

SCHEDULE “A-1” SERVICES LEVEL AGREEMENT (SLA) - PRIVATE LINE SERVICES

1. Service Description

Private Line Service is defined as a dedicated circuit for the transmission of data communications traffic between two customer sites in both protected (1+1) and unprotected configurations on Cogeco Data Services LP (“CDS”) Network. Local access is provisioned as single path, with diverse path available on request. Available bandwidths include: DS-3, OC-3, OC-12, OC-48 and OC-192.

2. Notices & Communications

The Processes for notification and communication will be provided by CDS from time to time. The Customer shall report all Service impacting incidents to the CDS Network Operation Centre (“NOC”).

3. SLA Exemptions

In addition to the terms set out in the “Cogeco Data Services – Terms and Conditions”, including but not limited to Force Majeure, CDS shall be exempt from the terms and provisions of this SLA in the following circumstances:

- a) Scheduled maintenance, for which the Customer has received reasonable advanced notice; or
- b) Customer created delays and/or Outages which affect SLA targets

4. CDS Operations

4.1 Maintenance

CDS may interrupt the Service to perform routine system maintenance, in which case CDS will use commercially reasonable efforts to give the Customer seven (7) days notice prior to the performance of such maintenance and will schedule such maintenance during non-peak hours (midnight to 6:00 am local time). In no event shall interruption of Service due to system maintenance constitute a failure of performance by CDS.

4.2 Hours of Operation

Services hours for the CDS NOC are twenty four (24) hours per day, seven (7) days per week, three hundred sixty five (365) days per year.

5. Service Level Target

5.1. CDS will use commercially reasonable efforts to meet the service levels set forth herein.

5.2. Availability of a circuit provided by CDS to the Customer is calculated over a calendar month. Service levels are:

- a) Protected circuit availability: 99.99%
- b) Unprotected circuit availability: 99.7%

5.3. Circuit availability is calculated by dividing the measured available time by the total time of a calendar month, then expressed as a percentage. The measured available time is the total time in a calendar month less the measured unavailable time. The Service is deemed to be unavailable to the Customer when an event:

- a) prevents the Customer from using or attempting to use the circuit;
- b) causes loss of circuit connectivity; and/or
- c) causes the circuit to become unavailable or to fail to comply with applicable specifications.

5.4. Mean Time To Restore (“MTTR”) is defined as the average time to restore the Service during an Outage. The MTTR is calculated by taking a monthly average of the time taken to repair all trouble tickets for Outages on a specific circuit. The length of each Outage on a specific circuit is totalled at the end of each billing month and divided by the corresponding number of Outages for that circuit. MTTR for CDS network is four (4) hours.

6. Outage Credits

6.1. Notification and Intervals for Outages

- a) The unavailable time starts upon notification by the Customer to the CDS NOC by telephone that the Service has been lost, interrupted or impaired.
- b) The Customer must agree to release the circuit to CDS for testing and repair.
- c) The measured time ends when the circuit is restored. CDS will notify the Customer by telephone and the Customer will confirm that Service has been restored. Additional time taken by the Customer to perform confirmation test(s) is not included in the measured unavailable time if the Service is in fact restored. Any period during which the Customer fails to afford access to any facilities provided by CDS for the purpose of investigating and restoring the Service is excluded in the calculation.

6.2. Outage Credit Schedule

An Outage Credit for each measured unavailable time period shall be allowed as follows:

On-Net Services Only	Unavailable Time	Outage Credit
Unprotected (1+0) Private Line Circuits	> 4 hours to less than 24 hours	1 day credit
	> 24 hours	Actual plus 1 day credit
Protected (1+1) Private Line Circuits	60 minutes to 4 hours	8 hour credit
	> 4 hours to less than 24 hours	2 day credit
	> 24 hours	Actual plus 2 day credit

6.3. Outage Credit Application

An Outage Credit shall be allowed when CDS receives a written request from the Customer within a period of thirty (30) days of the last day of the calendar month in which the Outage occurred. It is calculated based on the above chart and the following guidelines:

- a) The then current Service Fees shall be used to determine any Outage Credit allowed;

- b) Calculation of Outage Credits shall be based upon CDS NOC log maintained in the CDS NOC;
- c) In no event shall any Outage Credit be allowed in this SLA in excess of the then current Service Fees of the applicable circuit.
- d) Outage Credits will be applied only if the Customer's Service Fees to date have been paid.

6.4. Outage Credit Exemptions

An Outage Credit will not be made for unavailable time caused by:

- a) Scheduled Service interruption for the purpose of allowing CDS to upgrade, change, implement an order maintain, or repair the circuit.
- b) Acts or omissions, direct or indirect, of the Customer.
- c) Failure of equipment or systems not provided, in control of, or under the direction of CDS, including such equipment or systems CDS contracted for, by, or on behalf of the Customer, and Service failures caused by Third Party Provider(s). In such cases, CDS will co-ordinate with the Third Party Provider(s) to remedy such failure as quickly as possible and will provide to the Customer an Outage Credit equivalent to the credit provided to CDS by the Third Party Provider(s) as a result of the failure.
- d) No Outage Credit shall be allowed with respect to any period during which the Customer fails to afford access to any facilities provided by CDS for the purpose of investigating and correcting an interruption of Service.
- e) An event of Force Majeure as described in the "Cogeco Data Services – Terms and Conditions".
- f) In the event CDS determines it necessary to interrupt a circuit for maintenance, Outage Credits will not be allowed if the Customer elects not to release the circuit for testing or repair.

7. Service Cancellation

Notwithstanding the above and any contrary provision in the "Cogeco Data Services – Terms and Conditions", the Customer may elect to continue to acquire the Service for the affected circuit or may discontinue the Service without liability for cancellation of that circuit except for charges incurred prior to cancellation at any time after three (3) or more occurrences of unavailable time longer than four (4) hours each in a calendar month.