MANAGED INTERNET SERVICES
SERVICE LEVEL AGREEMENT

This Managed Internet Services Service Level Agreement ("SLA") is governed under the Master Service Agreement (the "Agreement") between Framework Communications, LLC ("Company", "FWC", "us" or "our") and the client whose name and authorized signatory appear in the signature block below ("Client", "you" or "your"), below. Capitalized terms in this SLA shall have the same meaning as those in the Agreement, unless otherwise indicated below.

1. SCOPE OF SLA. This SLA applies to FWC's Managed Internet Services ("Services").

2 TERM. The Services shall commence on the Service Activation Date of that Service component, unless the actions or omissions of the Client delay the Service Activation Date beyond its scheduled Service Activation Date, in which case the Services will begin on the day after the originally scheduled Service Activation Date, and shall continue to be provided until the term of this SLA expires, unless sooner terminated pursuant to the Agreement or as expressly indicated herein.

3. GENERAL MIS SLA TERMS. FWC has established performance objectives for MIS Service. While FWC cannot guarantee that these performance objections always will be met, FWC will provide credits to Client when they are not met.

4. USE OF SERVICE. Client shall utilize the Service in compliance with all applicable international, federal, state and local laws and regulations, as well as abide by FWC's Acceptable Use Policy, which is posted on its website at www.frameworkcommunications.com and incorporated herein by reference. To the extent applicable, Client acknowledges that FWC has no ability to determine whether the communications traffic carried via the Service is jurisdictionally interstate or intrastate. Unless otherwise stated, Client acknowledges and agrees that the communications traffic to be carried via the FWC Network shall be jurisdictionally interstate, pursuant to the Federal Communications Commission's mixed-use "10% Rule" (47 CFR 36.154, 4 FCC Rcd. 1352).

5. SERVICE LEVEL AGREEMENT. FWC's target Network Availability and performance objectives for the duration of each calendar month in a year shall be as follows:

5.1 Network Unavailability. The performance objective for the MIS Site Availability/Time to Restore SLA is for the MIS Site Availability to be 100%. If FWC does not meet this performance objective in any given calendar month, Client will be eligible for an MIS Site Availability/Time to Restore SLA credit for each Outage equal to the product of Client's total discounted Covered MIS Monthly Charges for the affected MIS Ports by a percentage based on the duration of (Time to Restore) the Outage, as set forth in the MIS Site Availability/Time to Restore SLA Credit Table below ("Service Credit"). Network Unavailability shall be deemed to begin upon the earlier of FWC's actual knowledge of the Network Unavailability or FWC's receipt of notice from Client of the Network Unavailability, and end when the Service is operational such that the Service is again able to transmit and receive packets to/from the Network and Access Port or Ports, as documented by FWC's records. Network unavailability does not apply to outages due to a power failure; due to failure of Client's local network; due to the failure or malfunction of non-FWC services, equipment, facilities, or systems; due to circumstances or causes (i.e. force majeure or act of God) beyond the control of FWC or its agents; caused in whole or in part by the negligence or acts or omissions of Client or its end users or its agents; or due to the failure or malfunction of services, equipment, facilities, or systems outside the FWC network past the point of minimum point of entry at the Client's site. Where Client provides its own local access circuits, any periods of Network Unavailability caused by failure of such local access circuits shall be further excluded from any calculation of Network Unavailability. Notwithstanding anything to the contrary in this SLA, in the Agreement or in any SOW, in no event shall any Network Unavailability or failure to meet any objectives or parameters under this SLA be deemed to be or constitute a breach by FWC of this SLA, the Agreement or any SOW.

"Outage" means an occurrence within the FWC Network and/or the FWC-provided dedicated access (and in the case of MIS with Managed Router, the FWC CPE) that is unrelated to the normal functioning of MIS and that results in the inability of Client to transmit IP packets for more than one minute. Measurement of Time to Restore begins when a trouble ticket is opened by FWC Client Care and Client releases the affected Service Component(s) to FWC and ends when FWC Client Care makes its first attempt to notify Client that the problem has been resolved and the Service Component(s) are restored and available for Client to use. Time to Restore excludes Outage time that is outside of the standard operating hours of the local access provider used by FWC for the affected MIS Port and any delay caused by Client.

The MIS Site Availability/Time to Restore SLA does not apply for MIS with Managed Router installations if the dedicated POTS line is not provided by the Client and if it is determined the outage is related to the Managed Router.

MIS Site Availability/Time to Restore SLA Credit Table – Single Link / Single Router		
Time to Restore		**Country Group**
1 Minute	1 Hour	3.3%
1 Hour	2 Hours	3.3%
2 Hours	3 Hours	10.0%
3 Hours	4 Hours	10.0%
4 Hours	5 Hours	25.0%
5 Hours	6 Hours	25.0%
6 Hours	7 Hours	25.0%
7 Hours	8 Hours	25.0%
8 Hours	9 Hours	50.0%
9 Hours	10 Hours	50.0%
10 Hours	11 Hours	50.0%
11 Hours	12 Hours	50.0%
12 Hours	13 Hours	50.0%
13 Hours	14 Hours	50.0%
14 Hours	15 Hours	50.0%
15 Hours	16 Hours	50.0%
16 Hours	17 Hours	100.0%
17 Hours	18 Hours	100.0%
18 Hours	19 Hours	100.0%
19 Hours	20 Hours	100.0%
20 Hours	21 Hours	100.0%
21 Hours	22 Hours	100.0%
22 Hours	23 Hours	100.0%
23 Hours	24 Hours	100.0%
24 Hours	36 Hours	100.0%
36 Hours	Over 36 Hours	100.0%

MIS Site Availability/Time to Restore SLA Credit Table – Dual Link / Single Router		
Time to Restore		**Country Group**
Equal to or Greater than:	to Less than:	Group 1 Dual Link Single Router
1 Minute	1 Hour	3.3%
1 Hour	2 Hours	25.0%
2 Hours	3 Hours	25.0%
3 Hours	4 Hours	50.0%

4 Hours	5 Hours	50.0%
5 Hours	6 Hours	50.0%
6 Hours	7 Hours	50.0%
7 Hours	8 Hours	50.0%
8 Hours	9 Hours	100.0%
9 Hours	10 Hours	100.0%
10 Hours	11 Hours	100.0%
11 Hours	12 Hours	100.0%
12 Hours	13 Hours	100.0%
13 Hours	14 Hours	100.0%
14 Hours	15 Hours	100.0%
15 Hours	16 Hours	100.0%
16 Hours	17 Hours	100.0%
17 Hours	18 Hours	100.0%
18 Hours	19 Hours	100.0%
19 Hours	20 Hours	100.0%
20 Hours	21Hours	100.0%
21Hours	22 Hours	100.0%
22 Hours	23 Hours	100.0%
23 Hours	24 Hours	100.0%
24 Hours	36 Hours	100.0%
36 Hours	Over 36 Hours	100.0%

MIS Site Availability/Time to Restore SLA Credit Table – Dual Link / Dual Router		
Time to Restore		**Country Group**
Equal to or Greater than:	to Less than:	Group 1 Dual Link Dual Router
1 Minute	1 Hour	3.3%
1 Hour	2 Hours	50.0%
2 Hours	3 Hours	50.0%
3 Hours	4 Hours	50.0%
4 Hours	5 Hours	50.0%
5 Hours	6 Hours	50.0%
6 Hours	7 Hours	50.0%
7 Hours	8 Hours	50.0%
8 Hours	9 Hours	100.0%
9 Hours	10 Hours	100.0%
10 Hours	11 Hours	100.0%

11 Hours	12 Hours	100.0%
12 Hours	13 Hours	100.0%
13 Hours	14 Hours	100.0%
14 Hours	15 Hours	100.0%
15 Hours	16 Hours	100.0%
16 Hours	17 Hours	100.0%
17 Hours	18 Hours	100.0%
18 Hours	19 Hours	100.0%
19 Hours	20 Hours	100.0%
20 Hours	21Hours	100.0%
21Hours	22 Hours	100.0%
22 Hours	23 Hours	100.0%
23 Hours	24 Hours	100.0%
24 Hours	36 Hours	100.0%
36 Hours	Over 36 Hours	100.0%

5.2   Latency

5.2.1   Parameter. FWC shall use commercially reasonable efforts to maintain a monthly average Latency less than 37 milliseconds.

5.2.2   Measurement. Latency is a monthly measure of the network-wide delay within the region or between regions, which is the average interval of time it takes during the applicable calendar month for test packets of data to travel between all selected pairs of Network Backbone Nodes in the region(s).

5.2.3   Definitions. "Network Backbone Nodes" are the core routing nodes in the Network.

5.2.4   Service Credit. If FWC does not meet its latency performance objective set forth in Section 5.3.1, in a given calendar month, Client will be eligible for MIS Latency SLA credit equal to $1/30^{th}$ of Client's total MIS Monthly Charges for all MIS ports in the affected region for that month.

5.3   Data Delivery

5.3.1   Parameter. FWC shall use commercially reasonable efforts to maintain a monthly average Data Delivery of no less than 99.95%.

5.3.2   Measurement: MIS data delivery percentage for a region or between regions is the average data delivery percentage for that month for all selected pairs of IP Backbone Nodes in the region(s) calculated by dividing data received by data delivered and multiplying by 100.

5.3.3   Definitions. For purposes of this Section, "Data Delivered" is the number of test packets of data delivered in a month to an ingress router at a Network Backbone Node for delivery to an egress router at the other specific Network Backbone Node. "Data Received" is the number of such test packets of data that are actually received by the egress router at the other Network Backbone Node.

5.3.4   Service Credit. If monthly average Data Delivery fails to meet the parameters set forth in Section 5.3.1, Client shall be entitled to a SLA Credit equal to $1/30^{th}$ of Client's total MIS Monthly Charges for all MIS ports in the affected region for that month.

5.4   MIS Jitter

5.4.1   Parameter. FWC shall use commercially reasonable efforts to maintain a monthly average Jitter of no more than 1.0 milliseconds.

5.4.2   Measurement. The difference in time it takes a selected pair of test packets in a data stream to travel from one Network Backbone Node in a pair to another is measured for all selected pairs of Network backbone Nodes in the region(s) over the

month. One of the test packets in the selected pair will always be a packet in the data stream that takes the least time to travel from one Network Backbone Node in a pair to another.

5.4.3   Definitions. "MIS Jitter" is a monthly measure of the network-wide IP packet delay variation within or between the applicable region(s), which is the average difference in the interval of time it takes during the applicable calendar month for selected pairs of test packets of data in data streams to travel between selected pairs of Network Backbone Nodes in the regions(s).

5.4.4.   Service Credit. If monthly average Jitter fails to meet the parameters set forth in Section 5.4.1, Client shall be entitled to a SLA Credit equal to 1/30th of Client's total MIS Monthly Charges for all MIS ports in the affected region for that month.

5.5   VoIP on MIS Site Availability SLA

The performance objective for the VoIP on MIS Site Availability SLA is that no problem occurring within the IP Network, the FWC CPE or, if provided by FWC at the Site, the dedicated access will prevent Client from completing all attempted IP telephone calls for a period that lasts two consecutive hours or more. If FWC does not meet this performance objective, Client will be entitled to a VoIP on MIS Site Availability SLA credit equal to 1/30th of Client's total monthly Concurrent Call charges for IP voice channels at the affected Client VoIP Site for each such incident. The VoIP on MIS Site Availability SLA does not apply for MIS with Managed Router installations if the dedicated POTS line is not provided by the Client and if it is determined the outage is related to the Managed Router.

5.6. MIS VoIP Call Quality SLA

The performance objective for the MIS VoIP Call Quality SLA is a VoIP R-Factor Percentage of at least 95%. If FWC does not meet this performance objective for a Client VoIP Site in a given calendar month, Client will be eligible for an MIS VoIP Call Quality SLA credit equal to the monthly charges for IP voice channels at the affected Client VoIP Site times 5%, times the number of consecutive months FWC does not meet the SLA, up to five months.

"VoIP R-Factor Percentage" is the percentage of qualifying On-Net Calls made from a Client Site in the 48 contiguous United States in a given month that meet or exceed an R-Factor of 70. Calls lasting 10 seconds or less are not included when calculating the VoIP R-Factor Percentage.

The VoIP Call Quality SLA only applies to Client Sites with access speeds greater than or equal to 128Kbs. Client Sites with cascaded router or IP PBX configurations do not qualify for the VoIP Call Quality SLA.

The MIS VoIP Call Quality SLA does not apply for MIS with Managed Router installations if the dedicated POTS line is not provided by the Client and if it is determined the outage is related to the Managed Router.

6. MIS SERVICE COMPONENTS/CAPABILITIES

6.1   MIS Port. An MIS Port provides the connection to the Network. The Port speed is the maximum rate for transmission of data through the Port.

6.2   Domain Name System (DNS) Administration. FWC will host Client's IP addresses or domain names for up to 15 primary and/or secondary (the same domain counts as both primary and secondary) DNS zones (15 domain names per circuit or per each NxT1 circuit bundle). If Client establishes its own primary DNS, FWC will host secondary DNS only. Client must pay to the registrar all domain registration fees related to registration and use of domain names. FWC will not host domains that are not owned by Client. Once Client's DNS is established, Client must self-administer its DNS for all existing zones using FWC's web-based DNS Provisioning Tool, which permits Client to view, add, delete or update its DNS records and add new domains. (Client may not use the DNS Provisioning Tool to obtain IP block assignments.) FWC also operates "resolving" or "caching" DNS servers that Client may use for domain name look-ups by Client's in-house systems (PCs, mail servers, etc.) connected to the Service. This domain name look-up service is only available if FWC is providing primary DNS or primary and secondary DNS to Client and if Client does not have its own DNS server(s), and it may not be used by Client's spam detection software for querying spam block lists. For a separate charge, FWC may provide additional DNS Administration in blocks of up to 15 additional primary or secondary DNS zones. Clients may not make more than 500 DNS queries per second. FWC will only provide DNS Administration, including domain name look-ups, directly to Client and not to downstream providers (including Internet Service Providers, Internet Access Providers, Application Service Providers and resellers) or to any third parties given access to Service by Client. Clients running their own DNS Servers or relying on third parties to host their forward domain names must use their or the third party's DNS Servers for this purpose, and those Servers may not be configured to forward DNS queries to FWC DNS Servers. Clients running their own DNS Servers or relying on third Parties to run DNS Servers must ensure that the servers are configured to only answer queries from local, known and/or trusted sources ("Permitted Sources"). If FWC determines that a Client is operating what is commonly known as an Open DNS Resolver or open DNS Proxy which is one that answers queries from sources other than Permitted Sources, FWC reserves the right to block at any time the affected traffic without any notice to the Client. Client will be required to reconfigure the DNS Servers to only answer queries from Permitted Sources.

6.3   Additional DNS. Provides Clients with administration of up to 15 additional DNS zones. Clients may select primary DNS or secondary DNS. An additional monthly charge applies. Multiple orders of Additional DNS, for the corresponding monthly charge, are available.

6.4   Network Usage Reports. Client will have access to traffic summary reports that track access line utilization as a percentage of the available bandwidth. Daily graphical reports display the inbound and outbound traffic profile in 15-minute increments (except for usage-based circuits, for which 5-minute increments are displayed) and peak and average traffic statistics of the day. Weekly and monthly graphical reports display the inbound and outbound traffic profile, and peak and average traffic statistics, for the selected reporting period.

6.5   Network Practices. FWC's underlying carrier engineers its dedicated Internet access services to provide a high-quality Internet experience for its Clients. FWC does not favor certain Internet applications by blocking, throttling or modifying particular protocols, protocol ports, or protocol fields in ways not prescribed by the protocol standards. However, FWC and its carrier(s) proactively monitor the network to guard against a wide range of security threats, including viruses, botnets, worms, SPAM, distributed denial of service attacks and other malicious or harmful activity. In the event a security threat is detected, FWC will typically attempt to isolate that threat and prevent it from spreading across its network or to other networks. We may use a variety of security measures to prevent the spread of a threat, which may include temporarily limiting the flow of traffic over some portions of its network or taking other actions to address the threat. FWC attempts to limit those actions to the specific portions of its network or Client base impacted by the security threat and for only as long as necessary to mitigate the threat.

7.   MIS FEATURES

7.1 Class of Service. The Class of Service (CoS) feature enables Client to prioritize traffic among four classes: real-time, high-grade data, medium-grade data, and low-grade data. Each CoS has a specific amount of bandwidth allocation so that all classes can transmit data during congestion. However, if any class does not use its entire bandwidth allocation, packets of other classes can share the unused bandwidth. Client may select from a number of "profiles" that have predetermined bandwidth allocations for each CoS.The CoS feature is required when IP Flex is used with MIS Services. Some restrictions apply with the MIS Access Redundancy Options.

7.2   Inbound Mail Relay. Inbound Mail Relay includes use of a hosted Simple Mail Transfer Protocol (SMTP) Internet mail relay server dedicated to routing, and temporarily storing, incoming (to Client's Site) Internet e-mail, if needed. When incoming mail for Users in the Client's domain cannot be delivered to the Client's mail servers designated in the domain MX record, it is redirected to the FWC mail relay server, which will store incoming mail data and will retry and attempt delivery for a maximum of 5 days. Mail data exceeding the 5-day period will be deleted. Mail storage capacity limits apply.

7.3   MIS with MPLS Private Network Transport (PNT). With the MPLS PNT feature, FWC segregates Client data traffic transmitted over the FWC IP Network using MPLS to create a network-based IP Virtual Private Network (VPN). FWC segregates Client's PNT traffic from other traffic on the network with separate routing tables in FWC network/provider edge (PE) routers. Unique VPN ID labels are added to Client's data packets as they enter the FWC IP Network and are removed as the data packets reach their destination so that the Client's router may read the data. PNT does not permit access to the Internet, so Clients must order separate MIS ports if they also want Internet access and DNS Administration at an MIS with PNT Site. The MPLS PNT feature is available for use at Sites with Local Channel access (Full/Fractional DS-1, MLPPP 3 Mbps through 12 Mbps, and Full/Fractional DS-3) and Ethernet access from 10 Mbps to 100 Mbps. MPLS PNT Ports using Ethernet access may be configured as a single VLAN or up to ten (10) VLANS. MIS with MPLS PNT is not available with the Dual Stack.

7.3.1   MPLS PNT Service Types

7.3.1.1. MPLS PNT IP Transport. With MPLS PNT IP Transport, MPLS label stacking starts at the FWC's MPLS-enabled Provider Edge (PE) routers, and MPLS and other enabling technologies are used within the FWC IP Network to join Client's MPLS PNT Sites into a VPN. Client traffic sent between the Client edge (CE) router at the Client Site and the FWC PE router over the local access circuit is not segregated using MPLS labels, but FWC supports static routing or BGP 4 between the CE router and the FWC PE router.

7.3.1.2. MPLS PNT Label Transport. With MPLS PNT Label Transport, Client CE routers and FWC PE routers are configured for IP static routing and Label Distribution Protocol (LDP) to allow the exchange of MPLS labeled traffic between Client CE router and the FWC PE router over the local access circuit. MPLS label stacking starts at the Client's router, so Client network information associated with Client's end user is not visible to FWC. MPLS PNT Label Transport also enables Clients to offer MPLS VPN capabilities to their end-user Clients.

7.3.1.3. MPLS PNT Unilink. MPLS PNT Unilink allows Clients to maintain up to one hundred twenty (120) logical channels on an MPLS PNT Port. The aggregate bandwidth of all logical channels may not exceed the bandwidth of the Port. Router limitations may limit the bandwidth of the Port. CoS is not available.

7.3.1.4. FWC Private Network Transport – FWC VPN Interoperability Feature. FWC Private Network Transport (PNT) - FWC VPN (AVPN) Interoperability Feature ("AVPN Interoperability Feature") allows Client Sites using FWC VPN MPLS VPN and FWC Private Network Transport VPN to be interconnected, and permits communication on an any-to-any basis. The AVPN Interoperability Feature may not be compatible with all FWC VPN features or capabilities, or with all MPLS PNT features or capabilities. Service Components interconnected using the AVPN Interoperability

Feature only qualify for SLAs that are expressly applicable to the respective Service. Implementation of the AVPN Interoperability Feature does not change the testing or measurement of performance obligations applicable to or reporting available for a Service Component. For example, and without limiting the forgoing, when Client's FWC VPN and MPLS PNT VPN are interconnected by the AVPN Interoperability Feature, the PNT Port will not be included in the measurement of the FWC VPN MPLS Port-to-MPLS Port Latency and FWC VPN MPLS Port Data Delivery SLAs, and a failure by FWC to meet the performance objective for these SLAs shall not make Client's AVPN Ports eligible for service credits under the PNT SLAs. When making a claim for a service credit, Client must follow the SLA credit request process applicable to the respective Service for which the credit is claimed.

7.4. MIS with IP Flex. IP Flex service is available in conjunction with MIS to permit Clients to transmit voice telephone calls in IP format over the FWC IP Network. To be eligible for MIS with IP Flex, Client must order MIS Plus (FWC Managed/Provided CPE) and the CoS feature via the MIS Pricing Schedule.

7.5. IP Version Option. Three IP Version options are available with MIS; IPv4 ("IPv4").

7.**5.1. Internet Protocol version 4 (IPv4).** Internet Protocol version 4 (IPv4) is the current standard communication protocol in place for Internet communication. IPv4 has been the default IP version supported by MIS. IPv4 uses 32-bit (four-byte) addresses, usually written in dot-decimal notation, which consists of the four octets of the address expressed in decimal and separated by periods. (Example: 192.168.255.255).

8.   COVERED ACCESS ARRANGEMENTS AND DUE DATES. The MIS On-Time Provisioning SLA applies to MIS Sites located in the continental United States with respect to Covered Access Arrangements, as defined in the following table, and based on the availability dates provided by the local access provider, which may change at any time and without notice to Client, in which case the SLA start date will be automatically reset to the latest date provided to FWC by the local access provider. The On-Time Provisioning SLA does not apply with respect to any access arrangement ordered for, and/or associated with, any type of Client collocation arrangement on FWC's premises.

Covered Access Arrangement	Due Date
Access of any speed that is provisioned as part of a T1 Access Channel, including multiple T1 configurations	30 calendar days after the date when FWC issued CCD to Client
Access of any speed which is provisioned as part of a T3 Access Channel	42 calendar days after the date when FWC issued CCD to Client

9.   SERVICE CREDITS . Service Credits hereunder are calculated as a percentage of the monthly recurring charges ("MRC") and may not be applied to usage charges, government fees, taxes, or surcharges, or any third party charges passed through to Client by FWC. Service Credits hereunder may be paid only once per any given billing cycle. Service Credits issued to Client hereunder shall be Client's sole and exclusive remedy at law or in equity on account of any Network Unavailability and/or failure to meet any objectives or parameters set forth in this SLA. FWC agrees to pass through a credit equal to the credit received by FWC from its underlying FWC(s) for such Network Unavailability, in lieu of the above-stated Service Credits. In no event shall FWC's total liability for any and all interruptions, disruptions, failures, and/or degradations in Service (including, without limitation, any Network Unavailability or failure to meet any objectives or parameters set forth in this Supplement) exceed one hundred percent (100%) of the MRC for the affected Service.

9.1   Service Credit Request. Client must submit a written request to claim a Service Credit no later than thirty (30) days following the event which gives rise to Client's right to request the Service Credit. Failure to request an allowance within such period shall constitute a waiver of any claim for a Service Credit.

9.2   Multiple Applicable Service Standards. If an incident affects the performance of the Service and results in a period or periods of interruption, disruption, failure or degradation in Service, entitling Client to one or more credits under multiple service level standards, only the single highest credit with respect to that incident will be applied, and Client shall not be entitled to credits under multiple service level standards for the same incident.

9.3   Events Excluded From Service Credit. Notwithstanding the foregoing, Client shall not receive any Service Credit for any Network Unavailability, failure to meet any objectives or parameters hereunder, or delay in performing repairs, arising from or caused, in whole or in part, by any of the following events:

a.   the conduct of Client or users of MIS Service
b.   the failure or deficient performance of power, equipment, services or systems not provided by FWC
c.   delay caused or requested by Client
d.   service interruptions, deficiencies, degradations or delays due to access lines or CPE when provided by third parties (except as specifically provided in a particular SLA)

e. service interruptions, deficiencies, degradations or delays during any period in which FWC or its agents are not afforded access to the premises where access lines associated with MIS Service are terminated or FWC CPE is located

f. service interruptions, deficiencies, degradations or delays during any period when a Service Component is removed from service for maintenance, replacement, or rearrangement purposes or for the implementation of a Client order

g. Client's election to not release a Service Component for testing and/or repair and to continue using the Service Component

h. force majeure conditions

i. service interruptions or delays in investigating and/or fixing a trouble affecting a non-US Service Component due to the hours of operation of the local access provider in the country for which Client is reporting a trouble

j. service interruptions, deficiencies, degradations or delays during routine network maintenance. Routine maintenance is scheduled between 12 am and 6 am - local time - Monday through Friday.

k. In addition, the SLA does not apply (a) if Client is entitled to other available credits, compensation or remedies for the same service interruption, deficiency, degradation or delay, (b) for service interruptions, deficiencies, degradations or delays not reported by Client to FWC, (c) where Client reports an SLA failure, but FWC does not find any SLA failure, and (d) to sites that are not directly connected to the FWC Network, such as sites connected in a cascaded fashion to a directly connected site.

9.4   Use of Alternate Service If Client elects to use another means of communications during the period of interruption, Client must pay the charges for the alternative service used.

10.   SERVICE CALL FEES. Client has the right to request FWC visit Client's premises to attend to service issues. FWC has the right to refuse such request if it deems a site visit is unnecessary. In such an instance, Client may overrule FWC's refusal and demand FWC make a service call. If it is subsequently determined, in FWC's sole discretion, that the service call request was unnecessary and Client's demand was in error, FWC has the right to bill Client for the service call at its hourly rate set forth in the Rate Table.

11.   RELOCATION. If Client moves during the term of this Agreement and would like to relocate the Service, Client shall file a relocation request within FWC forty-five (45) days prior to scheduled relocation. This request must contain at least the requested date of Service termination, the address and phone number of the new location, the prospective move-in date, and the requested transfer of Service date. Relocation does not release Client from its obligations under this Agreement or any SOW. FWC shall use its best efforts to provide Client with the Services in the event Client relocates within the FWC service area but has the sole discretion to refuse to relocate the Service. If FWC is unable or chooses not to provide Service to Client's new location, this Agreement shall terminate and Client shall be responsible for early termination fees.

11.1   Limitations. Client acknowledges that Service performance may vary according to geographic location and there is no assurance that Client will receive the same level of Service or pricing with relocation. If Client terminates or moves Service, any service level and price guarantees are void. FWC assumes no liability whatsoever for any claims, damages, losses or expenses arising out of or otherwise relating to the unavailability of the Service in Client's geographical area, for any reason, even where such unavailability occurs after installation of the Service.

11.2   Relocation Fee. FWC may charge Client a relocation fee. In addition, in the event relocation or early termination of Service results in FWC incurring fees or penalties from its underlying carrier, such fees or penalties shall be passed on to Client and Client agrees to assume all responsibility for paying such fees or penalties.

12.   DISCLAIMER OF THIRD PARTY ACTIONS. At times, actions or inactions caused by third parties (e.g. denial of service attacks) can produce situations in which Client connections to the Internet (or portions thereof) may be impaired or disrupted. FWC cannot guarantee that such situations will not occur, and accordingly FWC disclaims any and all liability resulting from or related to such events. In the event that Client's use of the Service or such third parties is causing harm to the Network or its operations, FWC shall have the right to suspend the Service. FWC shall restore the Service at such time as it reasonably deems that there is no further harm or threat to the FWC network or its operations.

13.   MAINTENANCE AND MODIFICATIONS TO SERVICE. FWC may at any time and without liability modify, expand, improve, maintain, or repair the FWC network even if such activity might result in temporary suspension(s) of the operation of the Service. FWC will use commercially reasonable efforts to minimize any disruption to the Service to Client and shall use its best efforts to give Client commercially reasonable notice of a maintenance period prior to the disruption by telephone (real-time or voicemail), facsimile, or e-mail. Credits will not be issued with respect to such Service interruptions if FWC has used commercially reasonable efforts to so notify Client in accordance with this paragraph.

For Billing Questions, please email accounting@frameworkcommunications.com or call (312) 265 - 8733, Option 3 for Admin/Billing.
For Service Inquiries, please email support@frameworkcommunications.com or call our service hotline at (866) 486 – 5507.

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