

# **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 <a href="www.masergy.com">www.masergy.com</a>; 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 <a href="www.masergy.com">www.masergy.com</a>; 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 <a href="www.masergy.com">www.masergy.com</a>; 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 <a href="www.masergy.com">www.masergy.com</a>; 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 <a href="www.masergy.com">www.masergy.com</a>; claims may also be submitted via electronic mail sent to <a href="masergy.com">creditrequest@masergy.com</a>. 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 <a href="www.masergy.com">www.masergy.com</a>; 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 <a href="www.masergy.com">www.masergy.com</a>; 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 <a href="www.masergy.com">www.masergy.com</a>; 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 <a href="www.masergy.com">www.masergy.com</a>; 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

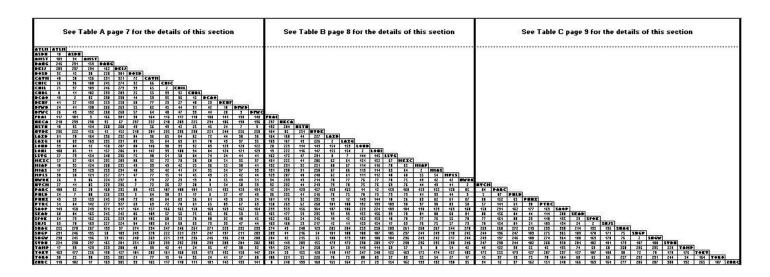
- Service Credit is defined to be one or more days' free Service credited to the Customer against the
  monthly bill for Service, in the next billing cycle following the date on which the Service credit was
  determined.
- One day's free Service is defined to be the monthly recurring port charge divided 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.

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# **Table 1** (Network Latency)

values are in milliseconds (ms) See Table 2 for the hub details





# Table A

ATLM	ATLM	- 25												
ASBN	18	ASBN	1											
AMST	109	94	AMST	1										
BANG	246	231	159	BANG	1									
BEIJ	283	297	294	162	BEIJ	1								
BOSB	32	15	90	228	301	BOSB	ľ							
CAYM	48	58	156	291	321	72	CAYM	1						
CHIC	26	36	108	245	274	32	66	CHIC	1					
CHIL	25	37	109	246	273	33	65	2	CHIL	1				
CHRL	8	11	102	239	289	25	55	33	32	CHRL	1			
DCAO	19	2	92	230	298	14	59	35	36	12	DCAO	1		
DENF	41	57	133	253	250	60	77	29	27	48	59	DENF	1	
DFVB	24	41	130	266	263	55	62	45	44	31	42	18	DFVB	1
DFVC	26	43	132	268	260	57	64	48	47	33	44	20	3	DFVC
FRAI	117	101	9	166	301	98	164	116	117	110	100	141	138	140
HKCA	218	233	230	95	67	237	257	210	209	225	234	186	198	196
HSTN	18	35	124	260	268	49	56	43	42	25	45	24	7	9
HYDE	236	222	156	12	152	218	281	235	236	230	221	244	256	258
LAXB	61	70	164	236	232	84	96	65	64	62	72	44	38	36
LAXG	60	69	163	235	231	83	95	64	63	61	70	43	37	35
LONB	99	84	12	158	287	80	146	98	99	92	83	123	120	122
LONI	100	85	11	157	286	81	147	99	100	94	84	124	121	123
LSVG	57	73	154	240	236	75	98	51	50	64	74	24	41	41
MEXC	57	67	161	295	289	80	92	72	70	58	68	51	35	37
MIAP	18	35	124	260	295	49	33	43	42	25	36	55	38	41
MIAS	17	33	123	259	294	48	32	42	41	24	35	54	37	39
MPLS	38	50	121	257	271	47	77	15	14	45	49	25	42	44
NVRK	26	9	86	224	297	8	73	27	29	19	8	55	49	51
NYCM	27	11	85	223	296	7	72	26	27	20	9	54	50	53
PARC	108	92	20	160	295	89	155	107	108	101	91	132	129	131
PHLB	24	7	88	226	299	9	64	30	31	17	6	57	47	49
PHNX	49	59	153	245	240	73	85	64	63	56	61	43	26	24
PTRC	54	64	142	277	327	63	63	72	70	61	65	83	67	69
SAOP	143	158	243	374	417	164	157	166	165	150	160	169	162	164
SEAD	68	84	165	245	242	86	109	57	56	75	85	36	53	55
SFOK	64	79	162	226	223	83	105	60	59	70	80	32	48	45
SNJS	63	78	163	227	224	84	103	61	60	69	79	33	47	44
SHAG	255	270	267	133	37	274	294	247	246	261	271	223	235	233
SNGP	231	246	195	58	103	249	270	222	221	237	247	197	211	209
SNGV	230	245	196	59	105	248	269	221	219	236	246	196	210	208
SYDN	224	238	297	165	201	251	263	233	232	230	239	209	204	208
TAMP	17	33	123	259	288	48	39	42	41	24	35	47	30	32
TOKY	163	177	256	130	127	181	202	161	160	169	179	135	150	
			100000	12.5								-	7.5	147
TORO	38	25	98	235	285	21	77 40F	15	14	35	24	41	57	60
ZURC	118	102	17	169	305	99	165	117	118	111	101	142	139	141



# Table B

FRAI	Service services												
237	HKCA	ľ											
132	204	HSTN	Sancia de Carres										
164	85	251	HYDE	·									
164	168	44	227	LAXB									
163	167	43	226	2	LAXG	1							
20	223	114	149	154	153	LONB	our many						
19	222	116	147	155	154	2	LONI						
162	172	47	231	8	7	144	145	LSVG	i Kanangangan				
161	225	41	286	62	61	151	152	67	MEXC				
132	231	32	251	68	67	114	116	70	65	MIAP	Š.		
131	230	31	250	67	66	113	114	69	64	2	MIAS	]	
129	207	48	248	62	61	. 111	112	48	68	55	54	MPLS	or sensor savers
94	233	43	214	78	77	76	77	70	75	43	42	42	NYRK
92	232	44	213	79	78	75	76	69	76	44	43	41	2
12	231	123	157	163	162	11	12	153	160	123	122	120	85
96	235	41	216	76	75	78	79	73	73	41	39	44	3
161	176	32	235	13	12	143	144	18	56	63	62	61	67
150	263	62	268	101	100	132	133	103	98	37	38	83	58
239	353	156	364	187	186	223	224	189	184	130	129	169	160
165	177	59	235	35	33	155	156	39	78	81	80	60	81
162	166	54	216	13	12	152	153	18	70	77	76	56	78
163	160	53	217	12	11	153	154	17	69	76	75	57	79
274	43	240	123	205	204	259	258	209	261	268	267	244	270
203	41	216	54	181	180	188	187	185	237	244	243	218	245
204	42	215	55	180	179	189	188	184	236	243	242	217	244
305	143	209	155	173	172	290	289	177	230	236	235	230	246
131	224	24	250	61	59	113	114	63	57	9	8	54	42
264	59	155	120	118	117	247	248	122	169	175	174	157	185
106	221	55	226	76	75	88	89	57	83	55	54	27	17
8	240	133	160	165	164	21	23	154	162	133	132	130	95



# Table C

NYCM	l															
84	PARC	ľ														
5	87	PHLB	B													
68	152	65	PHNX	8												
57	141	61	90	PTRC												
158	231	162	177	163	SAOP											
80	156	84	44	114	200	SEAD	ß									
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	SNGV					
247	298	244	182	268	358	201	182	181	173	107	108	SYDN		5		
43	122	39	55	45	135	74	69	68	260	236	235	229	TAMP	l		
175	255	179	127	207	297	127	107	108	98	72	70	170	176	TOKY		20
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	НКСА	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	ТОКҮ	Tokyo
DFWC	Dallas – C, TX	NYCM	New York City, NY	TORO	Toronto
FRAI	Frankfort	PARC	Paris	ZURC	Zurich