Service Level Agreement

This exhibit contains the Ethoplex Service Level Agreement (SLA) and associated Service Level Guarantee (SLG) for network performance criteria and operational measurements for the service provided under the Dedicated Access Service Agreement. This SLA and SLG supersede any directly conflicting terms of that agreement.

Network Latency

Latency is the time delay experienced between a local computer/device generating a Layer 3 ICMP 64 byte ping message and receiving a response from the targeted remote computer/device. It is normally expressed in milliseconds (thousandths of a second).

No SLA is offered for IP packets traversing the public Internet. (Defined as the Ethoplex edge router interface connecting to the Tier 1 provider and beyond). For Internet Access, the Ethoplex network is an extension of the public Internet.

Ethoplex will measure latency using a standard 64 byte ping from one network device to a second network device in a round trip fashion. The ping test shall be conducted every 5 minutes for 24 hours for an entire month to constitute the measurement period.

A month is defined as 30 days times 24 hours for a total of 720 hours. Pinging every five minutes produces 12 pings per hour, 288 pings per day and 8,640 pings per month.

Latency will be measured as an average measurement over the month, beginning on the first of each month, to determine the performance of the network based upon the Latency Report issued by Ethoplex. The SLA will be determined to be non-compliant if there is a period of one consecutive hour or more in a 24 hour period (day) with Ethoplex measurements exceeding 15ms on average to qualify for non-standard performance. The customer must open a trouble ticket with the Ethoplex NOC in order to qualify for the credits issued for a non-compliant SLA performance.

Network Availability

Network Availability is defined as the total number of minutes in a billing month during which a Ethoplex Ethernet service is available to exchange data between the two Customer end points, or a Customer end point and the router connecting Ethoplex to the Tier 1 provider, divided by the total number of minutes in a billing month expresses as a percentage. A billing month has 43,200 minutes.

Network Availability is calculated as the total number of minutes during a calendar month when a specific customer connection and local access arrangements are available to exchange data between two or more customer end points with the same type of service, divided by the total number of minutes for that month.

Network Availability covering Type 1 (On-Net) access is 99.99% that translates to 4.32 minutes per month of down time outside the maintenance window(s) for Layer 2 Ethernet transport services.

The calculation of Network Availability commences after the Customer opens a Trouble Ticket with the Ethoplex NOC and is based on the availability of the service during the service monthly billing period in which the Customer opens the Trouble Ticket. Network

outages do not include periods of service degradation, such as slow data transmission. Network availability is calculated on reported outages outside the maintenance window(s).

Availability will be measured as an average measurement over the month, beginning on the first of each month, to determine the performance of the network based upon the Availability Report issued by the Ethoplex. The SLA will be determined to be non-compliant if there is a period of one consecutive hour or more in a 24 hour period (day) with Ethoplex measurements exceeding 99.99% Availability on average to qualify for non-standard performance. The customer must open a trouble ticket with the NOC in order to qualify for the credits issued for a non-compliant SLA performance.

Packet Loss

Packet loss describes an error condition in which data packets appear to be transmitted correctly at one end of a connection, but never arrive at the other.

Packet Loss is the average ratio of total packets that are sent to those that are received. Ratios are based on packets that are transmitted from a network origination point and received at a network destination point.

Packet Loss will be measured as an average measurement over the month, beginning on the first of each month, to determine the performance of the network based upon the Packet Loss Report issued by Ethoplex. The SLA will be determined to be non-compliant if there is a period of one consecutive hour or more in a 24 hour period (day) with Ethoplex measurements exceeding 0.1% Packet Loss on average between Ethoplex POPs to qualify for non-standard performance. The customer must open a trouble ticket with the Ethoplex NOC in order to qualify for the credits issued for a non-compliant SLA performance.

Service Mean Time to Restore (MTTR)

The Mean Time To Restore (MTTR) measurement for a service is the average time delay between the time Ethoplex opens a customer trouble ticket (customer notifies Ethoplex) and the time the service is restored.

Routine Network Maintenance

Ethoplex will perform Routine Network Maintenance for backbone improvements and preventive maintenance. Ethoplex will provide at least seven (7) days notice (5 business days) of all routine maintenance to the customer's designated point of contact. For urgent maintenance, Ethoplex shall notify the customer as soon as is commercially practical under the circumstances. Loss, damages, or degradation of services incurred by such an outage will not be applicable for compensation.

Routine Network Maintenance Windows

Routine Network Maintenance is performed during Ethoplex's standard maintenance windows. Maintenance windows are 00:01AM – 06:00 AM daily. If Routine Network Maintenance is necessary during these specified times, affected customers will be notified via email with a "Planned Maintenance Notification". This notification will inform the customer of the exact time, duration and reason for the network maintenance. While the specified window is 6 hours in length, it is rare that a given maintenance would require use of this entire window.

Reporting Trouble Tickets

Customers may notify the Ethoplex NOC via telephone (414-892-2000 or email(noc@ethoplex.com) 24 hours a day 365 days a year.

Service Level Guarantees

The following section is a description of Ethoplex network performance Service Level Guarantees for Dedicated Access.

The following table represents monthly average guarantees:

SLG	Target
Network Availability	99.99%
Network Latency	Not to exceed an average of 15ms
Packet Loss	0.1%
MTTR	4 hours
Maintenance Notification	5 business days

Credits

Credits will be issued to customers from Ethoplex who have opened trouble tickets with the NOC and are found to have valid claims for a non-compliant SLA. Ethoplex shall credit customer's account an amount equal to the monthly recurring charge ("MRC") pro-rated for the length of time that trouble ticket is not resolved for the service outage at a particular customer site.

Maximum Credits

Customer may cumulate SLG credits; however, total credits in any one calendar month may never exceed the monthly recurring charge for that month. The amount of credits per customer per calendar year is limited to an aggregate of four (4) months of customer's monthly recurring charges.