



THE REGION'S NONPROFIT TECHNOLOGY PARTNER

SERVICE LEVEL AGREEMENT

1.1 Service Availability

The Edge "Services" (as defined in the Master Services Agreement with or invoice provide to Customer) will be made available 24 hours per day, 7 days per week, excluding any Scheduled Maintenance as described below.

Scheduled Maintenance

There will be weekly scheduled maintenance periods Monday through Friday from 11:00PM ET to 7:00AM ET to perform system maintenance and upgrade functions for the Services. All Scheduled Maintenance will be performed during this period of time. In most cases weekly scheduled maintenance activities do not require the Services to be offline. Edge will make commercially reasonable efforts to minimize any service disruption during the weekly scheduled maintenance period.

Additionally, Edge may schedule major Service upgrades semiannually during which the Services at individual POPs will be inaccessible. The maintenance period for major Service upgrades may commence as early as Thursday 9:00PM ET and will end on or before Sunday 5:00AM ET. Edge will notify Customer at least seven (7) days in advance of the scheduled maintenance with details regarding timing of Service inaccessibility. Edge will not schedule major Service upgrades at more than one POP simultaneously which will permit service continuity for members connected to more than one POP.

Unscheduled Maintenance

Unscheduled maintenance refers to emergency service procedures required to maintain the availability of the Services that require service interruption to Customer to complete.

1.2 Service Level Commitments

Reporting Period = Calendar Month

For purposes of calculating Service Levels, Unscheduled Maintenance will not include interruptions, delays or other unavailability caused by circumstances beyond Edge's reasonable control including, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, failure of third party providers, third party telecommunications or internet service providers, or problems resulting from use of the Services by Customer in a manner which is unlawful or not authorized under the Agreement.

Service Level Commitments listed below are based on service level commitments of Edge's Service Providers in effect as of the Effective Date of the Agreement. Edge reserves the right to change its Service Providers and, in the event of a change of provider, or a change in the service level commitments offered by a provider, Edge may, upon written notice to Customer, change these Service Level Commitments to make them consistent with the then current service level commitments offered by Edge's then current Service Providers.

The Service Level Commitments below shall apply to each internet feed purchased by Customer, and credits payable shall be calculated based on fees payable by Customer for the affected internet feed.

A. Service Availability

| <u>Service Level</u> | <u>Credit</u> |
|----------------------|---|
| 95%-99.5% | 1/30 th of Customer's monthly fee for the Services |
| 90%-94.9% | 2/30 th of Customer's monthly fee for the Services |
| 85%-89.9% | 3/30 th of Customer's monthly fee for the Services |
| 80-84.9% | 4/30 th of Customer's monthly fee for the Services |
| 75%-79.9% | 5/30 th of Customer's monthly fee for the Services |
| <75% | 50% of Customer's monthly fee for the Services |

Calculation of Service Availability

Service Availability = (Total Hours in Reporting Period MINUS Unscheduled Maintenance MINUS Severity 1, 2 and 3 Issue Duration MINUS Scheduled Maintenance) DIVIDED BY (Total Hours in Reporting Period MINUS Scheduled Maintenance)

B. Packet Delivery

| <u>Packet Delivery Level</u> | <u>Credit</u> |
|------------------------------|---|
| <99.9% | 1/30 th of Customer's monthly fee for the Services |

Packet delivery measurement shall be as determined by Edge.

C. Latency

| <u>Latency Level</u> | <u>Credit</u> |
|----------------------|---|
| >45ms | 1/30 th of Customer's monthly fee for the Services |

Latency measurement shall be as determined by Edge.

1.3 Product Support Response Times for Severity Levels

Severity 1: Services Halted (Service outage or down, severe business impact)

Severity 2: Essential Services Impacted (Critical component of the Services is unavailable or not functioning as designed)

Severity 3: Services Impacted (Extreme slowness or functionality working intermittently)

Severity 4: Services Impaired (Services are working but functionality and/or performance is impaired, general bug)

Severity 5: General Question and Product Support (All Edge production systems and networks are working correctly. Problems encountered are on the Customer's end or are user education related.)

| <u>Severity</u> | <u>Response</u> | <u>Target Resolution</u> |
|-----------------|-----------------|--------------------------|
| 1&2 | 2 hours | 4 hours |
| 3&4 | 4 hours | 2 days |
| 5 | 2 days | N/A |

The Response and Resolution times are measured from when Customer notifies Edge or Edge's designated customer care services provider, either by telephone or email, about a performance problem with the Services.

The Target Resolution times are targets only. Edge will use commercially reasonable efforts to correct the problems within such times. If Edge is unable to do so, it will escalate the issue to the appropriate industry partners and entities to achieve problem resolution.

In the event that Edge does not respond to a Customer reported problem by the Response time stated above, Customer shall be entitled to a credit of 1/30th of Customer's monthly fee for the Services.

In the event that Edge does not use commercially reasonable efforts to correct a Customer reported problem by the Target Resolution time stated above, Customer shall be entitled to a credit of 1/30th of Customer's monthly fee for the Services.

1.4 Credits

Any Customer request for a credit that Customer is entitled to under this SLA may only be made on a calendar monthly basis and must be submitted within forty-five (45) business days after the end of the relevant calendar month or shall be deemed to have been waived by Customer. For those periods at the end of a subscription term that do not coincide with the end of a calendar month, Customer must make a claim for credit within forty-five (45) business days after the expiration of the subscription term or the claim for credit shall be deemed to have been waived by Customer. The total of all credits applicable to or accruing in any given Reporting Period shall not exceed fifty percent (50%) of the subscription fees paid or payable to Edge by Customer for the Reporting Period.

Except as set forth in Sections 1.2 and 1.3 above, the right to a credit as described in this Section 1.4 shall be the sole and exclusive remedy available to Customer in the event of unavailability of the Services and, under no circumstance (except as set forth in Sections 1.2 and 1.3 above), shall the unavailability of the Services or delays in responding to, or undertaking commercially reasonable efforts to correct, problems, be deemed a material breach or default under the Agreement or this Service Level Agreement.

All credit requests must be verified against Edge's system records.

1.5 Customer Support Services

Edge provides phone and email support through its third-party customer care service provider, as listed at its website www.njedge.net.