

Comcast Business PRI Trunking Service Level Agreement

Customer's use of Comcast Business PRI Trunking Service ("Trunk Services") is subject to the following additional terms and conditions set forth below. These terms shall apply in addition to the Comcast Business Services Customer Terms and Conditions (the "Terms and Conditions"), including its provisions applicable to Voice Services and Trunk Services. In the event of an explicit conflict between this SLA (as defined below) and the Terms and Conditions, the terms and conditions of this SLA shall take precedence in the interpretation of the explicit matter in question.

Comcast's PRI Trunking Service is backed by the following Service Level Agreement ("SLA"):

A. Definitions

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in this SLA or the Terms and Conditions.

"**Service Interruption**" means an interruption in transmission that renders the Trunk Service unusable for transmission and reception. The Trunk Service shall be "**Available**" in the absence of a Service Interruption.

B. Service Level Agreement (SLA)

Comcast's liability, and Customer's sole remedy for Service Interruptions, and errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Trunk Service (individually or collectively, "**Liability**"), shall be limited to the amounts set forth in the chart below with the stated percentages to be applied against the MRC (as defined below) associated with the impacted portion of the Trunk Service set forth in the Service Order ("**Availability Credit**"). For the purposes of calculating credit for a Service Interruption, the "**Length of Service Interruption**" begins when the Customer reports such Service Interruption and a trouble ticket is opened, and concludes upon the closing of the same trouble ticket or, if sooner, the termination of the Service Interruption less any time Comcast is awaiting additional information or premises testing from the Customer. In no event shall the total amount of Availability Credit issued to Customer's account on a per-month basis exceed 50% of the total monthly recurring charge ("**MRC**") associated with the impacted portion of the Trunk Service set forth in the Service Order. The Length of Service Interruptions for separately occurring Service Interruptions will not be aggregated for purposes of determining Availability Credit allowances. To qualify, Customer must request the Availability Credit from Comcast within thirty (30) days of the beginning of the Service Interruption. Comcast shall not incur any Liability, including Availability Credit, for any failure of the Trunk Services caused by force majeure events, Planned Service Interruptions, Customer actions, omission or equipment, Customer-Provided Equipment, or any other items set forth in the "Exceptions to Credit Allowances" section below.

<u>Length of Service Interruption</u>	<u>Amount of Credit</u>
Less than 30 minutes	None
At least 30 minutes but less than 3 hours	1/8 of a day
At least 3 hours but less than 6 hours	1/4 of a day
At least 6 hours but less than 9 hours	2/5 of a day
At least 9 hours but less than 12 hours	1/2 of a day
At least 12 hours but less than 15 hours	4/5 of a day
At least 15 hours and up to and including 24 hours	1 full day

The total number of credit allowances per month shall not exceed the total monthly recurring charge for the affected Trunk Service. Credit allowances will not be made for less than \$1.00, unless required under applicable law.

Customer shall bear any expense incurred, e.g., dispatch/labor costs, where a Service Interruption is found to be the

fault of Customer or Customer's end users, agents, representatives or third-party suppliers.

C. Exceptions and Terms Applicable to All SLAs

Emergency Blocking

The parties agree that if either party hereto, in its reasonable and sole discretion, determines that an emergency action is necessary to protect its own network, the party may, after engaging in reasonable and good faith efforts to notify the other party of the need to block, block any transmission path over its network by the other party where transmissions do not meet material standard industry requirements. The parties further agree that none of their respective obligations to one another under the Agreement will be affected by any such blockage except that the party affected by such blockage will be relieved of all obligations to make payments for charges relating to the circuit(s) which is so blocked and that no party will have any obligation to the other party for any claim, judgment or liability resulting from such blockage.

Remedy Processes

All claims and rights arising under this Service Level Agreement must be exercised by Customer in writing within thirty (30) days of the event that gave rise to the claim or right. The Customer must submit the following information to the Customer's Comcast account representative with any and all claims for credit allowances: (a) Customer name; (b) Customer account number; (c) Trouble Ticket number(s) opened by the Customer, and (d) basis of credit allowance claim (including date and time, if applicable). Comcast will acknowledge and review all claims promptly and will inform the Customer by electronic mail or other correspondence whether a credit allowance will be issued or the claim rejected, with the reasons specified for the rejection.

Exceptions to Credit Allowances

A Service Interruption shall not qualify for the Credits set forth herein if such Service Interruption is related to, associated with, or caused by: scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through Comcast, including, without limitation, Customer's users or third-party network providers; any power, equipment or services provided by third parties; or an event of force majeure as set forth in the Agreement, unless otherwise provided under applicable law.

Other Limitations

The remedies set forth in this Service Level Agreement shall be Customer's sole and exclusive remedies for any Service Interruption, outage, unavailability, delay, or other degradation, or any Comcast failure to meet the objectives of the Trunk Services.