

# ROCKEFELLER GROUP TECHNOLOGY SOLUTIONS SERVICE LEVEL AGREEMENT – NETWORK SERVICES

Effective Date: November 1, 2009

1. **Overview: Application.** The purpose of this Service Level Agreement ("SLA") is to describe the network services provided by Rockefeller Group Technology Solutions, Inc. (formerly Rockefeller Group Telecommunications Services, Inc.) and its affiliates, RGTS-USA, Inc. and RGTS-Mid Atlantic LLC (collectively, "RGTS"), and the assurances that RGTS provides for these services. This SLA may be viewed online at <http://www.rgts.com>. This SLA is effective for each customer who orders network services from RGTS but RGTS retains the right to make such changes, amendments and modifications to this SLA and its terms from time to time in its sole discretion, with such changes, amendments and modifications being effective immediately upon being posted online at <http://www.rgts.com>. Certain terms used in this Service Level Agreement are defined in Section 7 below.
2. **Emergency Services.** The network services on their own do not support 911 services or any other form of dialing access to emergency services, and accordingly, any attempt to do so (other than by using RGTS-supplied Voice over Internet Protocol-enabled equipment or software and the use thereof in compliance with the terms relating to the use of such equipment or software) will not succeed. Any customer wishing to have access to 911 or emergency services is advised to do so by either (a) by using equipment or software from RGTS that will allow for such access through the RGTS network, or (b) by avoiding use of the RGTS network services and instead using a standalone or other similar traditional telephone line that will properly complete calls to 911 and to access the 911 service.
3. **Performance Standards.**
  - (a) **Network Availability:** the RGTS Network will provide 99.9% Network Availability for the access connection within the RGTS Network.
  - (b) **Latency Performance:** the RGTS Network will provide Latency Performance of round-trip delay of 80 milliseconds or less, except when the service is affected by Extenuating Circumstances or Scheduled Downtimes.
4. **Reporting a Network Outage.** When a customer experiences a Network Outage or substandard Latency Performance, the customer must open a Trouble Ticket by reporting it to RGTS by email at [CSC@RGTS.com](mailto:CSC@RGTS.com) or by telephone to 212-282-2222 within 5 days of the occurrence. If a Trouble Ticket is not opened as provided in this Section 2, then the customer will not be entitled to any service credit under this SLA or any other remedy from RGTS. RGTS will discuss the issue with the customer, and try to resolve it immediately, but if immediate resolution is not possible, RGTS will assign a Trouble Ticket number to the issue and begin an investigation in order to resolve the issue. RGTS will actively pursue restoration of service until completed.
5. **Requesting a Service Credit.** Any customer who wishes a service credit based on a Network Outage or substandard Latency Performance must request the credit by notifying the RGTS Client Support Center within 5 days after opening the Trouble Ticket. This notice must be sent by email to RGTS at [CSC@RGTS.com](mailto:CSC@RGTS.com), and must include (a) the Trouble Ticket number, (b) the time the Trouble Ticket was opened and closed, and (c) a detailed description of the Network Outage. RGTS will notify the customer of its decision about a credit, and its decision is final.
6. **Service Credits.** The service credits set forth below are applicable only to the RGTS Network, and they do not apply to any transmissions over any other public or private networks; accordingly, no service credits will be accrued or applied relating to end-to-end bandwidth that involve other networks. The aggregate remedy available to any customer will never exceed the amount determined in accordance with this SLA, and these service credits constitute the sole and exclusive remedy for Network Outages and substandard Latency Performance for all RGTS customers.
  - (a) **Service Credit for Network Outage.** Any customer experiencing Network Availability of less than 99.9% for one hour or more from the time that RGTS opens a Trouble Ticket until the time when the issue is resolved, when the trouble is not (i) the result of an Extenuating Circumstances or (ii) attributable to a Scheduled Downtime, is entitled to a service credit of one day's pro-rata monthly service charge for RGTS's network services at the customer's affected site.
    - (b) **Service Credit for Latency Performance Not Meeting Standard.** Any customer experiencing Latency Performance in excess of 80 milliseconds in any day of a calendar month when the Latency Performance deterioration is not (i) the result of an Extenuating Circumstances or (ii) attributable to a Scheduled Downtime, is entitled to a service credit equivalent to one day's pro-rata monthly service charge for RGTS's network services at the customer's affected site.
    - (c) **Limitation on Cumulative Service Credits.** Cumulative service credits for Latency Performance and Network Availability in any single calendar month for any customer's site will not exceed the RGTS monthly service charge for that customer's network services for such site.
7. **Definitions.**
  - (a) **"Extenuating Circumstances"** means (i) the acts or omissions of the customer or any end-user; (ii) the behavior of the customer's equipment, facilities, or applications; (iii) the behavior of circuits or routers outside the RGTS Network; (iv) the customer's equipment, firewalls, routers, modems network, servers, computers, or software that are not maintained by RGTS; (v) faults caused by the customer's internet server provider or any other third party suppliers or service providers; (vi) damage due to external causes, such as vandalism, theft, etc.; and (vii) acts of God, Force Majeure, or any other situations beyond the control of RGTS.
  - (b) **"Latency Performance"** is a monthly average of sample round-trip transmission measurements within the RGTS Network, expressed in milliseconds.
  - (c) **"Network Availability"** means amount of time that the RGTS Network is available to the customer. It is expressed as a percentage, and is calculated by multiplying 100 times the quotient of (i) the total number of minutes during which traffic can pass over the RGTS Network in a given calendar month, divided by (ii) the total minutes, excluding all Scheduled Downtimes and Network Outages caused by Extenuating Circumstances, in such month.
  - (d) **"Network Outage"** means an unscheduled period during which the RGTS network services are interrupted and not usable, but does not include such periods when the network services are interrupted and not usable because of a Scheduled Downtime or Extenuating Circumstances.
  - (e) **"Network Outage Time"** means the period beginning when a customer reports a Network Outage to RGTS by opening a Trouble Ticket, and ending when the service is restored.
  - (f) **"Point of Demarcation"** means the physical point at which the RGTS Network ends and the private network of a customer begins.
  - (g) **"RGTS Network"** means the physical communications infrastructure and supporting hardware, software and firmware owned, managed or operated by RGTS and providing the related RGTS service(s) to a customer's Point of Demarcation(s). It does not include customers' equipment, telephone circuits provided by telephone companies or other common carriers, any external Internet service provider or an Internet exchange point, or any networks or network equipment not owned or controlled by or on behalf of RGTS.
  - (h) **"Scheduled Downtimes"** are times when the RGTS Network is unavailable because of maintenance, repair, upgrades, services modification, or programming. Customers are notified of Scheduled Downtimes by email or fax at the address designated in their Service Agreement for such purpose at least 36 hours before the Scheduled Downtime.
  - (i) **"Trouble Ticket"** means the notification by a customer to RGTS of a perceived Network Outage.
8. **Communications and Notifications.** For general inquiries, billing inquiries, for engineering support about internet access, to report Network Outages or substandard Latency Performance, and to open a Trouble Ticket, customers should contact the RGTS Client Support Center 24 hours per day, seven days per week, at 212-282-2222, or by email at [CSC@RGTS.com](mailto:CSC@RGTS.com). All requests for service credits must be made by email to RGTS at [CSC@RGTS.com](mailto:CSC@RGTS.com).