

Service Level Agreement (SLA)

This SLA is applicable to the following Masergy Services:

- **Masergy Global Wide Area Network (WAN)**
 - Service Installation
 - Service Availability
 - Service Performance
- **Unified Communications as a Service (“UCaaS”) (the “Cloud Communications” or “CC Service”)**
- **Direct Cloud Connect Service**

1. Masergy Global WAN

Applicable to T1, E1, T3, E3, Ethernet, and OCx/STMx Customers with minimum one-year term commitments.

1.1 Service Installation

Masergy will meet the following Service installation intervals:

- 35 business days from date of order acceptance by Masergy for T1 in US
- 40 business days from date of order acceptance by Masergy for On Net E1 in Europe and Asia Pac
- 65 business days from date of order acceptance by Masergy for Off Net E1 in Europe and Asia Pac
- 50 business days from date of order acceptance by Masergy for T3 in US
- Individual Case Basis STMx/OCx, Ethernet, T1, E1, E3, T3 in Rest of World (ROW)

If Masergy does not meet these installation intervals, then Customer will be eligible to receive a credit equal to 100% of the Masergy Port Non-Recurring Charge for that circuit. Eligibility for the Service Installation credit is dependent upon Masergy's receipt and acceptance of a signed Customer Service Order Form with the appropriate Service Agreement (or Master Service Agreement, as applicable), completed Customer Information Form and Customer passing a Masergy credit check. The Service Installation remedy shall not apply if special construction is required for circuit delivery, to Customer-ordered local access circuits, to installation delays attributable to acts or omissions of Customer or end-user or to Customer's or end-user's equipment, or to delays attributable to Force Majeure events. For E1 installations in Europe and Asia PAC, On Net and Off Net refers to the Masergy selected tail circuit provider network.

1.2 Service Availability

Masergy is committed to delivering during each month of the term of Customer's agreement with Masergy network availability, including Masergy provided local access circuit and associated Masergy provided managed devices, of:

Contiguous US	Europe	Asia Pac	Rest of World
99.999%	99.999%	99.9%	99.75%

Service Availability is defined as: *Percentage Availability = A/M *100, where A is the total number of minutes during the month for which the Service was available and M is the total number of minutes in the month.*

In the event that the Service is unavailable and fails to meet the availability target due to a Masergy network outage (outside of maintenance periods or a planned maintenance outage coordinated with Customer),

Customer will be eligible to receive a credit equal to two days of the affected site's monthly recurring Masergy Service fees (excluding fees for Masergy-ordered local access circuits) for each cumulative hour that the Masergy Services contracted for by Customer were unavailable during the month in which the outage event(s) occurred, not to exceed one month's Service fees (excluding fees for Masergy-ordered local access circuits).

In order to be eligible for the Service unavailability credit, Customer must either (a) be notified by Masergy of the outage event in accordance with the outage notification procedures set forth below or (b) notify Masergy's Customer Support within thirty (30) business days of the outage event with verification by Masergy of the outage. The length of Service unavailability will be calculated by Masergy based upon timeframes for opening/closing Customer Service tickets. Outages caused by acts or omissions of Customer or end-user or Customer's or end-user's unauthorized use of the Service, or by planned network maintenance, repairs, improvements or modifications deemed necessary by Masergy in its discretion, or by outages attributable to Customer-ordered local access circuits, or Customer provided broadband access, or by Customer or end-user premise equipment failure, or by Force Majeure events caused by an action not under Masergy's direction or control shall not be included in the calculation of Service unavailability. Customers should report and make claims via the Masergy Intelligent Service Control ("Portal") application, which can be accessed by clicking on the **Log In** link located on the Masergy website www.masergy.com; claims may also be submitted via electronic mail sent to creditrequest@masergy.com.

1.2.1 Proactive Outage Notification

In the event of a Service outage, Masergy will proactively deliver notification to Customer within five (5) minutes of Masergy's confirmation of a Customer-affecting outage as detected by Masergy's Network Management System. Masergy's standard procedure is to monitor Customer's circuit on five (5) minute monitoring cycles. Two monitoring cycles of no response shall constitute Service unavailability and will trigger initiation of proactive outage notification procedures by Masergy. The proactive outage notification process will involve Masergy delivering notification to Customer's specified point of contact, as specified in the Masergy Customer Information Form, via email, telephone, or pager that an outage has occurred.

In the event that Masergy does not provide this proactive outage notification, Customer will be eligible to receive a credit equal to one week of the affected site's monthly recurring Masergy Service fee (excluding local access circuit charges), not to exceed one month's Service fees. Customer should open trouble tickets and make claims via the Masergy Portal application, which can be accessed by clicking on the **Log In** link located on the Masergy website www.masergy.com; claims may also be submitted via electronic mail sent to creditrequest@masergy.com. Customer must request this credit within thirty (30) business days of the outage event for which proactive notification was not provided. Customer shall be ineligible to receive remedies if Masergy's failure to notify is due to outdated, incomplete or inaccurate contact information on the Masergy Customer Information Form due to Customer's action or omission, or if Masergy's failure to notify is due to Force Majeure events.

1.3 Service Performance as measured between Masergy hubs

1.3.1 Network Latency

Masergy will meet or be less than the average roundtrip latency times between Masergy hubs shown below on Table 1 (Network Latency).

Latency is calculated by averaging five (5) minute latency measurements between Masergy's inter-city transit backbone routers monthly. In the event that Masergy fails to meet the latency measurement set forth in Table 1 (Network Latency) in any given calendar month during the term of Masergy's agreement with Customer, and Customer has Service between the affected hubs, Customer will be eligible to receive a credit equal to one week of its affected site's monthly recurring Masergy Service fees (excluding local access circuit charges) for the month in which the average latency measurement is not met.

In order to be eligible for the Network Latency credit, Customer must notify Masergy of the latency failure within thirty (30) business days of the end of the month in which the failure occurred. Customer should open a trouble ticket and make claims via the Masergy Portal application, which can be accessed by clicking on the **Log In** link located on the Masergy website www.masergy.com; claims may also be submitted via electronic mail sent to creditrequest@masergy.com. Latency failures caused by Force Majeure events do not apply and any resulting latency data will not be used in the calculation of the monthly latency measurement.

1.3.2 Packet Delivery

Masergy will meet the following packet delivery metrics between Masergy hubs:

Normal	Priority	Critical (within CSIR)	Voice (within CSIR)	Video (within CSIR)
99.9%	99.9%	99.99%	100%	100%

In the event that Masergy fails to meet its packet delivery target in any given calendar month, Customer will be eligible to receive a credit equal to one week of the affected site's monthly recurring Masergy Service fee (excluding local access circuit charges) for the month in which the packet delivery target is not met.

In order to be eligible for the packet delivery credit, Customer must notify Masergy within thirty (30) business days of the end of the month in which the packet delivery failure occurred. Packet delivery will be tested and calculated by Masergy. Customer should open trouble tickets and make claims via the Masergy Portal application, which can be accessed by clicking on the **Log In** link located on the Masergy website www.masergy.com; claims may also be submitted via electronic mail sent to creditrequest@masergy.com. Packet delivery failures caused by Force Majeure events do not apply and any increments of time affected by such events will not be used in the calculation of the monthly packet delivery measurement.

1.3.3 Jitter SLA: Video and Voice Service Plane Maximum IP Packet Jitter

Masergy's target for maximum delay variance between Masergy hubs for Video and Voice Enabled Services is less than 1 millisecond. This SLA applies to packets on the Video and Voice Service Planes only.

In the event that Masergy misses its jitter target in any given calendar month, Customer will be eligible to receive a credit equal to one week of its monthly recurring Video and Voice Grade IP Service fee(s) (excluding local access circuit charges and basic data port fees) for the month in which the target is not met. Customer should open trouble tickets and make claims via the Masergy Portal application, which can be accessed by clicking on the **Log In** link located on the Masergy website www.masergy.com; claims may also be submitted via electronic mail sent to creditrequest@masergy.com. In order to be eligible for the jitter credit, Customer must notify Masergy within thirty (30) business days of the end of the month in which the maximum delay variance metric was missed.

1.3.4 Fast Fail-Over SLA: Video and Voice Service Plane Network Recovery

If any link between Masergy hubs being used for Video or Voice becomes unavailable during a Voice or Video

call, the link will transparently be rerouted on an alternate standby path in less than 50 ms. This SLA applies to traffic on the Video and Voice Service planes only.

In the event that Masergy misses its network recovery SLA target in any given calendar month, Customer will be eligible to receive a credit equal to one week of the affected site's recurring Video and Voice Grade IP Service fee(s) (excluding local access circuit charges and basic data port fees) for the month in which the target is not met. Customer should open trouble tickets and make claims via the Masergy Portal application, which can be accessed by clicking on the **Log In** link located on the Masergy website www.masergy.com; claims may also be submitted via electronic mail sent to creditrequest@masergy.com. In order to be eligible for the recovery credit, Customer must notify Masergy within thirty (30) business days of the end of the month in which the packet delivery metric was missed.

2. Cloud Communications (CC Service). This section defines the service level commitments for Masergy's Cloud Communication Services ("CC") including Global Cloud Communications ("GCC") and related hosted voice and SIP trunking Services.

2.1 Cloud Communications Service Description – Masergy's Cloud Communications Service is an enhanced business voice communications service whereby the voice communications are converted to Internet Protocol ("IP"). All IP traffic flows are carried through a combination of the Customer's LAN, Masergy's core network, Masergy's network, or a third-party trusted network provider. This Service is often generically referred to as "Voice over IP" or "VoIP."

2.2 Cloud Communications Service Outage – A "Service Outage" for voice Services is defined as a Masergy Cloud Communications Service outage in which at least 25% of the telephone extensions that are enabled with Masergy's voice Service are unable to make or receive calls, excluding those telephone extensions that are sending or receiving calls off-net via third party network provider offering a managed IP communication offering.

In the event of a Service Outage of the Cloud Communications Service as set forth above, Customer will be eligible to receive a percentage of compensation based on the Cloud Communications Monthly Recurring Charge (CC MRC). The percentage shall not exceed 100% of the CC MRC for the specific building location impacted.

2.3 Service Level Credit

1 hour =< outage/month < 4 hours	5% of the CC MRC
4 hours =< outage/month < 8 hours	10% of the CC MRC
8 hours =< outage/month < 16 hours	20% of the CC MRC
16 hours =< outage/month < 32 hours	50% of the CC MRC
32 hours =< outage/month	100% of the CC MRC

Customer must notify Masergy within thirty (30) business days of the end of the month in which the Cloud Communications Service Outage occurred.

3. Direct Cloud Connect.

The following service levels are applicable to cloud interconnections with the following Direct Cloud Connect partner services; Amazon AWS, Microsoft Azure and IBM Bluemix (“DCC Partners”).

3.1 Service Availability

Masergy is committed to delivering during each month of the term of Customer’s agreement with Masergy, Direct Cloud Connect Service availability of:

Redundant Cloud Connection	Non-Redundant Connection
99.99%	99.9%

Service Availability is defined as: *Percentage Availability = A/M *100, where A is the total number of minutes during the month for which the Service was available and M is the total number of minutes in the month.*

In the event that the Direct Cloud Connect Service fails to meet the applicable availability target due to a Masergy network outage (excluding maintenance periods or a planned maintenance outage coordinated with Customer or third party DCC service providers, including but not limited to the DCC Partners), Customer will be eligible to receive a credit equal to two days of the monthly recurring Direct Cloud Connect port fee corresponding to the affected service for each cumulative hour that the Direct Cloud Connect Services contracted for by Customer were unavailable during the month in which the outage event(s) occurred, not to exceed one month's Service fees.

In order to be eligible for the Direct Cloud Connect Service unavailability credit, Customer must either (a) be notified by Masergy of the outage event in accordance with the outage notification procedures set forth below or (b) notify Masergy's Customer Support within thirty (30) business days of the outage event with verification by Masergy of the outage. The length of Service unavailability will be calculated by Masergy based upon timeframes for opening/closing Customer Service tickets. Outages caused by acts or omissions of Customer or end-user or Customer's or end-user's unauthorized use of the Service, or by planned network maintenance, repairs, improvements or modifications deemed necessary by Masergy in its discretion, or by outages attributable to Customer-ordered local access circuits, or Customer provided broadband access, or by Customer or end-user premise equipment failure, or by Force Majeure events caused by an action not under Masergy's direction or control shall not be included in the calculation of Service unavailability. Customers should report and make claims via the Masergy Intelligent Service Control (“Portal”) application, which can be accessed by clicking on the **Log In** link located on the Masergy website www.masergy.com; claims may also be submitted via electronic mail sent to creditrequest@masergy.com.

3.2 Latency

Masergy will meet or be less than 5ms average roundtrip latency time as measured between the DCC Partner’s peering location and Masergy’s closest hub.

Customer will be eligible to receive a credit equal to one week of its affected site's monthly recurring Masergy Service fees (excluding local access circuit charges) for the month in which the average latency target is not met.

In order to be eligible for the Direct Cloud Connect Latency credit, Customer must notify Masergy of the latency failure within thirty (30) business days of the end of the month in which the failure occurred.

Customer should open a trouble ticket and make claims via the Masergy Portal application, which can be accessed by clicking on the **Log In** link located on the Masergy website www.masergy.com; claims may also be submitted via electronic mail sent to creditrequest@masergy.com. Latency failures caused by Force Majeure events do not apply and any resulting latency data will not be used in the calculation of the monthly latency measurement.

3.3 Packet Delivery

Masergy is committed to delivering during each month of the term of Customer's agreement with Masergy, 99.99% Packet Delivery as measured from the Masergy core network to the egress point to Masergy's DCC Partners' cloud services.

In the event that Masergy fails to meet its packet delivery target in any given calendar month, Customer will be eligible to receive a credit equal to one week of the affected site's monthly recurring Masergy Service fee (excluding local access circuit charges) for the month in which the packet delivery target is not met. In order to be eligible for the packet delivery credit, Customer must notify Masergy within thirty (30) business days of the end of the month in which the packet delivery failure occurred. Packet delivery will be tested and calculated by Masergy. Customer should open trouble tickets and make claims via the Masergy Portal application, which can be accessed by clicking on the **Log In** link located on the Masergy website www.masergy.com; claims may also be submitted via electronic mail sent to creditrequest@masergy.com. Packet delivery failures caused by Force Majeure events do not apply and any increments of time affected by such events will not be used in the calculation of the monthly packet delivery measurement.

NOTES relating to all types of Service Credit

- Service Credit is defined to be one or more days' free Service credited to the Customer against the monthly bill for Service, in the next billing cycle following the date on which the Service credit was determined.
- One day's free Service is defined to be the monthly recurring port charge divided by 30 days.
- The maximum amount credited to a Customer in any one month will not exceed the monthly recurring Masergy Service fees (excluding fees for Masergy-ordered local access circuits).
- SLA timeframes exclude periods during which (i) Masergy does not have access to the premises where access lines to Services are terminated; or (ii) Customer doesn't release Services for testing and/or repair and continues to use them on an impaired basis.
- SLAs exclude interruptions caused by Customer (or Customer premises equipment), Customer provided local access, or other users of the Services.
- SLAs exclude interruptions resulting from Customer's (or its end-users) unauthorized or unlawful use of the Services.
- Masergy has the right to alter Availability SLAs for ROW with written notice to Customer prior to Masergy ordering the local access circuit. Customer may cancel the affected site upon notification if this SLA change is unacceptable.

Last revised: September 20, 2017

Table C

NYCM																		
84	PARC																	
5	87	PHLB																
68	152	65	PHNX															
57	141	61	90	PTRC														
158	231	162	177	163	SAOP													
80	156	84	44	114	200	SEAD												
77	161	80	23	110	195	23	SFOK											
78	154	81	21	109	194	24	2	SNJS										
269	268	272	213	299	390	214	195	196	SHAG									
244	196	247	189	275	365	189	170	171	75	SNGP								
243	197	246	188	274	364	188	169	170	76	2	SNGW							
247	298	244	182	268	358	201	182	181	173	107	108	SYDN						
43	122	39	55	45	135	74	69	68	260	236	235	229	TAMP					
175	255	179	127	207	297	127	107	108	98	72	70	170	176	TOKY				
15	97	19	75	70	164	68	65	66	257	232	231	244	54	164	TORO			
94	12	97	162	151	240	166	163	164	277	206	207	308	132	265	107	ZURC		

Table 2

ATLM	Atlanta, GA	HKCA	Hong Kong	PHLB	Philadelphia, PA
ASBN	Ashburn, VA	HSTN	Houston, TX	PHNX	Phoenix, AZ
AMST	Amsterdam	HYDE	Hyderabad	PTRC	Puerto Rico
BANG	Bangalore	LAXB	Los Angeles – B, CA	SAOP	Sao Paulo
BEIJ	Beijing	LAXG	Los Angeles – G, CA	SEAD	Seattle, WA
BOSB	Boston, MA	LONG	Slough	SFOK	San Francisco, CA
CAYM	Cayman Islands	LONI	London	SNJS	San Jose, CA
CHIC	Chicago (II), IL	LSVG	Las Vegas, NV	SHAG	Shanghai
CHIL	Chicago, IL	MEXC	Mexico City	SNGP	Singapore – P
CHRL	Charlotte, NC	MIAP	Miami NAP, FL	SNGW	Singapore – W
DCAO	Washington, DC	MIAS	Miami, FL	SYDN	Sydney
DENF	Denver, CO	MPLS	Minneapolis, MN	TAMP	Tampa, FL
DFWB	Dallas – B, TX	NWRK	Newark, NJ	TOKY	Tokyo
DFWC	Dallas – C, TX	NYCM	New York City, NY	TORO	Toronto
FRAI	Frankfort	PARC	Paris	ZURC	Zurich