



SDSL Service Level Agreement

DSL in Maryland uses digital subscriber line (DSL) technology to provide broadband solutions for businesses, including high-speed Internet access services. We offer a wide variety of connection speeds as well as Business Solutions packages which include services and features that businesses, like yours, need today. DSL in Maryland is committed to high quality performance and customer care. As part of every SDSL (symmetrical digital subscriber line) Internet connection service, and at no additional charge to you, we offer the following Service Level Commitments:

Quality of Service Guarantee

If, during the first 30 days after installation, you notify DSL in Maryland that you are not satisfied that DSL in Maryland high-speed Internet access has increased your company's productivity, you may request that your service be discontinued and we will relieve you from the remaining term of your service commitment and waive any "early cancellation fee" otherwise applicable under our standard terms of service. No penalties, no arguments.

Latency Commitment

- ?? **Our Commitment:** DSL in Maryland commits to provide an average monthly roundtrip delay of 80 milliseconds or less within DSL in Maryland's network in North America.
- ?? **Your Remedy:** Any Customer who experiences average latency in excess of 80 milliseconds for any calendar month may request a two-day Service Credit. Any Customer who experiences average latency in excess of 80 milliseconds in each of two consecutive months may request a seven-day Service Credit. All requests for Service Credits must detail the delay experienced by the Customer and will be subject to confirmation by DSL in Maryland.

Network Availability Commitment

- ?? **Our Commitment:** DSL in Maryland commits to provide 99.9% availability each month for your connection within DSL in Maryland's network in North America.
- ?? **Your Remedy:** Any Customer who experiences availability of the network connection of below 99.9% in any calendar month may request a Service Credit as follows: one-day Service Credit for the first 6 hours of unavailability in a calendar month plus one-day Service Credit for each additional 6 hours of unavailability (or portion thereof) in such month.

Mean Time to Respond (MTR) Commitment

- ?? **Our Commitment:** DSL in Maryland will respond to a Customer's report of a network outage or other technical problem within 15 minutes from receipt of the initial call from such Customer.
- ?? **Your Remedy:** If DSL in Maryland fails to meet the MTR Commitment for any calendar month, Customer may request a one-day Service Credit. Customer



must notify DSL in Maryland each time DSL in Maryland fails to respond to Customer within 15 minutes from receipt of Customer's initial call.

Customer Premise Equipment Commitment

- ?? **Our Commitment:** All equipment leased or rented from DSL in Maryland will be guaranteed by DSL in Maryland during the term of service.
- ?? **Your Remedy:** DSL in Maryland will repair and/or replace all leased Customer premise equipment that is determined by DSL in Maryland to be defective (and not the subject of Customer misuse or tampering) within the applicable warranty period.

Enhanced Service Commitment

- ?? **Our Commitment:** DSL in Maryland commits to provide 99% availability each month for the Enhanced Email and Web Hosting services offered in connection with any DSL in Maryland Business Solutions Package.
- ?? **Your Remedy:** Any Customer who experiences availability of its DSL in Maryland Enhanced Email or Web Hosting service of less than 99% in any calendar month may request a Service Credit equal to 50% off the monthly fee for the affected service.

Service Credit Specifications

In the event DSL in Maryland fails to achieve any Service Level Commitment, at your request, DSL in Maryland will credit your account in accordance with the applicable remedy set forth above in connection with such Service Level Commitment and the following Service Credit specifications:

- ?? To be eligible for a Service Credit, you must report the outage and/or service failure to DSL in Maryland within five days of its occurrence. You must have notified DSL in Maryland of any service-affecting conditions at the time of service interruption, and should provide DSL in Maryland with the applicable Network Operations Center ("NOC") Trouble Ticket numbers at the time of such request for a Service Credit.
- ?? Service Credits are calculated based on the applicable recurring monthly charge for the affected service, prorated by the number of days of credit set forth in the remedy with respect to the applicable Service Level Commitment, based on a 30-day month (e.g., a one-day Service Credit means the Customer will receive as a credit an amount equal to 1/30 of the applicable recurring monthly charge for the affected service charged by DSL in Maryland in the immediately preceding month in which the event giving rise to the claim for Service Credit occurs). The maximum Service Credit to be granted for all failures within a given month shall be limited to the actual fees paid by the Customer for the month in which a Service Credit is claimed.
- ?? If any event triggers a breach of two or more Service Level Commitments, the Customer shall only receive a Service Credit equal to the highest applicable Service Credit being requested in connection with the breached Service Level



Commitments.

The remedies set forth herein for each Service Level Commitment shall be the exclusive remedy available to the Customer for DSL in Maryland's failure to achieve such Service Level Commitment.

Exclusions

This Service Level Agreement applies to SDSL service and related equipment only. It does not apply to Asymmetrical Digital Subscriber Line (ADSL) services or equipment.

DSL in Maryland will not be responsible for, and Service Credits will not be issued in connection with, any failure by DSL in Maryland to meet a Service Level Commitment by reason of any of the following:

- ?? Any force major event (including, without limitation, natural disasters; acts of God, fire, explosion, water, or power surges or failures, lightning, pest damage, strikes or labor disputes, the elements, war; civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages; acts or omissions of communications carriers, or other causes beyond DSL in Maryland's control whether or not similar to the foregoing).
- ?? Any act of the Customer not expressly authorized by DSL in Maryland or any use of the service or acts or omissions by the Customer that affects the Customer premise equipment, wiring or network configuration or otherwise affects DSL in Maryland's ability to provide service.
- ?? Scheduled maintenance on the DSL in Maryland network.
- ?? Service not classified as SDSL service.

DSL in Maryland may modify the Service Level Commitments and your remedy for the failure by DSL in Maryland to meet any Service Level Commitment at any time. Such modifications shall be deemed effective immediately upon either posting of the modified Service Level Commitment on the DSL in Maryland web site, currently located at www.dslinmaryland.com, or notifying you.

If you have any questions, please contact your Account Representative.