

Business Class Trunk Service Level Agreement

Customer's use of the Business Class Trunk Services ("Trunk Services") is subject to the following additional terms and conditions set forth below. These terms shall apply in addition to the Comcast Business Services Terms and Conditions, including its provisions applicable to Voice Services, and in the event of any conflict between the two, the terms below shall prevail.

Trunk Services,

Comcast's Trunk Services is backed by the following Service Level Agreement ("SLA"):

Definitions

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Trunk Services PSA or the General Terms and Conditions.

"Degraded Service" – A trouble ticket classification where calls can be made but may be suffering from limited or intermittent problems such as sound quality impairment

"Monthly Recurring Charge (MRC)" – The recurring charges for Service as identified in Article 3.1 of the General Terms and Conditions.

Service Level Agreement (SLA)

Company's liability for any Total Service Interruption of its Trunk Services (individually or collectively, "Liability"), shall be limited to the amounts set forth in the below Table 1. The term "Liability" refers to an interruption in transmission that renders the Service unusable due to a total loss of signal for the service ("Total Service Interruption"). For the purposes of calculating credit for any such Liability, the Liability period begins when the Customer reports an interruption in the portion of the Service to Company, provided that the Liability is reported by Customer during the duration of the Liability, and, a trouble ticket is opened; the Liability shall be deemed resolved upon closing of the same trouble ticket or the termination of the interruption, if sooner, less any time Comcast is awaiting additional information or premises testing from the Customer. Multiple events will require multiple trouble tickets to be opened. Service that fails to materially conform to the stated technical specifications and performance standards but is not a considered a total loss of Service shall be considered a Degraded Service, and will be entitled to Credits as identified in Article 7.1 of the Trunk Service PSA.

TABLE 1

For all Total Service Interruptions within any thirty (30) day period

Aggregate length of Total Service Interruptions during a 30 day period:	Amount of Credit
Less than 4 hours	None
At least 4 hours but less than 5 hours	1/30 of the MRC*
For each additional whole hour thereafter.	Additional 1/30 of the MRC*

*Based on a 30 day month

THE TOTAL CREDIT ALLOWANCE PER MONTH IS CAPPED AT 100% of THAT MONTH'S MRC FOR THE INTERRUPTED CIRCUIT/SERVICE.

Customer shall bear any expense incurred, e.g., dispatch/labor costs, where a Service Interruption is found to be the fault of Customer, its end users, agents, representatives or third-party suppliers.

Emergency Blocking

The parties agree that if either party hereto, in its reasonable sole discretion, determines that an emergency action is necessary to protect its own network, the party may, after engaging in reasonable and good faith efforts to notify the other party of the need to block, block any transmission path over its network by the other party where transmissions do not meet material standard industry requirements. The parties further agree that none of their respective obligations to one another under the Agreement will be affected by any such blockage except that the party affected by such blockage will be relieved of all obligations to make payments for charges relating to the circuit(s) which is so blocked and that no party will have any obligation to the other party for any claim, judgment or liability resulting from such blockage.

- **Remedy Processes**

All claims and rights arising under this Service Level Agreement must be exercised by Customer in writing within thirty (30) days of the event that gave rise to the claim or right. The Customer must submit the following information to the Customer's Comcast account representative with any and all claims for credit allowances: (a) Organization name; (b) Customer account number; (c) Trouble Ticket number(s) opened by the customer, and (d) basis of credit allowance claim (including date and time, if applicable). Comcast will acknowledge and review all claims promptly and will inform the Customer by electronic mail or other correspondence whether a credit allowance will be issued or the claim rejected, with the reasons specified for the rejection.

Exceptions to Credit Allowances

A Total Service Interruption shall not qualify for the remedies set forth herein if such Total Service Interruption is related to, associated with, or caused by: scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through Comcast, including, without limitation, Customer's users, third-party network providers, any power, equipment or services provided by third parties; or an event of Force Majeure as defined in the Agreement. Further a Total Service Interruption shall not qualify for remedies set forth herein if Comcast has provided a reasonable temporary work around which the Customer has or has not accepted.

Other Limitations

The remedies set forth in this Service Level Agreement shall be Customer's sole and exclusive remedies for any Service Interruption, outage, unavailability, delay, or other degradation, or any Comcast failure to meet the service objectives.