



Service Level Agreement

This Service Level Agreement (the "SLA") is between Bandwidth.com and its customers (the "Customer") who execute Service Order Forms (the "SOF") for the purchase of certain services (the "Services") as identified in the SOF; said SOF is incorporated herein by this reference. Bandwidth.com and Customer may be referred to individually as "Party" or collectively as "Parties".

I. Overview.

This SLA, along with the Bandwidth.com Support Structure (the "Support Structure"), located at <http://www.bandwidth.com/content/support?page=standardSupport>, and the Bandwidth.com Terms and Conditions (the "Terms and Conditions"), located at www.bandwidth.com/content/legal, and both incorporated herein by this reference, describes Bandwidth.com's target network performance and service level metrics for the Services identified in Customer's SOF. Where Bandwidth.com fails to meet a given standard of performance as defined below (a "Performance Standard"), Customer shall be eligible for a corresponding credit, also defined below (a "Service Credit"), subject to the qualifications contained herein. By executing the SOF, Customer agrees that he or she has read this SLA as instructed in the SOF, and that this SLA constitutes the entire agreement between Bandwidth.com and Customer as to the credits available, except as provided in writing and executed by both Parties.

II. Definitions.

- a. Affected Service – a Bandwidth.com Service experiencing a Service Outage or a Service Degradation for which a Trouble Ticket has been opened.
- b. Combined Service – more than one Service purchased by Customer that are billed as a single product and therefore are not independently invoiced, such as "BoxSet".
- c. Contract Year – a calendar year beginning on the Service Activation date.
- d. Customer Premise Equipment (the "CPE") – equipment purchased by the Customer and used to support the Services on the Customer's network.
- e. Data Services – Services purchased from Bandwidth.com for traditional internet usage, including Services described as dedicated internet ("DIA"), point-to-point ("PP"), private line, frame relay, multi-protocol label switching ("MPLS"), Ethernet, digital subscriber line ("DSL"), or satellite.
- f. Monthly Recurring Charges ("MRC") – the charges billed by Bandwidth.com to the Customer each month for provided Service, exclusive of usage fees, taxes, and other non-recurring charges.
- g. Service Outage – an unscheduled period during which the Services are interrupted and not usable.
- h. Service Outage Time – the length of the Service Outage, beginning when the Customer first opens an appropriate Trouble Ticket and ending when the Service is fully functional; **Service Outage credits will NOT be issued unless and until an appropriate Trouble Ticket is opened by the Customer.**
- i. Service Degradation – an unscheduled period during which the Services are available but do not perform as defined herein, in the Support Structure or in the Terms and Conditions, including, but not limited to, circuit bouncing, call quality issues, or latency.
- j. Service Degradation Time – the length of the Service Degradation, beginning when the Customer first opens an appropriate Trouble Ticket and ending when the Service is fully functional; **Service Degradation credits will NOT be issued unless and until an appropriate Trouble Ticket is opened by the Customer.**
- k. Trouble Ticket – a record of a Service Outage or Service Degradation and its subsequent resolution, as recorded by Bandwidth.com; Trouble Tickets are initiated by the Customer calling Customer Care at 800-409-4357, by e-mailing customercare@bandwidth.com, or by opening a ticket through the Customer's portal at <https://my.bandwidth.com/portal/>.
- l. Trouble Ticket Number – the unique Bandwidth.com number assigned to a Trouble Ticket.
- m. Bandwidth.com Circuit ID – the unique combination of numbers and/or letters assigned to data circuits provided by Bandwidth.com.
- n. Bandwidth.com Point of Demarcation (the "Bandwidth.com Demarc") – the physical location in the Customer's network at which Bandwidth.com no longer maintains access to and control over the Service as provided by Bandwidth.com. The Bandwidth.com Demarc will vary by Service and are defined in detail in the Support Structure. Bandwidth.com will issue NO credits for Service Outages or Service Degradation caused by issues beyond the Bandwidth.com Demarc. **The Bandwidth.com Point of Demarcation will vary depending on the Service(s) and CPE purchased or used by the Customer – please review the Support Structure for specific details as to the Bandwidth.com Demarc for the Services you have purchased.**
- o. Latency – the average time for internet protocol ("IP") packets to travel over the underlying carrier's network, presented in milliseconds and calculated as an average for a given calendar month.

- p. Mean Time to Respond – the length of time between the Customer opening a Trouble Ticket and the Customer receiving acknowledgment from a Bandwidth.com engineer of the ticket; this time is calculated as an average of all response times for the Customer’s Trouble Tickets in the preceding calendar month.
- q. Mean Time to Repair – the length of time between the Customer opening a Trouble Ticket and Bandwidth.com resolving the Service Outage or Service Degradation; this time is calculated as an average of all repair times for the Customer’s Trouble Tickets in the preceding calendar month.
- r. Packet Loss – the total packet loss associated with data delivery for a given month.
- s. Performance Standard – a level of support and regular maintenance provided with the Services, identified according to common measurement standards; where Bandwidth.com fails to achieve a Performance Standard, the Customer will be eligible for a corresponding Service Credit.
- t. Priority 1 – a Trouble Ticket level indicating the severity of the Service Outage or Degradation; Priority 1 Trouble Tickets include all Service Outages, also referred to as “down-hard” issues, and other severe Service Degradations.
- u. Priority 2 – a Trouble Ticket level indicating a less severe Service Degradation than those described as Priority 1; Priority 2 Trouble Tickets include other Service Degradations, including but not limited to call quality issues, latency, or packet loss.
- v. Priority 3 – the lowest level Trouble Ticket; Priority 3 Trouble Tickets include changes to Customer preferences, general questions about the Service, and other issues that do not require immediate response.
- w. Service Availability – the amount of time during a calendar month that the Service will be functional up to the Bandwidth.com Demarc, as defined in the Support Structure.
- x. Service Credit – the amount of credit issued by Bandwidth.com in response to a Customer’s Service Outage or Service Degradation, subject to the specifications and qualifications contained herein.
- y. Voice Services – phone solutions purchased from Bandwidth.com, including Services described as Phonebooth, SIP Trunks, SIP Origination-Termination, Hosted IP-PBX, or Flex-T.

III. Qualifications.

In order to be eligible for a Service Credit as defined herein, Customers must first open a Trouble Ticket to report the Service Outage or Service Degradation. Customer must then e-mail customercare@bandwidth.com within thirty (30) days of Trouble Ticket closing to request a Service Credit. The e-mail should read “Request to Billing” in the subject line, a short explanation of the credit due, and the corresponding Trouble Ticket Number.

- a. Past-due Accounts – if Customer has a past-due balance on the account, review of any credit requests will be delayed until the past-due amount is resolved.
- b. Finality of Decisions – awards or denials of credits under this SLA by Bandwidth.com will be final and binding; credits may be issued at Bandwidth.com’s sole discretion.

IV. Performance Standards.

- a. The following Performance Standards apply to Voice and Data Services:
 - i. Mean Time to Respond – The Mean Time to Respond to a Trouble Ticket varies according to the Ticket’s priority:
 - 1. Priority 1 – thirty (30) minutes
 - 2. Priority 2 – two (2) hours
 - 3. Priority 3 – twenty-four (24) hours
 - ii. Mean Time to Repair – Bandwidth.com guarantees a Mean Time to Repair of four (4) hours for Priority 1 Trouble Tickets.
 - iii. Service Availability – Bandwidth.com guarantees Service Availability ninety-nine and one-half percent (99.5%).
- b. The following Performance Standards apply only to Data Services:
 - i. Latency – Bandwidth.com guarantees that Latency will not exceed fifty-five (55) milliseconds.¹
 - ii. Packet Loss – Bandwidth.com guarantees that the Packet Loss ratio will be no greater than one-half percent (0.5%).

V. SLA Credit Structure.

Credits under this SLA (the “SLA Credit Structure”) are based on monthly billing intervals and apply to the Services for which the credit is issued. The available credits are as follows:

- a. For Voice and Data Services:
 - i. Mean Time to Respond – The Service Credit available varies according to the Ticket’s priority:
 - 1. Priority 1 –
 - a. If Bandwidth.com responds less than sixty (60) minutes but more than thirty (30) minutes after the Trouble Ticket is opened, the available credit is fifteen percent (15%) of the MRCs for the Affected Service.
 - b. If Bandwidth.com responds less than ninety (90) minutes but more than sixty (60) minutes after the Trouble Ticket is opened, the available credit is thirty percent (30%) of the MRCs for the Affected Service.

¹ DSL and Burstable Services are not covered by this Latency guarantee; because of their nature, Latency of one hundred ten (110) milliseconds is the Performance Standard.

- c. If Bandwidth.com responds more than ninety (90) minutes after the Trouble Ticket is opened, the available credit is fifty percent (50%) of the MRCs for the Affected Service.
 2. Priority 2 –
 - a. If Bandwidth.com responds more than two (2) hours after the Trouble Ticket is opened, the available credit is fifteen percent (15%) of the MRCs for the Affected Service.
 3. Priority 3 –
 - a. If Bandwidth.com responds more than twenty-four (24) hours after the Trouble Ticket is opened, the available credit is fifteen (15%) of the MRCs for the Affected Service.
 - ii. Mean Time to Repair – The Service Credit available varies according to the time taken to resolve the Service Outage or Degradation; Mean Time to Repair credits apply only to Priority 1 Trouble Tickets:
 1. If the time to repair is between four (4) and six (6) hours, the available credit is fifteen percent (15%) of the MRCs for the Affected Service.
 2. If the time to repair is between six (6) and eight (8) hours, the available credit is thirty percent (30%) of the MRCs for the Affected Service.
 3. If the time to repair is greater than eight (8) hours, the available credit is fifty (50%) of the MRCs for the Affected Service.
 - iii. Service Availability – The Service Credit available for failure to reach the Service Availability Performance Standard is one (1) day of credit for every hour or fraction thereof of downtime for the outage event in excess of the Service Availability Performance Standard. This credit is equal to one-thirtieth (1/30th) of the MRCs for the Affected Service.
- b. For Data Services only:
- i. Latency – If Bandwidth.com fails to reach the Latency Performance Standard, the available credit is one (1) day of credit, which is equal to one-thirtieth (1/30th) of the MRCs for the Affected Service.
 - ii. Packet Loss – If Bandwidth.com fails to reach the Packet Loss Performance Standard, the available credit is one (1) day of credit, which is equal to one-thirtieth (1/30th) of the MRCs for the Affected Service.
- c. Combined Services: Where the Affected Service is part of a Combined Service, the Credit will only apply to that portion of the Combined Service that includes the Affected Service. Where the data portion of the Combined Service is less than or equal to 4.5 mbps, seventy percent (70%) of the Combined Service will be assumed to be data Service, and thirty percent (30%) of the Combined Service will be assumed to be voice Service. For Combined Services where the data portion is greater than 4.5 mbps, the data and voice portions of the Combined Service will be determined in Bandwidth.com's sole discretion.
- d. Maximums: In no event will Credits be issued where such Credits would exceed fifteen percent (15%) of the Customer's MRCs for all Services for the Contract Year.
- i. Service Outages – a maximum of fifteen (15) days' credit for a single month will be issued for situations involving Service Outages.
 - ii. Service Degradations – a maximum of fifty percent (50%) MRC credit for a single month will be issued for situations involving Service Degradations.

VI. Exclusions.

Service Outages or Service Degradations DO NOT include outages or degradations resulting from one or more of the following causes:

- a. Any act or omission on the part of the Customer, any third party contractor or vendor, or any other entity over which the Customer exercises control or has the right to exercise control;
- b. The Customer's applications, equipment or facilities;
- c. Bandwidth.com's, its underlying carriers', or the Customer's scheduled maintenance
- d. Any event or occurrence that results in "No Trouble Found" resolution to Trouble Tickets;
- e. Any event or outage lasting less than 60 seconds in duration;
- f. Force majeure event beyond the reasonable control of Bandwidth.com including, but not limited to, acts of God, natural disasters, cable cuts, government acts and regulation and national emergency;
- g. Trouble Tickets associated with new installations;
- h. Interruptions associated with act or omission on the part of the Customer or a third party, including, but not limited to, any local access provider, or an interruption where the Customer elects not to release the service for testing and repair and continues to use it on an impaired basis;
- i. Interruptions during any period when Bandwidth.com or its agents are not allowed access to the Customer premises where affected access lines are terminated;
- j. Master Trouble tickets opened by Bandwidth.com or by a qualified third party on behalf of Bandwidth.com such as those in the case of a fiber cut;
- k. Interruptions associated with a failure of equipment or Service not provided by Bandwidth.com, including, but not limited to, any local access provider, or an interruption where the Customer elects not to authorize access to the equipment for testing;
- l. Any failure or issue associated with the Customer's underlying network connection;
- m. Time attributed to Customer's delay in responding to Bandwidth.com's requests for assistance to repair an outage.

THE BANDWIDTH.COM SLA IS SUBJECT TO CHANGE, WITH NEW VERSIONS POSTED AT www.bandwidth.com/content/legal.