

Service Level Agreement Arelion Enterprise and Ethernet Services



Table of Contents

1	SCOPE.....	4
2	ENTERPRISE SERVICE DESCRIPTION.....	4
2.1	On Prem Service.....	4
2.2	IP Connect Service.....	4
2.3	IP Transit Service.....	5
2.4	IP VPN Services.....	5
2.5	EVPL and ELAN Services.....	6
2.6	Cloud Connect Services.....	6
3	DELIVERY.....	7
3.1	Credits for RFS Delay	7
4	FAULT AND AVAILABILITY.....	8
4.1	Definition of Fault.....	8
4.2	Exclusions to Fault Definition.....	9
4.3	Fault Time Calculation.....	9
4.4	Service Availability Calculation.....	10
4.5	Network Monitoring.....	10
5	SERVICE LEVELS & SITE DIVERSITY.....	10
5.1	Enterprise Service Levels.....	10
5.1.1	CPE Installation and Information.....	12
5.2	SLA Levels & Site Availability.....	14
5.3	Network Monitoring Latency and Packet Loss.....	14
5.3.1	Backbone QoS Measurement	14
5.3.2	Backbone Network Latency Service Levels and Credits.....	14
5.3.3	Backbone Packet Loss Guarantee and Credits.....	15
5.4	End-to-end QoS measurements.....	16
5.4.1	QoS Latency SLA and Remedy	17
5.4.2	Qos Packet/Frame Loss SLA and Remedy	17
5.4.3	Delay Variance SLA and Remedy.....	18
6	SERVICE TERMINATION REMEDY	18
7	CLAIM OF CREDITS.....	18
7.1	Limitation of Credits.....	18
7.2	Procedure.....	19
8	Additional Terms and Conditions.....	20

*Arelion



1 SCOPE

This Appendix is an integral part of the Master Service Agreement (“MSA”) and shall apply, on the terms specified herein, to the following Services provided by Arelion:

- On Prem Service
- IP Virtual Private Network (“IP VPN”) Service
- IP Connect (“IP Connect”) Service
- IP Transit Service
- EVPL Service
- ELAN Service
- Cloud Connect Service

This Service Level Agreement (“SLA”) describes the covered Services and defines levels of service (“Service Levels”), as well as Customer’s right to apply for credits if the applicable Service Levels are not achieved. This Appendix also contains additional terms and conditions applicable to the covered Services. Terms not defined herein shall have the same meaning as in the MSA.

2 ENTERPRISE SERVICE DESCRIPTION

2.1 On Prem Service

The On Prem Service refers to the connection between the Arelion network and the Customer’s site via a leased access line, dark fiber, and/or cross-connect. The On Prem Service also may include customer premises equipment (“CPE”) if specified in the applicable Service Order. On Prem is the platform that is used to provide other Enterprise Services, such as IP Connect and IP VPN and can be used for services such as Arelion Ethernet EVPL/ELAN/Cloud Connect when delivered in combination of IP Connect or IP VPN on a single On Prem. Accordingly, it is a mandatory pre-requisite to purchase the On Prem Service in order to receive other Enterprise Services. Arelion can deliver multiple Enterprise Services on one On Prem, known as MSOP “Multiple Services on One Port”.

2.2 IP Connect Service

The IP Connect Service is an Internet Access or Dedicated Internet Access service aimed at Customers with the need to connect their sites to the internet with a localized IP-address



using a dedicated connection. The Service can be provided worldwide and connects Customer sites directly to the Internet. The Service comes with a link-net of IP addresses as standard and does not allow for BGP. The Customer is provided with a standard IP-address range of two (2) public IP-addresses, unless otherwise specified in the Service Order. The Customer is not allowed to route the IP- addresses provided by Arelion to other Internet Service Providers. Additional charges may apply if the Customer requires any configuration changes after the Service is delivered.

2.3 IP Transit Service

The IP Transit Service is an Internet product aimed at Customers requiring high quality, high bandwidth and Global Internet connectivity over both IPv4 and IPv6 who possess an Autonomous System and the technical capabilities to determine their routing within the wider Internet ecosystem.

In order to purchase IP Transit, any Customer must operate and administer its own Autonomous System (AS) and be capable of enabling BGP4 routing updates at network exit points/boundaries.

For IP Transit to be eligible under this specific SLA, it cannot be the only service purchased.

CPE for IP Transit will be regarded as non-standard and must be addressed under or within the Service Order.

2.4 IP VPN Services

The IP VPN Service is an MPLS-based IP virtual private network service. The Service is offered with different Class of Service (“CoS”) options for the prioritization of different traffic types within the Arelion Backbone (as defined in Section 4.1 below). CoS is a concept used for categorizing Customer’s traffic into classes based on importance and sensitivity. Typical classification of different types of traffic include:

- RT1 - Real Time 1 is suitable for voice and other real time traffic
- B4 - Business 4 is suitable for video application traffic
- B3 - Business 3 is suitable for close to real-time, voice signaling and sensitive business applications
- B2 - Business 2 is suitable for most business applications based on client server technique



- B1 - Business 1 is included in the basic Service option. This default CoS is suitable for non-time critical applications such as email, surfing the internet and file-transfer.

The On Prem Service can be used in connection with one or more IP VPN Services. Arelion reserves the right to limit the number of routing prefixes to a maximum of 2000 per VPN. The routing protocol is BGP (default) or static (maximum of 10 static routes per site). Both IPv4 and IPv6 are supported.

2.5 EVPL and ELAN Services

Arelion provides a comprehensive set of global MEF CE 3.0 certified Carrier Ethernet services. Supported MEF service types are E-Line (EPL, EVPL) and E-LAN (EP-LAN, EVP-LAN). Services are available from more than 320 Arelion MPLS points of presence (PoPs) in Europe, North America and Asia. Services have the same technical characteristics and performance at all worldwide locations.

The product offers high flexibility. Many Ethernet services of varying types and attributes may be provisioned together on the User Network Interface (UNI) ports of a network solution. Each UNI in the network can be in either Port-based or VLAN-based mode. Virtual Circuits (VCs) may be provisioned between any combination of Port and VLAN-mode UNIs. The Ethernet services can be purchased with a Class of Service (CoS) option, with single CoS (sCoS) or multiple CoS (mCoS) configurations available.

Arelion EVPL and ELAN services require On-Prem service as an access layer. This connection can either use a dedicated connection per service or can use a pre-established Supplier ENNI interface and E-Access services.

Arelion EVPL and ELAN Services may include Layer 2 customer premises equipment (“CPE”) also known as a Network Interface Device (“NID”) depending on the service level mentioned in section 5.

2.6 Cloud Connect Services

Arelion Cloud Connect Service is using Arelion’s Ethernet Virtual Private Line (EVPL) service to provide a layer 2 ethernet connection between a Customer Port on a Arelion’s router or aggregation switch and a port on Arelion’s router which connects to the Cloud Service Provider’s infrastructure.

A single or more Cloud connect service(s) requires On-Prem service as an access layer connecting customer port to Arelion network which in turn connects to various Cloud Service Provider (CSP) NNIs (Network-network interface).



2.7 Service Demarcation Point

Arelion will terminate the Service provided at the demarcation point specified in the applicable Order. If the demarcation point is not specified in the Order, then the demarcation point for the Service will be at the minimum point of entry (MPOE) in a meet-me-room or other area as determined in all instances by Arelion. In-house cabling beyond the MPOE will not be included in the Service (even if provided by Arelion) unless agreed in writing in the applicable Order. The inclusion of in-house cabling in the Service may be dependent on the performance a site survey and Arelion reserves the right to specify a separate service level agreement for any in-house cabling that is beyond the MPOE and that is included in the Service.

3 DELIVERY

3.1 Credits for RFS Delay

The Service shall be installed and operated in accordance with the applicable specifications on or prior to the committed RFS Date, subject to any special conditions set forth in the Service Order. If the committed RFS Date is not met by Arelion at a particular site, Customer is entitled to claim credits in accordance with the table below for each day of delivery delay beyond the committed RFS Date.

Number of full business days by which Arelion fails to meet the committed RFS Date for Service	Service credits as a % of the committed monthly recurring charge (MRC) for the Affected Services at the Site
1 to 5 days	10%
6 to 10 days	20%
11 to 20 days	30%
>21 days	50%



The Customer shall not be entitled to any credits for committed RFS Date delays arising out of Customer's acts or omissions (including the circumstances described in Section 4.2 or 4.3 below, such as a delay caused by Customer failing to provide timely access to its site, the failure of Customer to provide in-house cabling, the failure of the Customer to provide appropriate space and power for any equipment to be deployed at the Customer site) or a Force Majeure Event.

4 FAULT AND AVAILABILITY

4.1 Definition of Fault

Service Levels for availability are measured monthly on a per-site basis and not across multiple sites or an entire network. A Fault affecting the availability of Service at one site will not be considered to affect the availability of Service at other sites or to render such sites subject to a Fault, even if traffic between the affected site and other sites is degraded or will not transmit for the duration of the Fault.

The Service will be considered unavailable and subject to a "Fault" if Customer is not able to connect to the Arelion Backbone due to a failure in the CPE, the On Prem Service connection from the Customer site to the Arelion Backbone or the serving port on the Arelion router.

The term "Backbone" means Arelion's global multiprotocol label switching ("MPLS") network comprised of the links, or circuits, between international points-of-presence in different countries and is the platform over which IP and MPLS connectivity is provided. A Service with dual connections and/or dual CPEs shall only be considered subject to a Fault and unavailable if both connections and/or CPEs experience a Fault and are unavailable at the same time.

For avoidance of doubt, where an On Prem Service is delivered with dual connections and dual Arelion EVPL/ELAN/Cloud Connect services with dual Layer 2 CPEs/NIDs, the switching of traffic between the connections is the customer's responsibility and any downtime related to switching will be excluded from the fault calculation. Such Service shall be considered unavailable only if both connections are unavailable at the same time.



4.2 Exclusions to Fault Definition

For the purposes of calculating the Fault Time (as defined in Section 4.3 below), the Service shall not be considered to be unavailable or subject to a Fault to the extent caused by any of the following:

- Planned Work
- The failure of equipment (including Customer-provided or Customer-managed CPE or local access connections), connections, cabling, services or network not included as part of the Service subject to this SLA
- Environmental conditions at the Customer site such as power supply, climate or housing
- The Customer's actions or intervention
- A Force Majeure Event
- The suspension, interruption or termination of Service in accordance with the MSA.

4.3 Fault Time Calculation

With respect to the delivery and availability Service Levels set forth in this Appendix, a Fault is recognized upon initiation of a trouble ticket by Customer and Arelion confirmation of a problem. The "Fault Time" is the Fault restoration or repair time calculated as the time between the opening of the trouble-ticket and until Arelion notifies Customer that Service at the affected site has been restored through the implementation of a full or a temporary repair, reduced by the following circumstances:

- Delay of Fault repair caused by the Customer not giving Arelion or its subcontractors access to the site
- Customer providing incorrect, incomplete or inaccurate information or instructions in connection with the delivery of the Service
- The local Customer contact at the site is not available
- Power and/or space are not made available or available at the site
- Customer does not provide connectivity or cabling from the minimum point of entry at the site to the Customer premises within the site or the location where the CPE is housed unless specifically agreed in the applicable Order
- Failure or delay in opening a trouble ticket or delay in the closure of the trouble-ticket due to the Customer contact being unavailable or inaccessible
- Other delays caused by the Customer or Customer's employees, agents or representatives
- Fault Time that occurs outside of the Supported Hours (as defined in Section 5.1 below) for the relevant Service.



A Fault will be considered to have been repaired in the event that either a full repair or a temporary repair restoring the continuity of the relevant Service has been implemented.

4.4 Service Availability Calculation

The measurement period of the availability of the Service shall be coterminous with the monthly billing cycle. The availability is calculated monthly beginning with the first full month of Service.

$$Availability = \frac{TotalTime - \Sigma(FaultTime_n)}{TotalTime} * 100 \%$$

where *TotalTime* = the total time during the measurement period

and $\Sigma(FaultTime_n)$ = the sum of all fault times of the faults that occurred during the measurement period

4.5 Network Monitoring

Arelion monitors all circuits connected via local loops that are connected to Arelion's Backbone network and that have an Arelion Managed CPE installed or that are using 3rd party DIA connections under the IP Connect product umbrella. The monitoring consists of a management system that pro-actively monitors the availability of the circuit connected or, in case of 3rd party DIA connection, the live status of the CPE. When Arelion detects no availability, an automated notification email will be sent to Customer and a trouble ticket then can proactively be created by Customer.

5 SERVICE LEVELS & SITE DIVERSITY

The Service Levels set forth in each subsection below shall only apply to the Services expressly identified as being covered by the relevant subsection. If a particular subsection below does not expressly state that it will apply to a particular Service, then the relevant Service Levels shall not apply to the omitted Service.

5.1 Enterprise Service Levels

The Service Levels applicable to a given site will be determined by the level of redundancy and diversity of the On Prem Service connection and service configuration selected by Customer for the site and defined in the Service Order. In general, stricter Service Levels



require a more diverse and/or redundant connection method and service configuration to ensure the availability of the Service in line with the Service Levels.

Start Service Level: No redundancy

A single connection between the Customer premises and the Arelion network provided via wireless or wireline consumer broadband or DIA services (e.g., 5G,4G, DIA, DSL, cable modem, etc.) and an optional single CPE/NID that could be managed by Arelion.

Alternatively, this service level is also used where the service is completely off-net to the Arelion network.

Arelion does not offer any guarantees or service levels for the Start Service Level regarding network latency or packet loss set forth in section 5.

EVPL/ELAN/Cloud Connect services cannot be provided at this service level.

Advanced Service Level: No redundancy.

A single connection between the Customer premises and the Arelion Backbone using a dedicated bandwidth product such as E-Access Ethernet Virtual Private Line or Wavelength and a single CPE/NID managed by Arelion.

Arelion EVPL/ELAN/Cloud Connect services can only be provided under this service level when Arelion managed CPE/NID has been provided as part of the service.

Gold Service Level: Redundancy

Either:

- Two connections between the Customer premises and the Arelion Backbone using a dedicated bandwidth product such as E-Access Ethernet Virtual Private Line or Wavelength and a single CPE/NID managed by Arelion. Arelion does not guarantee that these two connections will have physical diversity.

OR

- Two connections between the Customer premises and the Arelion Backbone using a dedicated bandwidth product such as E-Access Ethernet Virtual Private Line or Wavelength with each terminating on a separate CPE/NID managed by Arelion. Arelion does not guarantee that these two connections will have physical diversity.

Arelion provides automatic failover in case of a failure of connectivity to one of these connections for certain services under MSOP*. The availability SLA applies to the joint availability of the service (i.e., if one connection is down, but the other connection is up, the Service shall be deemed to be available).



*Services that do not have automatic failover are

- Cloud Connect. Switchover of Cloud Connect is customer responsibility with the respective Cloud service provider(s).
- EVPL, or ELAN. Traffic switchover is the responsibility of Customer.

Platinum Service Level: Redundancy with Full Diversity

Two connections between the Customer premises and the Arelion Backbone using a dedicated bandwidth product such as E-Access Ethernet Virtual Private Line or Wavelength with each terminating on a separate CPE/NID managed by Arelion. Arelion guarantees that these two connections will have physical diversity (neither connection crosses the path of the other connection), including separate building entry points where possible. Arelion provides automatic failover in case of a failure of connectivity for certain services under MSOP*. The availability SLA applies to the joint availability of the service (i.e., if one connection is down, but the other connection is up, the Service shall be deemed to be available)

*Services that do not have automatic failover are

- Cloud Connect. Switchover of Cloud Connect is customer responsibility with the respective Cloud service provider(s).
- EVPL, or ELAN. Traffic switchover is the responsibility of Customer.

5.1.1 CPE Installation and Information

Arelion defines a CPE as either a device under Arelion management. This device can either be a layer 3 device, such as a router, or a Layer 2 device, such as a managed NID. The type of device will be dictated by Arelion policy and technical design.

For the Start and Advanced Service Levels, the CPE is optional for selected services. If modifications to the availability SLA is required a specific mutually agreed arrangement to measure service levels must be specified on the Service Order.

Arelion is not responsible for the installation, operation or performance of Customer-supplied CPE and Customer shall be responsible for ensuring that such CPE is compatible with the Service provided by Arelion. Arelion is not obliged to provide configuration for Customer-Supplied-CPE in order to provide its services and is not liable for any failures of service that result from configuration supplied in this manner.



For the avoidance of doubt, for the application of the Gold or Platinum service levels Arelion CPE must be present, or a specific mutually agreed arrangement to measure service levels must be specified on the Service Order.

The different Service Levels are further described in the table below.

	Start	Advanced	Gold	Platinum
Supported hours*	8am-5pm Local time on business days Monday to Friday	24/7/365	24/7/365	24/7/365
Guaranteed monthly availability	N/A	99.5% unless specified otherwise in the service order.	99.8%	99.99%

*Supported Hours” defines when Arelion executes service restoration. Service restoration can extend over supported hours, but any unavailability due to a Fault outside of the supported hours for the relevant Service is not considered a Fault and is excluded from monthly availability calculations.

Arelion may not be able to provide certain Service Levels at certain sites due to a range of factors, including the conditions at the site, whether Arelion has a presence in the market, and/or the availability in the local market of the resources necessary to support the standard Service Levels. Alternatively, Arelion may, at its discretion, choose to provide a higher SLA than mentioned or apply a lower redundancy threshold for a higher Service Level. This will be specified in the service order if applicable.



5.2 SLA Levels & Site Availability

When a Service is subject to a Fault and the applicable Availability Service Levels are not met, the Customer shall be entitled to request a credit from Arelion based on the MRC for the affected Service at the site in accordance with the following table:

Fault over guaranteed monthly availability	For Advanced Service Levels	For Gold Service Levels	For Platinum Service Levels
Up to 30 mins	5% of MRC	10% of MRC	10% of MRC
≥30 mins ≤ 1 hour	10% of MRC	15% of MRC	15% of MRC
≥1 hour ≤ 4 hours	15% of MRC	20% of MRC	25% of MRC
≥4 hours -≤8 hours	25% of MRC	30% of MRC	35% of MRC
≥8 hours ≤12 hours	35% of MRC	40% of MRC	50% of MRC
>12 hours	50% of MRC	50% of MRC	60% of MRC

5.3 Network Monitoring Latency and Packet Loss

5.3.1 Backbone QoS Measurement

Network Latency and Packet Loss are measured by Arelion sending test packets between designated routers located within Arelion’s Backbone. Arelion Service Levels for Network Latency and Packet Loss within its Backbone will not exceed the thresholds defined in this Section 5 during a calendar month. The Service Levels set forth in Sections 5.3.2 and 5.3.3 below apply to IP VPN, IP Connect, IP Transit and EVPL/ELAN/Cloud Connect only and, further, apply only within the Arelion Backbone and exclude the On Prem connection to the Customer premises.

5.3.2 Backbone Network Latency Service Levels and Credits

The term “Network Latency” means the average time taken for test IP packets to travel between designated routers within Arelion’s Backbone and back again during a calendar month (also referred to as RTD or Round-Trip Delay). Network Latency is measured within the Arelion Backbone between Arelion points-of-presence and shall not exceed the



committed values specified in the latency tables as published on Arelion’s website (e.g. Arelion.com) measured over a calendar month.

When the Latency Service Level is not met, Customer shall be entitled to request a credit equal to 10% of the MRC for the Service subject to the Service Level at the affected sites during the calendar month in which the Network Latency Service Level was not achieved.

5.3.3 Backbone Packet Loss Guarantee and Credits

Packet Loss shall be determined by Arelion based on averaging the packet loss of test IP packets between designated routers within Arelion’s Backbone during a calendar month. As described in the table below, the monthly average Packet Loss between sites within the geographic regions set forth in the table will not exceed the corresponding packet loss threshold as measured over a calendar month. This measurement excludes any packets that are dropped due to congestion at the Customer interface in the network (egress Provider Edge (“PE”) port) due to inadequate Customer procured bandwidth.

Fault over guaranteed monthly availability*	Description	Average network packet loss (during a calendar month)
Intra-Europe	Averaged packet loss measured between European core nodes	0,1%
Europe-US	Averaged packet loss measured between Europe and the US (New York PoP)	0,1%
Intra-US	Averaged packet loss measured between US core nodes	0,1%
Trans-Pacific	Averaged packet loss measured between US West Coast and Asia Core Nodes	0,1%
Europe-Asia	Averaged packet loss measured between European Core nodes and Asia core nodes	0,1%

When the Service Level is not met, Customer shall be entitled to request a credit equal to 10% of the MRC for the affected Service, during the calendar month in which the Packet Loss Service Levels were not achieved.



5.4 End-to-end QoS measurements

Arelion allows some of its services to be provided with end-to-end SLAs for the following measurements

- Packet/Frame Loss (For the purpose of this SLA, packet and frame loss will be treated identically)
- Inter-Frame Delay Variation or Jitter (For the purposes of the SLA, Frame and Packet delay variation will be treated identically)
- Site to Site Latency or Round Trip Delay (RTD) (The specific measurement used should be stated in the SLA)

These SLAs can only be provided for the following products, and only when an Arelion Managed CPE is present on all measured Ports. If a Managed CPE is not present, then only Backbone SLAs will apply.

Product	Latency	Packet/Frame Loss	Delay Variance
IP Connect	Backbone only	PE to CPE	Backbone only
IP Transit	Backbone only	PE to CPE	Backbone only
IPVPN	Hub and Spoke	Hub and Spoke	Hub and Spoke
ELAN	Hub and Spoke	Hub and Spoke	Hub and Spoke
EVPL	End to End	End to End	End to End

From here on in, the locations that the QoS SLA measurement takes place between will be referred to as “appropriate locations”

If these measurements are taken in another fashion other than CPE, it must be stated on the Order Form and mutually agreed with both parties.



For IPVPN and Ethernet ELAN, End-to-End QoS measurements use a Hub-and-Spoke topology, with a central hub or hubs designated, and measurements taken from that location to the spoke CPE.

For Ethernet EVPL, the measurements will be taken from CPE to CPE.

QoS based performance Service Levels will apply only if specified in the Service Order and will apply in lieu of the Backbone Network Latency and Backbone Packet Loss service levels set forth above. The measurements will be based on averaging sample measurements taken between sites during a calendar month.

Evaluation Period for IPVPN: For the IPVPN product only. During the first 3-Month period after Customer's entire IP-VPN network is installed, Arelion reserves the right to re-evaluate the QoS Service Levels and to change the committed values based on expected design criteria.

5.4.1 QoS Latency SLA and Remedy

The guaranteed Latency SLA (Also referred to as Round Trip Delay or RTD), expressed specifically as time in milliseconds for data to traverse the service or PE-to CPE distance in both directions, cumulative.

Network Latency shall be determined by Arelion based on averaging sample measurements taken between the appropriate locations during a calendar month.

When the guarantee is not met between two sites, Customer shall be entitled to request a credit equal to 10% of the MRC for Service at the two affected sites for the applicable month.

5.4.2 QoS Packet/Frame Loss SLA and Remedy

Arelion guarantees that the monthly average frame loss between demarcation points for EVPL and ELAN Services, will not exceed 0.4% for Ethernet Real Time or Ethernet Business Class Service frames, measured over a calendar month between appropriate locations.

When the guarantee is not met between the appropriate locations, Customer shall be entitled to request a credit equal to 10% of the MRC for Service at the two affected sites for the applicable month.



5.4.3 Delay Variance SLA and Remedy

Inter-Frame Delay Variation (IFDV) is a measure of the variations in the frame or delay derived from Round Trip Delay RTD measured between appropriate locations.

When the guarantee is not met between two sites, Customer shall be entitled to request a credit equal to 10% of the MRC for Service at the affected sites for the applicable month. This credit may be cumulative to credits for other QoS SLAs.

6 SERVICE TERMINATION REMEDY

Customer may elect upon written notice to Arelion to terminate a covered Service at a site prior to the end of the Service Term without termination liability if the affected Service at the site experiences a Chronic Fault (excluding any Fault time attributable to the factors set forth in Section 4.2 above), which is defined as:

- (a) a Service at a site experiences three 3 or more separate Faults of eight or more hours each within a 90-day period, or
- (b) a Service at a site experiences an aggregate of 36 hours of Fault time within a 90-day period.

This Section 6 and the termination right set forth above shall not apply to Services subject to the Start Service Level. The right of termination (a) shall not relieve Customer of the obligation to make payment in accordance with the Agreement for all Service rendered prior to the effective date of the termination, (b) shall be Customer's sole and exclusive remedy, (c) shall only apply to the Service at the site affected by the Chronic Fault and not to the Service at any other site, and (d) shall expire and be deemed waived if not exercised within sixty (60) days of the end of the period during which the fault giving rise to the right of termination arose.

7 CLAIM OF CREDITS

7.1 Limitation of Credits

Notwithstanding the occurrence of multiple events of unavailability or failures to meet the Service Levels set forth in this SLA, the maximum credit to the Customer during a monthly billing period is limited to 60% of the MRC for the Service at the affected site.



7.2 Procedure

In order to receive credits, Customer must submit a claim within thirty (30) days of the end of the calendar month in which the failure occurred. The Customer is only entitled to request credits if Arelion fails to meet the Service Levels set forth in this SLA. If Customer fails to submit a claim within thirty days (30) of the end of the month in which the Service was affected by a Fault, Customer shall waive the right to claim credits.

Notwithstanding anything to the contrary in the MSA, the claim and award of credits pursuant to this SLA or the exercise of a right of termination pursuant to Section 6 shall be Customer's sole and exclusive remedy in the event that the Service is unavailable or fails to meet the specified Service Levels.



8 Additional Terms and Conditions

8.1 The terms and conditions set forth in this Section 8 apply to Enterprise Services covered by this SLA.

8.2 At each site where Service is to be provided, Customer will be responsible, at its own cost and expense, for securing, maintaining and providing Arelion with access in a timely manner in order to allow Arelion to construct, install, test, operate, maintain and dismantle the equipment and facilities used to provide the Service. Such Customer-provided access shall include the right for Arelion (or its subcontractor) to use or construct conduit, easements, rights-of-way, holes, wireways, wiring, entrance facilities, space, power/utilities, and other items, both within the building and/or on the property at each site and including space, facilities and property owned, controlled or operated by third-parties, such as a landlord or building owner. In the event that Customer, at its expense, fails to secure, maintain or provide such access in a timely manner at a site, Arelion may revise the committed RFS Date for the Service at the site and/or cancel or terminate Service at such site, without further liability, upon written notice to Customer.

8.3 Arelion will terminate the connection to the Customer site at a demarcation point agreed in the sales order. If this is not specified in the service order, the connection will be to the MPOE in a meet-me-room or other area. The MPOE at the site will be determined in all instances in the sole discretion of Arelion.

8.4 Customer shall be responsible for the extension of the Service beyond the MPOE and for all Service-related facilities, equipment situated on the Customer side of the MPOE, including any wiring, extensions, cabling, conduits, easements, rights, access, risers or connections between the MPOE and the Customer location at the site, excluding any facilities or equipment on the Customer premises specifically to be provided by Arelion pursuant to the relevant Service Order.

In the event that Arelion agrees in writing in the applicable Order to provide any cabling, wiring, conduits, access, risers or connections beyond the MPOE, such provision will be subject to the conduct of a site survey and Arelion reserves the right to charge additional fees, both as part of the site survey and for the installation and, where necessary, maintenance of the provided Service.



8.5 As a condition of Arelion's obligation to provide and maintain the Service, Customer shall provide Arelion 24/7/365 access to the site to the extent reasonably determined by Arelion for the installation, inspection and scheduled or emergency maintenance of Arelion supplied CPE and/or Services. Customer will provide a safe place to work and comply with all laws and regulations regarding the working conditions at the site. To facilitate Arelion access to the site for regular and emergency maintenance, Customer shall provide Arelion with contact information (name, telephone number and email) where Customer's designated point of contact can be reached by Arelion on a 24/7/x365 basis. It is the Customer's obligation to keep this contact information up to date. Customer will ensure that its site designated point of contacts respond in a timely manner to requests for information and access made by Arelion to deliver, implement and maintain the Service. If Arelion is not able to gain access to a Customer site in order to perform installation or maintenance Services and must revisit the Customer site one or more times, Arelion shall reserve the right to impose call out charges on Customer.

8.6 Any CPE supplied by Arelion to the Customer to be used in connection with the Services will be installed by Arelion at the Customer location specified in the Service Order or delivered to the Customer location, in which case the Customer shall accept the delivery. Delivery costs for the first shipment of CPE will be paid for by Arelion. If CPE is lost after its delivery to the location that Customer identified in writing, Customer will notify Arelion and Arelion will send a replacement CPE and Customer will reimburse Arelion for the cost of delivery and replacement of the CPE.

8.7 Any CPE provided by Arelion for use at the site shall at all times remain the property of Arelion, regardless of the manner of its installation or attachment. Customer shall have no right and shall not assert a claim or interest to or in, the Arelion provided equipment or to any IP-address made available by Arelion in connection with the Service. Arelion may affix labels or markings to equipment indicating the owner of the equipment and Customer may not remove or alter any such labels or markings. Customer shall not allow any liens, claims or encumbrances to be placed on any Arelion equipment installed at the site and shall not make any alterations or affix any additions or attachments to the equipment, except as approved by Arelion in writing. Customer will notify Arelion promptly in writing of any lien, claim or encumbrance which has arisen with respect to the equipment and shall promptly discharge any such lien or encumbrance.



8.8 Customer shall provide and bear the cost for the space and power and racks to house and operate Arelion provided CPE at the site. Customer will be responsible for preparing the space and for providing and maintaining, at its own expense, the level of power, heating and air conditioning necessary to operate the equipment and to maintain the proper environment for the Arelion CPE in accordance with the manufacturer's recommendations Arelion will install any equipment at the location agreed in the Service Order. Customer shall ensure that power receptacles are within five (5) feet of the rack or cabinet where the equipment is located or as set forth in the manufacturer's recommendations. Customer shall not, and shall not permit others to, rearrange, disconnect, or remove, and attempt to repair, or otherwise tamper with any Arelion provided equipment without the prior written consent of Arelion. The Arelion provided CPE shall not be used for any purpose other than use with Arelion's Service.

8.9 Upon the disconnect order for the service, or the notified requirement for the CPE replacement, Arelion will initiate the process by dispatching a prepaid label to the local point of contact located at Customer's premises, facilitating the return of the Customer Premises Equipment.

Arelion requires 30 days' notice for this to occur if CPE recall is triggered by the termination of service by Customer.

In instances where the CPE is owned by an Arelion supplier, the responsibility for managing the CPE return lies with the supplier. In such cases, Arelion will stipulate in the dismantle order that the supplier dispatches a technician to the customer site for the retrieval of the CPE as necessary.

8.10 To the extent reasonably required for Customer to make use of any CPE installed by Arelion on the Customer premises for Customer's use, Arelion grants Customer a limited license or sublicense in the software included or embedded in the CPE subject at all times to the licensing agreement governing the software, which extends only to Customer's own internal use of such software with the Service, and only on or with the designated equipment. Such license is not transferable, assignable or sublicensable.

8.11 The MSA and the provision of the CPE and the use of any software embedded or included in such equipment does not and shall not be construed to transfer, assign, convey or grant to Customer any right, title and/or interest in the equipment, the software, the Service or any intellectual property of any type. Customer agrees that it will not, directly or indirectly, reproduce, reverse engineer, decompile, disassemble or otherwise attempt to



derive source code or other trade secrets from Arelion or the CPE, software or Service provided by Arelion.

8.12 If CPE provided by Arelion at the site contains a firewall or other security features, Arelion makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of the Services will shield or render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security and security response procedures.

8.13 The Service Term at each site will commence once the Service has been tested and accepted at the site. Arelion shall have the right to commence billing for Service at a site once Service at the site has been accepted in accordance with the MSA, even if Service at any other site(s) set forth in the Service Order has not yet been accepted.

8.14 Arelion will notify Customer once the connection to the Customer premises has been delivered to the Demarcation point at the site. If more than five (5) days elapse between the time that Arelion provides this notification to Customer and the date upon which Customer completes the internal cabling between the equipment location and the Demarcation point MPOE or Customer provides Arelion with access or space and power in order to install the CPE, then Arelion shall have the right to commence billing for the Service at the site as of the sixth (6th) day after notifying Customer of the delivery of the connection.

8.15 Customer agrees and acknowledges that Arelion may provide advice and/or recommendations, but that all decisions in connection with the approval, adoption and/or implementation of such advice and recommendations shall be the responsibility of and made by Customer. Arelion will perform the Services in a professional and workman-like manner and in conformance with this SLA and any specifications or requirements agreed to by the Parties and set for the in the Service Order. Accordingly, Customer shall be responsible for reviewing and validating of any advice and/or recommendations provided by Arelion before approving, adopting or implementing the same.