

BONDED ADSL

SERVICE LEVEL AGREEMENT (SLA)

TrueNet's business grade broadband services offer highly reliable and cost effective connectivity for today's high-demand business and enterprise customer. TrueNet, Inc. is dedicated to delivering an unmatched Customer Experience and has gone to great lengths to ensure that our network is reliable to 99.9% availability and uptime. This document describes the service level commitment for the following services (together referred to as the "services").

SECTION 1: AVAILABILITY GUARANTEES

Broadband Network Availability: TrueNet's target for Network Availability is 99.9% for any given month. Network Availability will be determined as an average of actual circuit availability as a percent of total potential circuit availability measured on a monthly basis. See Section 7 of SLA for the Service Claim Process.

Service Credit for Unavailability: For each calendar month, if Customer experiences availability of TrueNet infrastructure below the committed availability service level of 99.9%, Customer will receive a Service Credit. The amount of Service Credit that may be granted, upon compliance by Customer with the procedures herein, shall be:

- Should network availability fall below 99.9% in any given month, a credit equal to 1/30th of the monthly rate will be issued for each 5-hour increment of the outage, to a maximum of 100% of the monthly billing rate in any given month.

SECTION 2: INTERNET LATENCY GUARANTEE

TrueNet guarantees an average monthly transmission rate of 50 milliseconds (32-byte packet) or less to at least one of TrueNet's upstream Internet providers' or peers' BGP interfaces. TrueNet measures Internet latency to TrueNet upstream Internet providers' or peers' BGP interfaces at approximately five (5) minute intervals and calculates the average at the end of each calendar month. Any Customer who experiences average Internet latency to at least one of TrueNet's upstream Internet providers' or peers' BGP interfaces in excess of 50 milliseconds as so calculated for any calendar month will, upon compliance with the procedures herein, be eligible to receive a one (1) day Service Credit. See Section 7 of SLA for the Service Claim Process.

The TrueNet Latency guarantee does not include local loop, Customer Premise Equipment, Customer's Local Area Network (LAN), Customers over utilized purchased WAN services, scheduled maintenance events, customer caused outages/ disruptions or interconnection connectivity within other Internet Service Provider (ISP) networks.

SECTION 4: DEFINITIONS

"Monthly Recurring Charge" shall mean the monthly fee for Customer's data center service charged by TrueNet for the month in which the event giving rise to the claim for Service Credit occurs.

"Broadband Network" shall mean the telecommunications network and network components, including points of

presence, from TrueNet's upstream Minimum Point of Entry, "MPOE," to at least one of TrueNet's upstream Internet providers' or peers' BGP interfaces.

"Unavailability" for purposes of the "Availability Guarantees" of **Section 1** shall not include (and for which no Service Credit shall be granted) unavailability due to TrueNet planned or critical maintenance or outage; packet loss; customer request; any customer equipment, circuit, application, software, code, hardware device failure or malfunction; acts or omissions of Customer and/or Customer's users; denial of credit to Customer; or reasons outside of TrueNet's reasonable control, such as Force Majeure.

SECTION 5: MAINTENANCE (PLANNED & CRITICAL)

Planned: Scheduled (non-emergency) maintenance shall mean any maintenance to which Customer's circuit is connected within TrueNet's Data Center. Scheduled Maintenance will be performed between the hours of 12 AM to 6 AM local time. Normal maintenance includes (1) upgrades of hardware and software; (2) upgrades to capacity; (3) network activity that may degrade the quality of service or cause service interruptions.

Critical Maintenance: Critical maintenance may be performed at any time to correct network conditions that require immediate attention. Critical maintenance is performed at the discretion of TrueNet and may degrade or disrupt service. All reasonable business efforts will be attempted to notify the Customer's designated point of contact as is reasonably practicable under the circumstance.

SECTION 6: FORCE MAJEURE

Neither TrueNet nor Customer shall be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemy's; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including strikes, slowdowns, picketing or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers.

SECTION 7: SERVICE CLAIM PROCESS

To initiate a claim for Service Credit with respect to any Guarantee Customer shall submit a completed Service Credit Request within seven (7) days after the end of the month during which the event occurred which gives rise to the claim for Service Credit. TrueNet shall acknowledge receipt of all Service Credit Request Forms via email no later than the next succeeding business day after such receipt and shall review all requests within 7 days after such receipt. Customer shall be notified via email upon resolution of the request.

"Unavailability" or "Service Outage" begins when TrueNet is notified by the customer and a trouble ticket is initiated. Unavailability or a Service Outage ends when the affected network or facility service is again operational and the respective trouble ticket is closed by TrueNet or its partners or peers.

SECTION 8: SERVICE CREDIT

If Customer's Service Credit Request is approved, TrueNet shall issue Service Credit to Customer's account, which shall appear in the month following the month in which the Service Credit Request was approved. Service Credit shall be Customer's sole remedy for any failure by TrueNet to provide Services, including, but not limited to, any Unavailability or Service Outage.



The Service Credit provided for herein is based on Customer's compliance with the terms and conditions of its Master Services Agreement with TrueNet, and the failure of Customer to comply therewith may invalidate TrueNet's Guarantees provided herein. Furthermore, TrueNet shall not be held liable for failure to fulfill its obligations hereunder if such failure is due to Customer's tampering with any equipment.

If TrueNet fails to comply with more than one Guarantee with respect to a Customer at separate times during a calendar month, each Guarantee will be eligible for the granting of Service Credit. Should TrueNet fail to comply with more than one Guarantee at a single time, such as in the case of a site-wide outage, service credits for those services affected concurrently will not be cumulative. In this case, only the Guarantee producing the greatest measured Service Credit to the Customer will be considered for the granting of Service Credit. Furthermore, If Customer receives more than one Service, Service Credits will not be considered for Services that were not affected by TrueNet's failure to comply with any Guarantee.

SECTION 9: TERMS OF AGREEMENT

This agreement is not valid without an accompanying, signed Master Services Agreement (MSA) For Data Center Services in effect.