

## DSL.netCARE™

### SDSL Service Level Agreement (SLA)

DSL.net, Inc., a nationwide, Tier 1 ISP and facilities-based service provider with CLEC status in all 50 states, the District of Columbia and Puerto Rico, offers various network connectivity/Internet access options, and related services, to businesses. DSL.net is committed to high-quality performance and customer care. As part of every NETgain SDSL circuit which you order from us, we are pleased to offer you the following Service Level Commitments, at no additional charge to you:

#### Quality of Service Commitment

- If, during the first thirty (30) calendar days after installation, you notify DSL.net that you are not satisfied that DSL.net's SDSL Internet access/network connectivity service has increased your company's productivity, you may request that your service be discontinued, and we will relieve you from the remaining term of your service commitment and waive any "early termination fee" otherwise applicable under our standard terms of service. No penalties, no arguments.

#### Latency Commitment

- **Our Commitment:** DSL.net commits to provide an average monthly roundtrip delay of 80 milliseconds or less within DSL.net's network in North America.
- **Your Remedy:** Any Customer who experiences average latency in excess of 80 milliseconds for any calendar month may request a two-day Service Credit. Any Customer who experiences average latency in excess of 80 milliseconds in each of two consecutive calendar months may request a seven-day Service Credit.

#### Network Availability Commitment

- **Our Commitment:** DSL.net commits to provide 99.9% availability each month for your connection within DSL.net's network in North America.
- **Your Remedy:** Any Customer who experiences availability of the network connection of below 99.9% in any calendar month may request a one-day Service Credit for each whole hour of unavailability in such month in excess of the above minimum commitment.

#### Customer Premise Equipment Commitment

- **Our Commitment:** All Customer premise equipment (i.e., the installed bridge, modem or router (CPE) in support of service) leased from DSL.net will be guaranteed by DSL.net to be free from defects (other than those attributable to abuse, tampering or unauthorized repair or modification) during the term of service.
- **Your Remedy:** DSL.net will repair or replace all leased CPE that is determined by DSL.net to be defective (and not the subject of Customer misuse, tampering or unauthorized repair/modification) within the applicable warranty period.

#### Service Credit Specifications

- In the event DSL.net fails to achieve any Service Level Commitment, at your request, DSL.net will credit your account in accordance with the applicable remedy set forth above in connection with such Service Level Commitment and subject to the following:
  - To be eligible for a Service Credit, you must report the commitment failure to DSL.net within five (5) days of its occurrence (via telephone at 800-455-5546 or via e-mail notification to [support@dsl.net](mailto:support@dsl.net)), and you must have notified DSL.net of any service-affecting conditions at the time of such failure and have provided DSL.net with all other information reasonably requested in furtherance of troubleshooting the reported issue.
  - All requests for Service Credits for validly reported commitment failures must be delivered in writing to DSL.net at **545 Long Wharf Drive, 5<sup>th</sup> Floor, New Haven, CT 06511, attention: Customer Service Dept./Service Credits**. Requests must identify the Service Level Commitment at issue, include the

“trouble ticket” number assigned to Customer’s report, and include such other information as DSL.net may have reasonably requested to assist it in verifying the request. DSL.net may reject any Service Credit request which does not provide sufficient supporting information to allow DSL.net to verify the claim. All requests for Service Credits will be subject to confirmation by DSL.net, and will be applied by DSL.net as soon as possible to a subsequent recurring invoice following approval. DSL.net shall promptly notify Customer of its resolution of the reported event. Customer must claim any applicable Service Credits by the 15<sup>th</sup> day of the month following the month in which the reported incident was resolved. DSL.net will inform Customer of credit requests rejected for insufficient information, and Customer will be allowed to resubmit such requests with additional supporting information within fifteen (15) days of DSL.net’s notification of its rejection of the credit request. After Customer resubmits the credit request with the additional supporting information, the standard verification and crediting timelines outlined herein shall apply.

- Service Credits are calculated based on the contracted monthly rate for the affected SDSL circuit, prorated by the number of days of credit provided as the remedy for the applicable Service Level Commitment, based on a 30-day month (e.g., a one-day Service Credit means the Customer will receive as a credit an amount equal to 1/30 of the applicable recurring monthly charge for the affected service). The maximum Service Credit to be granted for all failures within a given month shall not exceed the monthly recurring fees charged by DSL.net for the given service for the month in which the given Service Credit is claimed. Any excess credits will not carry over into later invoices. Remedies available hereunder shall only be payable in the form of a Service Credit to Customer’s account. DSL.net shall have no obligation to pay cash to Customer to fulfill any earned Service Credit, unless DSL.net’s records verify that all services have been terminated and authorized Service Credits remain outstanding which are in excess of any remaining amounts due and owing from Customer to DSL.net, and then, only to the extent of the excess amount.
- If any event triggers a breach of two or more Service Level Commitments, Customer shall only receive a Service Credit equal to the highest applicable Service Credit being requested in connection with the breached Service Level Commitments.
- Customer shall be ineligible for a Service Credit hereunder if Customer is not in financial good standing with DSL.net (i.e., current on all billings) at the time of the request.
- The “quality of service” commitment is not available to Customers who have been migrated to DSL.net’s network from another ISP as part of a customer acquisition. For those eligible Customers who do avail themselves of the 30-day cancellation policy set forth in such commitment, they shall remain responsible for the monthly recurring charges for that initial month of service and any outstanding one-time charges associated with delivery of service in accordance with the terms of their service agreement with DSL.net.

The remedies set forth herein for each Service Level Commitment shall be the exclusive remedy available to Customer for DSL.net’s failure to achieve such Service Level Commitment. This SLA does not represent a warranty or guarantee by DSL.net that services will be uninterrupted or fit for any particular purpose or intended use of any kind, and DSL.net shall not be liable for any damages of any nature or amount as a result of any failure to achieve any Service Level Commitment, other than the permitted Service Credits authorized and described hereunder.

## Exclusions

This SLA applies to SDSL circuit connectivity service and related equipment only. DSL.net will not be responsible for, and Service Credits will not be issued in connection with, any failure by DSL.net to meet a Service Level Commitment by reason of any of the following:

- Any Customer act or omission, including without limitation any negligence, willful misconduct or misuse of any service or equipment, which impairs DSL.net’s ability to provide service.
- Scheduled maintenance on the DSL.net network.
- Failure on the part of Customer to timely report the incident and open a trouble ticket in accordance with this SLA.

DSL.net may modify the Service Level Commitments and your remedy for the failure by DSL.net to meet any Service Level Commitment at any time. Such modifications shall be deemed effective immediately upon either posting of the modified SLA on the DSL.net web site, currently located at [www.dsl.net](http://www.dsl.net), or notifying you. If you have any questions, please contact your Account Representative.