

SERVICE LEVEL COMMITMENT

The following “Service-Level Commitment” (the “SLC”) is incorporated into each Services Agreement and/or Change Order Agreement and/or any other agreement between Edge Communications Solutions, LLC (“Edge”) and the Customer (the “Agreement”); the defined terms of each such agreement are incorporated herein by reference.

The SLC provides categories of service-level commitments for the Services provided to the Customer. Edge shall undertake commercially-reasonable efforts to meet the applicable service-level commitment set forth in the SLC.

A. DEFINITIONS

“Equipment” means computers, servers, and other hardware including, without limitation, all conduits, cable, optronics, routers, switches, uninterruptable power supplies, the Software and other embedded software, and access points used in connection with the delivery of the Services.

“Equipment Failure” is a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment’s intended function(s). If Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such Software which prevents the accomplishment of the Equipment’s intended functions shall be deemed to be an Equipment Failure.

“Edge-owned Equipment” means Equipment that is provided by Edge and is to be used in connection with the delivery of the Services.

“Purchased Equipment” means Equipment that is purchased by the Customer from Edge to be used in connection with the delivery of the Services.

“Software” means any computer programs in object form or firmware, which is incorporated into or otherwise accompanying or included as part of any Equipment (including any replacement software) or which is Software as a Service.

“Access Line” is a circuit or medium controlled by a third party and not Edge that connects the customer's premise to a remote location or service such as, but not limited to, the Internet, public switched telephone networks (PSTN), and or remote locations.

B. SERVICE CATEGORIES

1. Network Performance:

- a. Service Availability. The Service is deemed unavailable when, during a calendar month, less than ninety-nine and one-half percent (99.5%) of all Ethernet packets generated from Equipment are not passed between the Customer’s premises and the Edge local EOS node serving the Customer’s premises (“Edge’s Node”).
- b. Packet Loss. Packet Loss on the Edge network (the “Network”) is designed not to exceed one-half percent (0.5%) during a calendar month. “Packet Loss” means the average percentage of in-profile Ethernet frames of the Service that are not delivered between the Customer’s premises and Edge’s Node.
- b. Network Latency. The Services are targeted to have “Network Latency” of 60ms or less within the Network. Network Latency means the round-trip, packet, transit time between the Customer’s premises and Edge’s Node as averaged over a calendar month.

2. Equipment:

- a. Edge-Owned Equipment. In the event of any "Equipment Failure" of Edge-owned Equipment, Edge may, in its sole judgment, either repair or replace such Edge-owned Equipment. If Edge determines the Edge-owned Equipment needs to be replaced, Edge may replace the Edge-owned Equipment with Equipment of like kind and functionality from a manufacturer of Edge's choice.
- b. No Warranties. Edge-owned Equipment or Purchased Equipment is provided to the Customer "AS IS" and WITHOUT WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY THAT THE CONTENTS OF ANY EQUIPMENT IS OR WILL BE ERROR FREE. Edge shall assign to the Customer any warranties of the underlying manufacturer of any Purchased Equipment. If any such warranties cannot be assigned by Edge to the Customer, Edge shall, upon the Customer's request, take commercially-reasonable action to enforce (which does not include any obligation to initiate litigation or formal dispute resolution) any applicable warranty that, as a matter of law, Edge is able to enforce.

3. Software: All Software provided to the Customer by Edge which is to be used in connection with the Services, whether residing in Equipment or provided as a stand-alone product, is provided to the Customer "AS IS" and WITHOUT WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY THAT THE SOFTWARE IS OR WILL BE ERROR FREE. If possible, Edge shall assign to the Customer any warranties of the underlying provider of such Software. If any such warranties may not be assigned by Edge to the Customer, Edge shall, upon the Customer's request, take commercially-reasonable action to enforce (which does not include any obligation to initiate litigation or formal dispute resolution) any applicable warranty that, as a matter of law, Edge is able to enforce.

4. Access Line: The service-level commitment for any Access Line used by Edge to provide any of the Services shall be the service-level commitment of the underlying carrier and not Edge.

C. SUPPORT RESPONSE

Customer must open a trouble ticket by calling Edge's Network Operation Center (NOC) at 972-905-6066 or 866-800-4192 ("Trouble Ticket"). Edge's NOC is in operation 24x7x365. Edge shall categorize and respond to troubles under the following guidelines:

1. Severity 1. The customer is experiencing a service outage over an area of the building/property or the entire building/property. The EDGE NOC will acknowledge the alarm within 10 minutes of detection and immediately start trouble shooting the problem. Within 30 minutes of the alarm, the NOC will dispatch a field technician as a pre-emptive measure in the event the problem cannot be resolved remotely. The field technician will arrive within four hours of dispatch, traffic permitting.
2. Severity 2. The customer is experiencing a problem that impedes the use of phone service, Wi-Fi access, and/or data applications that impacts the operation of the business. The EDGE NOC will acknowledge the alarm within 10 minutes of detection and immediately start trouble shooting the problem. The NOC will dispatch a field tech upon determination of the need to have local support. The field technician will arrive within eight hours of the time of dispatch, traffic permitting.

3. Severity 3. The customer is experiencing a problem with a specific network device that is intermittent and/or isolated such that an inconvenience is created, but the customer and its end users are minimally impacted. The EDGE NOC will acknowledge the alarm within 30 minutes of the event but will immediately start troubleshooting to clear the problem. In the event a field technician is required, the field tech will be dispatched the next business day.

4. Severity 4. The customer experiences a problem due to inherent issues with cabling, wiring, power, grounding or other building-related assets outside the control of EDGE. The EDGE NOC will discuss with the customer the appropriate actions.

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