

Service-Level Agreement

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This 20C Service Level Agreement (“SLA”) shall apply to the 20C Service Description between 20C, LLC (“20C”) and Customer and to any attachments or schedules attached thereto or incorporated by reference therein (the “Service Description”).

1 Applicability

- 1.1 This SLA is part of the Service Description and this SLA is co-terminous with the Service Description (such that termination the Service Description constitutes termination of this SLA). In case of a conflict between the terms and conditions of the Service Description and this SLA, the terms and conditions of the Service Description shall prevail. This SLA is applicable to the delivery and operation of the services directly connected to the 20C Switching Fabric by 20C to the Customer. Subject to 20C’s commercially reasonable efforts, this SLA defines the service levels, the quality of the services, the service credits (if applicable) for non-delivery, unavailability or under performance and the processes and procedures to be followed, and provides a mutual understanding of service level expectation. Capitalized terms used in this SLA and not otherwise defined herein shall have the meanings ascribed in the Service Description or the 20C Terms of Service.

2 Limitations

- 2.1 This SLA is only applicable to the Customer connection as long as the Customer is in compliance with all provisions of the Service Description and the 20C Terms of Service.
- 2.2 This SLA is only applicable to services that are directly connected to the 20C Infrastructure.
- 2.3 Total monthly service credit will not exceed 100% of monthly charges.

3 Summary of SLA

- 3.1 As described in more detail below, the SLA provides goals in the following five key areas. 20C shall use commercially reasonable efforts to meet them.
- 3.2 The 20C Switching Fabric available to Customer free of Network Outages 100% of the time.
- 3.3 Latency of the 20C Switching Fabric of 10 milliseconds or less.
- 3.4 Packet Loss of the 20C Switching Fabric of 0.1% or less.
- 3.5 A 20C Internet connection will be available to the customer free of Network Outages 100% of the time.
- 3.6 Rapid response time for both provisioning and reported service problems.

4 20C Switching Fabric Availability

- 4.1 20C's goal is to make the 20C Switching Fabric available to Customers free of Network Outages 100% of the time. Subject to Sections 8, 9 and 10 below, upon Customer's request, 20C will issue a credit to Customer for Network Outages in an amount equal to one day's worth of the Base Fee paid by Customer, multiplied by each hour of the cumulative duration of such Network Outages during a particular month.

5 20C Switching Fabric Latency

- 5.1 20C's goal is to keep Latency on the 20C Switching Fabric to 10 milliseconds or less.
- 5.2 Subject to Sections 8, 9 and 10 below, if Latency on the 20C Switching Fabric, as applicable, for a calendar month exceeds the time frame set forth above for the applicable portion of the 20C Switching Fabric, 20C will issue a credit to Customer equal to one day's worth of the Base Fee paid by Customer for such month.
- 5.3 The terms of this 20C Switching Fabric SLA related to Latency will take effect the first full calendar month after Customer's first use of the 20C Switching Fabric. Customer agrees to pay all fees as set forth in the Service Description.

6 20C Switching Fabric Packet Loss

- 6.1 20C's goal is to keep Packet Loss on the 20C Switching Fabric to 0.1% or less.
- 6.2 Subject to Sections 8, 9 and 10 below, if Packet Loss on the 20C Switching Fabric exceeds 0.1% during a calendar month, 20C will issue a credit to Customer equal to one day's worth of the Base Fee paid by Customer for such month.
- 6.3 The terms of this 20C Switching Fabric SLA relating to Packet Loss will take effect the first full calendar month after Customer's first use of the 20C Switching Fabric.

7 Response Time

- 7.1 Upon official notification, 20C is committed to use commercially reasonable efforts not to exceed one (1) business day repair time for service problems. If 20C is unable to correct the outage after one (1) business day, Customer will be eligible for a credit as set forth in this Section 7.

- 7.2 After execution of the Service Description, if the initial provisioning takes more than five (5) business days, the Customer will be eligible for a credit equal to one day's worth of the Base Fee paid by Customer for such month.
- 7.3 Any requested configuration changes (excluding major changes or any changes that require any amendment to the Service Description) will be completed within one (1) business day after being submitted to the 20C portal, if that time is exceeded, the Customer will be eligible for a credit equal to one day's worth of the Base Fee paid by Customer for such month.

8 Measurement

- 8.1 20C will periodically (on average every 1 minute) measure the 20C Switching Fabric at selected POPs using software and hardware components capable of measuring traffic and responses at such POPs. Customer acknowledges that not every POP may be covered by such measurements, that such measurements may not measure the exact path traversed by Customer's packets, and that such measurements constitute measurements across the 20C Switching Fabric but no other networks to which Customer may connect. 20C reserves the right to periodically change the measurement points and methodologies it uses without notice to Customer.
- 8.2 20C will use third party services to monitor Internet connectivity (on average every 1 minute) from external sources.

9 Exceptions

- 9.1 Customer shall not receive any credits under this SLA in connection with any failure or deficiency of the 20C Switching Fabric or datacenter caused by or associated with: Any circumstances beyond 20C's reasonable control, in including, without limitation, as set forth in Section 11, any failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the 20C SLA; failure of access circuits to the 20C Switching Fabric (unless such failure is caused solely by 20C); Scheduled Maintenance and emergency maintenance and upgrades; DNS issues outside the direct control of 20C; false SLA breaches reported as a result of outages or errors of any 20C measurement system; or Customer's acts or omissions (or act or omissions of others engaged or authorized by Customer), including without limitation, any negligence, willful misconduct, or use of the 20C Switching Fabric or Services in breach of this SLA, the 20C Term of Service or the Service Description

10 Credit Card Request And Payment Procedures

- 10.1 Credit will be granted upon Customer request only. Credit requests must be provided to 20C in writing. Verbal requests will not be honored. Each request in connection with a Network Outage must be received by 20C within seven days of the Network Outage and must be confirmed by 20C's measurements of the 20C Switching Fabric. 20C must receive each request in connection with Latency or Packet Loss or Response Time in a calendar month within seven days after the end of such month.
- 10.2 Each valid credit, as determined by 20C, will be applied to Customer's invoice within two billing cycles after 20C's receipt of Customer's request. Credits are exclusive of any applicable taxes charged to Customer or collected by 20C.
- 10.3 NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, THE TOTAL AMOUNT CREDITED TO A CUSTOMER IN CONNECTION WITH NETWORK OUTAGE, LATENCY, PACKET LOSS AND/OR RESPONSE TIME IN ANY ONE CALENDAR MONTH WILL NOT EXCEED THE BASE FEE PAID BY CUSTOMER FOR SUCH MONTH. ANY CREDITS GRANTED ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO NETWORK OUTAGE, LATENCY, PACKET LOSS, RESPONSE TIME AND/OR ANY OTHER BREACH OR VIOLATION OF THIS SLA. 20C shall have no liability whatsoever to Customer or any third party for any failure to meet the service levels set forth in this SLA unless this SLA expressly provides that Customer shall be entitled to receive a credit as a result of such failure, and then only to the extent of such credit. Without limiting the foregoing, the failure of 20C to meet any service levels contained herein shall not be grounds for the cancellation or termination of the Service Description for cause.

11 Force Majeure

- 11.1 If either party is prevented, hindered, or delayed in the performance or observance of any of its obligations hereunder (excluding payment obligations) by reason of any circumstance beyond its reasonable control, including without limitation, acts of God, war, strikes, revolutions, acts or omissions of third parties hired by Customer or 20C, lack or failure of transportation facilities, laws or governmental regulations, failure of delivery or failure of third party performance, that party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and that party continues to use all commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

12 Updates to this SLA

- 12.1 20C reserves the right, at its discretion, to change, modify, add, or remove portions of this SLA at any time upon written notice to Customer or by posting the revised SLA to the 20C website with an email notice to Customer. If Customer does not agree with any such changes, upon receipt of notice from 20C, Customer's sole remedy is to exercise its termination rights pursuant to the first sentence of Section 5.2 of the 20C Term of Services.

Any proposed amendment or change to this SLA made by Customer must be agreed to by Customer and 20C in writing.