

Attachment A – Cox Service Level Agreements**Cox Switched Digital/Interconnected VoIP (iVoIP) Voice Services****Service Level Agreement**

1. **Scope.** This Service Level Agreement ("SLA") is incorporated into the Commercial Services Agreement or Master Services Agreement ("Agreement") by and between Cox and Customer, each as defined in the Agreement. The performance standards and service levels set forth in this SLA are Cox's objectives with respect to the Cox Switched Digital/Interconnected VoIP (iVoIP) Voice Services ("Voice Services") provided to the Customer.

"Voice Services" include DS1, Primary Rate Interface ISDN, Session Initiation Protocol, and IP Centrex products.

2. **Voice Service Availability.** Cox's objective is to make the Voice Services available for Customer's use at least (i) Ninety-Nine and Ninety-Nine One-Hundredths Percent (99.99%) if provided on fiber cable and (ii) Ninety-Nine and Five-Tenths Percent (99.5%) if provided on coaxial cable (collectively and individually, (i) and (ii) shall be referred to as "Voice Service Availability"). Voice Service Availability is calculated by dividing the number of minutes that the Services are available for Customer's use by the total number of minutes in any consecutive twelve (12) month period and multiplying by 100. Unavailability of the Voice Services due to the reasons or causes set forth in Section 10 of this SLA shall not be included in determining whether Cox has met the Voice Service Availability objective. For example, if the Voice Services experience an outage for one (1) day due to a Force Majeure event, and otherwise experience no other outage or Voice Service Interruption during the applicable month, Cox will be deemed to have met the Voice Service Availability performance standard and no Service Credit(s) (as defined below) will be provided.

3. **Voice Service Interruption.** A "Voice Service Interruption" is a loss or degradation of Voice Services to the Customer that results in a total and continuous disruption of Voice Service beyond the Voice Service Availability level. Any Voice Service Interruption, outage, degradation of Voice Service, or failure to meet any objective stated in this SLA is not a default or breach under the Agreement but may entitle Customer to a Service Credit (as defined below) for a qualifying Voice Service Interruption. A Voice Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox's Network Operations Center ("NOC") under the methods and procedures set forth in Section 7 of this SLA and ends when Cox restores the Voice Services to Customer.

4. **Service Credits.** The available "Service Credit" for a Voice Service Interruption is identified below as a percentage of the monthly recurring charge ("MRC") for the portion of the affected Voice Services experiencing a qualifying Voice Service Interruption. Service Credits are only available for qualifying Voice Service Interruptions that occur after the first day of the second month after installation of the Voice Services. Further, Customer may receive Service Credits for no more than four (4) months in any twelve (12) month period. Subject to any limitations, the amount of the Service Credit shall be as follows:

Voice Services delivered over fiber transport

<i>Voice Services Interruption Length</i>	<i>Credit of the MRC for the portion of Voice Services experiencing a Voice Service Interruption</i>
< 30 minutes, continuous	None
> 30 minutes, continuous	1/30 of MRC due for the applicable month for each day or portion thereof

Voice Services delivered over coaxial cable transport

<i>Voice Services Interruption Length</i>	<i>Credit of the MRC for the portion of Voice Services experiencing a Voice Service Interruption</i>
> 4 hours, continuous	1/30 of the MRC due for the applicable month for each day or portion thereof

Voice Services provided with a Type II service provider

<i>Voice Services Interruption Length</i>	<i>Credit of the MRC for the portion of Voice Services experiencing a Voice Service Interruption</i>
< 4 hours, continuous	None
> 4 hours, continuous	1/30 of MRC due for the applicable month for each day or portion thereof

5. **Type II Maintenance.** If Service is provided over Type II facilities, Cox will use reasonable efforts to notify Customer of Type II Carrier scheduled maintenance. Because Cox cannot control such maintenance windows, Type II facility maintenance may occur at times that are not always convenient to Customer. Except for the limited-Service Credits identified above for Type-II Voice Services, Cox shall not be liable for any Voice Service Interruption, outage, degradation of Voice Service, or failure to meet any objective stated in this SLA for Type-II Voice Services.

6. **Chronic Outage.** If two (2) or more separate times during a thirty (30) consecutive day period, the Voice Services experience a Voice Service Interruption for a period greater than twelve (12) consecutive hours, ("Chronic Outage"), subject to Section 10 below, Customer may terminate the affected Voice Service(s) without charge or payment of any termination charges otherwise provided in the Agreement, provided Customer complies with the notification process described in this Section 6. Within thirty (30) days of the occurrence of the second Chronic Outage, Customer shall notify Cox in writing of its election to terminate the affected Voice Service(s) and those services shall be terminated upon Cox's receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the second Chronic Outage of its intent to terminate the affected Voice Service(s), then Customer shall be deemed to have waived its right to terminate the affected Voice Service(s) under this Section 6 until the occurrence of a subsequent Chronic Outage, if any. Notwithstanding the above, if Voice Service is provided over Type II facilities, a "Chronic Outage" is defined as either (i) the Voice Services experience a Voice Service Interruption for a period greater than twelve (12) consecutive hours six (6) or more separate times during a thirty (30) consecutive day period or (ii) the Voice Services experience a Voice Service Interruption for more than forty-eight (48) combined hours during a thirty (30) consecutive day period, each subject to all limitations in this Agreement, including Section 10. Upon termination under this Section 6, neither party shall have any further rights, obligations, or liabilities to the other party with respect to such terminated affected circuit(s), except those accrued through the termination date, and that expressly survive termination of this Agreement.

7. **Customer Responsibilities / Trouble Reports.** Cox will maintain a twenty-four (24) hour, seven (7) day a

week point-of-contact for Customer to report Voice Service issues, including troubles, outages, or Voice Service Interruptions. Customer shall call Trouble Reports to the telephone number provided by Customer's local market sales representative. A "Trouble Report" means any report made by Customer relating to the Voice Services or the equipment provided by Cox.

Cox will investigate the Trouble Report and assign a trouble ticket number. To qualify for any Service Credit(s), Customer must request, in writing, a Service Credit within thirty (30) calendar days of a qualifying Trouble Report. Cox will be the only party to determine (in its sole, reasonable discretion) whether Cox has not met any of the SLA terms specified herein and whether a Service Credit is to be issued to Customer hereunder. The parties shall cooperate with one another reasonably and in good faith at all times in testing, determining and verifying that a qualifying Voice Service Interruption has occurred.

8. **Voice Service Response and Resolution.** In the event Cox receives a Trouble Report from Customer, Cox will initiate action to clear the trouble within approximately thirty (30) minutes. If the Trouble Report is the result of an electronic component failure, the estimated restoration time is four (4) hours. If the Trouble Report is the result of a cable or fiber failure or any other issue, the estimated restoration time is eight (8) hours.

9. **Voice Service Installation Delays**

(a) **Voice Service Installation and Availability.** Cox will make commercially reasonable efforts to install, provision and make the Voice Services available for Customer's use within ten (10) business days of the installation date if explicitly defined in the Agreement, if any ("Estimated Install Date"). Voice Service shall be deemed as available upon Cox's installation of the equipment and facilities necessary to provide Customer the Voice Services.

(b) **Installation Delay Credit.** Cox shall provide Customer with an Installation Delay Credit if the Voice Services are not available for Customer's use within ten (10) business days of the Estimated Install Date. In this event, Cox will provide an "Installation Delay Credit" of One Hundred Percent (100%) off the standard nonrecurring charge ("NRC") paid by Customer for the portion of the Voice Service that was unavailable. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing Voice Services to Customer.

(c) **Exceptions to Installation Delay Credits.** Installation Delay Credits shall not be provided for installation delays (i) caused by or requested by Customer, its employees, agents or subcontractors;

(ii) due to inabilities or difficulties of Cox to access Customer's premises; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in

Customer's building or property; (iv) due to any delays in obtaining any necessary permits, licenses, pole attachment agreements, rights of way, or other access or property rights; (v) due to any causes addressed in Section 10; or (vi) due to Force Majeure events. Further, because Cox does not directly control the installation of Type II Services, no Installation Delay Credit will be available for installation delays for Type II Services.

10. Exceptions and Limitations to Service Credit

(a) Exceptions. Service Credits shall not be provided for any Voice Service Interruptions or failures to meet the Voice Service Availability, estimated restoration time, Estimated Install Date, or any other term specified in this SLA: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy or any misconduct or accident of the Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; (vii) due to Customer's failure to release the Voice Service for testing and/or repair to Cox; (viii) caused by or due to violations of the Cox ACC Local Exchange Service Tariff, Section 2.5.6; or (ix) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the Voice Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages; (vii) delays in obtaining permits or other approvals from governmental authorities for construction or Voice Services provisioning, or (viii) any other causes beyond the reasonable control of Cox. In addition, Service

Credits shall not apply (a) if Customer is entitled to any other available credits, compensation or remedies under the Agreement for the same Voice Service Interruption, deficiency, degradation, delay, or issue (b) for Voice Service Interruptions, deficiencies, degradations, delays, or issues not reported by Customer to Cox within a reasonable period of time, not to exceed thirty (30) days from when it started, (c) where Customer reports a Voice Service Interruption or other issue, but Cox does not find any such issue, (d) to any Service locations served via a third party (i.e. Type-II site), or (e) to any service not provided under the Agreement even if the service is provided by a Cox affiliate or subsidiary. For any Voice Service locations served via a third party, Cox may pass through any Voice Service credits it receives from the third party associated with any Voice Service Interruption not to exceed the Service Credit amount.

(b) Limitations. With respect to all Service Credits under this SLA, no Service Credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement (other than a past due balance arising from a bona fide dispute of which Customer has notified Cox); or (iii) Customer is otherwise not in good financial standing with Cox. Furthermore, in any calendar month, Customer's combined Service Credits for any and all issues, including, without limitation, Voice Service Interruptions and Installation Delay Credits shall be no more than one (1) full MRC for the affected Voice Services. The calculation of credits under this SLA are exclusive of any applicable taxes, fees, or surcharges charged to the Customer or collected by Cox. All claims for Service Credits must be initiated by the Customer and are subject to review and verification by Cox. For the avoidance of doubt, Cox and Customer agree that Customer's sole and exclusive remedy for any Voice Service Interruptions, installation delays, missed repair objectives, service degradations, or any other outages or issues related to the Voice Services provided under the Agreement shall be strictly limited to the Service Credits or the Installation Delay Credit, as applicable, as set forth in this SLA as well as the Chronic Outage termination right provided for hereunder.

Cox Metro-Ethernet and CloudPort

Service Level Agreement

- (a) **Scope.** This Service Level Agreement ("SLA") is incorporated into the Commercial Services Agreement or Master Services Agreement ("Agreement") by and between Cox and the Customer, each as defined in the Agreement. The performance standards and service levels set forth in this SLA are Cox's objectives with respect to the Cox Layer 2 VPN services which is inclusive of Cox Metro-Ethernet Service and Cox CloudPort Service (collectively, the "Layer 2 VPN Services").
2. **Layer 2 VPN Services Description.**
- (i) **Layer 2 VPN Service Elements:** The Layer 2 VPN Services consists of a port (Metro-Ethernet Port or CloudPort respective to each Service's particular branding) ("Port"), Ethernet Virtual Circuit ("EVC"), and a User to Network Interface ("UNI"). A UNI may be a Cox provided physical interface or a logical point of demarcation as defined by Cox.
- (ii) **Network Segments:** For purposes of SLA, there are three defined network segments for the Layer 2 VPN Services:
- (a) **Core Network:** A provider edge router to provider edge router segment whose metrics consist of all EVCs within a given a geographic boundary for a multipoint service topology. Core network segment metrics for point to point service topologies are circuit specific measurements. Geographic boundaries include metro, state, regional and national as shown in Table 2.0 in Section 7.
- (b) **Access to Core:** A customer edge UNI to provider edge Core Network segment, commonly referred to as a "local loop". Access to Core segment metrics are circuit specific measurements.
- (c) **Type-II:** Any portion of the Layer 2 VPN Services or circuits obtained by Cox from third party carriers are not subject to any Service Quality (as defined below) or any other SLA terms.
- (iii) **Service Topology:** Services are configured in either a multipoint (ELAN) or a point to point (ELINE) configuration.
- (iv) **"End to End" SLA:** For purposes of "End to End" SLA Service calculation for Metro-Ethernet Services, the concatenation of access to core, core network and access to core can be used. Specifically:
- (a) "End to End" Delay = Access to core Delay + Core Delay + Access to core Delay
- (b) "End to End" DDR = Access to core DDR * Core DDR * Access to core DDR
- (c) "End to End" Jitter = Higher value Jitter metric for either Access to core Jitter or Core Jitter
- For purposes of SLA Service calculation for CloudPort Service, the concatenation of access to core and core network can be used. Specifically:
- (d) "End to End" Delay = Access to core Delay + Core Delay
- (e) "End to End" DDR = Access to core DDR * Core DDR
- (f) "End to End" Jitter = Higher value Jitter metric for either Access to core Jitter or Core Jitter
3. **Layer 2 VPN Service Availability.** "Layer 2 VPN Service Availability" is defined by Cox as the ability to send or receive Ethernet Service Frames via a given Port inclusive of the local loop and UNI. Cox's objective is to make the Port available for Customer's as set forth in Table 2.0 in Section 7 with respect to the Cox Network Core and Access to the Core. This parameter is calculated by dividing the number of minutes a Port is available for Customer's use by the total number of minutes in any calendar month and multiplying by one hundred (100). Unavailability of the Layer 2 VPN Services due to the reasons or causes set forth in Section 11 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Layer 2 VPN Service Availability objective. For example, if a Port experiences an outage for one (1) day due to a Force Majeure event, and otherwise experiences no other outage or Service Interruption during the applicable month, Cox will be deemed to have met the Layer 2 VPN Service Availability performance objective and no Service Credit(s) (as defined below) will be provided.
4. **Layer 2 VPN Service Interruption.** A "Layer 2 VPN Service Interruption" is an interruption of a Port ("Affected Port") that results in the total disruption of the Layer 2 VPN Services delivered over the Affected Port beyond the Layer 2 VPN Service Availability level. Any Layer 2 VPN Service Interruption, outage, degradation of Layer 2 VPN Service, or failure to meet any objective stated in this SLA is not a default or breach under the Agreement, but may entitle Customer to a Service Credit (as defined below) for a

qualifying Layer 2 VPN Service Interruption. A Layer 2 VPN Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox's Network Operations Center ("NOC") under the methods and procedures set forth in Section 9 of this SLA and ends when Cox restores the Layer 2 VPN Services to Customer.

5. **Service Interruption Credits.** The available "Service Credit" for a Layer 2 VPN Service Interruption is identified in the table below as a percentage of the monthly recurring charge ("MRC") associated with the Affected Port experiencing a qualifying Layer 2 VPN Service Interruption. Service Credits are not cumulative (e.g. if a qualifying Layer 2 VPN Service Interruption lasted 20 hours, Customer will receive a Service Credit equal to 20% of the MRC for the portion of the Layer 2 VPN Services experiencing a Layer 2 VPN Service Interruption, but Customer does not also receive a separate Service Credit for the "≥30 min. to <4 hours", "≥ 4 hours to < 8 hours" and "≥ 8 hours to < 16 hours" timeframes identified in the table below). The amount of the Service Credit shall be as follows:

Table 1.0

Cox – Layer 2 VPN Services

<i>Layer 2 VPN Services Interruption Length</i>	<i>Credit of the MRC for the portion of Affected Port experiencing a Layer 2 VPN Service Interruption</i>
≥ 30 min. to < 4 hours	5% of MRC
≥ 4 hours to < 8 hours	10% of MRC
≥ 8 hours to < 16 hours	15% of MRC
≥ 16 hours to < 24 hours	20% of MRC
≥ 24 hours	25% of MRC

6. **Chronic Outage.** If three (3) or more separate times during a thirty (30) consecutive day period, an Affected Port experiences a Layer 2 VPN Service Interruption for a period greater than eight (8) consecutive hours, ("Chronic Outage"), subject to Section 11 below, Customer may terminate the Affected Port(s) without charge or payment of any termination charges otherwise provided in the Agreement, provided Customer complies with the notification process described in this Section 6. Within thirty (30) days of the occurrence of the third Chronic Outage, Customer shall notify Cox in writing of its election to terminate the Affected Port(s) and the Affected Port(s) shall be terminated upon Cox's receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the third Chronic Outage, of its intent to terminate the Affected Port(s), then Customer shall be deemed to have waived its right to terminate the Affected Port(s) under this Section 6 until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section 6, neither party shall have any further rights, obligations, or liabilities to the other party with respect to such terminated Affected Port(s), except those accrued through the termination date, and that expressly survive termination of this Agreement.

7. **Service Quality.** "Service Quality" is defined as the measurement of network performance characteristics which include, Latency, Data Delivery Ratio and Jitter (each as defined below for both the Network Core and Access to the Core). Service Quality is influenced by both the distance classification of the offering and the Class of Service ("CoS") provisioned and are measured for a given network segment. Measurement is only included for "in-profile" (conform to the performance attributes of the Layer 2 VPN Services) at both the ingress and egress UNIs of any given EVC. All "Service Quality" metrics in this Section 7 are objectives only.

Service Quality Measurement Network Segments:

(i) **Core Network Measurements:**

(i) "Core Latency", as it relates to the Layer 2 VPN Services, is a measure of Cox Network Core delay within a given network segment, region or distance band, as the average round trip interval of time it takes during the applicable calendar month for Ethernet Service Frame to transverse between all selected pairs of Cox network nodes within a given Network Core region. The Core Latency objective designated by CoS traffic is set forth in Table 2.0, averaged on a monthly basis.

(ii) Core Data Delivery Ratio ("Core DDR"), as it relates to the Layer 2 VPN Services, is the average round trip data delivery percentage for a given Network Core segment, calculated by dividing data received by data delivered and multiplying by 100. Data delivered is the number of Ethernet Service Frames delivered in a given calendar

month by Cox from an ingress router at a Cox network device in the given Network Core segment for delivery to an egress router at another specific Cox network node in the region and returned to the same ingress router. The Core DDR objective designated by CoS traffic is set forth in Table 2.0, averaged on a monthly basis.

- (iii) "Core Jitter", as it relates to the Layer 2 VPN Services, is a measure of the Cox Ethernet Service Frames delay variation within a given Network Core region during a given calendar month, as is the average difference in the interval of time for selected pairs of Ethernet Service Frames that transverse between pairs of Cox network nodes in a given core network segment. The Core Jitter objective designated by CoS is set forth in Table 2.0, averaged on a monthly basis.

(ii) **Access to Core Network Measurements:**

1. "Access Latency" as it relates to the Layer 2 VPN Services, is the time elapsed from when the first bit of an Ethernet Service Frame enters the UNI to when the last bit returns to the same UNI after the Ethernet Service Frame has transversed the Access to Core network on a round trip basis. The Access Latency objective designated by CoS is set forth in Table 2.0, averaged on a monthly basis.
2. Access Data Delivery Ratio ("Access DDR"), as it relates to the Layer 2 VPN Services, is the percentage of Ethernet Service Frames that successfully traverse the Access to Core network segment on a round trip basis. The Access DDR objective designated by CoS is set forth in Table 2.0, averaged on a monthly basis.
3. "Access Jitter" as it relates to the Layer 2 VPN Services, is a measure of the Cox Ethernet Service Frame delay variation within an Access to Core network segment during a given calendar month, and is the average difference in the interval of time for selected pairs of Ethernet Service Frames that transverse the Access to Core network segment on a round trip basis. The Access Jitter objective designated by CoS is set forth in Table 2.0, averaged on a monthly basis.

(c) **Service Quality Objectives ("Table 2.0").** The following table sets forth Cox network objectives for Layer 2 VPN Service Availability, Data Delivery Ratio, Latency and Jitter for four (4) regional classifications and three (3) access to core network segments objectives based upon CoS:

Table 2.0

Network Segment	Region / Distance band	CoS	Service Availability	Data Delivery Ratio (two way)	Latency (two way)	Jitter (two way)
Access to Core	Fiber based VPN access	Real Time	99.99% (< 4 min/mo)	99.9%	10 ms.	2 ms.
		Interactive			12 ms.	3 ms.
		Priority Data			16 ms.	N/A
		Best Effort			N/A	N/A
	HFC based VPN access	Priority Data	99.9% (< 43 min/mo)	99.75%	16 ms.	N/A
Network Core	TYPE II	Priority Data	99.9% (< 43 min/mo)	N/A	N/A	N/A
	Metro (<155 miles)	Real Time	99.995% (< 2 min/mo)	99.99%	10 ms.	2 ms.
		Interactive			12 ms.	3 ms.
		Priority Data			16 ms.	N/A
		Best Effort			N/A	N/A
	State (<400miles)	Real Time	99.995% (< 2 min/mo)	99.99%	20 ms.	2 ms.
		Interactive			22 ms.	3 ms.
		Priority Data			26 ms.	N/A
		Best Effort			N/A	N/A
	Regional (<755miles)	Real Time	99.995% (< 2 min/mo)	99.99%	30 ms.	2 ms.
		Interactive			32 ms.	3 ms.
		Priority Data			36 ms.	N/A
		Best Effort			N/A	N/A
	National (<4,349miles)	Real Time	99.99% (< 4 min/mo)	99.985%	50 ms.	2 ms.
		Interactive			52 ms.	3 ms.
		Priority Data			56 ms.	N/A
		Best Effort			N/A	N/A

8. **Layer 2 VPN Service Response and Resolution.** In the event Cox receives a Trouble Report (defined below) from Customer, Cox will initiate action to clear the trouble within approximately thirty (30) minutes. If the Trouble Report is the result of an electronic

component failure, the estimated restoration time is four (4) hours. If the Trouble Report is the result of a cable or fiber failure or any other issue, the estimated restoration time is eight (8) hours.

9. **Customer Responsibilities / Trouble Reports.** Cox will maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customer to report Layer 2 VPN Service issues, including troubles, outages or Layer 2 VPN Service Interruptions. Customer shall call Trouble Reports to the telephone number provided by Customer's local market sales representative. A "Trouble Report" means any report made by Customer relating to the Layer 2 VPN Services or the equipment provided by Cox.

Cox will investigate the Trouble Report and assign a trouble ticket number. To qualify for any Service Credit(s), Customer must request, in writing, a Service Credit within thirty (30) calendar days of a qualifying Trouble Report. Cox will be the only party to determine (in its reasonable discretion) whether Cox has not met any of the SLA terms specified herein and whether a Service Credit is to be issued. The parties shall cooperate with one another reasonably and in good faith at all times in testing, determining and verifying that a qualifying Layer 2 VPN Service Interruption or other issue related to this SLA has occurred.

10. **Layer 2 VPN Service Installation Intervals.**

(b) **Layer 2 VPN Service Installation and Availability.** Cox will make commercially reasonable efforts to install, provision and make the Layer 2 VPN Services available for Customer's use within ten (10) business days of the installation date if explicitly defined in the Agreement, if any ("Estimated Install Date"). Layer 2 VPN Service shall be deemed as available upon Cox's installation of the equipment and facilities necessary to provide Customer the Layer 2 VPN Services.

I. **Installation Delay Credit.** Cox shall provide Customer with an Installation Delay Credit if the Layer 2 VPN Services are not available for Customer's use within ten (10) business days of the Estimated Install Date. In this event, Cox will provide an "Installation Delay Credit" of One Hundred Percent (100%) off the standard nonrecurring charge ("NRC") paid by Customer for the portion of the Layer 2 VPN Service that was unavailable. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing Layer 2 VPN Services to Customer.

II. **Exceptions to Installation Delay Credits.** Installation Delay Credits shall not be provided for installation delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inabilities or difficulties of Cox to access Customer's premises; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; (iv) due to any delays in obtaining any necessary permits, licenses, pole attachment agreements, rights of way, or other access or property rights; (v) due to any causes addressed in Section 11; or (vi) due to Force Majeure events.

11. **Exceptions and Limitations to Service Credit.**

(a) **Exceptions.** Service Credits shall not be provided for any Layer 2 VPN Service Interruptions or failures to meet the Layer 2 VPN Service Availability, Service Quality objectives, estimated restoration time, Estimated Install Date, or any other term or objective specified in this SLA: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy or any misconduct or accident of the Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; (vii) due to Customer's failure to release the Layer 2 VPN Service for testing and/or repair to Cox; or (viii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the Layer 2 VPN Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages; (vii) delays in obtaining permits or other approvals from governmental authorities for construction or Layer 2 VPN Services provisioning, or (viii) any other causes beyond the reasonable control of Cox. In addition, Service Credits shall not apply (a) if Customer is entitled to any other available credits, compensation or remedies under the Agreement for the same Layer 2 VPN Service Interruption, Service Quality issue, deficiency, degradation, delay, or any other issue (b) for Layer 2 VPN Service Interruptions, Service Quality issues, deficiencies, degradations, delays, or issues not reported by Customer to Cox within a reasonable period of time, not to exceed thirty (30) days from when it started, (c) where Customer reports a Layer 2 VPN Service Interruption, Service Quality, or any other issue or failure of Cox to meet any other objective in this SLA, but Cox does not find any such issue, (d) to any Service locations served via a third party (i.e. Type-II site), or (e) to any service not provided under the Agreement even if the service is provided by a Cox affiliate or subsidiary. For any Layer 2 VPN Service locations served via a third party, Cox may pass through any Layer 2 VPN Service credits it receives from the third party associated with any Layer 2 VPN Service Interruption not to exceed the Service Credit amount.

- (b) Limitations. With respect to all Service Credits under this SLA, no Service Credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement (other than a past due balance arising from a bona fide dispute of which Customer has notified Cox); or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer's combined Service Credits for any and all issues and any failure to meet any objective in this SLA, including, without limitation, Layer 2 VPN Service Interruptions, Service Quality issues, and Installation Delay Credits shall be no more than one (1) full MRC for the affected Layer 2 VPN Services. The calculation of credits under this SLA are exclusive of any applicable taxes, fees, or surcharges charged to the Customer or collected by Cox. All claims for Service Credits must be initiated by the Customer and are subject to review and verification by Cox. For the avoidance of doubt, Cox and Customer agree that Customer's sole and exclusive remedy for any Layer 2 VPN Service Interruptions, installation delays, Service Quality issues, missed repair objectives, service degradations, or any other outages or issues related to the Layer 2 VPN Services provided under the Agreement shall be strictly limited to the Chronic Outage termination rights, the Service Credits or the Installation Delay Credit, as applicable, as set forth in this SLA.



Cox Optical Internet

Service Level Agreement

1. **Scope.** This Service Level Agreement ("SLA") is incorporated into the Commercial Services Agreement or Master Services Agreement ("Agreement") by and between Cox and Customer, each as defined in the Agreement. The performance standards and service levels set forth in this SLA are Cox's objectives with respect to the Cox Optical Internet Services ("COI Services") provided to the Customer.

2. **COI Service Availability.** Cox's objective is to make the COI Services available for Customer's use at least (i) Ninety-Nine and Ninety-Nine One-Hundredths Percent (99.99%) of the time with respect to the on-net portion of the circuit and (ii) Ninety-Nine and Nine-Tenths Percent (99.9%) of the time with respect to the portion of COI Services or circuits obtained by Cox from third party carriers, commonly known as "Type II" (collectively and individually, (i) and (ii) shall be referred to as "COI Service Availability"). COI Service Availability, is the ability to transmit data from the Cox demarcation point at the Customer location to a Regional Data Center ("RDC") on the Cox IP backbone. COI Service Availability does not mean the Customer will be able to reach any site or user on the Internet, nor does it mean any site or user on the Internet can reach the Customer, as there are many factors, outside of Cox's control, that can affect an end-to-end connection. The COI Service Availability is calculated by dividing the number of minutes that the COI Services are available for Customer's use by the total number of minutes in any calendar month multiplied by one hundred (100). Unavailability of the COI Services due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the COI Service Availability objective. For example, if the COI Services experience an outage for one (1) day due to a Force Majeure event, and otherwise experience no other outage or COI Service Interruption during the applicable month, Cox will be deemed to have met the COI Service Availability performance standard and no Service Credit(s) (as defined below) will be provided.

3. **COI Service Interruption.** A "COI Service Interruption" is a loss of signal to the Customer that results in a total disruption of COI Service beyond the COI Service Availability level. Any COI Service Interruption, outage, degradation of COI Service, or failure to meet any objective stated in this SLA is not a default or breach under the Agreement, but may entitle Customer to a Service Credit (as defined below) for a qualifying COI Service Interruption. A COI Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox's Network Operations Center ("NOC") under the methods and procedures set forth in Section 7 of this

SLA and ends when Cox restores the COI Services to Customer.

4. **COI Service Response and Resolution.** In the event Cox receives a Trouble Report (defined below) from Customer, Cox will initiate action to clear the trouble within approximately thirty (30) minutes. If the Trouble Report is the result of an electronic component failure, the estimated restoration time is four (4) hours. If the Trouble Report is the result of a cable or fiber failure or any other issue, the estimated restoration time is eight (8) hours.

5. **Service Credits.** The following are each types of "Service Credits" which may be available to Customer as described below and subject to all limitations in the SLA, including Section 9:

(a) **COI Service Interruption Service Credit.** The available Service Credit for a COI Service Interruption is identified in the table below as a percentage of the monthly recurring charge ("MRC") for the portion of the affected COI Services experiencing a qualifying COI Service Interruption. Service Credits are not cumulative (e.g. if a qualifying COI Service Interruption lasted 20 hours, Customer will receive a credit equal to 20% of the MRC for the portion of the COI Services experiencing a COI Service Interruption, but Customer does not also receive a separate Service Credit for the "≥ 30 min. to < 4 hours", "≥ 4 hours to < 8 hours" and "≥ 8 hours to < 16 hours" timeframes identified in the table below.) The amount of the Service Credit shall be as follows:

<i>COI Services Interruption Length</i>	<i>Credit of the MRC for the portion of COI Services experiencing a COI Service Interruption</i>
≥ 30 min. to < 4 hours	5% of applicable MRC
≥ 4 hours to < 8 hours	10% of applicable MRC
≥ 8 hours to < 16 hours	15% of applicable MRC
≥ 16 hours to < 24 hours	20% of applicable MRC
≥ 24 hours	25% of applicable MRC

(b) **Network Latency Service Credit.** Network Latency, as it relates to COI Services, is defined by Cox as the round-trip delay for a packet to travel between two Regional Data Centers ("RDCs") on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network ("Network Latency"). The average monthly round-trip delay is measured in

milliseconds. The Cox Network Latency Service Level for COI Service is Fifty (50) milliseconds or less. Network Latency due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Network Latency. Network performance statistics and methodology related to the Cox Network Latency for COI Service are posted at the following location:

<https://www.cox.com/business/networking/svpn.html>.

If the Cox Network Latency Service Level for COI Service is greater than fifty (50) Milliseconds in a calendar month, the available Service Credit equals Ten Percent (10%) of the MRC for the affected COI Services for any Network Latency in a calendar month.

(c) **Data Delivery Service Credit.** Data Delivery Rate, as it relates to COI Services, is defined by Cox as the percentage of packets delivered during a transmission between two RDCs on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network ("Data Delivery Rate"). The average monthly packet delivery is measured in percentage of packets delivered per One Hundred (100) and shall be Ninety-Nine and Nine-Tenths Percent (99.9%) or greater, averaged on a monthly basis. Non-delivery of packets due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Data Delivery Rate.

Network performance statistics and methodology related to the Cox Data Delivery Rate for COI Services are posted at the following location:

<https://www.cox.com/business/networking/svpn.html>

If the Data Delivery Rate for COI Services in a calendar month is less than Ninety-Nine and Nine-Tenths Percent (99.9%), the available Service Credit equals Ten Percent (10%) of the MRC for portion of the affected COI Services for any Data Delivery Rate issues in a calendar month.

6. **Chronic Outage.** If three (3) or more separate times during a thirty (30) consecutive day period, the COI Services experience a COI Service Interruption for a period greater than eight (8) consecutive hours, ("Chronic Outage") subject to Section 9 below, Customer may terminate the affected circuit(s) without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section 6. Within thirty (30) days of the occurrence of the third Chronic Outage, Customer shall notify Cox in writing of its election to terminate the circuit(s) and the circuit(s) shall be terminated upon Cox's receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the third Chronic Outage, of its intent to terminate the circuit(s), then Customer shall be deemed to have waived

its right to terminate the circuit(s) under this Section 6 until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section 6, neither party shall have any further rights, obligations, or liabilities to the other party with respect to such terminated affected circuit(s), except those accrued through the termination date, and that expressly survive termination of this Agreement.

7. **Customer Responsibilities / Trouble Reports.**

Cox will maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customer to report COI Service troubles, including COI Service Interruptions, Network Latency, and Data Delivery Rate issues. Customer shall call Trouble Reports to the telephone number provided by Customer's local market sales representative. A "Trouble Report" means any report made by Customer to Cox relating to the COI Services or the equipment provided by Cox.

Cox will investigate the Trouble Report and assign a trouble ticket number. To qualify for any Service Credit(s), Customer must request, in writing, a Service Credit within thirty (30) calendar days of a qualifying Trouble Report. Cox will be the only party to determine (in its reasonable discretion) whether Cox has not met any of the SLA terms specified herein and whether a Service Credit is to be issued. The parties shall cooperate with one another reasonably and in good faith at all times in testing, and verifying that a qualifying COI Service Interruption, Network Latency, and/or Data Delivery Rate issue has occurred.

8. **COI Service Installation Delays**

(a) **COI Service Installation and Availability.** Cox will make commercially reasonable efforts to install, provision and make the COI Services available for Customer's use within ten (10) business days of the installation date if explicitly defined in the Agreement, if any ("Estimated Install Date"). COI Service shall be deemed as available upon Cox's installation of the equipment and facilities necessary to provide Customer the COI Services.

(b) **Installation Delay Credit.** Cox shall provide Customer with an Installation Delay Credit if the COI Services are not available for Customer's use within ten (10) business days of the Estimated Install Date. In this event, Cox will provide an "Installation Delay Credit" of One Hundred Percent (100%) off the standard nonrecurring charge ("NRC") paid by Customer for the portion of the COI Service that was unavailable. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing COI Services to Customer.

(c) **Exceptions to Installation Delay Credits.** Installation Delay Credits shall not be provided for installation delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to

inabilities or difficulties of Cox to access Customer's premises; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; (iv) due to any delays in obtaining any necessary permits, licenses, pole attachment agreements, rights of way, or other access or property rights; (v) due to any causes addressed in Section 9; or (vi) due to Force Majeure events.

9. Exceptions and Limitations to Service Credit.

(a) **Exceptions.** Service Credits shall not be provided for any COI Service Interruptions or failures to meet the COI Service Availability, Data Delivery Rate, or Network Latency objectives, estimated restoration time, Estimated Install Date, or any other term specified in this SLA: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy or any misconduct or accident of the Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; (vii) due to Customer's failure to release the COI Service for testing and/or repair to Cox; or (viii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the COI Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages; (vii) delays in obtaining permits or other approvals from governmental authorities for construction or COI Services provisioning, or (viii) any other causes beyond the reasonable control of Cox. In addition, Service Credits shall not apply (a) if Customer is entitled to any other available credits, compensation or remedies under the Agreement for the same COI Service Interruption,

deficiency, degradation, delay, or issue (b) for COI Service Interruptions, deficiencies, degradations, delays, or issues not reported by Customer to Cox within a reasonable period of time, not to exceed thirty (30) days from when it started, (c) where Customer reports a COI Service Interruption, Network Latency and/or Data Delivery Rate issue, but Cox does not find any such issue, (d) to any Service locations served via a third party (i.e. Type-II site), or (e) to any service not provided under the Agreement even if the service is provided by a Cox affiliate or subsidiary. For any COI Service locations served via a third party, Cox may pass through any COI Service credits it receives from the third party associated with any COI Service Interruption not to exceed the Service Credit amount.

(b) **Limitations.** With respect to all Service Credits under this SLA, no Service Credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement (other than a past due balance arising from a bona fide dispute of which Customer has notified Cox); or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer's combined Service Credits for Network Latency and Data Delivery Rate shall not exceed ten percent (10%) of the MRC for the affected COI Services. Furthermore, in any calendar month, Customer's combined Service Credits for any and all issues, including, without limitation, Network Latency, Data Delivery Rate, Service Interruptions, and Installation Delay Credits shall be no more than one (1) full MRC for the affected COI Services. The calculation of credits under this SLA are exclusive of any applicable taxes, fees, or surcharges charged to the Customer or collected by Cox. All claims for Service Credits must be initiated by the Customer and are subject to review and verification by Cox. For the avoidance of doubt, Cox and Customer agree that Customer's sole and exclusive remedy for any COI Service Interruptions, installation delays, missed Data Delivery Rate, missed Network Latency, missed repair objectives, service degradations, or any other outages or issues related to the COI Services provided under the Agreement shall be strictly limited to the Chronic Outage termination right, the Service Credits or the Installation Delay Credit, as applicable, as set forth in this SLA.

Cox Business Internet

Service Level Agreement

1. **Scope.** This Service Level Agreement ("SLA") is incorporated into the Commercial Services Agreement or Master Services Agreement ("Agreement") by and between Cox and the Customer, each as defined in the Agreement. The performance standards and service levels set forth in this SLA are Cox's objectives with respect to the Cox Business Internet services ("CBI Services") provided to the Customer.

2. **CBI Service Availability.** Cox's objective is to make the CBI Services available for Customer's use as provided under the Agreement at **least ninety-nine and nine-tenths percent (99.9%)** of the time ("CBI Service Availability"). CBI Service Availability is the ability to transmit data from the Cox demarc at the Customer location to a Regional Data Center ("RDC") on the Cox IP backbone. CBI Service Availability does not mean the Customer will be able to reach any site or user on the Internet, nor does it mean any site or user on the Internet can reach the Customer, as there are many factors, outside of Cox's control, that can affect an end-to-end connection. The CBI Service Availability is calculated by dividing the number of minutes that the CBI Services are available for Customer's use by the total number of minutes in any calendar month multiplied by one hundred (100). Unavailability of the CBI Services due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the CBI Service Availability objective. For example, if the CBI Services experience an outage for one (1) day due to a Force Majeure event, and otherwise experience no other outage or CBI Service Interruption during the applicable month, Cox will be deemed to have met the CBI Service Availability performance standard.

3. **CBI Service Interruption.** A "CBI Service Interruption" is a loss of signal to the Customer that results in a total disruption of CBI Service beyond the CBI Service Availability level and lasts for eight (8) or more hours. Any CBI Service Interruption, outage, degradation of CBI Service, or failure to meet any objective stated in this SLA is not a default or breach under the Agreement, but may entitle Customer to a Service Credit (as defined below) for a qualifying CBI Service Interruption. A CBI Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox's Network Operations Center ("NOC") under the methods and

procedures set forth in Section 7 of this SLA and ends when Cox restores the CBI Services to Customer.

4. **CBI Service Response and Resolution.** In the event Cox receives a Trouble Report (defined below) from Customer, Cox will initiate action to clear the trouble within approximately thirty (30) minutes. If the Trouble Report is the result of an electronic component failure, the estimated restoration time is four (4) hours. If the Trouble Report is the result of a cable or fiber failure or any other issue, the estimated restoration time is eight (8) hours.

5. **Service Credits.** The following are types of "Service Credits" which may be available to Customer as described below and subject to all limitations in the SLA, including Section 9:

(a) **CBI Service Interruptions Service Credit.** The "Service Credit" available for a qualifying CBI Service Interruption is ten percent (10%) of the monthly recurring charges ("MRC") for the portion of the affected CBI Service experiencing any qualifying CBI Service Interruption(s) in an applicable calendar month.

(b) **Network Latency Service Credit.** Network Latency, as it relates to CBI Services, is defined by Cox as the round-trip delay for a packet to travel between two RDCs on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network ("Network Latency"). The average monthly round-trip delay is measured in milliseconds. The Cox Network Latency Service Level for CBI Service Level is Fifty (50) milliseconds or less. Network Latency due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Network Latency. Network performance statistics and methodology related to the Cox Network Latency for CBI Service are posted at the following location:
<https://www.cox.com/business/networking/svpn.html>
 If the Cox Network Latency Service Level for CBI Services is greater than fifty (50) Milliseconds in a calendar month, the available Service Credit equals Ten Percent (10%) of the MRC for the affected CBI Services for any Network Latency in a calendar month.

(c) **Data Delivery Service Credit.** Data Delivery Rate, as it relates to CBI Services, is defined by Cox as the percentage of packets delivered during a transmission between two RDCs on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network ("Data Delivery Rate"). The average monthly packet delivery is measured in percentage of packets delivered per One Hundred (100) and the objective rate is Ninety-Nine And Nine-Tenths Percent (99.9%) or greater, averaged on a monthly basis. Non-delivery of packets due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Data Delivery Rate.

Network performance statistics and methodology related to the Cox Data Delivery Rate for CBI Service is posted at the following location:

<https://www.cox.com/business/networking/svpn.html>.

If the Data Delivery Rate for CBI Service in a calendar month is less than Ninety-Nine And Nine-Tenths Percent (99.9%), the available Service Credit equals Ten Percent (10%) of the MRC for portion of the affected CBI Services for any Data Delivery Rate issues in a calendar month.

6. **Chronic Outage.** If three (3) or more separate times during a thirty (30) consecutive day period, the CBI Services experience a CBI Service Interruption for a period greater than eight (8) consecutive hours, ("Chronic Outage"), subject to Section 9 below, Customer may terminate affected circuit(s) without charge or payment of any termination charges otherwise provided in the Agreement, provided Customer complies with the notification process described in this Section 6. Within thirty (30) days of the occurrence of the third Chronic Outage, Customer shall notify Cox in writing of its election to terminate the affected circuit(s) and the circuit(s) shall be terminated upon Cox's receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the third Chronic Outage, of its intent to terminate the circuit(s), then Customer shall be deemed to have waived its right to terminate the circuit(s) under this Section 6 until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section 6, neither party shall have any further rights, obligations, or liabilities to the other party with respect to such terminated

affected circuit(s), except those accrued through the termination date, and that expressly survive termination of this Agreement.

7. **Customer Responsibilities / Trouble Reports.** Cox will maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customer to report CBI Service troubles, including CBI Service Interruptions, Network Latency, and Data Delivery Rate issues. Customer shall call Trouble Reports to the telephone number provided by Customer's local market sales representative. A "Trouble Report" means any report made by Customer to Cox relating to the CBI Services or the equipment provided by Cox.

Cox will investigate the Trouble Report and assign a trouble ticket number. To qualify for any Service Credit(s), Customer must request, in writing, a Service Credit within thirty (30) calendar days of a qualifying Trouble Report. Cox will be the only party to determine (in its reasonable discretion) whether Cox has not met any of the SLA terms specified herein and whether a Service Credit is to be issued. The parties shall cooperate with one another reasonably and in good faith at all times in testing, determining and verifying that a qualifying CBI Service Interruption, Network Latency, and/or Data Delivery Rate issue has occurred.

8. **CBI Service Installation Delays.**

(a) **CBI Service Installation and Availability.** Cox will make commercially reasonable efforts to install, provision and make the CBI Services available for Customer's use within ten (10) business days of the installation date if explicitly defined in the Agreement, if any ("Estimated Install Date"). CBI Service shall be deemed as available upon Cox's installation of the equipment and facilities necessary to provide Customer the CBI Services.

(b) **Installation Delay Credit.** Cox shall provide Customer with an Installation Delay Credit if the CBI Services are not available for Customer's use within ten (10) business days of the Estimated Install Date. In this event, Cox will provide an "Installation Delay Credit" of One Hundred Percent (100%) off the standard nonrecurring charge ("NRC") paid by Customer for the portion of the CBI Service that was unavailable. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing CBI Services to Customer.

(c) **Exceptions to Installation Delay Credits.** Installation Delay Credits shall not be provided for

installation delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inabilities or difficulties of Cox to access Customer's premises; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; (iv) due to any delays in obtaining any necessary permits, licenses, pole attachment agreements, rights of way, or other access or property rights; (v) due to any causes addressed in Section 9; or (vi) due to Force Majeure events.

9. Exceptions and Limitations to Service Credit.

Exceptions. Service Credits shall not be provided for any CBI Service Interruption or failures to meet the CBI Service Availability, Data Delivery Rate or Network Latency objectives, estimated restoration time, Estimated Install Date, or any other term specified in this SLA: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy or any misconduct or accident of the Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; (vii) due to Customer's failure to release the CBI Service for testing and/or repair to Cox, or (viii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the CBI Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages; (vii) delays in obtaining permits or other approvals from governmental authorities for construction or CBI Services provisioning; or (viii) any other causes beyond the reasonable control of Cox. In addition, Service Credits shall not apply (a) if Customer is entitled to any other available credits,

compensation or remedies under the Agreement for the same CBI Service Interruption, deficiency, degradation, delay, or issue (b) for CBI Service Interruptions, deficiencies, degradations, delays, or issues not reported by Customer to Cox within a reasonable period of time, not to exceed thirty (30) days from when it started, (c) where Customer reports a CBI Service Interruption, Network Latency and/or Data Delivery Rate issue, but Cox does not find any such issue, (d) to any Service locations served via a third party (i.e. Type-II site), or (e) to any service not provided under the Agreement even if the service is provided by a Cox affiliate or subsidiary. For any CBI Service locations served via a third party, Cox may pass through any CBI Service credits it receives from the third party associated with any CBI Service Interruption not to exceed the Service Credit amount.

(b). **Limitations.** With respect to all Service Credits under this SLA, no Service Credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement (other than a past due balance arising from a bona fide dispute of which Customer has notified Cox); or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer's combined Service Credits for Network Latency and Data Delivery Rate shall not exceed ten percent (10%) of the MRC for the affected CBI Services. Furthermore, in any calendar month, Customer's combined Service Credits for any and all issues, including, without limitation, Network Latency, Data Delivery Rate, Service Interruptions, and Installation Delay Credits shall be no more than one (1) full MRC for the affected CBI Services. The calculation of credits under this SLA are exclusive of any applicable taxes, fees, or surcharges charged to the Customer or collected by Cox. All claims for Service Credits are subject to review and verification by Cox. For the avoidance of doubt, Cox and Customer agree that Customer's sole and exclusive remedy for any CBI Service Interruptions, installation delays, missed Data Delivery Rate, missed Network Latency, missed repair objectives, service degradations, or any other outage or issue related to the CBI Services provided under the Agreement shall be strictly limited to the Chronic Outage termination right, the Service Credits or the Installation Delay Credit, as applicable, as set forth in this SLA.

Cox Response to Fairfax County Public Schools

Cox MPLS IP-VPN

Service Level Agreement

- **Scope.** This Service Level Agreement ("SLA") is incorporated into the Commercial Services Agreement or Master Services Agreement ("Agreement") by and between Cox and Customer, each as identified in the Agreement. The performance standards and service levels set forth in this SLA are Cox's objectives with respect to the Cox MPLS IP-VPN Service ("MPLS IP-VPN Service") provided to the Customer.
- **MPLS IP-VPN Service Description.**
 - (i) **MPLS IP-VPN Service Elements:** The MPLS IP-VPN Service consists of a port (a "Port"), a virtual circuit (a "VC"), and a demarcation point (the "Demarc"). A Demarc may be a Cox provided physical device or a logical point of demarcation as defined by Cox.
 - (ii) **Network Segments:** For purposes of this SLA, there are three network segments for the MPLS IP-VPN Services:
 - 1. Core Network:** A provider edge router to provider edge router segment whose metrics consist of all VCs within a given a geographic boundary for a multipoint service topology. Core network segment metrics for point-to-point service topologies are circuit specific measurements. Geographic boundaries include metro, state, regional and national as shown in Table 2.0 in Section 7.
 - 2. Access to Core:** A customer edge Demarc to provider edge Core Network segment, commonly referred to as a "local loop". Access to Core segment performance metrics are circuit specific service quality metrics.
 - 3. TYPE II:** Any portion of the MPLS IP-VPN Services or circuits obtained by Cox from third party carriers are not subject to any Service Quality (as defined below) or any other SLA terms.
 - (iii) **Service Topology:** Services are configured in either a multipoint or a point-to-point configuration.
 - (iv) **"End to End" SLA:** For purposes of "End to End" SLA service calculation for MPLS IP-VPN Services, the concatenation of access to core, core network and access to core can be used. Specifically:
 - (g) "End to End" Delay = Access to core Delay + Core Delay + Access to core Delay
 - (h) "End to End" DDR = Access to core DDR * Core DDR * Access to core DDR
 - (i) "End to End" Jitter = Higher value jitter metric for either Access to core Jitter or Core Jitter
- 3. MPLS IP-VPN Service Availability.** "MPLS IP-VPN Service Availability" is the ability to send or receive packets via a given Port inclusive of the local loop and Demarc. Cox's objective is to make the MPLS IP-VPN Services available for Customer's use with respect to the Core Network and Access to the Core network as described in Table 2.0 in Section 7 below. The MPLS IP-VPN Service Availability is calculated by dividing the number of minutes a Port is available for Customer's use by the total number of minutes in any calendar month and multiplying by One Hundred (100). Unavailability of the MPLS IP-VPN Services due to the reasons or causes set forth in Section 11 of this SLA shall not be included in determining whether Cox has met the MPLS IP-VPN Service Availability objective. For example, if a Port experiences an outage for one (1) day due to a Force Majeure event, and otherwise experiences no other outage or MPLS IP-VPN Service Interruption during the applicable month, Cox will be deemed to have met the MPLS IP-VPN Service Availability performance standard and no Service Credit(s) (as defined below) will be provided.
- 4. MPLS IP-VPN Service Interruption.** A "MPLS IP-VPN Service Interruption" is an interruption of a Port ("Affected Port") that results in the total disruption of the MPLS IP-VPN Services delivered over the Affected Port. Any MPLS IP-VPN Service Interruption, outage, degradation of MPLS IP-VPN Service, or failure to meet any objective stated in this SLA is not a default or breach under the Agreement, but may entitle Customer to a Service Credit (as defined below) for a qualifying MPLS IP-VPN Service Interruption. A MPLS IP-VPN Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox's Network Operations Center ("NOC") under the methods and procedures set forth in Section 9 of this SLA and ends when Cox restores the MPLS IP-VPN Services to Customer.
- 5. MPLS IP-VPN Service Response and Resolution.** In the event Cox receives a Trouble Report (defined below) from Customer, Cox will initiate action to clear the trouble within approximately thirty (30) minutes. If the Trouble Report is the result of an electronic component failure, the estimated restoration time is four (4) hours. If the Trouble Report is the result of a cable or fiber failure or any other issue, the estimated restoration time is eight (8) hours.

Cox Response to Fairfax County Public Schools

6. **Service Credits.** The following are each types of "Service Credits" which may be available to Customer as described below and subject to all limitations in the SLA, including Section 11:

MPLS IP-VPN Service Interruption Credits. The available Service Credit for an MPLS IP-VPN Service Interruption is identified in the table below as a percentage of the monthly recurring charge ("MRC") for the portion of the affected MPLS IP-VPN Services associated with the Affected Port and experiencing a qualifying MPLS IP-VPN Service Interruption. Service Credits are not cumulative (e.g. if a qualifying MPLS IP-VPN Service Interruption lasted 20 hours, Customer will receive a credit equal to 20% of the MRC for the portion of the MPLS IP-VPN Services experiencing a MPLS IP-VPN Service Interruption, but Customer does not also receive a separate Service Credit for the "≥ 30 min. to <4 hours", "≥ 4 hours to < 8 hours" and "≥ 8 hours to < 16 hours" timeframes identified in the table below.) The amount of the Service Credit shall be as follows:

MPLS IP-VPN Services - Table 1.0

<i>MPLS IP-VPN Services Interruption Length</i>	<i>Credit of the MRC for the portion of MPLS IP-VPN Services experiencing a MPLS IP-VPN Service Interruption</i>
≥ 30 min. to < 4 hours	5% of applicable MRC
≥ 4 hours to < 8 hours	10% of applicable MRC
≥ 8 hours to < 16 hours	15% of applicable MRC
≥ 16 hours to < 24 hours	20% of applicable MRC
≥ 24 hours	25% of applicable MRC

7. **Service Quality.** "Service Quality" is defined as the measurement of network performance characteristics which include, Latency, Data Delivery Ratio and Jitter (each as defined below for both the Network Core and Access to Core). Service Quality is influenced by both the distance classification of the offering and the class of service ("CoS") provisioned and are measured for a given network segment. Measurement is only included for "in-profile" (conform to the performance attributes of the MPLS IP-VPN Services) at both the ingress and egress Demarcs of any given VC. All "Service Quality" metrics in this Section 7 are objectives only.

Service Quality Measurement Network Segments:

Core Network Measurements:

"Core Latency", as it relates to the MPLS IP-VPN Services, is a measure of Cox Network Core delay within a given network segment, region or distance band, as the average round trip interval of time it takes during the applicable calendar month for packets to transverse between all selected pairs of Cox network nodes within a given Network Core region. The Core Latency objective designated by CoS traffic is set forth in Table 2.0, averaged on a monthly basis.

Core Data Delivery Ratio ("Core DDR"), as it relates to the MPLS IP-VPN Services, is the average round trip data delivery percentage for a given Network Core segment, calculated by dividing data received by data delivered and multiplying by 100. Data delivered is the number of Packets delivered in a given calendar month by Cox from an ingress router at a Cox network device in the given Network Core segment for delivery to an egress router at another specific Cox network node in the region and returned to the same ingress router. The Core DDR objective designated by CoS traffic is set forth in Table 2.0, averaged on a monthly basis.

"Core Jitter" as it relates to the MPLS IP-VPN Services, is a measure of the Cox packets delay variation within a given Network Core region during a given calendar month, as the average difference in the interval of time for selected pairs of packets that transverse between pairs of Cox network node in a given core network segment. The Core Jitter objective designated by CoS is set forth in Table 2.0, averaged on a monthly basis.

Access to Core Network Measurements:

"Access Latency", as it relates to the MPLS IP-VPN Services, is the time elapsed from when the first bit of a packet enters the Demarc to when the last bit returns to the same Demarc after the packets has transversed the Access to Core network on a round trip basis. The Access Latency objective designated by CoS is set forth in Table 2.0, averaged on a monthly basis.

Cox Response to Fairfax County Public Schools

Access Data Delivery Ratio ("Access DDR") as it relates to the MPLS IP-VPN Services, is the percentage of packets that successfully that traverse the Access to Core network segment on a round trip basis. The Access DDR objective designated by CoS is set forth in Table 2.0, averaged on a monthly basis.

"Access Jitter" as it relates to the MPLS IP-VPN Services, is a measure of the Cox packets delay variation within an Access to Core network segment during a given calendar month, and is the average difference in the interval of time for selected pairs of packets that transverse the Access to Core network segment on a round trip basis. The Access Jitter objective designated by CoS is set forth in Table 2.0, averaged on a monthly basis.

Service Quality Objectives ("Table 2.0"). The following table sets forth Cox network objectives for MPLS IP-VPN Service Availability, Data Delivery Ratio, Latency and Jitter for four (4) regional classifications and three (3) access to Core Network segments objectives based upon CoS.

Table 2.0

Network Segment	Region / Distance band	CoS	Service Availability	Data Delivery Ratio (two way)	Latency (two way)	Jitter (two way)
Access to Core	Fiber based VPN access	Real Time	99.99% (< 4 min/mo)	99.9%	10 ms.	2 ms.
		Interactive			12 ms.	3 ms.
		Priority Data			16 ms.	N/A
		Best Effort		N/A	N/A	N/A
	HFC based VPN access	Priority Data	99.9% (< 43 min/mo)	99.75%	16 ms.	N/A
Network Core	TYPE II	Priority Data	99.9% (< 43 min/mo)	N/A	N/A	N/A
	Metro (<155 miles)	Real Time	99.995% (< 2 min/mo)	99.99%	10 ms.	2 ms.
		Interactive			12 ms.	3 ms.
		Priority Data			16 ms.	N/A
		Best Effort		N/A	N/A	N/A
	State (<400miles)	Real Time	99.995% (< 2 min/mo)	99.99%	20 ms.	2 ms.
		Interactive			22 ms.	3 ms.
		Priority Data			26 ms.	N/A
		Best Effort		N/A	N/A	N/A
	Regional (<755miles)	Real Time	99.995% (< 2 min/mo)	99.99%	30 ms.	2 ms.
		Interactive			32 ms.	3 ms.
		Priority Data			36 ms.	N/A
		Best Effort		N/A	N/A	N/A
	National (<4,349miles)	Real Time	99.99% (< 4 min/mo)	99.985%	50 ms.	2 ms.
		Interactive			52 ms.	3 ms.
		Priority Data			56 ms.	N/A
		Best Effort		N/A	N/A	N/A

8. Chronic Outage. If three (3) or more times during a thirty (30) consecutive day period, a Port experiences a MPLS IP-VPN Service Interruption for a period greater than eight (8) consecutive hours, ("Chronic Outage"), subject to Section 11 below, Customer may terminate the Affected Port without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section 8. Within thirty (30) days of the occurrence of the third Chronic Outage, Customer shall notify Cox in writing of its election to terminate the Affected Port and the Affected Port shall terminate upon Cox's receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the third Chronic Outage, of its intent to terminate, then Customer shall be deemed to have waived its right to terminate the Affected Port under this Section 8 until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section 8, neither party shall have any further rights, obligations, or liabilities to the other party, except those accrued through the termination date, and that expressly survive termination of this Agreement.

9. Customer Responsibilities/Trouble Reports. Cox shall maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customers to report MPLS IP-VPN Service issues, including troubles, outages or MPLS IP-VPN Service Interruptions. Customer shall call

Cox Response to Fairfax County Public Schools

Trouble Reports to the telephone number provided by Customer's local market sales representative. A "Trouble Report" means any report made by Customer to Cox relating to the MPLS IP-VPN Services or the equipment provided by Cox.

Cox will investigate the Trouble Report and assign a trouble ticket number. To qualify for any Service Credit(s), Customer must request, in writing, a Service Credit within thirty (30) calendar days of a qualifying Trouble Report. Cox will be the only party to determine (in its reasonable discretion) whether Cox has not met any of the SLA terms specified herein and whether a Service Credit is to be issued. The parties shall cooperate with one another reasonably and in good faith at all times in testing, determining and verifying that a qualifying MPLS IP-VPN Service Interruption or other issue related to this SLA has occurred.

10. MPLS IP-VPN Service Installation Delays

MPLS IP-VPN Service Installation and Availability. Cox will make commercially reasonable efforts to install, provision and make available the MPLS IP-VPN Services available for Customer's use within ten (10) business days of the installation date if explicitly defined in the Agreement, if any ("Estimated Install Date"). MPLS IP-VPN Service shall be deemed as available upon Cox's installation of the equipment and facilities necessary to provide Customer the MPLS IP-VPN Services.

Installation Delay Credit. Cox shall provide Customer with an Installation Delay Credit if the MPLS IP-VPN Services are not available for Customer's use within ten (10) business days of the Estimated Install Date. In this event, Cox will provide an "Installation Delay Credit" of One Hundred Percent (100%) off the standard nonrecurring charge ("NRC") paid for by Customer for the portion of the MPLS IP-VPN Service that was unavailable. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing MPLS IP-VPN Services to Customer.

Exceptions to Installation Delay Credits. Installation Delay Credits shall not be provided for Installation Delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inabilities or difficulties of Cox to access Customer's premises; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; (iv) due to any delays in obtaining any necessary permits, licenses, pole attachment agreements, rights of way, or other access or property rights; (v) due to any causes addressed in Section 9; or (vi) due to Force Majeure events.

11. Exceptions and Limitations to Service Credit.

Exceptions. Service Credits shall not be provided for any MPLS IP-VPN Service Interruptions or failures to meet the MPLS IP-VPN Service Availability, Service Quality objectives, estimated restoration time, Estimated Install Date, or any other term or objective specified in this SLA specified herein: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy or any misconduct or accident of the Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other customer equipment; (vii) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; or (viii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages; (vii) delays in obtaining permits or other approvals from governmental authorities for construction or MPLS IP-VPN Services provisioning; or (viii) any other causes beyond the reasonable control of Cox. In addition, Service Credits shall not apply (a) if Customer is entitled to any other available credits, compensation or remedies under the Agreement for the same MPLS IP-VPN Service Interruption, deficiency, degradation, delay, or issue (b) for MPLS IP-VPN Service Interruptions, deficiencies, degradations, delays, or issues not reported by Customer to Cox within a reasonable period of time, not to exceed thirty (30) days from when it started, (c) where Customer reports a MPLS IP-VPN Service Interruption, Service Quality, or any other issue or failure of Cox to meet any objective in this SLA, but Cox does not find any such issue, (d) to any Service locations served via a third party (i.e. Type-II site), or (e) to any service not provided under the Agreement even if the service is provided by a Cox affiliate or subsidiary. For any MPLS IP-VPN Service locations served via a third party, Cox may pass through any MPLS IP-VPN Service credits it receives from the third party associated with any MPLS IP-VPN Service Interruption not to exceed the Service Credit amount.

(b) Limitations. With respect to all Service Credits under this SLA, no Service Credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement (other than a past due balance arising from a bona fide dispute of which Customer has notified Cox); or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer's combined Service Credits and Installation Delay Credits for any and all issues and any failure to meet any objective in this SLA, including, without limitation, MPLS IP-VPN Service Interruptions, Service Quality issues and installation delay shall be no more than one (1) full MRC for the affected MPLS IP-VPN Services. The calculation of credits under this SLA are exclusive of any applicable taxes, fees, or surcharges charged to the Customer or collected by Cox. All claims for Service Credits must be initiated by the Customer and are subject to review and verification by Cox. For the avoidance of doubt, Cox and Customer agree that Customer's sole and exclusive remedy for any MPLS IP-VPN Service Interruptions, Service Quality issues, installation delays, missed or any other outages or issues related to the MPLS IP-VPN Services provided under the Agreement shall be strictly limited to the Chronic Outage termination right, the Service Credits or the Installation Delay Credit, as applicable, as set forth in this SLA.

Cox Response to Fairfax County Public Schools

Cox LightWave Service Service Level Agreement

1. **Scope.** This Service Level Agreement ("SLA") is incorporated into the Commercial Services Agreement or Master Services Agreement ("Agreement") by and between Cox and Customer, each as defined in the Agreement. The performance standards and service levels set forth in this SLA are Cox's objectives with respect to the Cox LightWave Services ("LightWave Services") provided to the Customer.

2. **Network and Service Availability.** Cox's objective is to make the LightWave Services available for Customer's use at least (i) Ninety-Nine and Nine-Tenths Percent (99.9%) of the time for standard LightWave Service and (ii) Ninety-Nine and Ninety-Nine One-Hundredths Percent (99.99%) if Customer purchased the LightWave Services with Enhanced Protection Option ("EPO") (collectively and individually, (i) and (ii) shall be referred to as "LightWave Service Availability"). LightWave Service Availability is the ability to transmit or receive data from the Cox demarc at the Customer location. The LightWave Service Availability is calculated by dividing the number of minutes that the Services are available for Customer's use by the total number of minutes in any calendar month and multiplying by one hundred (100). Unavailability of the LightWave Services due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the LightWave Service Availability objective. For example, if the LightWave Services experience an outage for one (1) day due to a Force Majeure event, and otherwise experience no other outage or LightWave Service Interruption during the applicable month, Cox will be deemed to have met the LightWave Service Availability performance standard.

3. **LightWave Service Interruption.** A "LightWave Service Interruption" is a loss of signal to the Customer that results in a total disruption of LightWave Service beyond the LightWave Service Availability level. Any LightWave Service Interruption, outage, degradation of LightWave Service, or failure to meet any objective stated in this SLA is not a default or breach under the Agreement, but may entitle Customer to a Service Credit (as defined below) for a qualifying LightWave Service Interruption. A LightWave Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox's Network Operations Center ("NOC") under the methods and procedures set forth in Section 7 of this SLA and ends when Cox restores the LightWave Services to Customer.

4. **LightWave Service Response and Resolution.** In the event Cox receives a Trouble Report (defined below) from Customer, Cox will initiate action to clear the trouble within approximately thirty (30) minutes. If the Trouble Report is the result of an electronic component failure, the estimated restoration time is four (4) hours. If the Trouble Report is the result of a cable or fiber failure or any other issue, the estimated restoration time is eight (8) hours.

5. **Service Credits.** The available "Service Credit" for a LightWave Service Interruption is identified in the table below as a percentage of the monthly recurring charge ("MRC") for the portion of the affected LightWave Services

experiencing a qualifying LightWave Service Interruption. Service Credits are not cumulative (e.g. if a qualifying LightWave Service Interruption for Standard LightWave Services lasted 20 hours, Customer will receive a Service Credit equal to 20% of the MRC for the portion of the LightWave Services experiencing a LightWave Service Interruption, but Customer does not also receive a separate Service Credit for the "≥30 min. to <4 hours", "≥ 4 hours to < 8 hours" and "≥ 8 hours to < 16 hours" timeframes identified in the table below). The amount of the Service Credit shall be as follows:

Cox LightWave Service – Standard

<i>LightWave Services Interruption Length</i>	<i>Credit of the MRC for the portion of LightWave Services experiencing a LightWave Service Interruption</i>
≥ 30 min. to < 4 hours	5% of MRC
≥ 4 hours to < 8 hours	10% of MRC
≥ 8 hours to < 16 hours	15% of MRC
≥ 16 hours to < 24 hours	20% of MRC
≥ 24 hours	25% of MRC

Cox LightWave Service – EPO

<i>LightWave Services Interruption Length</i>	<i>Credit of the MRC for the portion of LightWave Services experiencing a LightWave Service Interruption</i>
< 30 minutes	None
≥ 30 minutes	50% of MRC

6. **Chronic Outage.** If three (3) or more separate times during a thirty (30) consecutive day period, the LightWave Services experience a LightWave Service Interruption for a period greater than eight (8) consecutive hours, ("Chronic Outage"), subject to Section 9 below, Customer may terminate the affected circuit(s) without charge or payment of any termination charges otherwise provided in the Agreement, provided Customer complies with the notification process described in this Section 6. Within thirty (30) days of the occurrence of the third Chronic Outage, Customer shall notify Cox in writing of its election to terminate the affected circuit(s) and the circuit(s) shall be terminated upon Cox's receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the third Chronic Outage, of its intent to terminate the circuit(s), then Customer shall be deemed to have waived its right to

Cox Response to Fairfax County Public Schools

terminate the circuit(s) under this Section 6 until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section 6, neither party shall have any further rights, obligations, or liabilities to the other party with respect to such terminated affected circuit(s), except those accrued through the termination date, and that expressly survive termination of this Agreement.

7. Customer Responsibilities / Trouble Reports.

Cox will maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customer to report LightWave Service issues, including troubles, outages or LightWave Service Interruptions. Customer shall call Trouble Reports to the telephone number provided by Customer's local market sales representative. A "Trouble Report" means any report made by Customer relating to the LightWave Services or the equipment provided by Cox.

Cox will investigate the Trouble Report and assign a trouble ticket number. To qualify for any Service Credit(s), Customer must request, in writing, a Service Credit within thirty (30) calendar days of a qualifying Trouble Report. Cox will be the only party to determine (in its reasonable discretion) whether Cox has not met any of the SLA terms specified herein and whether a Service Credit is to be issued. The parties shall cooperate with one another reasonably and in good faith at all times in testing, determining and verifying that a qualifying LightWave Service Interruption has occurred.

8. LightWave Service Installation Intervals.

(a) LightWave Service Installation and Availability. Cox will make commercially reasonable efforts to install, provision and make the LightWave Services available for Customer's use within ten (10) business days of the installation date if explicitly defined in the Agreement, if any ("Estimated Install Date"). LightWave Service shall be deemed as available upon Cox's installation of the equipment and facilities necessary to provide Customer the LightWave Services.

(b) Installation Delay Credit. Cox shall provide Customer with an Installation Delay Credit if the LightWave Services are not available for Customer's use within ten (10) business days of the Estimated Install Date. In this event, Cox will provide an "Installation Delay Credit" of One Hundred Percent (100%) off the standard nonrecurring charge ("NRC") paid by Customer for the portion of the LightWave Service that was unavailable. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing LightWave Services to Customer.

(c) Exceptions to Installation Delay Credits. Installation Delay Credits shall not be provided for installation delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inabilities or difficulties of Cox to access Customer's premises; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; (iv) due to any delays in obtaining any necessary permits, licenses, pole attachment agreements, rights of way, or other access or property rights; (v) due to any causes addressed in Section 9; or (vi) due to Force Majeure events.

9. Exceptions and Limitations to Service Credit.

(a) Exceptions. Service Credits shall not be provided for any LightWave Service Interruption or failures to meet the LightWave Service Availability, estimated restoration time, Estimated Install Date, or any other term specified herein (i) caused by Customer, its employees, agents or in this SLA; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy or any misconduct or accident of the Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; (vii) due to Customer's failure to release the LightWave Service for testing and/or repair to Cox, or (viii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the LightWave Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages; (vii) delays in obtaining permits or other approvals from governmental authorities for construction or LightWave Services provisioning; or (viii) any other causes beyond the reasonable control of Cox. In addition, Service Credits shall not apply (a) if Customer is entitled to any other available credits, compensation or remedies under the Agreement for the same LightWave Service Interruption, deficiency, degradation, delay, or issue (b) for LightWave Service Interruptions, deficiencies, degradations, delays, or issues not reported by Customer to Cox within a reasonable period of time, not to exceed thirty (30) days from when it started, (c) where Customer reports a LightWave Service Interruption, but Cox does not find any such issue, (d) to any Service locations served via a third party (i.e. Type-II site), or (e) to any service not provided under the Agreement even if the service is provided by a Cox affiliate or subsidiary. For any LightWave Service locations served via a third party, Cox may pass through any LightWave Service credits it receives from the third party associated with any LightWave Service Interruption not to exceed the Service Credit amount.

(b). Limitations. With respect to all Service Credits under this SLA, no Service Credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement (other than a past due balance arising from a bona fide dispute of which Customer has notified Cox); or (iii) Customer is otherwise not in good financial standing with Cox. Furthermore, in any calendar month, Customer's combined Service Credits for any and all issues, including, without limitation, LightWave Service Interruptions or Installation Delay Credits shall be no more than one (1) full MRC for the affected LightWave Services. The calculation of credits under this SLA are exclusive of any applicable taxes, fees, or surcharges charged to the

Cox Response to Fairfax County Public Schools

Customer or collected by Cox. All claims for Service Credits are subject to review and verification by Cox. For the avoidance of doubt, Cox and Customer agree that Customer's sole and exclusive remedy for any LightWave Service Interruptions,

installation delays, missed repair objectives, service degradations, and any other outage or issue related to the LightWave Services provided under the Agreement shall be strictly limited to the Chronic Outage termination right, the Service Credits or the Installation Delay Credit, as applicable, as set forth in this SLA.

Cox Response to Fairfax County Public Schools

**Service Level Agreement**

I. **Scope.** This Service Level Agreement ("SLA") is incorporated into the Commercial Services Agreement or Master Services Agreement ("Agreement") Cox and Customer. Cox shall endeavor to meet the performance objectives and service levels set forth in this SLA with respect to the Managed WiFi Packages ("M. WiFi Packages") services ("Services") provided to the Customer. To qualify for any credits below, Customer must call in to Cox to request a credit within thirty (30) calendar days of the applicable event.

A. **Service Availability.** Availability, as it relates to the Services, is defined by Cox as the ability to transmit data from the Cox demarc at the Customer location to cloud based WiFi Platform. Cox shall endeavor to make the Services available to Customer as provided under the Agreement for at least ninety-nine and five-tenths percent (99.5%) of the time. This parameter is calculated by dividing the number of minutes that the Services are available for Customer's use by the total number of minutes in any calendar month and multiplying by one hundred (100). Unavailability of the Services due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Services Availability. For example, if the Services experience an outage for one (1) day due to a Force Majeure event, and otherwise experience no other outage or Service Interruption during the applicable month, Cox will be deemed to have met the Service Availability performance standard.

11. **Service Interruption.** A Service Interruption or an outage in Services is not a Default under the Agreement but may entitle Customer to credits as provided in this SLA in the event the Service Availability parameter has not been met. A Service Interruption is a loss of signal to the Customer that results in a disruption of Service. A Service Interruption period begins when Customer makes a Trouble Report to Cox's National Support Center ("NSC") under the methods and procedures set forth in Section III of this SLA and ends when Cox restores the Services to Customer.

a. **Service Response and Repair.** In the event Cox receives a Trouble Report from Customer, Cox will initiate action to clear the trouble within thirty (30) minutes. Trouble Reports received by Cox will be resolved, on average, within four (4) hours with respect to electronic failures. A customer's mean time to repair will be calculated by the sum of customer incident minutes per month divided by the total number of incidents reported per month.

b. **Service Availability Credits.** A Credit Allowance will be given in any month during the term of the Agreement when there is a Service Interruption that qualifies for a credit allowance. The Credit Allowance shall be ten percent (10%) of the monthly recurring charges ("MRC") for the M. WiFi Package Service for the applicable month for a Service Interruption length of eight (8) consecutive hours or more. Interruptions due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard.

c. **Chronic Outage.** If three (3) times during a thirty (30) consecutive day period, the Services to the Customer experience a Service Interruption for a period greater than eight (8) consecutive hours, ("Chronic Outage") other than as a result of the causes set forth in Section IV, Customer may terminate affected Service without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section IIc. Within thirty (30) days of the occurrence of the 3rd Chronic Outage, Customer shall notify Cox in writing of its election to terminate the circuit(s) and the circuit(s) shall be terminated upon Cox's receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the 3rd Chronic Outage, of its intent to terminate the circuit(s), then Customer shall be deemed to have waived its right to terminate the Service under this Section IIc until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section IIc, neither party shall have any further rights, obligations, or liabilities to the other party with respect to such Services, except those accrued through the termination date, and that expressly survive termination of this Agreement.

III. **Trouble Reports.** Cox shall maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customers to report Service troubles, outages or Service Interruptions. Customer shall call Trouble Reports to the telephone number provided during installation. A "Trouble Report" means any report made by Customer relating to the Services or the equipment provided by Cox.

Cox Response to Fairfax County Public Schools

IV. Exceptions to Credit Allowance. Credit Allowances shall not be provided for failure to meet SLAs: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy (data customers); (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; or (vii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages or (vii) delays in obtaining permits or other approvals from governmental authorities for construction or Services provisioning.

V. Limitations. With respect to all credits under this SLA, no credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement (other than a past due balance arising from a bona fide dispute of which Customer has notified Cox); or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer's combined credits shall not exceed one hundred percent (100%) of the MRC for M. WiFi Package Services. All credits are exclusive of any applicable taxes or fees charged to the Customer or collected by Cox. All claims for credit allowances are subject to review and verification by Cox.