



SERVICE LEVEL AGREEMENTS

Service Level Agreement - MegaPath Business Access and Value Added Services

SUMMARY

MegaPath offers a full suite of Service Level Agreements (SLAs) in the contiguous United States for its diverse range of product offerings. Table 1 contains a summary of MegaPath SLAs. Subscriber should refer to Table 2 below to determine which SLAs apply to which products. Detailed descriptions, measurements and remedies for each SLA can be found below. Subscriber further acknowledges that MegaPath may amend the SLAs from time to time without notice, and Subscriber is responsible for compliance with the current versions of the SLAs.

Table 1 – MegaPath SLA Summary

SLA Summary – Monthly Metrics							
Access Technology	Proactive Monitoring (T1 and Business Ethernet)	DS0, DS1, Business Ethernet (symmetric speeds) & DS3	Business Ethernet (asymmetric speeds)	IDSL & SDSL	ADSL & Cable	International Access	Managed Network and Security & Managed Wifi
Availability (with failover)*	100.00%	100.00%	99.99%	99.99%	99.99%	N/A	99.99%
Availability (without failover)	100.00%	99.99%	99.90%	99.90%	99.50%	N/A	99.99%
Mean Time to Restore	4 Hours	4 Hours	8 Hours	16 Hours	24 Hours	Will vary depending on technology type and country	Configuration Changes: 48 hours
							Repairs: 24 hours
							Replacements: 24 hours
Roundtrip Latency**	110 ms	110 ms	110 ms	110 ms – Core Service Area 160 ms – Expanded Service Area	110 ms – Core Service Area 160 ms – Expanded Service Area	N/A	N/A
Packet Delivery	99.9%	99.90%	99.90%	99.50%	99.50%	N/A	N/A
Automated Outage Notification*	10 minutes	15 minutes	15 minutes	15 minutes	15 minutes	N/A	15 minutes (optional)
Chronic Outage	3 outages in a calendar month	3 outages in a calendar month	3 outages in a calendar month	3 outages in a calendar month	3 outages in a calendar month	3 outages in a calendar month	3 outages in a calendar month



SERVICE LEVEL AGREEMENTS

Access Technology	Proactive Monitoring (T1 and Business Ethernet)	DS0, DS1, Business Ethernet (symmetric speeds) & DS3	Business Ethernet (asymmetric speeds)	IDSL & SDSL	ADSL & Cable	International Access	Managed Network and Security & Managed Wifi
Access Circuit Install Interval (calendar days) Measured from date of accepted order. Any change requiring a order supplement restarts the provisioning interval.	DS1 Core Service Area: 30 DS1 Expanded Service Area: 45 Ethernet <= 20 Megs: 45 Ethernet > 20 Megs: 60	DS0, DS1 Core Service Area: 30 DS1 Expanded Service Area 8: 45 DS0, DS1 Expanded Service Areas 2, 4, 5, 7, & 10: 45 DS1 Expanded Service Area 3: 60 DS3: 55 Ethernet <= 20 Megs: 45 Ethernet > 20 Megs: 60	Ethernet < 30/5 Mbps: 35 Ethernet => 30/5 Mbps: 45	35	35	N/A	N/A
VAS Install Interval (calendar days) Note: In addition to access installation	14	14	14	14	14	N/A	15 after the underlying access is installation (if any)
Definition Updates*	3 Hours	3 Hours	3 Hours	3 Hours	3 Hours	3 Hours	

*If purchased

** Excludes IP SEC VPN tunnels



SERVICE LEVEL AGREEMENTS

Table 2 – MegaPath SLA Applicability to Products

	Managed VPN	Managed Network and Security (MNS)	Access & Managed Security (MSS)	Access & Proactive Access Monitoring	ACCESS ONLY				
					ADSL & Cable	IDSL & SDSL	DS1/DS3 Business Ethernet (symmetrical and asymmetrical)	International Access	Customer-Provided Access
Availability (with failover)*	Y	Y	Y	Y	Y	Y	Y	N/A	N/A
Availability (without failover)	Y	Y	Y	Y	Y	Y	Y	N/A	N/A
Mean Time to Restore	Y	Y	Y	Y	Y	Y	Y	N/A	N/A
Roundtrip Latency	Y	N/A	N/A	Y	N/A	Y	Y	N/A	N/A
Packet Delivery	Y	N/A	Y	Y	N/A	Y	Y	N/A	N/A
Automated Outage Notification*	Y	Y	Y	Y	N/A	N/A	N/A	N/A	N/A
Chronic Outage	Y	Y	Y	Y	N/A	Y	Y	Y	N/A
Access Circuit Install Interval	N/A	N/A	N/A	Y	Y	Y	Y	ICB	N/A
VAS Install Interval	Y	Y	Y	Y	N/A	N/A	N/A	N/A	Y
Definition Updates*	N/A	Y	Y	N/A	N/A	N/A	N/A	N/A	N/A

*If Purchased

30 DAY SATISFACTION GUARANTEE

A 30 day satisfaction guarantee available on Managed Network and Security Services, Managed Wi-Fi Services and 10 mbps or smaller Shared Line ADSL, Dedicated ADSL, SDSL, IDSL, T1, Bonded T1 and Business Ethernet (including symmetrical and asymmetrical speed services - applicability determined by the upload speed)) internet only services in Core Service Areas only. If, during the first thirty (30) calendar days after installation, you notify MegaPath that you are not satisfied with MegaPath's Internet service (offer availability defined above) and request that your service be discontinued, we will terminate your Service Order and relieve you from the remaining term of your service commitment.

- Notification can be made by calling your sales representative at 1-877-611-6342. You must indicate that you are cancelling under the 30 Day Satisfaction Guarantee.

If you decide to cancel under this guarantee, you will not be responsible for the early termination fees that you would otherwise be obligated to pay under the terms of your agreement. MegaPath will refund or credit as applicable any monthly recurring fees due up to the date of cancellation notification as well as the one-time service activation fees. At the time of the cancellation request notification, Subscriber must provide a mailing address to receive instructions on how to return all MegaPath provided equipment. All equipment must be returned according to the instructions in the packaging provided and received by MegaPath in satisfactory condition no later than thirty days following the cancellation request or Subscriber will be billed the full equipment price shown on your quote before any discounts or credits that may have been applied. Any refund may be provided, in whole or in part, by way of credit to Subscriber's account or issuance of a check to the Subscriber as appropriate in MegaPath's sole discretion.

MegaPath will not refund or credit Subscriber for any optional or extra fees incurred in the course of installing the applicable Service, including but not limited to, inside wiring, extensive inside wiring, professional installation, missed appointment fees, billable technician dispatch, special construction charges and NID Splitters. Such fees are set forth at http://www.megapath.com/pdfs/fee_schedule.pdf in the "Other Fees" Section.

This is a limited time offer which MegaPath can revoke at its sole discretion. This 30-Day Satisfaction Guarantee is valid only for Managed Network and Security Services, Managed Wi-Fi



SERVICE LEVEL AGREEMENTS

Services and 10 mbps or smaller Shared Line ADSL, Dedicated ADSL, SDSL, IDSL, T1, Bonded T1 and Business Ethernet (including symmetrical and asymmetrical speed services – applicability determined by the upload speed) internet only services in Core Service Areas only.

30 Day Satisfaction Guarantee on Hosted Data Backup

If Subscriber is for any reason dissatisfied with the Hosted Data Backup Services, Subscriber may, during the Thirty Day Satisfaction Guarantee period, terminate the Hosted Data Backup Services purchased without liability for further term commitments.

In the event that Subscriber terminates the Hosted Data Backup Services as allowed herein, Subscriber will remain responsible for all fees and charges for any Services used. The Thirty Day Service Guarantee period shall start upon installation of the Hosted Data Backup Services and end thirty (30) days thereafter. MegaPath must receive notice of Subscriber's intent to terminate Hosted Data Backup Services as permitted herein within thirty-six (36) hours of the completion of the Thirty Day Service Guarantee period. Notification can be made by calling your sales representative at 1-877-611-6342. You must indicate that you are cancelling under the Thirty Day Satisfaction Guarantee.

30 Day Satisfaction Guarantee on Business Voice

If Subscriber is for any reason dissatisfied with the Voice Services, Subscriber may, during the Thirty Day Satisfaction Guarantee period, terminate the Voice Services (which may include the underlying access circuit) purchased without liability for further term commitments.

In the event that Subscriber terminates the Voice Services as allowed herein, Subscriber will remain responsible for all fees and charges for any Site Survey, optional Professional Installation, Equipment and usage. The Thirty Day Service Guarantee period shall start upon installation of the Voice Services and end thirty (30) days thereafter.

MegaPath must receive notice of Subscriber's intent to terminate Voice Services as permitted herein within thirty-six (36) hours of the completion of the Thirty Day Service Guarantee period.

- Notification can be made by calling your sales representative at 1-877-611-6342. You must indicate that you are cancelling under the 30 Day Satisfaction Guarantee.

If you decide to cancel under this guarantee, you will not be responsible for the early termination fees that you would otherwise be obligated to pay under the terms of your agreement. MegaPath will refund or credit as applicable any monthly recurring fees due up to the date of cancellation notification as well as the one-time service activation fees. At the time of the cancellation request notification, Subscriber must provide a mailing address to receive instructions on how to return all MegaPath provided equipment. All equipment must be returned according to the instructions in the packaging provided and received by MegaPath in satisfactory condition no later than thirty days following the cancellation request or Subscriber will be billed the full equipment price shown on your quote before any discounts or credits that may have been applied. Any refund may be provided, in whole or in part, by way of credit to Subscriber's account or issuance of a check to Subscriber as appropriate in MegaPath's sole discretion.

MegaPath will not refund or credit Subscriber for any optional or extra fees incurred in the course of installing the applicable Service, including but not limited to, inside wiring, extensive inside wiring, optional professional installation, missed appointment fees, billable technician dispatch, special construction charges and NID Splitters. Such fees are set forth at http://www.megapath.com/pdfs/fee_schedule.pdf in the "Other Fees" Section.

ACCESS TECHNOLOGIES

Based on Subscriber's locations and requirements, MegaPath may deliver services via On-Net, Off-Net, or 3rd Party Access. On-Net Access services interconnect with MegaPath's National Private IP Backbone via a private access network and Off-Net or 3rd Party Access services interconnect with MegaPath's National Private IP Backbone via a public access network as depicted in Figure A below. References to optional failover routes refer to dial back-up solutions which are additive to the primary access technology and are delivered via an analog dial line.

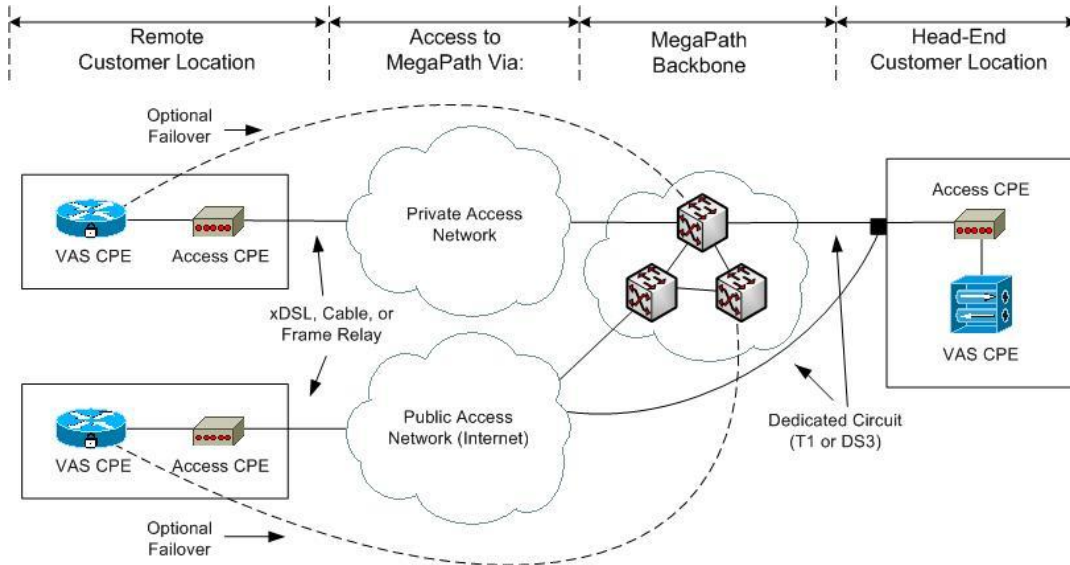


Figure A – Element Diagram for MegaPath Access

PROCESS

Subscriber Responsibilities: Since MegaPath uses Trouble Ticket history to validate SLA claims, a valid Trouble Ticket reporting the problem must exist in MegaPath’s Trouble Ticket System prior to making the claim. Subscriber must claim all SLA credits by submitting a fully completed request to MegaPath for each separate claim.

- To submit an SLA claim please submit the claim via MegaPath’s web site at <http://www.megapath.com/support/sla.cfm>.

Claims for all SLA credits must be submitted on or after the first day of the month following the *resolution* of the incident(s) but prior to the 15th calendar day of the following month. Installation SLA credit claims should be submitted during this period in the month immediately after the circuit was installed. SLA claims submitted after the 15th of the month following the incident will not be accepted under any circumstances.

If MegaPath requires additional information in order to verify a claim, it may request such information from Subscriber within the 30-day period of Subscriber’s initial submission of the claim. If Subscriber fails to resubmit claim within 15 days of MegaPath’s requesting such additional information, MegaPath will reject the claim.

MegaPath Responsibilities: MegaPath will verify each SLA credit within 30 days of the receipt of such fully completed claim, and accept and reject such claims at its sole discretion. If MegaPath determines that a particular SLA was not met, a credit or other remedy will be applied during the subsequent billing cycle based on the applicable SLA remedy (see below). For example: an incident that occurred on August 20, must be claimed between September 1st and 15th, whereupon MegaPath will verify the claim between October 1st and 15th, and typically place the credit on Subscriber’s November invoice.



SERVICE LEVEL AGREEMENTS

DETAILED DESCRIPTION, MEASUREMENT AND REMEDY

1. Availability SLA

Description: MegaPath's SLA for Availability is measured in minutes of uptime over the calendar month during which the MegaPath-provided services (including failover Service if purchased by Subscriber at the location in question) are available to transport IP packets.

Availability (w/in a calendar month)	$\frac{\text{(Total Minutes in Month - Total Minutes of Unavailability in Month)}}{\text{Total Minutes in Month}}$
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Measurement: The Availability SLA measurement includes all elements between the Management Router (or MegaPath NOC, as appropriate) and the Remote Access CPE. For Subscriber sites using hardware-based IPSec VPN connections, the Availability SLA measurement includes both the circuit and the IPSec tunnel to the Remote VAS CPE. The Availability with failover metric may be used to measure performance only if (i) the failover service has been professionally installed by MegaPath, or a MegaPath-contracted representative and (ii) the failover Service is being used exclusively for the failover application as opposed to being shared with other, separate applications. Otherwise performance should be measured using the Availability without failover metric.

Availability is measured by sending ICMP ping packets from the CPE router at the Subscriber's to MegaPath's NOC or otherwise location on the Internet that is known to be online.

Proactive Monitoring: If Proactive Monitoring is purchased, MegaPath will proactively monitor the line on a 7x24x365 basis. MegaPath will ping the line at 5-2-2 minute intervals. MegaPath monitors the WAN IP address, pinging in 5 minute intervals. Once a ping fails to be returned, the monitoring interval is decreased to 2 minutes. Upon receiving 3 consecutive "ping, no answers" MegaPath will automatically open a trouble ticket 10 minutes after the 3rd ping, no answer. MegaPath will then notify Subscriber via email with a one hour or less response time goal. The appropriate parties will be engaged and the necessary escalations will be executed in order to clear the trouble. Should the CPE be Subscriber supplied, MegaPath must have access to the equipment in order to assess the problem and clear the trouble. If the equipment cannot be accessed MegaPath will not be responsible for clearing the trouble in a timely manner. All status updates are communicated to Subscriber via e-mail or phone call from open to close of the trouble ticket.

Remedy:

AVERAGE AVAILABILITY	CREDIT PER CONNECTION FOR MISSED SLA
Availability ≥ SLA Metric	No Credit
50% ≤ Availability < SLA Metric	1% of the MRC of the affected circuit for each incremental percentage point below SLA Metric that the circuit was unavailable during the month
Availability < 50%	100% of the MRC of the affected circuit

2. Mean Time To Restore (MTTR) SLA

Description: MegaPath's MTTR SLA is measured as the average time it takes to restore all outages for all Subscriber sites with similar circuit types during a calendar month.

MTTR (w/in a month)	$\frac{\sum (\text{Trouble Ticket Resolved Timestamp} - \text{Trouble Ticket Opened Timestamp})}{\sum (\text{Trouble Tickets})}$
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Measurement: MTTR is the period of time beginning when an outage-related trouble ticket is opened by either MegaPath or Subscriber and ending when the connection is restored. An outage-related trouble ticket indicates that a connection is unavailable to transport IP packets, as described above in the Availability SLA. The MTTR SLA takes effect on the 1st calendar day of the first full month after the connection is successfully installed and activated.



SERVICE LEVEL AGREEMENTS

Remedy:

<i>AVERAGE AVAILABILITY</i>	<i>CREDIT PER CONNECTION FOR MISSED SLA</i>
≤ SLA Metric	No Credit
> SLA Metric	10% of the MRC for each circuit that experienced an outage (as documented in the MegaPath Trouble Ticket System)

3. Latency SLA

Description: MegaPath's Latency SLA is measured as the roundtrip response time from MegaPath to each of Subscriber's sites across the MegaPath-provided connection.

$$\text{Latency} = \frac{\sum (\text{ICMP Packet Response Timestamp} - \text{ICMP Packet Sent Timestamp})}{\text{Total Number of ICMP Packets}}$$

Measurement: The Latency SLA measurement includes all elements between the Management Router (or MegaPath NOC, as appropriate) and the Remote Access CPE. The Latency measurement is the average roundtrip response time of a 32 byte ICMP PING packet to complete a roundtrip traversal from the Management Router (or the MegaPath NOC, as appropriate) to the WAN interface of the Subscriber's CPE and thus includes the serialization delay of the WAN interface of the Subscriber's CPE. For Subscriber sites using hardware-based IPsec VPN connections, the Latency SLA measurement is measured to the loopback interface of the remote VAS CPE device. Periods of time when the circuit utilization is greater than 75% of its stated capacity, as measured using 99th percentile sampling will be excluded from the Latency SLA measurement.

Remedy: If MegaPath determines that the Latency SLA was not met and also cannot remedy the problem within 15 calendar days from the date that the Latency is reported in the associated trouble ticket the following schedule will apply:

<i>AVERAGE LATENCY</i>	<i>CREDIT PER CIRCUIT</i>
≤ SLA Metric	No Credit
≤ 20ms Over SLA Metric	5% of Circuit MRC
> 20ms and < 40ms Over SLA Metric	10% of Circuit MRC
≥ 40ms Over SLA Metric	15% of Circuit MRC

4. Packet Delivery SLA

Description: MegaPath's Packet Delivery SLA is measured as the percent of packets delivered from the Subscriber Management Router or the MegaPath NOC as appropriate to each of Subscriber's sites across the MegaPath-provided connection during a calendar month.

$$\text{Packet Delivery} = \frac{(\text{Number of Packets Sent} - \text{Number of Packets Lost})}{\text{Number Packets Sent}}$$

Measurement: The MegaPath Packet Delivery SLA measurement includes all elements between the Management Router (or MegaPath NOC, as appropriate) and the Remote Access CPE. This Packet Delivery measurement is the ratio of packets sent to those delivered successfully between MegaPath and the Subscriber's CPE WAN interface. For Subscriber sites using hardware-based IPsec VPN connections, the Packet Delivery SLA is measured to the loopback address of the remote VAS CPE device. Periods of time when the circuit utilization is greater than 75% of its stated capacity, as measured using 99th percentile sampling will be excluded from the Latency SLA measurement.



SERVICE LEVEL AGREEMENTS

Remedy: If MegaPath determines that the Packet Delivery SLA was not met and also cannot remedy the problem within 15 calendar days from the date that the Packet Delivery issue is reported in the associated trouble ticket the following schedule will apply:

<i>AVERAGE PACKET DELIVERY</i>	<i>CREDIT PER CIRCUIT</i>
≥ SLA Metric	No Credit
95% to SLA Metric	5% of Circuit MRC
≥ 90% and < 95% of SLA Metric	10% of Circuit MRC
< 90% of SLA Metric	15% of Circuit MRC

5. Automated Outage Notification SLA

Description: MegaPath's Automated Outage Notification is the time it takes to notify Subscriber's designated contact via an automated email of outages that occur during a calendar month if the customer has selected Automated Notification. Note that Automated Outage Notification is only available for certain products and services.

$$\text{Outage Notification (w/in a month)} = \frac{\sum (\text{Time Outage Notification Email Sent} - \text{Time Trouble Ticket Opened})}{\text{Number of Trouble Ticket Outages}}$$

Measurement: MegaPath sends ICMP ping packets to the appropriate CPE at pre-specified intervals and records each poll response. When three consecutive ICMP polls go unanswered, MegaPath's systems classify the circuit as unavailable, automatically open a trouble ticket to record the event, and notify the designated Subscriber representative via email. Automated Outage Notification is the period of time which begins when MegaPath opens an outage-related trouble ticket which indicates a connection is unavailable and ends when an email has been sent by MegaPath to Subscriber's designated contact to notify them of the outage. The Automated Outage Notification SLA is calculated based on the number of connections with outage-related trouble tickets for which Subscriber was not notified within the stated SLA time period.

Remedy: If MegaPath determines that the Outage Notification SLA was not met as documented in the MegaPath Trouble Ticketing System the following schedule will apply:

<i>LATE EMAIL NOTIFICATIONS PER MONTH PER CIRCUIT</i>	<i>CREDIT PER CIRCUIT</i>
No Late Notifications	No Credit
≤ 3 Late Notifications	5% of Circuit MRC
> 3 Late Notifications	10% of Circuit MRC

6. Chronic Outage SLA

Description: A Chronic Outage is considered to be a series of 3 or more service outages, each having a Time To Restore (TTR) exceeding a specified length, which repeatedly affects a single circuit during a calendar month. The specified length of the TTR is determined by circuit type, as defined in Table 1 – MegaPath SLA Summary.

Measurement: MegaPath will determine whether three or more Trouble Tickets were opened within a calendar month for a given circuit each of which exceeds the Time To Restore SLA.

Remedy: If MegaPath determines that the Chronic Outage SLA was not met MegaPath shall have 30 days from the date that the Chronic Outage issue is reported in the associated trouble ticket to remedy the problem. If Subscriber experiences a Chronic Outage, as defined above, during the 30-day remedy period, Subscriber may switch the circuit to another MegaPath access service with no termination or installation fees, or Subscriber may cancel the circuit with no penalty. If Subscriber elects to switch the circuit to another MegaPath access service, Subscriber shall pay the MRC of the new service once it has been installed.

7. Installation Interval SLA

Description: The Installation Interval is the period of time between when a complete and accurate order for service is submitted by Subscriber, or its representative, and when the circuit and/or connection is successfully activated and available to transport IP packets. Service Orders that are rejected by the access provider are not included – if such orders are resubmitted, the new submission date becomes the start date for the new order.



SERVICE LEVEL AGREEMENTS

Measurement: The Installation Interval calculation is subject to the following conditions:

- Subscriber shall cooperate with MegaPath throughout the installation process, including providing complete and accurate information for a service order which contains the required detailed demarcation information and contact information of on-site personnel. Changes to an order made by or on behalf of Subscriber, or the occurrence of events outside the control of MegaPath, such as Force Majeure or special facilities construction may result in delays that will be excluded from the Installation Interval SLA calculation.
- A Subscriber representative must be physically present on-site at the time of installation and must provide access to the designated location's phone and/or wiring closet(s) on the date(s) designated by MegaPath. Such physical access and escort must also be provided to the local telecom provider to perform its tasks necessary for installation of the access circuit.
- All access circuits (including local loops, cross-connects, and end-link circuits) must be ordered by MegaPath and all equipment must be provided and configured by MegaPath.
- The Installation Interval does not include the time between when the CPE is delivered to the Subscriber site and when the Subscriber, End User, or Subscriber technician connects this equipment to the circuit, plugs it in to a power source and turns it on, and notifies the MegaPath NOC that it is ready for service activation.
- Installation will be deemed complete on the earlier of when MegaPath can successfully PING / log to/from an appropriate entity at the Subscriber premise or 5 days after the circuit has been installed by the local telecom provider.

Remedy: If MegaPath determines that the Installation Interval SLA was not met the following schedule will apply:

<i>INSTALLATION INTERVAL</i>	<i>CREDIT PER CIRCUIT</i>
≤ SLA Metric	No Credit
≤14 Calendar Days over SLA Metric	25% of the first month's MRC for the affected circuit / product (does not include DS1/DS3 "local loop" charges or 3 rd Party access services)
> 14 Calendar Days over SLA Metric	50% of the first month's MRC for the affected circuit (does not include DS1/DS3 "local loop" charges or 3 rd Party access services)

Note: In the event of a delay in installation that entitles Subscriber to an Installation Interval SLA credit, Subscriber shall still be liable for the DS1/DS3 local loop charges associated with the affected circuit, if applicable, beginning on the actual installation date of the local loop.

8. Value-Added Service (VAS) Install Interval SLA

Description: In cases where additional functionality is necessary beyond terminating the access, or where special CPE configuration is required, for example to deliver VAS such as VPN, Security or failover capability, MegaPath offers a separate SLA. The VAS Install Interval begins when the access circuit installation is complete and ends when the MegaPath or MegaPath-contracted resource connects the VAS CPE to the circuit, plugs it into a power source, turns it on, configures, tests, and notifies the MegaPath NOC that the VAS CPE is ready for service activation.

Measurement: The VAS Install Interval calculation is subject to the following conditions:

- Subscriber shall cooperate with MegaPath throughout the installation process, including providing complete and accurate information for a service order which contains the required detailed demarcation information and contact information of on-site personnel. Changes to an order made by or on behalf of Subscriber, or the occurrence of events outside the control of MegaPath, such as Force Majeure or special facilities construction may result in delays that will be excluded from the VAS Install Interval SLA calculation.
- A Subscriber representative must be physically present on-site at the time of installation and must provide access to the designated location's phone and/or wiring closet(s) on the date(s) designated by MegaPath. Such physical access and escort must also be provided to the local telecom provider to perform its tasks necessary for installation of the access circuit.
- All equipment must be provided and configured by MegaPath.
- Installation will be deemed complete on the earlier of when MegaPath can successfully PING an appropriate entity at the Subscriber premise or 5 days after the circuit has been installed by the local telecom provider.



SERVICE LEVEL AGREEMENTS

Remedy: If MegaPath determines that the VAS Install Interval SLA was not met the following schedule will apply:

VAS SERVICE INSTALL INTERVAL	CREDIT PER SERVICE LOCATION
≤ SLA Metric	No Credit
≤14 Calendar Days over SLA Metric	25% of the first month's MRC for the affected VAS
> 14 Calendar Days over SLA Metric	50% of the first month's MRC for the affected VAS

9. Definition Update SLA

Description: MegaPath's Definition Update SLA is measured as the amount of time in excess of 3 hours from the time of incident submission to MegaPath of a recognized event to the time MegaPath defines or updates the policy. For the purposes of this SLA, the definitions relate to: Virus, and Intrusion Prevention Definitions. (Subscribers may purchase one or more of these options.)

$\text{Excess Time} = (\text{Timestamp of virus/intrusion submission to MegaPath} - \text{Timestamp of update}) - 3 \text{ hours}$
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Measurement: The MegaPath Definition Update SLA measurement includes all definitions utilized in delivery of the Managed Security Service. Policy / Definition SLA credits will only apply for claims that have been properly submitted.

Remedy: If MegaPath determines that the Definition SLA was not met and also cannot remedy the problem within 15 calendar days from the date that the issue is reported in the associated trouble ticket the following schedule will apply to Anti-Virus and/or Intrusion Prevention services only - non affected Managed Security Services will receive no credit:

DEFINITION UPDATE	CREDIT PER AFFECTED LOCATION
0 ≥ Excess Time	No Credit
0 minutes < Excess Time ≤ 30 minutes	15% of Managed Security Service MRC

GENERAL TERMS & CONDITIONS

The following terms and conditions apply to MegaPath's SLAs:

- a. Subscriber must qualify for these SLAs by purchasing DS1/DS3 circuits, EoC, IDSL/SDSL circuits, or ADSL/Cable circuits as part of a MegaPath service contract. The Subscriber account must be current and in good standing, otherwise no SLA credits will be issued. This SLA only applies to circuits originating and terminating in the contiguous United States that MegaPath has provisioned using one of its Access Providers and that have met MegaPath's circuit quality acceptance criteria.
- b. For Services where Automated Outage Notification is provided, Subscriber must opt for Trouble Ticket Notifications, as specified in their Customer Support Procedures Document. MegaPath will be relieved of its obligations pertaining to the Outage Notification SLA if the Subscriber contact information in the Customer Support Procedures Document is out of date or inaccurate due to Subscriber's action or omission, or if Subscriber does not abide by the procedures agreed upon in the Customer Implementation Plan and the Customer Support Procedures Document.
- c. No credits shall be issued for SLA violations caused by or attributed to problems associated with inside wiring.
- d. No credits will be granted to Subscriber for any SLA violations that are directly or indirectly caused by acts or omissions by (a) the Subscriber or End User, (b) any third party or person that is not a provider of services to MegaPath, (c) router or firewall configuration changes requested by Subscriber or in response to security threats, breaches, or attacks or (d) a Force Majeure event.
- e. Time associated with MegaPath scheduled outages and maintenance, emergency maintenance, and Subscriber or End User caused outages or support delays are excluded from Availability, MTTR, and Chronic Outage SLA calculations, and are not applicable to the Outage Notification SLA. Latency and Packet Delivery SLA commitments do not apply during MegaPath scheduled maintenance and emergency maintenance time periods. Latency SLA commitments do not apply when Subscriber connection is on the failover circuit.



SERVICE LEVEL AGREEMENTS

- f. These SLAs require that Subscriber representative be available at the location in question and able to assist in performing diagnostic testing to verify and resolve problems should they exist.
- g. Subscriber must initiate requests for credits as specified herein. Claims can only be made by, and credits issued to, Subscriber. All claims for credits are subject to MegaPath review and verification. MegaPath's determination as to whether an SLA has or has not been met shall be final. Credits are exclusive of any applicable taxes charged to Subscriber or collected by MegaPath. Credits provided by MegaPath shall not be cumulative or consist of multiple SLA credits for any single failure, or in any case be greater than 100% of the MRC for an affected circuit or connection within any given month. Credits may not be carried over into subsequent months and apply only to the month in which they are issued, regardless of balance owed.
- h. Satellite service is excluded from this SLA both in terms of non-performance and in terms of it being an available replacement technology at no upfront charge.
- i. For Subscriber who purchase the broadband access circuit from MegaPath, and whose VAS was impacted by a trouble with such circuit, the remedies noted shall apply to the circuit and the appropriate VAS. These remedies only apply for failures at Remote Customer Locations and not at the Head-End. For example, if a Subscriber purchases a remote SDSL line and one or more VAS services, and the SDSL line is unavailable to an extent that credits are due, such remedies would also be applied to the appropriate VAS fee(s).
- j. MegaPath reserves the right to modify the claim forms and information required at any time without notice to Subscriber. MegaPath, without notice and at its sole discretion, may limit or eliminate Subscriber's eligibility to receive SLA credits if (i) Subscriber was in default of any payment terms at the time of the incident generating the SLA claim or prior to issuing the credit, (ii) Subscriber has submitted an excessive number of rejected SLA claims or attempted to use the SLA credit process in a frivolous or fraudulent manner, or (iii) Subscriber or End-User is in violation of the Acceptable Use Policy covering the affected circuit.
- k. Customer Premise Equipment is not included in the SLA measurements unless otherwise notes, and then only if Subscriber has purchased MegaPath's Managed CPE Plus service.

Service Level Agreement - MegaPath Business Voice Services

MegaPath is committed to providing a reliable, high-quality network to support Subscribers using MegaPath's Business Voice Services. MegaPath's Business Voice Services include "Hosted Voice", "PRI", "SIP" and Analog Line Replacement Service" (Collectively referred to herein as "Voice Services"). This Service Level Agreement ("SLA") applies only to MegaPath Subscribers receiving Voice Services with a MegaPath provided local access circuit (ADSL, SDSL or T1 or greater) with Voice QoS Optimization and with MegaPath provided CPE. Subscribers buying Voice Services on other types of technology, including some provided by MegaPath and including customer provided access may not be able to get Voice QoS Optimization. In such cases, these SLA do not apply, with the exception of MegaPath's **Thirty Day Satisfaction Guarantee and Installation Interval Guarantee**. This SLA outlines the minimum service that Subscriber may expect from MegaPath for the contracted service.

The following SLA represents MegaPath's sole responsibility and Subscriber's sole remedy related to MegaPath Voice Services regarding the Voice Service Application SLA and any Voice Service Availability Guarantee.

DEFINITIONS

Subscriber

Subscriber shall mean a MegaPath customer who has executed a binding agreement for MegaPath's Voice Services, excluding any Subscriber whose account is, or during the period in question, was not in good financial standing with MegaPath, or is in violation of the terms and conditions or MegaPath's acceptable use policy set forth at the following link: http://www.megapath.com/pdfs/acceptable_use_policy.pdf.

The terms of this SLA take effect immediately upon the completion of Subscriber's service installation. Subscriber is eligible to receive all credits for MegaPath not meeting its service commitments for the month, regardless of when the Subscriber's Voice Services were activated during that month. In the month when a Subscriber's Voice Services are terminated, Subscriber is not eligible to receive credits for MegaPath not meeting its service commitments for that month.

Service Fee

The Basic Service Fee for a Subscriber with MegaPath's Voice Services is the base monthly recurring fee paid for the Voice Services Feature Pack for an individual hosted seat, trunk or line plus the monthly recurring charge for any



SERVICE LEVEL AGREEMENTS

additional services added to the Voice Services Feature Pack. Excluded fees consist of virtual phone extensions, add-on voice features, IP addresses, enhanced routing options, usage-based charges, or burst able bandwidth.

Network Maintenance

Scheduled Network Maintenance refers to normal maintenance scheduled for the upgrade of MegaPath's data network, voice network, and servers used to deliver Voice Services to Subscriber. Scheduled Maintenance may temporarily degrade the quality of service including possible outages. MegaPath's policy is to notify Subscriber three (3) days in advance of the Scheduled Network Maintenance. Such effects related to Scheduled Network Maintenance shall not give rise to service credits outlined in this SLA.

Emergency Network Maintenance refers to MegaPath's efforts to correct network conditions that are likely to cause service outages or severe network performance degradation impacting multiple Subscribers and requires immediate action. Emergency Maintenance may degrade the quality of service including possible outages. MegaPath's policy is to notify Subscriber with as much advance notice as possible under the circumstance prior to performing the maintenance. Such effects related to Emergency Network Maintenance shall not give rise to service credits outlined in this SLA.

SERVICE LEVEL AGREEMENTS

Chronic Outage Term Waiver For Services with Voice QoS Optimization

In the event that during any thirty (30) day period of service, Subscriber is eligible for credit for four (4) or more individual issues under this Service Level Agreement for the Voice Services with Voice QoS Optimization, such being a Chronic Outage ("Chronic Outage"), Subscriber may terminate the effected Voice Services with QoS Optimization without liability for further term commitments. In the event that Subscriber terminates Voice Services with QoS Optimization (which may include the MegaPath provided access circuit) as allowed by this provision, Subscriber will remain responsible for all fees and charges for any Site Survey, Installation, Equipment and services used. MegaPath must receive written notice of Subscriber's intent to terminate service as permitted herein within thirty six (36) hours of the completion of the thirty (30) day period in which the qualifying events occurred.

Availability Guarantee: MegaPath T1, Bonded T1 or Business Ethernet with Voice QoS Optimization

When the service is provisioned at a Subscriber location over a MegaPath provided T1, Bonded T1 or Business Ethernet connection and purchased with Voice QoS Optimization a credit allowance will be given for interruptions in the voice services application preventing inbound or outbound calling on any or all seats or lines or complete outage of any or all MegaPath Voice Services at that Subscriber location in excess of 30 minutes for each seat or line affected. The time attributed toward Voice Service Unavailability begins when the Trouble Ticket reporting the outage is opened by Subscriber with MegaPath and ends when the affected service is again operational. Two or more interruptions of 15-minutes or more during any one 24-hour period will be combined into one cumulative interruption.

Length of Interruption	Credit Per Seat / Line Affected
30 minutes to 1 hour	1 day
1 hour 1 minute to 24 hours	3 days
24 hours 1 minute or more	10 days

The Voice Service Availability guarantee is subject to the following limitations:

- Voice Services used at locations other than locations using MegaPath provided T1, Bonded T1 or Business Ethernet connectivity with Voice QoS Optimization are excluded from this SLA.
- No credit allowance will be made for any interruption in service:
 - A) Due to the negligence of or noncompliance with the provisions of the Voice Services contract (including its payment terms).
 - B) Due to the failure of power at the Subscriber premise.
 - C) Due to the failure of customer premise equipment (CPE) or other Hardware.
 - D) Due to the failure of equipment, systems, connections or services not provided by MegaPath.
 - E) Due to circumstances or causes beyond the reasonable control of MegaPath.
 - F) During any period in which MegaPath is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions.
- Inability to access the Web-based voice portal will not give rise to service credits outlined in this SLA.
- The amount of credit available per month is subject to a cap described in the Fee Schedule.

Concurrent Calls Guarantee: MegaPath ADSL, SDSL and asymmetrical Business Ethernet with Voice QoS Optimization

MEGAPATH PROVIDES VOICE SERVICES OVER ADSL, SDSL and asymmetrical Business Ethernet WITH VOICE QOS OPTIMIZATION AS A BEST EFFORT SERVICE WITH NO WARRANTIES (INCLUDING WARRANTIES REGARDING CONTINUOUS SERVICE UPTIME OR VOICE QUALITY) EXCEPT THOSE, IF ANY, EXPRESSLY STATED HEREIN.



SERVICE LEVEL AGREEMENTS

Should a MegaPath provided ADSL or SDSL ("DSL") or asymmetrical Business Ethernet circuit with Voice QoS Optimization fail to support the Subscriber's service deployment by not providing sufficient capacity when there is no other traffic on the circuit, and Subscriber notifies MegaPath of four (4) such failures in any calendar month within five (5) calendar days of each failure, and MegaPath is unable to resolve such failure within five (5) business days, MegaPath will propose a circuit and/or speed upgrade more suited to Subscriber's needs. Upon proposal of this upgrade by MegaPath, Subscriber must accept or decline such upgrade within twenty-five (25) calendar days. Should Subscriber elect to accept this upgrade, MegaPath shall upgrade the circuit and Subscriber's DSL or asymmetrical Business Ethernet billing shall be adjusted to reflect the change in service. Should Subscriber decline this upgrade, Subscriber may cancel its Voice Services without being charged the termination, cancellation or minimum term commitment fees normally associated with the early termination of the Voice Services. Cancellation of the voice service may include cancellation of the data circuit. In the event that Subscriber should elect to decline the upgrade, Subscriber must provide advance notice to MegaPath, effective within thirty (30) calendar days of Subscriber's receipt of MegaPath's proposal to upgrade the DSL or asymmetrical Business Ethernet service, either revising its target MNCC to a lower value, consistent with the actual circuit performance, or canceling the Voice Services. Should Subscriber fail to report a failure, fail to accept or decline a proposed upgrade or fail to cancel the service or revise the target MNCC within the allotted time(s) as allowed herein, MegaPath will determine Subscriber to have accepted the Voice Services "as is" and Subscriber will not be eligible for further remedies under this guarantee.

The Concurrent Calls guarantee is subject to the following limitations:

- Voice Services used at locations other than locations using MegaPath provided DSL connectivity with Voice QoS Optimization are excluded from this SLA
- No allowance will be made for any failures in Concurrent Calls:
 - A) Due to the negligence of or noncompliance with the provisions of the Voice Services contract (including its payment terms)
 - B) Due to the negligence of or noncompliance with the provisions of the MegaPath DSL Connectivity or asymmetrical Ethernet contract (including its payment terms)
 - C) Due to the failure of power at Subscriber's premise
 - D) Due to the failure of customer premise equipment (CPE) or other Hardware
 - E) Due to the failure of equipment, systems, connections or services not provided by MegaPath
 - F) Due to circumstances or causes beyond the reasonable control of MegaPath
 - G) During any period in which MegaPath is not given full and free access to its facilities and equipment for the purposes of investigating and correcting failures
 - H) When failures of the Voice Services not related to the throughput capacity of the DSL or asymmetrical Ethernet circuit
 - I) When concurrent call failure is simultaneous with the transfer of other data on the DSL or asymmetrical Ethernet circuit.
 - J) In the event that Subscriber should elect to cancel Voice Services as allowed herein, Subscriber shall be responsible for all charges for services used, including any and all usage fees and all charges for hardware, and shall continue to be bound by Subscriber's other obligations in regard to other services purchased from MegaPath, including, but not limited to, those relating to the purchase of the DSL or asymmetrical Ethernet circuit.

Installation Interval SLA Guarantee

Description: The Installation Interval is the period of time between when a complete and accurate order for Voice Service on an existing (already in service) broadband internet connection (MegaPath or Subscriber provided) is accepted by MegaPath and when the Voice Service is successfully activated.

Measurement: The Installation Interval calculation is subject to the following conditions:

- Subscriber shall cooperate with MegaPath throughout the installation process, including providing complete and accurate information for a service order which contains the required detailed information. Changes to an order made by or on behalf of Subscriber, or the occurrence of events outside the control of MegaPath, including but not limited to delays in equipment shipping, issues with the Subscriber connectivity or availability of the Subscriber for required service configuration changes may result in delays that will be excluded from the Installation Interval SLA calculation.



SERVICE LEVEL AGREEMENTS

Remedy: If MegaPath determines that the Installation Interval SLA was not met the following schedule will apply:

INSTALLATION INTERVAL	CREDIT PER CIRCUIT
Within SLA Metric	No Credit
>7 and less than 22 Business Days over SLA Metric	25% of the first month's MRC for the affected product
≥ 22 Business Days over SLA Metric	50% of the first month's MRC for the affected product

GENERAL

CREDIT AND PAYMENT PROCEDURE

- To receive credit for Voice Services Guarantees, Subscriber must contact MegaPath and open a ticket at the time of the incident. . MegaPath applies SLA credits to the Subscriber's invoice within two (2) billing cycles.
- Credits are based on the Subscriber's individual hosted seat, line or trunk and may arise from multiple service guarantees outlined in this SLA. The total combined credits applied to the Subscriber's Voice Services will not exceed the individual hosted seat, line or trunk in any calendar month.
- For purposes of calculating SLA Credits, one (1) day credit of the MegaPath service fee is equal to 1/30.33 of the monthly recurring Voice Services charge at the time of the outage for the Voice Services Seats adversely affected.
- Subscriber will pay its entire service bill, and shall not setoff any SLA Credits it would anticipate receiving from MegaPath. Subscriber shall cooperate with MegaPath in any SLA Claim investigations.
- To receive SLA Credits, Subscriber must be in good financial standing with MegaPath and must be compliant with the terms and conditions of its MegaPath Business Voice Services agreement. Subscriber's failure to comply, including without limitation a failure to pay charges on a timely basis, will invalidate the Guarantees
- SLA Credits delivered as remedies in conjunction with this SLA represent MegaPath's sole responsibility and the Subscriber's sole remedy related to MegaPath's Voice Services.

PROCESS

Subscriber Responsibilities: Since MegaPath uses Trouble Ticket history to validate SLA claims, a valid Trouble Ticket reporting the problem must exist in MegaPath's Trouble Ticket System prior to making the claim. Subscriber must claim all SLA credits by submitting a fully completed request to MegaPath for each separate claim.

To submit an SLA claim for services ordered on or after 10/1/10 or placed directly with MegaPath, please [log in](#) to your customer portal to create a trouble ticket. Additional information can be found at <http://www.megapath.com/support/sla.cfm>.

Claims for all SLA credits must be submitted on or after the first day of the month following the *resolution* of the incident(s) but prior to the 15th calendar day of the following month. Installation SLA credit claims should be submitted during this period in the month immediately after the Voice Service was installed. SLA claims submitted after the 15th of the month following the incident will not be accepted under any circumstances.

If MegaPath requires additional information in order to verify a claim, it may request such information from Subscriber within the 30-day period of Subscriber's initial submission of the claim. If Subscriber fails to resubmit claim within 15 days of MegaPath's requesting such additional information, MegaPath will reject the claim.

MegaPath Responsibilities: MegaPath will verify each SLA credit within 30 days of the receipt of such fully completed claim, and accept and reject such claims at its sole discretion. If MegaPath determines that a particular SLA was not met, a credit or other remedy will be applied during the subsequent billing cycle based on the applicable SLA remedy (see below). For example: an incident that occurred on August 20, must be claimed between September 1st and 15th, whereupon MegaPath will verify the claim between October 1st and 15th, and typically place the credit on the Subscriber's November invoice.

POLICY CHANGE

MegaPath reserves the right to change, amend, or revise this SLA policy at any time. Changes or revisions to the SLA will be deemed effective upon posting the applicable revision on MegaPath's website.



SERVICE LEVEL AGREEMENTS

Service Level Agreement - MegaPath Hosted Data Backup

Service Availability

MegaPath shall use commercially reasonable efforts to make the Hosted Data Backup Services available to Subscriber with the following exceptions ("Excusable Downtime"):

- (i) Circumstances beyond MegaPath's reasonable control, including, without limitation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts);
- (ii) A failure of the internet, public switched telephone network, or other communication circuits used to access Hosted Data Backup Services Servers;
- (iii) Scheduled network, hardware, or server maintenance or upgrades, including regular weekly maintenance;
- (iv) Emergency maintenance;
- (iv) Subscriber's acts or omissions (or acts or omissions of others engaged or authorized by Subscriber) including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, ASP, etc.), OR Subscriber's negligence, willful misconduct, or use of the Elected Services in breach of this Agreement; and
- (v) Other outages on the internet or otherwise that hinder access to Hosted Data Backup Services.

Determination of Actual Service Level

For any month, the Actual Service Level Percentage is computed as follows:

(1) Determine:
$$\frac{\text{Hours of Service} + \text{Hours of Excusable Downtime}}{\text{Total Hours}}$$

(2) and then multiply by Applicable Availability Rate.

Fractional hours are rounded up to the next tenth.

Credit & Credit Request Procedure

For each full one percent (1%) of downtime in any calendar month (based on a 30-day month calculation), excluding downtime caused by an Excused Outage (an "Outage Unit"), Subscriber will receive a Hosted Service Credit equal to three percent (3%), but not to exceed one hundred percent (100%), of the monthly subscription fees paid by the Subscriber for the users impacted by the Affected Service. Should a Service Outage span more than one month, the calculation of Hosted Service Credits starts over at the beginning of each month.

Service Level Agreement - MegaPath Hosted Exchange and SharePoint Services

60 Day Satisfaction Guarantee

If Subscriber is for any reason dissatisfied with the Hosted Exchange or SharePoint Services, Subscriber may, during the Sixty Day Satisfaction Guarantee period, terminate the Hosted Exchange or SharePoint Services purchased without liability for further term commitments.

In the event that Subscriber terminates the Hosted Exchange or SharePoint Services as allowed herein, Subscriber will remain responsible for all fees and charges for any Services used. The Sixty Day Service Guarantee period shall start upon installation of the Hosted Exchange or SharePoint Services and end sixty (60) days thereafter. MegaPath must receive notice of Subscriber's intent to terminate Hosted Exchange or SharePoint Services as permitted herein within thirty-six (36) hours of the completion of the Sixty Day Service Guarantee period. Notification can be made by calling your sales representative at 1-877-611-6342. You must indicate that you are cancelling under the Sixty Day Satisfaction Guarantee.



SERVICE LEVEL AGREEMENTS

Service Availability

MegaPath shall use commercially reasonable efforts to make the Hosted Exchange and SharePoint Services available to Subscriber with the following exceptions ("Excusable Downtime"):

- (i) Circumstances beyond MegaPath's reasonable control, including, without limitation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts);
- (ii) A failure of the internet, public switched telephone network, or other communication circuits used to access Hosted Exchange or SharePoint Services Servers;
- (iii) Scheduled network, hardware, or server maintenance or upgrades, including regular weekly maintenance;
- (iv) Emergency maintenance;
- (iv) Subscriber's acts or omissions (or acts or omissions of others engaged or authorized by Subscriber) including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, ASP, etc.), OR Subscriber's negligence, willful misconduct, or use of the Elected Services in breach of this Agreement; and
- (v) Other outages on the internet or otherwise that hinder access to Hosted Exchange or SharePoint Services .

Determination of Actual Service Level

For any month, the Actual Service Level Percentage is computed as follows:

(1) Determine:
$$\frac{\text{Hours of Service} + \text{Hours of Excusable Downtime}}{\text{Total Hours}}$$

(2) and then multiply by Applicable Availability Rate.

Fractional hours are rounded up to the next tenth.

Credit & Credit Request Procedure

For each full one percent (1%) of downtime in any calendar month (based on a 30-day month calculation), excluding downtime caused by an Excused Outage (an "Outage Unit"), Subscriber will receive a Hosted Service Credit equal to three percent (3%), but not to exceed one hundred percent (100%), of the monthly subscription fees paid by the Subscriber for the users impacted by the Affected Service. Should a Service Outage span more than one month, the calculation of Hosted Service Credits starts over at the beginning of each month.

Service Level Agreement – Managed Network and Security Services

DETAILED DESCRIPTION, MEASUREMENT AND REMEDY

1. Availability SLA

Description/Measurement: During the term, the Hosted Software will be operational and available to Customer at least 99.99% of the time in any calendar month the "SLA". If the monthly uptime percentage does not meet the SLA in any calendar month, and if customer meets its obligations under this agreement, then the customer will be eligible to receive service credits as follows:

Remedy:

<i>AVERAGE AVAILABILITY</i>	<i>CREDIT PER CONNECTION FOR MISSED SLA</i>
Availability ≥ SLA Metric	No Credit



SERVICE LEVEL AGREEMENTS

50% ≤ Availability < SLA Metric	1% of the MRC of the affected Security Appliance for each incremental percentage point below SLA Metric that the Security Appliance was unavailable during the month
Availability < 50%	100% of the MRC of the affected Security Appliance

2. Mean Time To Restore (MTTR) SLA

Description/Measurement: MTTR is the period of time beginning when an outage-related trouble ticket is opened by either MegaPath or Subscriber and ending when the connection is restored. An outage-related trouble ticket indicates that Hosted Software is unavailable to customer due to failure(s) in the Hardware, Firmware, or Hosted Software, as confirmed by both Customer and MegaPath and underlying provider. The MTTR SLA takes effect on the 1st calendar day of the first full month after the Security Appliance is successfully installed and activated.

Remedy:

AVERAGE AVAILABILITY	CREDIT PER CONNECTION FOR MISSED SLA
≤ SLA Metric	No Credit
> SLA Metric	10% of the MRC for each Security Appliance that experienced an outage (as documented in the MegaPath Trouble Ticket System)

3. Automated Outage Notification SLA

Description: MegaPath's Automated Outage Notification is the time it takes to notify Subscriber's designated contact via an automated email of outages that occur during a calendar month. Note that Automated Outage Notification is only available for certain products and services.

$\frac{\text{Outage Notification (w/in a month)} \times (\text{Time Outage Notification Email Sent} - \text{Time Trouble Ticket Opened})}{\text{Number of Trouble Ticket Outages}}$

Measurement:

Remedy: If MegaPath determines that the Outage Notification SLA was not met as documented in the MegaPath Trouble Ticketing System the following schedule will apply:

LATE EMAIL NOTIFICATIONS PER MONTH PER	CREDIT PER SECURITY APPLIANCE
No Late Notifications	No Credit
≤ 3 Late Notifications	5% of Circuit MRC
> 3 Late Notifications	10% of Circuit MRC

4. Chronic Outage SLA

Description/Measurement: A Chronic Outage is considered to be a series of 3 or more service outages, each having a Time To Restore (TTR) exceeding a specified length, which repeatedly affects a single Security Appliance during a calendar month. The specified length of the TTR is determined by Managed Network and Security, as defined in Table 1 – MegaPath SLA Summary. MegaPath will determine whether three or more Trouble Tickets were opened within a calendar month for a given Security Appliance each of which exceeds the Time To Restore SLA.

Remedy: If MegaPath determines that the Chronic Outage SLA was not met MegaPath shall have 30 days from the date that the Chronic Outage issue is reported in the associated trouble ticket to remedy the problem. If Subscriber experiences a Chronic Outage, as defined above, during the 30-day remedy period, Subscriber may cancel the circuit with no penalty



SERVICE LEVEL AGREEMENTS

5. Value-Added Service (VAS) Install Interval SLA

Description: In cases where additional functionality is necessary beyond terminating the access, or where special CPE configuration is required, for example to deliver VAS such as VPN, Security or failover capability, MegaPath offers a separate SLA. The VAS Install Interval begins when the access circuit installation is complete and ends when the MegaPath or MegaPath-contracted resource connects the VAS CPE to the circuit, plugs it into a power source, turns it on, configures, tests, and notifies the MegaPath NOC that the VAS CPE is ready for service activation.

Measurement: The VAS Install Interval calculation is subject to the following conditions:

- Subscriber shall cooperate with MegaPath throughout the installation process, including providing complete and accurate information for a service order which contains the required detailed demarcation information and contact information of on-site personnel. Changes to an order made by or on behalf of Subscriber, or the occurrence of events outside the control of MegaPath, such as Force Majeure or special facilities construction may result in delays that will be excluded from the VAS Install Interval SLA calculation.
- A Subscriber representative must be physically present on-site at the time of installation and must provide access to the designated location's phone and/or wiring closet(s) on the date(s) designated by MegaPath. Such physical access and escort must also be provided to the local telecom provider to perform its tasks necessary for installation of the access circuit.
- All equipment must be provided and configured by MegaPath.
- Installation will be deemed complete on the earlier of when MegaPath can successfully PING an appropriate entity at the Subscriber premise or 5 days after the circuit has been installed by the local telecom provider.

Remedy: If MegaPath determines that the VAS Install Interval SLA was not met the following schedule will apply:

VAS SERVICE INSTALL INTERVAL	CREDIT PER SERVICE LOCATION
≤ SLA Metric	No Credit
≤14 Calendar Days over SLA Metric	25% of the first month's MRC for the affected VAS
> 14 Calendar Days over SLA Metric	50% of the first month's MRC for the affected VAS

6. Definition Update SLA

Description: MegaPath's Definition Update SLA is measured as the amount of time in excess of 3 hours from the time of incident submission to MegaPath of a recognized event to the time MegaPath defines or updates the policy. For the purposes of this SLA, the definitions relate to: Virus, and Intrusion Prevention Definitions. (Subscribers may purchase one or more of these options.)

$$\text{Excess Time} = (\text{Timestamp of virus/intrusion submission to MegaPath} - \text{Timestamp of update}) - 3 \text{ hours}$$

Measurement: The MegaPath Definition Update SLA measurement includes all definitions utilized in delivery of the Managed Security Service. Policy / Definition SLA credits will only apply for claims that have been properly submitted.

Remedy: If MegaPath determines that the Definition SLA was not met and also cannot remedy the problem within 15 calendar days from the date that the issue is reported in the associated trouble ticket the following schedule will apply to Anti-Virus and/or Intrusion Prevention services only - non affected Managed Security Services will receive no credit:

DEFINITION UPDATE	CREDIT PER AFFECTED LOCATION
0 ≥ Excess Time	No Credit
0 minutes < Excess Time ≤ 30 minutes	15% of Managed Security Service MRC



SERVICE LEVEL AGREEMENTS

GENERAL TERMS & CONDITIONS

The following terms and conditions apply to MegaPath's SLAs:

- a. The Subscriber account must be current and in good standing, otherwise no SLA credits will be issued.
- b. For Services where Automated Outage Notification is provided, Subscriber must opt for Trouble Ticket Notifications, as specified in their Customer Support Procedures Document. MegaPath will be relieved of its obligations pertaining to the Outage Notification SLA if the Subscriber contact information in the Customer Support Procedures Document is out of date or inaccurate due to Subscriber's action or omission, or if Subscriber does not abide by the procedures agreed upon in the Customer Implementation Plan and the Customer Support Procedures Document.
- c. No credits shall be issued for SLA violations caused by or attributed to problems associated with inside wiring.
- d. No credits will be granted to Subscriber for any SLA violations that are directly or indirectly caused by acts or omissions by (a) the Subscriber or End User, (b) any third party or person that is not a provider of services to MegaPath, (c) router or firewall configuration changes requested by Subscriber or in response to security threats, breaches, or attacks or (d) a Force Majeure event.
- e. Time associated with MegaPath scheduled outages and maintenance, emergency maintenance, and Subscriber or End User caused outages or support delays are excluded from Availability, MTTR, and Chronic Outage SLA calculations, and are not applicable to the Outage Notification SLA.
- f. These SLAs require that Subscriber representative be available at the location in question and able to assist in performing diagnostic testing to verify and resolve problems should they exist.
- g. Subscriber must initiate requests for credits as specified herein. Claims can only be made by, and credits issued to, Subscriber. All claims for credits are subject to MegaPath review and verification. MegaPath's determination as to whether an SLA has or has not been met shall be final. Credits are exclusive of any applicable taxes charged to Subscriber or collected by MegaPath. Credits provided by MegaPath shall not be cumulative or consist of multiple SLA credits for any single failure, or in any case be greater than 100% of the MRC for an affected circuit or connection within any given month. Credits may not be carried over into subsequent months and apply only to the month in which they are issued, regardless of balance owed.
- h. For Subscriber who purchase the broadband access circuit from MegaPath, and whose VAS was impacted by a trouble with such circuit, the remedies noted shall apply to the circuit and the appropriate VAS. These remedies only apply for failures at Remote Customer Locations and not at the Head-End. For example, if a Subscriber purchases a remote SDSL line and one or more VAS services, and the SDSL line is unavailable to an extent that credits are due, such remedies would also be applied to the appropriate VAS fee(s).
- i. MegaPath reserves the right to modify the claim forms and information required at any time without notice to Subscriber. MegaPath, without notice and at its sole discretion, may limit or eliminate Subscriber's eligibility to receive SLA credits if (i) Subscriber was in default of any payment terms at the time of the incident generating the SLA claim or prior to issuing the credit, (ii) Subscriber has submitted an excessive number of rejected SLA claims or attempted to use the SLA credit process in a frivolous or fraudulent manner, or (iii) Subscriber or End-User is in violation of the Acceptable Use Policy covering the affected circuit.