

Reflected Networks
Supplemental Terms and Conditions: Bandwidth Service

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The terms and conditions detailed herein are provided to Customers who purchase Bandwidth services delivered over the RN Network. This Supplement is governed by, and incorporated into, the Master Products and Service Agreement between the Parties.

1. GENERAL; DEFINITIONS

1.1 **Service Description.** RN's Bandwidth service provides Internet Protocol ("IP") connectivity to the Internet utilizing the RN Network at one or more selected Point(s) of Presence ("POP").

1.2 **Use of RN IP Addresses.** Any IP Addresses assigned to Customer by RN remain the sole possession of RN, and may be used only in connection with and for the duration of the Services purchased. In the event Customer discontinues the use of the Services for any reason, or this Agreement terminates for any reason, Customer's right to use the IP Addresses shall terminate within ten (10) business days.

1.3 **Definitions.** Unless otherwise defined herein, capitalized terms in these terms and conditions shall have the definitions attributed thereto in the Master Products and Services Agreement.

- **"Bandwidth"** - the measured rate of bits per second transferred over the RN Network from and to Customer's equipment.
- **"Burst Bandwidth"** - the amount of Bandwidth in excess of Customer's committed level as further defined below.
- **"IP"** - Internet Protocol, the basic rules and encoding specifications for sending data on the Internet.
- **"IP Addresses"** - One or more IP address numbers.

2. SERVICE-SPECIFIC CHARGES AND SERVICE TYPES

2.1 **General Connectivity.** Subject to the terms and conditions contained herein, RN will provide to Customer connectivity of its equipment to the RN Network to enable the transfer of Bandwidth on terms (including commencement date) specified in an Order Form.

2.2 **Billing for Bandwidth.** Billing for Bandwidth is performed on a calendar-month basis. Any bandwidth used on a partial-month basis shall be subject to the 95th percentile calculations of the full calendar month. Billing for Bandwidth usage will follow the "95th percentile" rule: Usage samples will be collected and sorted from highest to lowest and the top 5% discarded in any given calendar month. The

next highest sample (the 95th percentile number) will then be used as the basis in computing the charge for the month for incremental Bandwidth beyond the committed level. Charges for Burst Bandwidth will be billed after the end of the month.

2.3 **Per-gigabyte billing for Bandwidth.** Per-gigabyte billing for Bandwidth may be offered to Customer at RN's sole discretion. Billing for per-gigabyte Bandwidth usage is performed on a calendar-month basis. Overage charges for Burst Bandwidth, if not specified in an Order Form, will be billed at RN's published rate on the RN Website. Bandwidth usage for per-gigabyte billing shall be based on actual port usage in any given calendar month, as measured by port counters, in one gigabyte (1,073,741,824 byte) increments.

2.4 **Other Networks.** Customer is responsible for paying any fees, obtaining any required approvals and complying with any laws or usage policies applicable to transmitting data beyond the RN Network and/or through other public and private networks. RN is not responsible or liable for performance or non-performance of such networks or their inter-connection points.

3. SERVICE LEVEL AGREEMENT

RN will use commercially reasonable efforts to minimize Excess Packet Loss and Latency and to avoid Downtime, and provides performance guarantees as detailed below.

3.1. **Packet Loss and Latency Guarantee.** RN monitors the aggregate packet loss and transmission latency within its LAN and WAN. RN does not monitor the packet loss or transmission latency of specific customers. After discovering or being notified by Customer of packet loss in excess of one-half percent (0.5%) ("Excess Packet Loss") or transmission latency ("Latency") based on RN's measurements in excess of 3 milliseconds from a RN router to any of RN's transit carriers, RN will use commercially reasonable efforts to determine the source of such Excess Packet Loss or Latency and to correct such problem to the extent that the source of the problem is on the RN Network.

3.2. **Uptime Guarantee.** For customers who have two or more connections to the RN Network within a Datacenter Facility, RN guarantees 100% connectivity from the RN Network to the Internet without Downtime. "Downtime" shall be defined as Customer experiencing sustained packet loss in excess of fifty percent (50%) based on RN's measurements.

3.3. **Remedy for Failure.** If two (2) hours after being notified of any Excess Packet Loss or Latency on the RN Network, RN fails to remedy such Excess Packet Loss or Latency, RN will credit Customer's account the pro-rata Bandwidth charges for such continuous

Customer Initials: _____

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Excess Packet Loss or Latency that follows the initial two (2) continuous hours, provided that all such credits will not exceed an aggregate maximum credit of Bandwidth charges otherwise due from Customer for one (1) calendar month for failures in any one (1) calendar month. If Customer experiences Downtime, then RN will credit a Customer's account the pro-rata Bandwidth charges for such Downtime, provided that all such credits will not exceed an aggregate maximum credit of Bandwidth charges otherwise due from Customer for one (1) calendar month for failures in any one (1) calendar month. All credits provided for under this Bandwidth Service Level Agreement are calculated by reference to the monthly recurring charge of the affected port(s) only. Any other fees, including, but not limited to, non-recurring charges, local access circuits, space rental fees, managed services, incremental bandwidth usage, electricity, and hourly support charges, are excluded in the calculation of applicable credits.

3.4. Customer Credit Request. Customer must notify RN within five (5) business days from the time Customer becomes eligible to receive a credit under this Bandwidth Service Level Guarantee to receive such credit. Failure to comply with this requirement will forfeit Customer's right to receive a credit. Credits are calculated after deduction of all discounts and other special pricing arrangements, and are not applied to governmental fees, taxes, surcharges, and similar additional charges.

3.5. Limitation on Remedies. If Customer is entitled to multiple credits under this Bandwidth Service Level Agreement, such credits shall not be cumulative beyond a total of credits for one (1) calendar month in any one (1) calendar month in any event. RN will not apply a credit under 3.1 for any Excess Packet Loss or Latency for which Customer received a credit under Section 3.2. Sections 3.1, 3.2 and 3.3 above state Customer's sole and exclusive remedy for any failure by RN to provide Bandwidth or adequate service levels, including but not limited to any outages or RN Network congestion. RN's suspension or modification of Bandwidth in accordance with the

terms of this Agreement shall not be deemed to be a failure of RN to provide adequate service levels under this Agreement. In no event shall Customer be entitled to any credit on its Bandwidth charges to the extent that the latency or Downtime is caused by Customer attempting to exceed the maximum bandwidth of Customer's connection to the RN Network or otherwise violating the terms of this Agreement.

3.6. Exclusions. Customer shall not receive any credits under these Service Level Agreements in connection with any failure or deficiency caused by or associated with any of the following:

- o Circumstances beyond RN's reasonable control, defined as Force Majeure in the Agreement.
- o Failure of local access circuits to the RN Network, unless such failure is caused solely by RN.
- o False SLA breaches reported as a result of outages or errors of any SLA measurement system.
- o Acts or omissions by Customer, Customer's agents, Customer's contractors, or Customer's vendors, including but not limited to negligence, willful misconduct, breach of RN's Acceptable Use Guidelines or Anti-SPAM Policy, failure to provide RN or its agents adequate access to the facilities, or otherwise causing RN to be unable to meet any of the criteria set out in this SLA.
- o Scheduled maintenances, emergency maintenances, or necessary network upgrades.
- o Disconnection by RN for non-payment or other Customer default or breach under the terms of this Agreement.

4. EXECUTION

This document may be executed in multiple counterparts, all of which taken together constitute one and the same instrument. This document may be executed by facsimile. The Parties have executed this document as of the last date of execution below.

REFLECTED NETWORKS

Signature: _____

Print Name: _____

Title: _____

Date: _____

CUSTOMER

Signature: _____

Print Name: _____

Title: _____

Date: _____

Customer Initials: _____