05:01 – 00:45:00	5%
00:45:01 – 04:00:00	10%
04:00:01 – 08:00:00	20%



08:00:01 – 12:00:00	30%
12:00:01 – 16:00:00	40%
16:00:01 – 24:00:00	50%
24:00:01 or greater	100%

c. Delay Service Level.

The Delay Service Level for SKL Internet Service is as set forth in the following table:

Route	Delay Service Level
Intra – U.S.	40 ms
Intra - Europe	30 ms
London to New York, NY	40 ms

The Delay Service Level is measured as an average one-way delay over a calendar month for traffic on the Level 3 network between Gateways. Delay measurements may be obtained from the Level 3 web site at www.Level3.com. In the event of a delay in excess of the Service Levels set forth above for reasons other than an Excused Outage, Customer will be entitled to receive a service credit off of the MRC for the affected SKL Internet Service as set forth in the following table:

Amount of Delay in Excess of Service Level	Service Level Credit
0.1 – 5 ms	10%
5.1 – 10 ms	20%
10.1 – 15 ms	30%
15.1 – 20 ms	40%
20.1 – 25 ms	50%
25.1 ms or greater	100%

d. Packet Delivery Service Level.

The Packet Delivery Service Level for SKL Internet Service is 99% for On-Net traffic between Gateways. Packet Delivery is the average number of Internet Protocol (IP) packets of information that transit the Level 3 network and are delivered by Level 3 to the intended On-Net destination in a calendar month. Packet Delivery measurements may be obtained from the Level 3 web site at www.Level3.com. In the event Level 3 does not meet the Packet Delivery Service Level for reasons other than an Excused Outage or as a result of any third party local access circuit (whether provisioned by Customer or Level 3), Customer will be entitled to receive a service credit off of the MRC for the affected SKL Internet Service as set forth in the following table:

Packet Delivery	Service Level Credit
98.5 – 98.99%	10%
98 – 98.49%	20%
97 – 97.99%	30%
96 – 96.99%	40%
95 – 95.99%	50%
94.99% or less	100%



****CUSTOMER MUST REQUEST SERVICE LEVEL CREDIT.**

In order to receive any of the Service Level Credits described above, Customer must notify SKL within seven (7) days from the time Customer becomes eligible to receive a Service Level Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Level Credit.

(1) Performance Problem and Time to Discover. In the event that SKL discovers or is notified by Customer that Customer is experiencing a Performance Problem, SKL will take all actions necessary to determine the source of the Performance Problem. Within two (2) hours of discovering or receiving notice of the Performance Problem, SKL will determine whether the source of the Performance Problem is limited to the Customer equipment and the SKL equipment connecting the Customer equipment to the SKL LAN. If SKL determines that the Customer equipment and SKL connection are not the source of the Performance Problem, SKL will determine the source of the Performance Problem within an additional two (2) hour period. In any event, SKL will notify Customer of the source of the Performance Problem within sixty (60) minutes of identifying the source.

(2) Remedy. If the source of the Performance Problem is within the sole control of SKL, SKL will remedy the Performance Problem within two (2) hours of determining the source of the Performance Problem. If the source of and remedy to the Performance Problem reside outside of the SKL LAN, SKL will use commercially reasonable efforts to notify the party(ies) to resolve such problem as soon as possible.

(3) Failure to Determine Source. In the event that SKL (i) is unable to determine the source of the Performance Problem within the time periods described in subsection (1) above and/or; (ii) is the sole source of the Performance Problem and is unable to remedy such Performance Problem within the time period described in subsection (2) above, SKL will deliver a Service Level Credit to Customer for the Downtime period listed in Table 6(B), in excess of the time periods for identification and resolution described above.

(4) Service and Network Maintenance. SKL expressly reserves the right to temporarily, from time to time and at anytime, shut down all services, including the Internet connection provided herein, for purposes of maintaining and servicing the SKL Local Area Network. SKL will make its best effort to contact all of its colocation Customers to inform of any pending maintenance, scheduled system upgrades or network outages that involve downtime for said Customers. Notification may be made via email, telephone or postal mail.

(5) Termination Option for Chronic Problems. Customer may terminate their Agreement for cause and without penalty by notifying SKL within five (5) days following the end of a calendar month in the event either of the following occurs: (i) Customer experiences more than ten (10) Downtime periods resulting from three (3) or more nonconsecutive downtime events during the calendar month; or (ii) Customer experiences more than one (24) consecutive hours of downtime due to any single event. Such termination will be effective thirty (30) days after receipt of such notice by SKL.