

Service Level Agreement (SLA) for Metro Ethernet SNAPPY INTERNET & TELECOM (SI&T)

INSTALLATION: Circuit installation within 90 days of the Date of Order, excluding delays for third-party provided local loop. Installations exceeding this target are eligible for a credit of 50% of the first monthly recurring charge for the affected circuit. Credits must be requested in writing within 30 calendar days of the installation date.

SERVICE AVAILABILITY: 99.99% availability each calendar month. For service outages exceeding this target, credits may be requested for the affected circuit as follows:

- Exceeding target, up to by 12 hours continuous outage: 5% of monthly recurring charge ("MRC")
- Subsequent 12-hour increment of continuous outage: 5% of MRC

Every subsequent 24-hour increment of continuous outage shall be eligible for an additional 10% credit of MRC. By definition, a circuit is experiencing an outage if no traffic is exchanged on the circuit, or if SI&T is unable to ping the gateway router. Outage hours are rounded to the nearest hour and based on the time a vendor Trouble Ticket is created, as indicated by the time stamp on the Trouble Ticket.

RESPONSE TIME: 4 hours. If SI&T is unable to commence service restoration within 4 hours following telephone notification of an outage, a credit may be requested for 5% of the affected circuits' MRC.

THROUGHPUT: 100% throughput on loops between the gateway router and the Central Office (i.e., gateway router will train to 100% of the purchased speed level). If the circuit is continuously and chronologically documented through SI&T tests and vendor Trouble Tickets as functioning below the guaranteed loop speed for 60 consecutive days, service may be disconnected without early termination penalty. SI&T does not guarantee throughput from devices beyond the gateway router or the Central Office (e.g. from a customer-side computer to the Internet) due to effects of external factors such as Internet congestion and protocol overhead.

LATENCY: Maximum average latency of 60 milliseconds from gateway router to a test point on the SI&T network (one-way). Average latency is the hourly average of the latency tests performed on a circuit. Average latency is not measured when a circuit is experiencing a service outage. If the average latency exceeds the guaranteed maximum in a calendar month, 1 day credit may be requested (1/30 of the MRC for the affected circuit). Test points for latency are designated solely by SI&T. Testing must be done during a period in which the only traffic on the circuit is the test traffic. In the case of continuous high latency exceeding SI&T's service guarantees, SI&T reserves the right to recommend the disconnection of the affected circuit without penalty of breach.

GENERAL: Customer's exclusive remedy for performance breach is repair of service and credits towards future service as outlined in this Service Level Agreement. All credits must be requested in writing within 7 days of the performance breach or deemed waived. All monies owed SI&T and not in dispute must be paid in full before a credit is applied. Credits are not available during periods of scheduled or emergency maintenance. In no case shall the sum of credits during a calendar month exceed the monthly recurring charges for the affected services. In no case shall credits be issued when SI&T determines, in its reasonable commercial judgment, that the delay, outage or failure was not due to SI&T's facilities, equipment or personnel. SI&T will not be responsible for delays, outages or failures due to any situation or event beyond SI&T's direct control; including but not limited to windstorm, flood, interruption of power or other utilities, acts of war, terrorism, accidents, acts or omissions by the customer or defects in equipment owned or maintained by the customer. This SLA may be modified by SI&T at its sole discretion and the governing SLA for any circuit shall be that in effect upon the Date of Order. Date of Order is upon acceptance by SI&T of customer-signed order form with accompanying requisite prepayments. All credits will be calculated solely by SI&T and will be based on a 30 day month for the affected service.