NTT America, Inc. ("NTT America") reserves the right to amend this SLA from time to time. Amendments shall be effective upon posting of the revised policy by NTT America, Inc.

NTT America, Inc. Layer 2 VPN Service Level Agreement (SLA)

As part of the NTT America terms and conditions that governs Customer's purchase of services from NTT America, NTT America will meet the service level agreements set forth below.

1. **Application of Layer 2 VPN SLA**

These Layer 2 VPN Service Level Agreements (SLAs) provide customers in North America with certain rights and remedies regarding the performance of their individual connections (as defined below). If the Customer has more than one connection, these SLAs are applied to each link individually.

2. **Definitions**

For purposes of these Layer 2 VPN SLAs, the following terms have the meanings set forth below:

- "NTT America Backbone" means NTT America owned and operated Internet Protocol (IP) routing infrastructure consisting solely of selected NTT America points of presence at which NTT America has installed measurement devices ("Selected POPs") (i) within the United States and the connections between them in the forty-eight continental United States (the "North American Network"), (ii) within Europe and the United States and the Trans-Atlantic connections between such Selected POPs (the "Trans-Atlantic Network") and (iii) within Asia and the United States and the Trans-Pacific connections between such Selected POPs (the "Trans-Pacific Network").
- "Layer 2 VPN" means a pair of Select POPs, and the NTT America Backbone routing infrastructure between them, to which the customer has a connection at each end for the purpose of receiving the Layer 2 VPN service.
- "Network Outage" means an instance in which no traffic can pass through Customer's Layer 2 VPN for more than 15 consecutive minutes, as measured by NTT America.
- "Latency" means the average time required for round-trip packet transfers over Customer's Layer 2 VPN during a calendar month, as measured by NTT America.
- "Packet Loss" means the average percentage of IP packets transmitted over Customer's Layer 2 VPN during a calendar month that are not successfully delivered, as measured by NTT America.
- "Average Jitter" means the average variation in delay for packet transfers over Customer's Layer 2 VPN during a calendar month, as measured by NTT America.
- "Maximum Jitter" means the maximum variation in delay for packet transfers over Customer's Layer 2 VPN, as measured by NTT America.
- "Base Fee" consists solely of the base monthly fee paid by Customer for the affected NTT America service and excludes all other fees which might be charged to Customer, including, by way of example and not limitation, set-up fees, fees for local loop, or charges for additional services such as managed services.

3.   **Summary of NTT America Backbone SLAs**

As described in more detail below, these NTT America Backbone SLAs provide commitments based upon goals in four key areas:

- Customer's Layer 2 VPN will be available to Customer free of Network Outages 100% of the time.
- Latency guarantees over the Customer's Layer 2 VPN will be based on the geography of the two Layer 2 VPN end points as outlined in the "Layer 2 VPN Latency" section below.
- Packet Loss over Customer's Layer 2 VPN of 0.1% or less.
- Average Jitter over Customer's Layer 2 VPN of 250 microseconds or less; and Maximum Jitter not to exceed 10 milliseconds more than 0.1% of the time.

4.   **NTT America Backbone Availability**

NTT America's goal is to make the Customer's Layer 2 VPN free of Network Outages 100% of the time. Subject to Sections 9 and 10 below, upon Customer's request, NTT America will issue a credit to Customer for Network Outages on the Customer's Layer 2 VPN in an amount equal to one day's worth of the Base Fee paid by Customer, multiplied by each hour (or portion thereof rounded to the next hour) of the cumulative duration of such Network Outage.

5.   **NTT America Backbone Latency**

NTT America's goal is to keep round trip Latency on Layer 2 VPN below (i) 5 milliseconds or less for metropolitan Layer 2 VPNs, and (ii) 100 milliseconds or less for long Layer 2 VPNs depicted in the table below.

Route	Latency
Metro: Lundy to Santa Clara; or Ashburn to Sterling	5 milliseconds
U.S. Coast to Coast: Lundy or Santa Clara to: Ashburn or Sterling	100 milliseconds

Subject to Sections 9 and 10 below, if Latency on Customer's Layer 2 VPN for a calendar month exceeds the time frame set forth above, NTT America will issue a credit to Customer equal to one day's worth of the Base Fee paid by Customer for that specific Layer 2 VPN for such month.

The terms of this Layer 2 VPN SLA related to Latency will take effect the first full calendar month after Customer's first use of the Layer 2 VPN service.

6.   NTT America Backbone Packet Loss

NTT America's goal is to keep Packet Loss on Layer 2 VPN to 0.1% or less. If Packet Loss on Customer's Layer 2 VPN exceeds 0.1% during a calendar month, NTT America will issue a credit to Customer equal to one day's worth of the Base Fee paid by Customer for that specific Layer 2 VPN for such month.

The terms of this Layer 2 VPN SLA relating to Packet Loss will take effect the first full calendar month after Customer's first use of the Layer 2 VPN service.

7.   NTT America Average and Maximum Jitter

NTT America's goal is to keep Average Jitter on Layer 2 VPNs to 250 microseconds or less; and for Maximum Jitter not to exceed 10 milliseconds more than 0.1% of a calendar month. Subject to Sections 9 and 10 below, if Average Jitter on Customer's Layer 2 VPN exceeds 250 microseconds; or if Maximum Jitter exceeds 10 milliseconds more than 0.1% of a calendar month, NTT America will issue a credit to Customer equal to one day's worth of the Base Fee paid by Customer for that specific Layer 2 VPN for such month.

The terms of this Layer 2 VPN SLA relating to Jitter will take effect the first full calendar month after Customer's first use of the Layer 2 VPN service.

8.   Measurement

NTT America will periodically (on average every 5 minutes) measure the Layer 2 VPNs using software and hardware components capable of measuring traffic and responses at such Selected POPs which act as Layer 2 VPN end points. Customer acknowledges that not every POP may be covered by such measurements, and that such measurements may not measure the exact path traversed by Customer's packets. NTT America reserves the right to periodically change the measurement points and methodologies it uses without notice to Customer. For reports of performance of the NTT America Backbone, please contact a NTT America Layer 2 VPN sales representative.

9.   Exceptions

Customer shall not receive any credits under these Layer 2 VPN SLAs in connection with any failure or deficiency of the NTT America Backbone caused by or associated with:

i. circumstances beyond NTT America's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Layer 2 VPN SLAs;
ii. failure of access circuits to the NTT America Backbone, unless such failure is caused solely by NTT America;
iii. scheduled maintenance and emergency maintenance and upgrades;

iv. DNS issues outside the direct control of NTT America;

v. false SLA breaches reported as a result of outages or errors of any NTT America measurement system;

vi. Customer's acts or omissions (or act or omissions of others engaged or authorized by Customer), including without limitation, any negligence, willful misconduct, or use of the NTT America Backbone or Layer 2 VPN service in breach of NTT America's Terms and Conditions of Service or NTT America's Acceptable Use Policy.

10.   Credit Request and Payment Procedures

In order to receive a credit under these SLAs, Customer must make a request by accessing and following the credit request procedures set forth at the SLA Credit Request Form. Each request in connection with a Network Outage must be received by NTT America within seven days of the Network Outage and must be confirmed by NTT America's measurements of Customer's Layer 2 VPN. NTT America must receive each request in connection with Latency, Packet Loss, Average Jitter or Maximum Jitter in a calendar month within seven days after the end of such month.

Each valid credit will be applied to an invoice of Customer within two billing cycles after NTT America receipt of Customer's request. Credits are exclusive of any applicable taxes charged to Customer or collected by NTT America.

Notwithstanding anything in these Layer 2 VPN SLAs to the contrary, the total amount credited to a Customer in connection with Network Outages, Latency, Jitter and Packet Loss in any calendar month will not exceed the Base Fee paid by Customer for such month.