



Plexcom Business SDSL Service Level Agreement

This Service Level Agreement (this "SLA") sets the service standards for the Business SDSL service described in the SOA to which this SLA along with the TAC is attached.

1. Service Standards. The service level standards for the Service are as follows (collectively, the "Service Standards")

- A. Mean Time to Repair: The mean time to repair described in this SLA as (MTTR) is eighteen (18) hours.
- B. Service availability: At least 99.9% uptime of the Network on a monthly basis. For purposes of this SLA, "Network" shall mean Plexcom's network originating at the point where Plexcom's backbone connects to the Internet and ending at Customer's demarcation point.
- C. Packet loss: Less than 1% packet loss on the Network based on a monthly average.
- D. System Latency: Less than 120ms round trip delay on the Network based on a monthly average.

The Service upload and download speeds are guaranteed by Plexcom up to the guaranteed data rate specified in the SOA on a monthly average. The guaranteed data rate specified in the SOA can be effected by many factors including but not limited to: customer location, obstructions, customer wiring, interference, Internet traffic and hardware as well as other factors beyond the control of Plexcom. If Plexcom fails to meet the guaranteed rate on a monthly average, customer's sole remedy is to reduce the service level to a guaranteed data rate that resembles more accurately the guaranteed data rate throughput the customer is receiving on a monthly average.

E-mail accounts are available in the quantity and with the storage capacity specified in the SOA. Additional accounts are available at additional pricing specified by Plexcom Networks. Web space and other services, such as DNS services, are available at an additional charge. Customer may not resell the Service or any component thereof to any third party without the prior written consent of Plexcom. Plexcom reserves the right to change customer pricing based upon 30 days notice.

2. Credit for Failure to Observe Service Standards. If at any time during the Service Term (as defined in the SOA) the Service is not being provided in accordance with the Service Standards (a "Failure of Service"), Customer's sole and exclusive remedy for such Failure of Service shall be (i) Plexcom shall attempt to correct the Failure of Service as soon as reasonably possible and (ii) Customer shall receive a credit (a "Credit") for the period during which the Failure of Service occurred for Internet Services only, determined as follows:

- A. **Service Downtime (MTTR)**: In reference to the service standards for section 1A above. For purposes of this SLA, "Service Downtime" shall mean Service Outage to the customer location originating at the point where Plexcom's backbone connects to the Internet and ending at Customer's demarcation point. A Service Outage occurs from the time Plexcom and/or Customer opens a trouble ticket for the failure of service to the time the ticket is closed by Plexcom excluding any time Plexcom waits for a response, availability or action from Customer on the service outage.
 - 1. If such period is less than eighteen (18) hours, Customer shall not receive a Credit.
 - 2. If such period is equal to or greater than eighteen (18) hours, Customer shall receive a Credit equal to 10% of monthly billed revenue for the Service.
- B. **Service Availability**: For each reporting calendar month Plexcom fails to achieve the reported Average Service Availability set forth in section 1B above, Customer shall receive a credit in the amount of 10% of the monthly billing for Internet Service only, for the effected Customer location and/or locations.
- C. **Packet Loss**: For each calendar month Plexcom fails to meet the minimum service standards set forth in section 1C above, Customer shall receive a credit in the amount of 5% of the monthly billing for Internet Service only for the effected Customer location and/or locations. Packet loss is not measured when the customer is experiencing a service outage.
- D. **System Latency**: For each calendar month Plexcom fails to meet the minimum service standards set forth in section 1D above, Customer shall receive a credit in the amount of 5% of the monthly billing for Internet Service only for the effected Customer location and/or locations. System Latency is not measured when the customer is experiencing a service outage.

Plexcom shall, in its sole discretion, determine the amount of any credit owed to Customer under this Section 4, which determination shall be based on the Tickets opened and other records maintained by Plexcom. Total for all credits in section four (4) above customer shall receive on account of any Failure to meet any and/or all parts of the Service Standards listed in section three (3) above shall in no event exceed, in the aggregate, 100% of the monthly billed revenue for Internet Service. All monies owed to Plexcom under the Agreement must be paid in full before any Credits shall be applied due to a Failure of Service. Credits must be requested within 45 days of the occurrence of a Failure of Service or shall be forfeited. Plexcom shall incur no liability to Customer or any other party and shall not be obligated to issue Credits for any Failure of Service due to (i) causes unrelated to the Network, including, but not limited to, any disruption in the Internet or World Wide Web, or (ii) any other causes beyond its reasonable control, including, but not limited to, acts of God, war, terrorism, electrical storm, tornado, hurricane, strikes or lack of access to its equipment at Customer's site. Plexcom does not guarantee network security, or the integrity of any data which is sent over, backed up, stored or subject to load balancing, or that Plexcom's security procedures will prevent the loss of, alteration of, or improper access to, Customer's data or information.

Customer Initials _____

Plexcom _____