

SERVICE LEVEL AGREEMENT BY PRODUCT SET

Globalgig and its affiliates (collectively, “GG”) shall provide a service level guarantee (“SLG”) for the applicable Service to Customer in accordance with the terms and conditions contained herein, which terms and conditions shall be deemed to be incorporated into and shall form a part of the Master Services Agreement between the parties. GG reserves the right to modify any SLG in its discretion at any time. Such modifications will be effective when posted. Any use of GG’s Services after such modification shall constitute acceptance of such modification.

For purposes of each SLG under this Service Level Agreement, the following shall apply:

GG will use commercially reasonable efforts to provide Service in accordance with its applicable SLG below. Subject to the terms and conditions herein, in the event of an Outage, Customer is entitled to the “Outage Credit” specified in the applicable guarantee during an Outage Period. All SLG’s associated with this Service Level Agreement apply only to GG’s Services and are not transferable to other Services provided by GG. Outage Credits will not be cumulative.

An “Outage” is defined as the period of time which the guarantee below is not met due to the Service losing continuity, being unavailable to Customer to pass traffic, or failing to comply with the applicable specification identified in the corresponding guarantee below.

The “Outage Period” begins when a report is made to GG’s Network Control Center from Customer by telephone (or via GG’s on-line trouble ticketing interface, if applicable) that Service has been impaired, lost or interrupted and GG’s verification of the stated Outage in the trouble ticket submitted by Customer. Verification will be conducted by GG’s Network Control Center. An Outage Period is deemed to terminate upon the closing of the same trouble ticket (or the termination of the downtime, if sooner) less any time GG is awaiting additional information or premises testing from Customer. GG will contact Customer by telephone to confirm that Service has been restored. Any additional time necessary for Customer’s confirmation or if Customer places the trouble ticket on hold shall not operate to extend the calculation of the Outage Period.

Events that cause an Outage but involve simultaneous multiple failures, shall be treated as one single Outage for purposes of calculation of Outage Credits. Customer will be eligible for one (1) credit for a request which stems from the same network event. Credits will not be cumulative. The methodology used to measure the service level performance thresholds is determined by GG. GG shall in good faith make all final determinations with respect to the existence or occurrence of an Outage and the appropriateness or applicability of any Outage Credit.

No credit will be given unless Customer has agreed to release such Service for repair by GG or its agent and provided reasonable assistance in an effort to diagnose the Outage. Reasonable assistance includes requesting the opening of a trouble ticket with GG’s Network Control Center, providing GG access to Customer’s premises, if necessary, and assisting GG with problem identification and resolution via telephone or other means such as fax or e-mail. GG will work cooperatively with and take reasonable steps to rectify service disruptions associated with and/or caused by third-party network components not procured by GG on Customer’s behalf.

Outage Credits are calculated based on the affected Service’s then-current monthly recurring charge and, during any calendar month, may never exceed one (1) month’s billing. In order to obtain an Outage Credit, Customer must notify GG’s Customer Service Department in writing within thirty (30) calendar days after the end of the month in which the event(s) giving rise to the credit occurred. Outage Credits will be issued only upon Customer’s timely request. Failure by Customer to make payment as due under the terms of the Agreement shall forfeit Outage Credits under this SLA. Outage Credits and/or cancellation of the Service shall be GG’s sole liability and Customer’s sole remedy in the event of Outage.

Service Level Exclusions:

All Outage Credits shall be subject to the following restrictions. Outage Credits do not apply during Outage Periods if caused by:

- (i) Direct or indirect acts or omissions of Customer or any user of the Service authorized by Customer;
- (ii) Force Majeure events;
- (iii) Emergency or routine maintenance (provided that such routine maintenance occurs only between mid-night and 6 a.m. local time);
- (iv) Customer elects not to release the Service for testing or repair and continues to use on an impaired basis;
- (v) Failure to afford GG access to any facilities for the purpose of investigating and correcting the interruption to Service;
- (vi) Equipment or systems provided by Customer or any third-party (not under the direction or control of GG), including any provider of local access service to GG contracted for, by, or on behalf of Customer;
- (vii) Connectivity or equipment failure at the Customer's Premises; or
- (viii) Rearrangements, modifications or additions made at the direction or request of Customer.

IP VPN SERVICE LEVEL GUARANTEE

The following guarantees apply to GG's IP VPN Services and its underlying carriers including MPLS and VPLS VPN services.

Measurement Parameter	Voice/Video	Priority Data	Standard Data	Best Efforts
Average Availability	100%	100%	100%	100%
Average Data Delivery (Throughput)	99.999%	99.99%	99.95%	N/A
Average Round Trip Delay (Latency) – Core Nodes	55 ms	55 ms	55 ms	N/A

SLG.1: Availability

The following service level guarantee applies to all classes of Service. GG will use commercially reasonable efforts to make IP VPN Services Ports available one hundred percent (100%) of the time to pass traffic to and from Customer's location and the GG's IP VPN Network. This SLG.1 is based on GG's calculation of average monthly Service unavailability, which for purposes hereof is defined as the number of minutes in a calendar month that Customer's Port on the GG network experiences an Outage.

Upon Customer request, GG will calculate Customer's average monthly Service unavailability. If GG fails to comply with this SLG.1, Customer will be entitled to an Outage Credit according to Figure 1.

Figure 1:

Monthly Service Unavailability	Outage Credit*
Up to 1 hour	1 day
More than 1 hour to 2 hours	2 days
More than 2 hours to 3 hours	3 days
More than 3 hours to 4 hours	4 days
More than 4 hour to 8 hours	1 week
More than 8 hours	2 weeks

*Calculated using Customer's MRC of the port(s) affected by the Outage.

SLG.2: Latency

The following guarantee applies to the Voice/Video, Priority Data and Standard Data classes of Service only.

GG's Latency service level guarantee is a monthly network-wide average round-trip transmission of fifty (50) milliseconds or less between GG's core inter-regional IP VPN Network Provider Edge Nodes ("PE Nodes") in the contiguous U.S. Each calendar month, GG shall measure latency by averaging sample measurements taken between PE Nodes each five (5) minutes.

Upon Customer request, GG will calculate the average monthly Latency. If GG fails to comply with this SLG.2, Customer will be entitled to an Outage Credit in an amount that is equal to ten percent (10%) of Customer's MRC for the affected Service element(s).

SLG.3: Packet Loss

The following guarantee applies to the Voice/Video, Priority Data and Standard Data classes of Service only.

GG's Packet Loss service level guarantee is a measurement of the average dropped packets on the IP VPN Network over a one (1) calendar month period per class of service. This SLG.3's thresholds are defined in Figure 1 above. Packet Loss due to Customer's introduction of traffic in excess of contracted Service shall be excluded from this SLG.3.

Upon Customer request, GG will calculate the average monthly Packet Loss. If GG fails to comply with this SLG.3, Customer will be entitled to an Outage Credit in an amount that is equal to ten percent (10%) of Customer's MRC for the affected Service element(s). If the Packet Loss is due to a network Outage, the Network availability guarantee (SLG.1) will then apply and will replace the SLG.3 Outage Credit for the affected Service element(s).

SLG.4: Jitter

The following guarantee applies to the Voice/Video class of Service only.

GG's Jitter service level guarantee is a monthly network-wide average one-way jitter guarantee of ten (10) milliseconds or less between GG's core inter-regional IP VPN Network Provider Edge Nodes ("PE Nodes") in the contiguous U.S. Each calendar month, GG shall measure jitter by averaging sample measurements taken between PE Nodes each five (5) minutes.

Upon Customer request, GG will calculate the average monthly Jitter. If GG fails to comply with this SLG.4, Customer will be entitled to an Outage Credit in an amount that is equal to ten percent (10%) of Customer's MRC for the affected Service element(s).

Domestic & International Private Line Service Level Guarantee

GG will make commercially reasonable efforts to meet an average monthly Service availability of 99.99% for domestic Route Restorable (RR) Services and 99.9% for domestic Non-Route Restorable (NRR) Services pursuant to its performance specifications. This service level guarantee is based on GG's calculation of the average number of minutes in a calendar month that Customer's Service on the GG Network experiences an Outage.

Upon Customer request, GG will calculate Customer's average monthly Service unavailability. If GG fails to comply with the service level guarantee, Customer will be entitled to an Outage Credit according to Figure 1 or Figure 2, as applicable.

Figure 1:

Domestic Outage Credits for DS-x and OC-x Route Restorable (RR) Services			
Outage Levels	Outage Time Period	=	Outage Credits
Level 0	00 minutes to less than 04 minutes	=	No Credit
Level 1	04 minutes to less than 30 minutes	=	01 hour credit
Level 2	30 minutes to less than 60 minutes	=	04 hour credit
Level 3	60 minutes to less than 4 hours	=	08 hour credit
Level 4	04 hours to less than 8 hours	=	24 hour credit
Level 5	08 hours to less than 24 hours	=	02 days credit
Level 6	24 hours +	=	Actual plus 2 days credit
Two events of Level 1 or greater outage in one month		=	Double credit
Three or more events of Level 1 or greater outage in one month		=	Triple credit

Domestic Outage Credits for OCx Non-Route Restorable (NRR) Services			
Outage Levels	Outage Time Period	=	Outage Credits
Level 0	00 minutes to less than 30 minutes	=	No credit
Level 1	30 minutes to less than 60 minutes	=	04 hours credit
Level 2	60 minutes to less than 04 hours	=	08 hours credit
Level 3	04 hours to less than 08 hours	=	24 hours credit
Level 4	08 hours to less than 24 hours	=	02 days credit
Level 5	24 hours +	=	Actual plus 2 days credit
Two events of Level 1 or greater outage in one month		=	Double credit
Three or more events of Level 1 or greater outage in one month		=	Triple credit

Figure 2:

International Full Circuit Outage Credits (excluding India via SingTel)			
Outage Levels	Outage Period		Outage Credits
Level 0	00 minutes to less than 20 minutes	=	No credit
Level 1	20 minutes to less than 60 minutes	=	04 hours credit
Level 2	60 minutes to less than 04 hours	=	08 hours credit
Level 3	04 hours to less than 08 hours	=	24 hours credit
Level 4	08 hours to less than 24 hours	=	02 days credit
Level 5	24 hours +	=	Actual plus 2 days credit
Two events of Level 1 or greater outage in one month		=	Double credit
Three or more events of Level 1 or greater outage in one month		=	Triple credit

India Full Circuit Outage Credits (India – only via SingTel)			
Outage Levels	Outage Period		Outage Credits
Level 0	00 minutes to less than 60 minutes	=	No credit
Level 1	60 minutes to less than 04 hours	=	08 hours credit
Level 2	04 hours to less than 08 hours	=	24 hours credit
Level 3	08 hours to less than 24 hours	=	02 days credit
Level 4	24 hours – 72 hours	=	03 days credit
Level 5	72 hours +	=	04 days credit

International Half Circuit (Bilateral) Outage Credits			
Outage Levels	Outage Period		Outage Credits
Level 0	00 minutes to less than 60 minutes	=	No credit
Level 1	60 minutes to less than 04 hours	=	08 hours credit
Level 2	04 hours to less than 08 hours	=	24 hours credit
Level 3	08 hours to less than 24 hours	=	02 days credit
Level 4	24 hours +	=	Actual plus 2 days credit
Two events of Level 1 or greater outage in one month		=	Double credit
Three or more events of Level 1 or greater outage in one month		=	Triple credit

DOMESTIC & INTERNATIONAL DEDICATED PUBLIC IP SERVICE LEVEL GUARANTEE

SLG.1 – SLG.3 apply to GG’s Domestic Public IP Service only.

SLG.1: Availability

GG will make commercially reasonable efforts to meet an average monthly Service availability of 100% for domestic Public IP Services. This service level guarantee is based on GG’s calculation of an Outage where Customer cannot pass traffic to the Internet from the trunk side point of the GG IP Networks edge for a period in excess of fifteen (15) minutes.

Upon Customer’s request, GG will calculate Customer’s average monthly Service unavailability. If GG fails to comply with this SLG.1, Customer will be entitled to an Outage Credit equal to one (1) day’s billing for the month in which such Outage occurred. In the event that an Outage has a duration greater than one (1) hour, Customer will receive one (1) day’s Outage Credit for each hour or fraction thereof of the Outage. In the event Customer experiences an Outage in which has a duration of four (4) hours or more, Customer will receive one (1) week’s Outage Credit for each four (4) hour Outage up to a total of eight (8) hours (i.e., two (2) weeks’ Outage Credit). In the event an Outage exceeds eight (8) hours duration, Customer may choose to either collect Outage Credits or terminate the affected Service without termination fees; provided, however, that Customer shall remain liable for payment of all applicable Service fees accrued up to the date of cancellation. Customer will be eligible for one (1) Outage Credit for a request which stems from the same network event. Outage Credits will not be cumulative.

SLG.2: Latency (Contiguous United States)

GG’s Core U.S. Latency service level guarantee is a monthly network-wide average round-trip transmission of fifty (50) milliseconds or less between GG’s core inter-regional transit backbone routers (“Core Routers”) in the contiguous U.S. Each calendar month, GG shall measure latency by averaging sample measurements taken between Core Routers. GG’s Latency service level guarantee is a monthly network-wide average round-trip transmission of ninety (90) milliseconds or less between three (3) U.S. regional measurement points and the trunk side point of GG’s Top Traffic Exchange Provider’s interconnection with GG. GG shall measure latency on a monthly basis by averaging sample measurements taken between each regional measurement point and GG’s Top Traffic Exchange Partners.

Upon Customer’s request, GG will calculate the applicable average monthly latency guarantee above. If GG fails to comply with the guarantee in two (2) consecutive calendar months, Customer will be entitled to an Outage Credit for that second month and any subsequent consecutive month in which the guarantee is not met. The Outage Credit shall be equal to the pro-rated charges for one (1) day of Customer’s MRC for the affected Service element(s).

SLG.3: Packet Loss

GG’s Dedicated Internet Pack Loss service level guarantee is a measurement of the average dropped packets between the Core Routers within GG’s Dedicated IP Network over a one (1) calendar month period. Packet Loss due to Customer’s introduction of traffic in excess of contracted Service shall be excluded from this SLG.3.

Upon Customer’s request, GG will calculate the average monthly Packet Loss. If the Packet Loss monthly average is more than one percent (1%), Customer will be entitled to an Outage Credit equal to one (1) day’s billing for each instance of Packet Loss over the service level guarantee. If the Packet Loss monthly average exceeds two percent

(2%), Customer will be entitled to an Outage Credit equal to one (1) day's billing for each full percentage or fraction thereof over this guarantee. If Packet Loss is due to a network Outage, the Network Availability guarantee (SLA.1) will then apply and will replace this guarantee's Outage Credit for the affected Service.

SLG.4 – SLG.6 apply to GG's International Dedicated Public IP Service only.

The International service level guarantees are available to those customers whose IP Service originates outside of the contiguous U.S. The International service level guarantee does not cover international performance of U.S.-terminated Services.

SLG.4: International Availability

GG will make commercially reasonable efforts to meet an average monthly Service availability of one hundred percent (100%) for each international access router port in those countries listed in Attachment 1 hereto, and ninety-nine point five percent (99.5%) average availability for each international access router port in those countries listed in Attachment 2 hereto. This service level guarantee is based on GG's calculation of an Outage where Customer cannot pass traffic with the access router port on the International IP network for a period in excess of fifteen (15) minutes, provided that such Outage occurs on GG's International IP network. GG will update to reflect new countries as GG's network expands and availability increases in existing countries. Customer may request a current listing of countries at any time.

Upon Customer's request, GG will calculate Customer's average monthly Service unavailability. If GG fails to comply with this SLG.4, Customer will be entitled to an Outage Credit equal to one (1) day's billing for the month in which such Outage occurred. In the event that an Outage has a duration greater than one (1) hour, Customer will receive one (1) day's Outage Credit for each hour or fraction thereof of the Outage. Customer will be eligible for one (1) Outage Credit for a request which stems from the same network event.

SLG.5: International Latency

GG's International Latency service level guarantee is defined as the time taken for a 100-byte diagnostic packet to transit over the International IP Network and return ("Ping"). Round-trip delays are a monthly average measured every five (5) minutes within regions from Customer's port on the access router to a defined regional central site, and internationally between specific pairs of regional border routers under normal operating conditions. The specific origins and destinations used to measure the International Network Latency shall be the International IP Network primary nodes for the regions defined in Attachment 3 hereto. Due to on-going changes and improvements, the International Network Latency parameters set forth in Attachment 2 hereto are subject to change. Customer may request a current listing of locations at any time.

Upon Customer's request, GG will calculate the applicable average monthly latency guarantee above. If GG fails to comply with objectives set forth in Attachment 2 hereto, Customer will be entitled to an Outage Credit in the amount of five percent (5%) of Customer's monthly port fee for each affected port.

SLG.6: International Packet Loss

International Packet Loss is measured from the same Ping samples used to measure International Latency in SLG.5.

GG's International Latency service level guarantee is defined as the number of 100-byte diagnostic Pings sent through the International IP Network for which there is no response from the remote device. If none of the packets are received back from a sample, it is assumed that there is a line fault and the sample is excluded. Packet Loss is a monthly average of lost packets measured every five (5) minutes within regions from Customer's port on the access router to a defined regional central site under normal operating conditions. Packet loss inter-regionally is a monthly

average of lost packets measured five (5) minutes within specific pairs of regional border routers under normal operating conditions.

Upon Customer's request, GG will calculate the average monthly Packet Loss. If the Packet Loss monthly average is more than one percent (1%), Customer will be entitled to an Outage Credit equal to the amount of ten percent (10%) of Customer's monthly international port fee for each affected port within all regions that exceed this SLG.6.

Attachment 1 – Site Availability For Specific Countries

Section 1: 100% Network Site Availability Countries:

Argentina	Czech Republic	Hungary	Luxembourg	Philippines	Switzerland
Australia	Denmark	Indonesia	Malaysia	Portugal	Taiwan
Austria	Finland	Ireland	Mexico	Puerto Rico	Thailand
Belgium	France	Israel	Netherlands	Russia	United Kingdom
Brazil	Germany	Italy	New Zealand	Singapore	Venezuela
Canada	Greece	Japan	Norway	Spain	
Chile	Hong Kong	Korea	Peru	Sweden	

Section 2: 99.5% Network Site Availability Countries:

Bolivia	Costa Rica	Egypt
Colombia	Ecuador	Poland

Attachment 2 – Transit Delay Parameters

Transit Delay Parameters are applicable only to those customers with IP Services that are terminated outside of the U.S. The definition of these regions is set forth in Attachment 3.

DIA Region	Network Delay	From	To
Within Western Europe/Middle East/Eastern Europe	125 ms	Access Router	Amsterdam
Within Western Europe	55 ms	Access Router	Amsterdam
Within North America	135ms	Access Router	San Jose / New York
Latin America to United States	190ms	Sao Paulo	New York
Within Asia	115 ms	Access Router	Hong Kong
Within Asia Pacific	200 ms	Access Router	Hong Kong
Western Europe/Middle East/Eastern Europe to Hong Kong	260 ms	Hong Kong	Amsterdam
Western Europe to United States	115 ms	Amsterdam	New York
Hong Kong to United States	190 ms	Hong Kong	San Jose
Australia to United States*	210 ms	Melbourne	San Jose
Within North America/Excluding Puerto Rico	100 ms	Access Router	San Jose/ New York

*Australia to United States Region will not be included in the Internet Performance Reporting.

**Within North America (excluding Puerto Rico) will not be included in the Internet Performance Reporting.

Attachment 3 – Delay and Packet Loss Measuring Locations

Delay and Packet Loss measuring locations are applicable only to those customers with IP services that are terminated outside of the U.S.

Region	Measurement Locations
Europe/Middle East and Western Europe	Amsterdam, NLD
North America	San Jose, CA, USA / New York, NY, USA
Asia Pacific and Asia	Hong Kong, HKG
Latin America	Sao Paulo, BRA

Western Europe	Eastern Europe	North America	Latin America	Asia	Middle East
Austria	Czech Republic	Canada	Argentina	Hong Kong	Egypt
Belgium	Greece	Mexico	Bolivia	Indonesia	Israel
Denmark	Hungary	Puerto Rico	Brazil	Japan	
Finland	Russia		Chile	Korea	
France	Poland		Colombia	Malaysia	
Germany			Costa Rica	Philippines	Asia Pacific
Ireland		Within North America	Ecuador	Singapore	Australia
Rome, Italy		(excluding Puerto Rico)	Peru	Taiwan	New Zealand
Luxembourg		Canada	Venezuela	Thailand	
Netherlands		Mexico			
Norway		United States			
Madrid, Spain					
Sweden					
Switzerland					
United Kingdom					

DOMESTIC & INTERNATIONAL BUSINESS BROADBAND IP SERVICE LEVEL GUARANTEE

SLG.1 – apply to GG’s BROADBAND Public IP Service only

SLG.1: Availability

GG will make commercially reasonable efforts to meet an average monthly Service availability of 99% for Broadband Public IP Services. Service Availability is based on the following criteria: (a) Circuit Availability – connectivity between the Customer Premises Equipment (CPE) and Internet Core Point of Presence (PoP) (b) Internet Availability – connectivity between the Internet Core Pop and The Core Networks of GG’s upstream providers (c) The available throughput (download) to the customer will never drop below a minimum of 50% of the of the service connection speed for a continuous period of more than 8 hours. For services with variable connection speeds this speed is determined at service handover. Such services include services based on xDSL or Wireless technologies. Other issues such as high latency, intermittent packet loss, or jitter are not covered by this SLA and are handled on a best efforts basis.

Broadband Fault Resolution All correctly reported faults will be responded to within 2 business hours by a GG Internet engineer. A service will be considered faulty once GG Internet have completed diagnostics and a fault has been verified. Once verified, GG Internet will commit to resolving SLA faults, as defined above, within a further 12 working hours. Time calculations for a faulty service (the Outage Period) begin once a service has been confirmed as faulty. The total Outage Period for the service is calculated by the time between a fault being verified and the service being restored, minus: (a) any time where the issue is with the customer, e.g. awaiting customer response or awaiting customer diagnostic activity (b) any time awaiting access to the customer premises (c) any delays caused by third parties, outside of the control of GG.

Subject to the exclusions below, should GG Broadband Internet fail to meet the service levels as set out above then the customer will receive \$25.00 credit against the service charge, for each month in which service levels were not met. All service charge credits will be raised in respect of the service charge for the affected product or service. Claims for Service Charge Credits must be made within 30 days of the fault occurring, and should be accompanied by a valid Trouble ticket reference number. Only one claim may be made in respect of any single fault reference. Total Service Charge Credits claimed in any month shall not in any circumstances exceed the total monthly service charge for the affected service. Service Charge Credits will be made against the next invoice following confirmation of the acceptance of a claim.

DATA COLOCATION SERVICE LEVEL GUARANTEE

This service level guarantee applies so long as Customer's Equipment does not exceed one hundred (100) watts of AC power per square foot of space.

SLG.1: Availability

GG will make commercially reasonable efforts to meet an average monthly Service availability of 100% for domestic Public IP Services. This service level guarantee is based on GG's calculation of an Outage where Customer cannot pass traffic to the Internet from the Ethernet port on the GG-provided patch panel within the Customer Space for a period in excess of fifteen (15) minutes, provided, that, the Outage has occurred on GG's IP Network.

Upon Customer's request, GG will calculate Customer's average monthly Service unavailability. If GG fails to comply with this SLG.1, Customer will be entitled to an Outage Credit equal to one (1) day's billing for the month in which such Outage occurred. In the event that an Outage has a duration greater than one (1) hour, Customer will receive one (1) day's Outage Credit for each hour or fraction thereof of the Outage. In the event Customer experiences an Outage in which has a duration of four (4) hours or more, Customer will receive one (1) week's Outage Credit for each four (4) hour Outage up to a total of eight (8) hours (i.e., two (2) weeks' Outage Credit). In the event an Outage exceeds eight (8) hours duration, Customer may choose to either collect Outage Credits or terminate the affected Service without termination fees; provided, however, that Customer shall remain liable for payment of all applicable Service fees accrued up to the date of cancellation. Customer will be eligible for one (1) Outage Credit for a request which stems from the same network event. Outage Credits will not be cumulative.

SLG.2: Latency (Contiguous United States)

GG's Core U.S. Latency service level guarantee is a monthly network-wide average round-trip transmission of fifty (50) milliseconds or less between GG's core inter-regional transit backbone routers ("Core Routers") in the contiguous U.S. Each calendar month, GG shall measure latency by averaging sample measurements taken between Core Routers. GG's Latency service level guarantee is a monthly network-wide average round-trip transmission of ninety (90) milliseconds or less between three (3) U.S. regional measurement points and the trunk side point of GG's Top Traffic Exchange Provider's interconnection with GG. GG shall measure latency on a monthly basis by averaging sample measurements taken between each regional measurement point and GG's Top Traffic Exchange Partners.

Upon Customer's request, GG will calculate the applicable average monthly latency guarantee above. If GG fails to comply with the guarantee in two (2) consecutive calendar months, Customer will be entitled to an Outage Credit for that second month and any subsequent consecutive month in which the guarantee is not met. The Outage Credit shall be equal to the pro-rated charges for one (1) day of Customer's MRC for the affected Service element(s).

SLG.3: Packet Loss

GG's Dedicated Internet Pack Loss service level guarantee is a measurement of the average dropped packets between the Core Routers within GG's Dedicated IP Network over a one (1) calendar month period. Packet Loss due to Customer's introduction of traffic in excess of contracted Service shall be excluded from this SLG.3.

Upon Customer's request, GG will calculate the average monthly Packet Loss. If the Packet Loss monthly average is more than one percent (1%), Customer will be entitled to an Outage Credit equal to one (1) day's billing for each

instance of Packet Loss over the service level guarantee. If the Packet Loss monthly average exceeds two percent (2%), Customer will be entitled to an Outage Credit equal to one (1) day's billing for each full percentage or fraction thereof over this guarantee. If Packet Loss is due to a network Outage, the Network Availability guarantee (SLA.1) will then apply and will replace this guarantee's Outage Credit for the affected Service.

SLG.4: Environmental Control

GG's Environmental Control service level guarantee is a monthly average temperature of 72 degrees (+/- 2 degrees) and humidity range of 40 – 60%.

Upon Customer's request, GG will calculate the average monthly Environmental Control. If GG fails to comply with this SLG.4, Customer will be entitled to an Outage Credit in an amount that is equal to ten percent (10%) of Customer's MRC for the affected Customer Space.

SLG.5: AC Power Availability

GG's AC Power Availability service level guarantee is a monthly average AC power availability of 100%. This service level guarantee is based on GG's calculation of AC power unavailability that lasts for a period in excess of fifteen (15) minutes.

Upon Customer's request, GG will calculate the average monthly AC power unavailability. If GG fails to comply with this SLG.5, Customer will receive an Outage Credit in an amount of one (1) day's MRC for each fifteen (15) minutes, or fraction thereof, of AC power unavailability for the affected Customer Space.

During the Service Term, GG shall: (i) maintain the Bandwidth Equipment, excluding all of Customer's CPE, in working condition; (ii) maintain Uninterruptible Power Supply ("UPS") and generator back-up service; (iii) maintain fire suppression and heating, ventilation, and air conditioning systems ("HVAC"); and (iv) use commercially reasonable efforts to provide twenty-four (24) hour, seven (7) day per week operational support and monitoring. In connection with the Customer Space made available hereunder, GG shall perform additional services, which support the overall operation of the Premises (*i.e.*, janitorial services, environmental systems maintenance, and power plant maintenance), at no additional charge to Customer.