

Service Level Agreement

The Service Level Agreement (“SLA”) provided hereunder applies only to customers agreeing to a Term Commitment of at least one (1) year. Oxford Networks reserves the right to amend the SLA from time to time effective upon posting of the revised Policy at www.oxfordnetworks.com or by written notice to customer. No claim may be made under more than one guarantee for any single interruption or deficiency in Service.

Network Latency Guarantee

Oxford Networks Latency Guarantee is average round-trip transmission of 10 milliseconds or less between Oxford Networks’ designated inter-state transit backbone optical hubs and IP Switches / Routers (“POPs”).

Latency shall be measured by averaging sample measurements taken during a calendar month between POPs. No credits shall be made if failure to meet a Network Latency Guarantee is attributed to reasons of (a) Scheduled Maintenance, (b) any customer- ordered telephone company circuit, (c) negligent or intentional damage, interference, or non-performance by any third party, (d) any failure or malfunction of application, equipment, power or facilities of customer or any end user, (e) acts or omissions of customer, or any users of the service authorized by customer, or (f) reasons of Force Majeure, as defined in the applicable Service Agreement (collectively an “Excused Event”).

If Oxford Networks fails to meet any Network Latency Guarantee in any calendar month, customer’s account shall be credited for that month the pro-rated charge in hourly increments of the Oxford Networks Monthly Fee for the affected service for each hour that the Network Latency Guarantee has not been met.

Network Packet Delivery Guarantee

Oxford Networks Network Packet Delivery Guarantee is packet delivery of 99.999% or better between Oxford Networks’ designated POPs.

Packet Delivery Guarantee shall be measured by averaging sample measurements taken during a calendar month between POPs. No credits shall be made if failure to meet a Network Latency Guarantee is attributed to an Excused Event.

If Oxford Networks fails to meet any Network Packet Delivery Guarantee in a calendar month, customer’s account shall be credited for that month the pro-rated charge in hourly increments of the Oxford Networks Monthly Fee for the affected service for each hour that the Network Packet Delivery Guarantee has not been met.

Service Level Agreement

Service Quality Guarantee:

Oxford Networks Service Availability Guarantee is to have the Service (as described in the applicable service agreement or Service Order, as applicable) available 99.999% of the time.

At customer's request, Oxford Networks will calculate customer's "Service Unavailability" in a calendar month. "Service Unavailability" consists of the number of minutes that the Oxford Networks network circuit was not available to customer, other than due to an Excused Event. Outages will be counted as Service Unavailability only if customer opens a trouble ticket with Oxford Networks customer support within thirty days of the outage.

Scheduled Maintenance shall mean any maintenance on Oxford Networks network, (a) of which Oxford Networks uses reasonable efforts to notify customer 24 hours in advance, and (b) that is performed during a standard maintenance window from 12am until 5am, 7 days a week, or is otherwise performed so as to minimize the impact on use of the Services. Notice of Interruption may be given by email, phone call, email or page to customer's agent.

For each cumulative hour of Service Unavailability or fraction thereof in any calendar month, at the customer's request customer's account shall be credited for that month the sum of the pro-rated charge in hourly increments of the Oxford Networks Monthly Fee for the affected service for each hour of Service Unavailability. For purposes of calculating such adjustment, an interruption begins at the time that customer reports to Oxford Networks that a service is not operating and provides such access and cooperation as may be necessary to test and repair any equipment or facilities within possession or control of customer or its end users or that is located on premises or property within customer's or its end users' control. No credit shall be given for any interruption of less than 30 minutes, provided however that two or more interruptions of 15 minutes or more during any one 24 hour period may be aggregated and treated as a single interruption for purposes of calculating a credit.