



CLLOUDCONNECTION SERVICE
SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) is subject to the terms and conditions of the applicable Agreement between First Communications and Customer regarding CloudConnection Service. Defined and/or capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Company’s Terms and Conditions of Business Services posted on the www.firstcomm.com website.

1. CloudConnection. This SLA applies solely to First Communications’ CloudConnection Service. CloudConnection provides access to designated infrastructure and port(s) to allow Customer to establish connectivity with Customer’s third party cloud service provider. First Communications does not and cannot control third-party connectivity and has no responsibility related to contracting, service and/or arrangements of Customer with Customer’s cloud service provider or performance thereunder.

2. Port/Connection Related Goals. The following service level goals for availability to pass Ethernet frames during a billing month (“Goals”) apply to the CloudConnection Service. For purposes of this SLA only, “Unavailability” is defined as the duration of time in which an individual First Communications CloudConnection port and connection is unavailable and prevents delivery of Customer’s Ethernet frames in accordance with the Agreement, as measured from the time when First Communications receives Customer’s notification of the incident to the time the CloudConnection Service is no longer unavailable, as confirmed by First Communications.

MONTHLY AVAILABILITY GOALS	CUMULATIVE MINUTES OF UNAVAILABILITY PER CALENDAR MONTH	MRC CREDIT FOR EACH AFFECTED PORT/CONNECTION*
<99.999%–99.99%	26 seconds <4 minutes	2%
<99.99%-99.90%	4 minutes to <44 minutes	5%
<99.90%-99%	44 minutes to <7 hours	10%
<99-97%	7 hours to <21.6 hours	25%
<97%	>21.6 hours	50%

*See Section 4 for remedies, requirements and exceptions.

3. Maintenance.

3.1 Network Normal Maintenance. “Network Normal Maintenance” means scheduled maintenance, including but not limited to upgrades of hardware or software or upgrades to increase capacity. Normal Maintenance may temporarily degrade the quality of the Service, including possible network downtime or Unavailability. Such effects related to Network Normal Maintenance will not entitle Customer to service credits. Company may change the maintenance window times upon posting to the website or other notice to Customer.

3.2 Network Urgent Maintenance. “Urgent Maintenance” means efforts to correct network conditions that are likely to cause a material Service outage and that require immediate action. Urgent Maintenance may degrade the quality of the Service, including possible network downtime or Unavailability. Such effects related to Urgent Maintenance will entitle Customer to service credits only as set forth in this SLA. Company may undertake Urgent Maintenance at any time deemed necessary and will provide notice of Urgent Maintenance to Customer as soon as is commercially practicable under the circumstances.

4. General.

4.1 Remedies; Requirements. To be eligible for service credits under this SLA, Customer must be in good standing with Company and current in its obligations. To receive service credits, within three days of occurrence of Unavailability, Customer must contact First Communications’ Customer Care at 855-497-1105 to report such Unavailability and open and submit the relevant trouble ticket information for First Communications to investigate and isolate the cause of Unavailability. In addition, within fifteen days of the date of occurrence of Unavailability, Customer must request a credit through Customer Care at (800)860-2934, specifying the relevant Goal that was not met. If Customer fails to notify Company in each case in the manner set forth above with respect to the applicable Unavailability and SLA credits, Customer will have waived its right to such SLA credits for that month. Company will determine the credits provided to Customer in accordance with the requirements of this SLA. A credit will be applied only to the month in which the event giving rise to the credit occurred. The credits will apply to the MRCs of the Affected Service after application of all discounts and do not apply to MRCs of other services. “Affected Service” means the individual CloudConnection port and connection that fails to meet the applicable Goal. In no event will the total credit, in the aggregate for all credits issued in one month, exceed the equivalent of 50% of the relevant MRCs for the Affected Service. Cumulative credits in any one month must exceed \$25.00 to be processed. CUSTOMER’S



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RIGHT TO RECEIVE SUCH CREDITS SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND COMPANY'S SOLE AND EXCLUSIVE OBLIGATION IN THE EVENT OF A CLOUDCONNECTION SERVICE PERFORMANCE FAILURE, EVEN IF SUCH REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE.

- 4.2 Service Credit Exceptions.** Service credits will not be issued where this SLA is not met as a result of:
- (a) The acts or omissions of Customer, its affiliates or their respective employees, contractors, agents or end users;
 - (b) The acts or omissions of providers or customers to whom Customer connects, or their respective employees, contractors, agents or end users;
 - (c) The failure or malfunction of equipment, applications, facilities or systems not owned or controlled by Company;
 - (d) A Force Majeure Event;
 - (e) Network Normal Maintenance, alternation or implementation;
 - (f) The unavailability of required Customer personnel, including as a result of failure to provide Company with accurate, current contact information; or
 - (g) Company's lack of access to Customer or other premises where reasonably required to restore Service.

4.3 Company reserves the right to review and deny any credits under this SLA or otherwise claimed by Customer, if, in Company's reasonable judgment, the claim does not meet the criteria established above for such claim.