

## Xiphos Fiber Internet – Service Level Agreement

This summary page describes the Service Level Agreement (SLA) applicable to the Hoplite Xiphos Fiber Internet services.

- Fiber Internet Services covers the following products:
  - Xiphos Fiber Basic
  - Xiphos Commercial Fiber

### A. General

HOPLITE will be the only party to determine (in its sole discretion) whether HOPLITE has not met any of the SLAs specified herein. HOPLITE reserves the right to change or discontinue any or all of the SLAs detailed below at any time without notice to Customer. Customer must at all times cooperate with HOPLITE in testing, determining and verifying that a qualifying service outage has occurred.

### B. SLA Credit Request Process

In order to receive any of the SLA credits (specified herein) for HOPLITE Fiber Internet Service, the Customer must immediately notify HOPLITE Fiber Internet Customer Service of an occurrence within the HOPLITE Fiber Internet Service that results in the inability of Customer to transmit IP packets within the HOPLITE Fiber Internet Service ("Service Outage"). HOPLITE Technical Support will investigate the reported outage and assign a trouble ticket number. Once HOPLITE determines that the substantiated Service Outage that could qualify Customer for the SLA credit occurred, then Customer may request a Service credit within 30 days after the event giving rise to the credit by contacting HOPLITE Fiber Internet Customer Service. A ticket number must accompany Customer's request for any SLA credit regarding the Fiber Internet service purchased by Customer. Credits appear on Customer's bill for the Fiber Internet Service within two (2) billing cycles, after such SLA credit has been approved by the HOPLITE customer service. Credits are exclusive of any applicable taxes charged to the Customer or collected by HOPLITE.

### C. SLA Limitations

Customer's aggregated SLA credits may not exceed 1 month of service charges, for any Fiber Internet Service line. For the purpose of calculating SLA credits, this monthly service fee shall mean the monthly recurring charge for such line, but excluding, in all cases, (i) any monthly recurring fees for the Fiber Internet Service features (e.g., AND subscription, HopliteDNS) and (ii) all one-time charges.

### D. SLA Exclusions

A Service Outage does not include an outage that occurs during scheduled periods of maintenance or upgrades. SLAs do not apply, and HOPLITE is not responsible, for failure to meet an SLA resulting from:

- The misconduct or accident of Customer behavior or Users of Service;

- The failure or deficient performance of power, equipment, services or systems not provided by HOPLITE;
- Delay caused or requested by Customer;
- Service interruptions, deficiencies, degradations or delays due to any access lines whether provided by HOPLITE or by third parties, or Customer Premises Equipment (CPE) when provided by third parties;
- Service interruptions, deficiencies, degradations or delays during any period in which HOPLITE or its representatives are not afforded access to the premises where access lines associated with Fiber Internet Business Service are terminated or HOPLITE CPE is located;
- Service interruptions, deficiencies, degradations or delays during any period when a Service Component is removed from Service for maintenance, replacement, or rearrangement purposes or for the implementation of a Customer order;
- Customer's election to not release a Service Component for testing and/or repair and to continue using the Service Component; and/or
- Force Majeure conditions such as fire, explosion, lightning, power surges or failures, strikes or labor disputes, water, acts of god, the elements, war, civil disturbances, terror, acts of civil or military authorities, fuel or energy shortages, acts or omissions of suppliers or other causes beyond HOPLITE's control, whether or not similar to the foregoing.

In addition, Fiber Internet Service SLAs do not apply (a) if Customer is entitled to any other available credits, compensation or remedies under any other agreement for the same service interruption, deficiency, degradation or delay, (b) for service interruptions, deficiencies, degradations or delays not reported by Customer to HOPLITE within a reasonable period of time, (c) where Customer reports an SLA failure, but HOPLITE does not find any SLA failure, (d) any wholesale customer with access provided by HOPLITE for resell to their end users and/or (e) to Internet Sites that are not directly connected to the HOPLITE Network.

#### E. Use of Alternate Service

If Customer elects to use another means of communications during the period of interruption, Customer must pay the charges for the alternative service used.

#### F. Network Availability - 99.9%

HOPLITE Points of Presence (POPs) on the IP/FIBER Backbone Network shall be "Available" 99.9% of the time in delivering traffic to/from other HOPLITE POP locations on the IP/FIBER Backbone measured over a calendar month. Network Availability shall be calculated based on an aggregate monthly measurement average between HOPLITE endpoints within the USA. Customer shall be entitled to one (1) day's credit\* (based on a 30 day calendar month) from the Customer's monthly recurring service fees if HOPLITE fails to meet the aggregate Network Availability guarantee during any Calendar month.

*Any calculation of Network Availability shall not include any unavailability resulting from: (a) scheduled Network maintenance, (b) the occurrence of a Force Majeure event, or (c) the failure of non-service impacting equipment or systems responsible for network measurements.*

G. Network Latency - 40 milliseconds (ms)

HOPLITE's aggregate monthly average, latency on the IP/FIBER Backbone Network shall be 40.0 ms or less between POP locations on the HOPLITE IP/FIBER Backbone. Aggregate monthly roundtrip latency shall be calculated based on the geometric mean of regular measurement samples between HOPLITE POP endpoints within the contiguous forty-eight (48) States of the USA.

Customer shall be entitled to one (1) day's credit\* (based on a 30 day calendar month) from the Customer's monthly recurring service fees if HOPLITE fails to meet the aggregate Network Latency Guarantee during any calendar month.

*Any calculation of Network Latency shall not include any failure attributable to (a) scheduled Network maintenance; (b) the occurrence of a Force Majeure event, and/or (c) the failure of non-service impacting equipment or systems responsible for network measurements.*

H. Data Delivery (Packet Loss) - 99.9%

HOPLITE's aggregate monthly average packet loss between HOPLITE POPs on the IP/FIBER Backbone shall not exceed 0.1%. Packet Loss shall be calculated based on the arithmetic mean of aggregate monthly measurements between HOPLITE POP and endpoints within the USA. Customer shall be entitled to one (1) day's credit\* (based on a 30 day calendar month) from the Customer's monthly recurring service fees if HOPLITE fails to meet the aggregate Network Packet Loss SLA during any calendar month.

*Any calculation of Network Packet Loss shall not include any failure attributable to (a) scheduled Network maintenance; (b) the occurrence of a Force Majeure event, or (c) the failure of non-service impacting equipment or systems responsible for network measurements.*

I. 24 Hour Service Restoration

Customer connectivity shall be restored in 24 hours or less from the time HOPLITE is notified of the outage. Customer shall be entitled to one (1) day's credit\* (based on 30 day calendar month) from the Customer's monthly recurring service fees if HOPLITE fails to meet the 24 Hour Service Restoration SLA.

*Any calculation of 24 Hour Service Restoration shall not include any failure attributable to (a) scheduled Network maintenance; (b) the occurrence of a Force Majeure event; (c) the failure of non-service impacting equipment or systems responsible for network measurements; or (d) any CPE failures; (e) any outage involving access facilities; including Central Office (CO), Remote Terminal (RT), or Fiber Line Access Multiplexer equipment.*

\*Credits are not automatically applied. Customer must apply by calling our Fiber Internet Customer Service.