DA Services will be measured based on the Service Level Agreement Objectives ("SLA Objectives") set forth in Section 1. SLA Objectives are based upon intended/target performance levels/criteria of Provider.

1.   **SLA Objectives.** SLA Objectives are as follows:

Network Availability	99.90%
CPE MTTR	2 business days
Install Interval	14 business days

All SLA Objectives are effective as of the first (1st) day of the second (2nd) month after the Activation Date of each specific DA Service. *All SLA Objectives will be measured using Provider's definitions and criteria for each of the factors involved in calculating such service level agreements including, but not limited to, trouble resolution, service outage time, excluded outage time and outage count, as applicable.*

In no event shall any failure to meet any SLA Objectives constitute, or be deemed to constitute, a breach by Granite of the Agreement with Customer.

2.   **Descriptions and Definitions.**

Network Availability
"Network Availability" will be an average of actual minutes of availability of all Customer IP logical connections as a percentage of the total IP logical connection available minutes as measured over a calendar month and shall be calculated as follows:

> Network Availability = ((Calendar Month Minutes - Excluded Outage Time Minutes - Outage Time Minutes)/(Calendar Month Minutes - Excluded Outage Time Minutes)) x 100

The measurement period for Network Availability commences upon receipt of Customer's report of a service outage and creation of a trouble ticket by Granite.

Network Availability applies solely to Provider's edge router network and not to the network availability of the underlying carrier(s)/provider(s) access services.

Mean Time to Repair
"MTTR" = (Service Outage Time Hours - Excluded Outage Time Hours)/Outage Count, provided, that Service Outage Time, Excluded Outage Time and Outage Count are measured over a single calendar month.

CPE MTTR
Replacement equipment provided by Granite will be shipped for second (2nd) business day delivery for Customer self-installation so long as (a) the trouble is isolated to the Granite provided and managed equipment, and (b) the root cause of the failure is determined by Granite by 1pm EST.DA

Install Interval
"Install Interval" is defined as the number of business days beginning on the date when Customer has provided Granite with (a) signed Service Order Documents for DA Services and such Service Order Documents are a "clean order" (meaning Customer has provided Granite with all information necessary to place the order), acceptable in all respects to Granite and (b) Granite and/or Provider have accepted the service order, and ending on the Activation Date of such specific DAU Service. Install Interval applies to each specific DA Service individually. Install

Intervals exclude any service location where facilities are determined to be unavailable or impaired by Provider. Install Intervals assume that the underlying access circuits are active at the time the DA Services are ordered.

Escalation Procedures
In the event that more expedited resolution of service-affecting issues becomes critical or Granite exceeds the MTTR, Granite will implement its established escalation procedures.

3. **Specific Exclusions.**

(a) SLA Objectives do not include periods of service outages or other service level deficits, in whole or in part, due to any of the following causes and/or exclusions:

- Customer fails to report the issue or request a trouble ticket.
- Service interruptions or delays arising out of or in connection with (but not limited to) the following: (i) any act or omission on the part of Customer or a third party; (ii) interruption occurring because Customer elects not to release the Service for testing and repair by Granite but continues to use it on an impaired basis; (iii) failing to provide access to Customer premises as reasonably requested by Granite, its Provider or their agents to enable Granite to comply with its obligation, including having a Customer representative present to assist in performing diagnostic testing and to resolve problems should they exist; (iv) the failure of a service or equipment that is not part of DA Services; (v) any inside wiring, and/or (vi) CPE, router or firewall configuration changes made by Customer or made in response to security threats, breaches or attacks.
- Granite or Customer's scheduled outages, network maintenance or emergency maintenance.
- Any force majeure event beyond the reasonable control of Granite including, but not limited to, cable cuts.
- Any failure, issue or delay associated, in whole or in part, with Customer's provided connection to Provider's network, including but not limited to local access and cross-connect.
- Any failure, issue or delay associated, in whole or in part, with Customer's or any third party's software, equipment, applications, facilities and/or internal network.
- Any event or occurrence that results in "no trouble found" by Granite.
- DA Services that have not been accepted by Customer or issues that occur within the first thirty (30) days of the Activation Date of a specific DA Service.
- DA Services that do not directly interface a port on Provider's network via physical or logical connection.
- During emergency network conditions where dynamic rerouting is required.
- Only apply to circuits originating and terminating in the contiguous United States.

(b) DA Services are a "best effort" service therefore Granite and Provider cannot guarantee speeds, network availability or other service levels in most cases. "Best effort" delivery describes a network service in which the network does not provide any guarantees that data is delivered or that an end user is given a guaranteed quality of service level or a certain priority. In a "best effort" network all end users obtain best effort service, meaning that they obtain unspecified variable bit rate and delivery time, depending on the current traffic load.

4. **Miscellaneous.** Granite, in its sole discretion, may change, modify, revise, amend and/or restate this SLA and/or any SLA Objective from time to time without notice. Such changes or revisions shall be deemed effective upon posting of an updated DA Services SLA to the Granite website at www.granitenet.com. Capitalized terms not defined herein shall have the meaning set forth in the General Terms of Service or the applicable Additional Terms of Service.

Dated and effective as of August 17, 2015.