



Regional Ethernet / “RLAN” (Layer 1 Dedicated Ethernet)

Network Availability

tw telecom (“TWTC”) Regional Ethernet Services (“RLAN”) will be available to Customer at least 99.99% of the time in a calendar month (“Network Availability”), or Customer will receive Service Outage credits per the definitions and table below. Customer shall report Service Outages by contacting TWTC’s Customer and Network Reliability Center at 1-800-829-0420 (“CNRC”). TWTC will open a trouble ticket and provide a trouble ticket number for tracking purposes. For the purposes of determining the applicable credit, a Service Outage begins when the trouble ticket is opened and closes when the Service is properly restored.

A service outage causing Network non-availability is defined as the inability to transmit and receive data via the RLAN Service due to TWTC’s equipment or network (“Service Outage”). Service Outages do not include outages caused by the acts, omissions or equipment of Customer or its end users, Force Majeure events (as defined in the Standard Terms and Conditions), outages occurring during scheduled or emergency maintenance, or the time during which TWTC is not allowed access to premises necessary to restore the Service. Standard maintenance windows are based on the time zone of a city’s location and are available at the following website: <http://info.twtelecom.net/info.php?id=1>.

Credits are based upon a percentage of the MRC for the non-performing RLAN Service as follows:

Duration of Service Outage	Percentage Credit
RLAN purchased with Network Protection Option	
Under 5 minutes (99.99% availability)	No Credit
5 minutes up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours up to 48 hours	50% of the MRC
48 hours or greater	100% of the MRC

Per Service Outage - RLAN without Network Protection Option	Percentage Credit
5 minutes or greater	1/1440 of the applicable MRC for each 30 minutes of the Service Outage

General Terms Applicable to Service Level Agreement

The remedies set forth in this service level agreement and in the Standard Terms and Conditions or Master Services Agreement executed by Customer (incorporated by this reference) constitute Customer's sole and exclusive remedy if there are Service Outages and/or failures to meet the performance objectives identified in this service level agreement. Credits issued during any calendar month, for any reason(s), will not exceed the MRC associated with the non-performing Service.