



SERVICE LEVEL AGREEMENT

Blackfoot Communications' Service Level Agreement ("SLA") sets forth the provisions and commitments relating to service quality between Blackfoot Communications ("Blackfoot Communications") and Customer. This SLA is added as a schedule to the Master Service Agreement General Terms and Conditions ("Terms") between Customer and Blackfoot Communications.

1. **DEFINITIONS.** Unless otherwise designated in this SLA, capitalized terms in this SLA shall have the same meaning as set forth in the Terms:
 - 1.1 "Average Jitter Performance," with respect to a given month, is the average delay variation in the end-to-end delay between received packets of an IP or packet stream during such month, as measured by Blackfoot Communications.
 - 1.2 "Average Packet Delivery," with respect to a given month, means the average percentage of IP packets transmitted during such month that are successfully delivered, as measured by Blackfoot Communications.
 - 1.3 "Average Round-Trip Latency," with respect to a given month, means the average time required for round-trip packet transfers between points of presence (POPs) on the Blackfoot Data Network during such month, as measured by Blackfoot Communications.
 - 1.4 The "Blackfoot Data Network" means the Blackfoot Communications owned and operated Data Protocol (IP) routing infrastructure consisting of network-to-network interfaces (NNIs) and selected Blackfoot Communications POPs and the connections between them in the United States. Dedicated internet access is included on the Blackfoot Data Network up to peering ports to the internet at large. The Blackfoot Data Network does not include (i) Customer premise equipment; (ii) any local loop or access facilities connecting Customer's premises to the Blackfoot Communications NNI if not owned by Blackfoot Communications; (iii) interconnections with other data service providers, (iv) other data service provider networks, or (v) other ISP networks beyond peering points for traffic routing.
 - 1.5 "Broadband" means a Blackfoot Communications Service by which Customer access the Internet via a shared circuit.
 - 1.6 "Dedicated Internet Access" or "DIA" means a Blackfoot Communications Service by which Customer access the Internet via a dedicated (unshared) circuit.
 - 1.7 "Interruption" (whether capitalized or not) shall mean a Blackfoot Communications caused failure to satisfy the applicable network availability, latency, packet delivery, or jitter guarantees referenced in sections 2.1 through 2.4 below, entitling the Customer to a credit pursuant to the terms and conditions of article 3, below. "Interruption" does not include, and no allowance shall be given for, Service difficulties such as slow dial tone, circuits busy, or other network and/or switching capacity shortages.
 - 1.8 "Last Mile" means the point of demarcation at the Customer's premises to a network owned by, or leased to, Blackfoot Communications.
 - 1.9 A "Network Outage" is an instance in which there is a complete loss of Service and Customer is unable to transmit and receive IP packets (or for phone services other than VoIP, unable to complete calls) due to a Blackfoot Communications caused outage for more than thirty (30) consecutive minutes.

2. **GENERAL STANDARD – PARAMETERS.** Blackfoot Communications will use reasonable efforts under the circumstances to maintain its overall network quality. The quality of service provided hereunder shall be consistent with other common carrier industry standards and government regulations.

2.1 Network Availability Guarantee

2.1.1 The Blackfoot Data Network and Last Mile shall be available to Customer free of Network Outages for (a) 99.999% of the time for DIA, and (b) 99.9% of the time for Broadband (the “Network Availability Guarantee”).

2.1.2 Mean Time to Repair (“MTTR”) For Failure of Network Availability Guarantee. Blackfoot Communications’ MTTR is measured as the average time it takes to restore all failures of network availability for all Customer sites with similar circuit types during a calendar month. (For the purposes of determining MTTR measurements, only a failure of the Network Availability Guarantee shall constitute a failure; failures of other guarantees do not apply to MTTR.)

▶ T1, NxT1, DS3 – 4 hours

▶ Ethernet – 4 hours

2.2 Latency Guarantee - Average Round-Trip Latency on the Blackfoot Data Network shall be fifty (50) milliseconds or less. This guaranty only applies to DIA; it does not apply to Broadband.

2.3 Packet Delivery Guarantee - Average Packet Delivery shall be 99.999% or greater. This guarantee only applies to DIA; it does not apply to Broadband.

2.4 Jitter Guarantee - The Average Jitter Performance measurement shall be twenty (20) milliseconds or less. This guarantee only applies to DIA; it does not apply to Broadband.

3. **CREDIT FOR INTERRUPTIONS.** An Interruption period begins when Customer reports a Service, facility, or circuit to be interrupted through the opening of a trouble ticket by e-mailing creditrequest@blackfoot.com with Blackfoot Communications and makes it available for testing and repair. An Interruption period ends when the Service, facility, or circuit becomes operative. If Customer reports a Service, facility, or circuit to be inoperative but declines to make it available for testing and repair, it is considered to be impaired, but not interrupted and shall not be eligible for credit. Customer must request the credit for Interruptions within the time frames specified herein.

3.1 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly recurring charges for the affected Service and is dependent upon the length of the Interruption.

3.2 For credits associated with the Network Availability Guarantee (Section 2.1 above), a credit allowance will be given for Interruptions of 30 minutes or more, upon written request of the Customer no later than ten (10) business days after the occurrence of the outage to Blackfoot Communications by e-mail to creditrequest@blackfoot.com. Credit allowances will be calculated as follows:

3.2.1 if the Interruption continues for less than 24 hours:



- 5.3** Interruptions sourced from, or events happening on, any other person or entity's network, including but not limited to data service providers or other common carriers connected to, or providing service connected to, the Service of Blackfoot Communications or to Blackfoot Communications' facilities;
- 5.4** Interruptions resulting from the failure or malfunction of non-Blackfoot Communications equipment, including service connected to Customer-provided electric power;
- 5.5** Interruptions of Service during any period in which Blackfoot Communications is not given full and free access to its facilities and equipment, and to Customer's premises, for the purpose of investigating and correcting Interruptions;
- 5.6** Interruptions of Service during any scheduled maintenance period or when Customer has released Service to Blackfoot Communications for maintenance purposes or for implementation of a Customer order for a change in Service arrangements:
 - 5.6.1** Scheduled maintenance occurs between 11 PM and 5 AM seven days per week. During this period various maintenance functions and network reconfigurations or upgrades may occur. Normally these activities are not Service impacting. If an activity is likely or known to impact customers operating within this window, notice of the activity will be given 48 hours in advance. Blackfoot Communications reserves the right to change the maintenance schedule if the need arises.
- 5.7** Interruptions resulting from power outages, other than power outages at Blackfoot Communications' collocation facility if Blackfoot Communications provides Customer hosting services at Blackfoot Communications' collocation facility.
- 5.8** Interruptions resulting from a Blackfoot Communications disconnect for Customer's breach.
- 5.9** Interruptions resulting from incorrect, incomplete or inaccurate orders from Customer.
- 5.10** Interruptions due to improper or inaccurate network specifications provided by Customer.
- 5.11** Interruptions of Service due to Force Majeure Event beyond the reasonable control of Blackfoot Communications.