

SCHEDULE "A-5" ENTERPRISE SERVICES LEVEL AGREEMENT (SLA) - MANAGED WAVELENGTH SERVICES

1.0 Circuit Quality

CDS operates a Multi Protocol Label Switching (MPLS) based network core that has a 99.999% service availability objective. Customer circuits are terminated to an edge device connected to the core network.

Circuit definition: Services delivered over:

- a) Gigabit Wavelength (also known as: 1000 Mbps DWDM Service);
- b) 2.5 Gigabit Wavelength (also known as : 2500 Mbps DWDM service); and
- c) 10-Gigabit Wavelength (also known as: 10000 Mbps DWDM service) from A-end: Cogeco Data Services LP's ("CDS") Customer Premises Equipment ("CPE") or patch panel at the Customer's end-user site to, Z-end: CDS Customer Premises Equipment ("CPE") or patch panel in the Customer's end-user site.

1.1 Circuit Latency Guarantee

CDS will ensure a maximum round trip transmission of 1.9 milliseconds on services delivered over 2.5-Gigabit and 10-Gigabit Wavelength Services between A-end: CDS's Customer Premises Equipment ("CPE") or patch panel excluding any end customer terminating equipment and Z-end Customer's end-user site CDS's Customer Premises Equipment ("CPE") or patch panel excluding any end customer terminating equipment. Latency measurement is based on CDS' operated transmission network and is calculated on the circuit's primary path.

Customer circuits requiring diverse route(s) and/or routing path(s) restrictions are not covered by this commitment.

1.2 Circuit Latency Validation Process

Latency (Frame Delay) is measured on the CDS Network (only) over a five (5) minute interval between two (2) locations at the CDS demarcations at those locations. The Latency measurement will be recorded and documented in Cogeco Test & Turn up implementation reports. The Frame Delay is calculated as the maximum frame delay occurring in a population of 95% of the successfully transmitted frames using a standard frame size of 64 bytes. If the Customer identifies a latency issue through a test performed by the Customer, the Customer will contact the CDS Network Operations Centre ("NOC") providing them with the test results. The CDS NOC will schedule an appointment with the Customer prior to performing an intrusive latency test to prove out the circuitry. If CDS finds the latency is higher than set forth above and it is proven that it was a CDS network issue, CDS will perform applicable remediation of the circuit.

1.3 Frame (Packet) Delivery Guarantee

The CDS Service packet delivery guarantee is 99.5% on services delivered over 2.5 Gigabit and 10-Gigabit Wavelength (i.e. Packet Loss of < 0.5%)

1.4 Circuit Packet Delivery Validation Process

Packet Loss is measured on the CDS Network only over a five (5) minute interval between two (2) locations at the CDS demarcations at those locations. If the Customer identifies Packet Loss through tests performed by the Customer, the Customer will contact the CDS NOC providing them with the test results. The CDS NOC will schedule an appointment with the Customer to perform an intrusive Packet Delivery test to prove out the circuitry. If CDS finds the packet delivery to be less than specified above and it is proven that it was a CDS network issue, CDS will perform applicable remediation of the circuit.

1.5 Bandwidth Specifications

CDS' service objective is delivery of 99% of the total Customer subscribed Bandwidth over its DWDM Access Interfaces on non-multiplexed Committed Information Rate (CIR) User Network Interfaces (UNI's) only. On Multiplexed (or trunked) UNI's, CDS will only ensure the physical port bandwidth capacity.

2.0 Service Availability Objective

2.1 Unprotected point to point circuit

CDS will have a 99.7% service availability guarantee with a three (3) hour Time to Restore ("TTR"). Unprotected Wavelength circuits will be delivered to the Customer with a single physical interface.

2.2 Core network protection

CDS will provide failover in its core network, defined as redundant equipment and path diversity, where specified in the Customer order under protection type and will have a 99.999% service availability objective with a three (3) hour TTR. Access wavelength circuits will be delivered to the Customer with a single physical interface from the CDS core network. Individual access circuits will have a 99.7% service availability with a three (3) hour TTR.

2.3 Diverse point to point circuits

CDS diverse wavelength circuits will have a 99.999% service availability with a three (3) hour TTR. Diverse wavelength circuits will be delivered to the Customer via two (2) diverse physical routes and with two (2) physical interfaces.

Service availability will be calculated based on the overall diverse wavelength network provided to the Customer. The Customer is obligated to provide the failover switching between the diverse circuits.

2.4 Scheduled Maintenance Scope

Scheduled Maintenance shall mean any maintenance at CDS' access locations to which the Customer's Circuit is connected. CDS will use commercially reasonable efforts to notify the Customer seven (7) days in advance of any scheduled maintenance. Notice of Scheduled Maintenance will be provided to the Customer via an e-mail addressed to the Customer-provided technical contact. The Customer shall ensure that the CDS NOC has at all times up to date Customer contact information. Scheduled Maintenance will not constitute Service Unavailability and is not subject to an unavailability claim. CDS may have the need to request emergency releases to the network, which may effect the operation of the Customer's Service. CDS will notify the Customer immediately of any occurrence that would result in an emergency release. An emergency release requested by CDS will not constitute Service Unavailability and is not subject to an unavailability claim. Service Unavailability is defined as a Customer's Circuit being unavailable and in a state of critical impact, as defined by CDS, due to a CDS network fault. If the Customer identifies a Circuit as being unavailable, but CDS' equipment is not in an alarm state due to activities by the Customer then the Customer's Circuit will not constitute Service Unavailability, as determined by CDS.

2.5 Service Availability Guarantee Process

At the Customer's request, CDS will calculate the Customer's Service Unavailability in a calendar month. Service Unavailability consists of the number of minutes that the CDS Circuit was not available to the Customer and includes unavailability associated with any maintenance at the CDS facility to which the Customer's Circuit is connected other than Scheduled Maintenance and emergency releases.

2.6 Service Availability Remedy – Time to Restore Guarantee

Upon the Customer's request, for each event of Circuit Unavailability in excess of the Time to Restore guarantee of three (3) hours in any calendar month, the Customer shall be credited for the pro-rated charges for one (1) day of the Monthly Recurring Fee for the affected Service with respect to which a TTR Guarantee has not been met. Calculation of the TTR objective will be based on trouble reported by the Customer using CDS' trouble ticketing systems. Time to Restore begins when the Customer reports the trouble to CDS and releases the affected components to CDS and ends when CDS notifies the Customer that the problem has been resolved and the components are available to the Customer to use. The Service Credit shall be applied to the next available billing.

2.7 Service Availability Remedy – Service Availability Guarantee of 99.7%

If CDS is unable to meet the Service Availability metric of 99.7% for the Service during any calendar month (as confirmed by CDS), the Customer upon request to CDS, will be provided with a Service Credit based on the total Monthly Recurring Fee for the affected Service, and calculated in accordance with the following table. The Service Credit shall be applied to the next available billing.

Service Availability (in %)	Service Credit
>99.7	nil
<99.7 >99.5	1 day of Service
<99.5 > 99.3	2 days of Service
<99.3	3 days of Service

If a single event of Service Unavailability lasts more than three (3) hours, the Customer shall be eligible to claim a single Service Credit either pursuant to the Service Availability Guarantee, or pursuant to the TTR Guarantee. For greater clarity, under no circumstances, shall the cumulative rebates credited to the Customer, for any Service, calculated in a calendar month, exceed CDS' Monthly Recurring Fee for the affected Service. The Customer must request service credits in writing within thirty (30) days of the last day of the calendar month in which the unavailability occurred.

3.0 Limitation of Liability on Third Party Services

This exemption covers the unavailability of equipment or systems or transmission facilities not provided, under the control of, or under the direction of CDS, including such equipment or systems or transmission facilities which CDS contracted for, by, or on behalf of the Customer and Service unavailability 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 a credit equivalent to the credit provided to CDS by the Third Party Provider(s) (if any) as a result of the failure .

4.0 Excluded Items

Compensation and service credits will not be applied under the following conditions:

- a) test and inquiry trouble tickets;
- b) unavailability where no trouble has been established;
- c) the failure of Customer's Equipment (including, but not limited to, routers and integrated modems) not supplied by CDS as part of the Services;
- d) unavailability during any period when the Customer has released service to CDS for the purpose of rearrangement of Equipment or for the implementation of a Service Order, or MACD Authorization;
- e) unavailability due to the negligence of the Customer or Customer's representative;

- f) unavailability due to Force Majeure;
- g) unavailability due to software and hardware defects of access devices and systems not under CDS' control.