

SCHEDULE C

IP TRANSIT SERVICE

1. **"IP Transit Service"** means the Internet connectivity service provided to the Customer for access to the Internet enabled by a Local Access Circuit, and/or a Cross Connect, which may or may not include Company Supplied Equipment. The connecting of the Customer Location with a Company POP is accomplished through either of the following methods.
 - 1.1. **"Local Access Circuit."** Unless otherwise agreed in writing, the Customer will select among the approved Local Access Circuit Providers (provided upon request) for the destination Company POP, order the Local Access Circuit(s), and coordinate the installation. The Company will use commercially reasonable efforts to assist in the coordination of the Local Access Circuit installation. Customer shall be solely responsible for all charges, maintenance and other issues associated with the Local Access Circuit. Within the Company POP a Cross Connect is usually required for connectivity within the building from the Minimum Point of Entry to the Company equipment. Accordingly, Company will be responsible for ordering and installation of any Cross Connects within the Company POP but the Customer will be responsible for all charges associated with the Cross Connect. Customer will use best efforts to activate such Local Access Circuit(s) as soon as possible after the Effective Date, and in no event later than three (3) months after the receipt of a signed Order Form. If the Company determines that a Local Access Circuit cannot reasonably be obtained for any reason, then either party may terminate this MSA without liability to other party.
 - 1.2. **"Cross Connect."** Unless otherwise agreed in writing, the Company will order any Cross Connects on behalf of Customer, and coordinate the installation of the Cross Connect with the Customer. Customer shall be solely responsible for all charges associated with any Cross Connects. Company does not guarantee the availability of a Cross Connect or make any installation commitments. Company shall have no liability of any kind to Customer for any delays in the installation of any Cross Connects. If the Company determines that a Cross Connect cannot reasonably be obtained for any reason, either party may terminate this MSA without liability to the other party.
2. **Service Level Warranty.** If Customer experiences any of the service performance issues described in this Paragraph 2 as a result of Company's failure to provide IP Transit Service(s), then Company will, upon Customer's request in accordance with Paragraph 2.4, credit Customer's account as described below (the "Service Level Warranty"). Notwithstanding anything to the contrary in this Schedule C, the Service Level Warranty set forth herein shall only be available to Eligible Customers.
 - 2.1. **IP Transit Service Availability.** Service Availability for IP Transit is defined as the ability of Customer to exchange IP packets with the Company Network via the Customer's router port. Service Availability is measured by sending ICMP "ping" bursts to the Customer router at regular intervals. The response of the Customer router to the ping burst confirms that the connection is still in place and the service is still available. The Company guarantees 100% Service Availability to its Customers. If a Customer site is unavailable as a result of a failure of any component of the Company Network (Service Interruption), Company will issue a credit based on the length of the outage. Service Interruptions caused by Company planned network maintenance activities, maintenance at the Customer premises, failure of Customer premises hardware, failure of Customer controlled actions and environment (for example power failure, temperature increases, firewall blocking, unplugging the Company Provided Equipment etc.), or failure of Customer Local Access Circuits or Cross Connects are ineligible for availability guarantee compensation.
 - 2.1.1. **Service Availability Credits.** Service Availability credits are determined in accordance with the following guidelines (a) any outage greater than thirty- (30) minutes = one (1) day credit of Service Charges and (b) any outage continuing for greater than sixty- (60) minutes = one (1) days credit of Service Charges per sixty- (60) minutes period. Customer will be entitled to receive a service credit based on either a) Customer commit traffic or b) Customer "burst" traffic, whatever is greater. Burst traffic is usage over committed level.
 - 2.2. **Network Latency.** Network Latency is defined as the average time taken for an IP packet to traverse a pair of backbone Company POP's on the Company Network. The Company Network Latency Guarantee means that the average monthly network latency between North American Company POP's shall not to exceed eighty five (85) ms.
 - 2.2.1. **Network Latency Credit.** In the event that guaranteed network latency metrics are not met during any one calendar-month period, Company will provide a credit equivalent to one (1) day of Service Charge. Customer will be entitled to receive a service credit based on either a) Customer commit traffic or b) Customer "burst" traffic, whatever is greater. Burst traffic is usage over committed level.
 - 2.2.2. **Packet Loss.** Packet loss is defined as the percentage of packets that are dropped between routers that are part of the Company Network. Company guarantees that the average packet loss will not exceed one percent (1%) during any calendar month.
 - 2.2.3. **Packet Loss Credit.** In the event that packet loss metrics are not met during any one-calendar month period, Company will provide a credit equivalent to one (1) day of Service Charge. Customer will be entitled to receive a service credit based on either a) Customer commit traffic or b) Customer "burst" traffic, whatever is greater. Burst traffic is usage over committed level.
 - 2.2.4. **Calculation and Maximum Credit.** One (1) day of Service Charges shall be equal to 1/30th of the committed monthly Service Charges of Customer. A maximum of seven (7) days of credit may be provided during any single month. At no time will the actual outage time be greater than the equivalent Service Availability Credit. Customer will be entitled to receive a service credit based on either a) Customer commit traffic or b) Customer "burst" traffic, whatever is greater. Burst traffic is usage over committed level.
- 2.3. **Service Credit Process.**

- 2.3.1. Filing Period. Service Availability and/or Service Interruption claims must be submitted to Company within seven (7) calendar days of the occurrence of the event. Network Latency and Packet Loss claims must be submitted not later than thirty- (30) calendar days after the last day of the month in which the failed metric occurred.
 - 2.3.2. Required Information. Each claim must be filed by Customer's Administrative Contact and the claim must include the following information, (a) Customer name and site name, (b) contact's name and contact information, (c) date and beginning/end time of outage or failed metric, and (d) the specific Company support ticket number opened about the performance issue and brief description of the characteristics of the outage or failed metric.
 - 2.3.3. Claim Process. Customer must submit the required information by electronic mail to opps@bandcon.com. Company will acknowledge all claims within five (5) business days and will review all claims within ten (10) business days of receipt. Customer will be informed by electronic mail whether the appropriate service credit claim will be granted or rejected. If rejected, the notification will specify the basis for rejection.
 - 2.3.4. Credit Process. Approved Service Level Guarantee credits will be applied to the Customer's billing during the billing cycle following the month in which the claim was approved.
 - 2.3.5. Policy Change. Company reserves the right to change, amend, or revise this policy at any time with or without notice to Customer.
- 2.4. The Service Level Warranty set forth in this Schedule C shall only apply to the IP Transit Services and does not apply to any other Services. This Schedule C states Customer's sole and exclusive remedy for any failure by Company to provide IP Transit Services.

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