



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. Customers 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 Ethernet)	DS0, DS1, Business Ethernet & DS3	IDSL & SDSL	ADSL & Cable
Availability (with failover)*	99.999%	99.999%	99.99%	99.99%
Availability (without failover)	99.999%	99.99%	99.9%	99.5%
Mean Time to Restore	4 Hours	4 Hours	16 Hours	24 Hours
Roundtrip Latency**	110 ms	110 ms	110 ms – Core Service Area 160 ms – Expanded Service Area	110 ms – Core Service Area 160 ms – Expanded Service Area
Packet Delivery	99.9	99.9%	99.5%	99.5%
Automated Outage Notification*	10 minutes	15 minutes	15 minutes	15 minutes
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
Circuit Speed (% of Usable Rate)	As rated	As Rated	90%	Within Range
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: 30 DS0, DS1 Expanded Service Areas 2, 4, 5, 7, & 10: 45 DS1 Expanded Service Area 3: 60 DS3: 55 Business Ethernet > 20 Megs: 45 Business Ethernet < 20 Megs: 60	35	35
VAS Install Interval (calendar days) Note: In addition to access installation	14	14	14	14
Definition Updates*	3 Hours	3 Hours	3 Hours	3 Hours
*If Purchased ** Excludes IP SEC VPN tunnels				



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Table 2 – MegaPath SLA Applicability to Products

	Managed VPN	Access & Managed Security	Access & Access Monitoring	Access Only (ADSL & Cable)	ACCESS ONLY (IDSL & SDSL)	ACCESS ONLY (DS0/DS1/ DS3/ Business Ethernet)	Customer-Provided Access
Availability (with failover)*	Y	Y	Y	Y	Y	Y	N/A
Availability (without failover)	Y	Y	Y	Y	Y	Y	N/A
Mean Time to Restore	Y	Y	Y	Y	Y	Y	N/A
Roundtrip Latency	Y	N/A	Y	N/A	Y	Y	N/A
Packet Delivery	Y	Y	Y	N/A	Y	Y	N/A
Automated Outage Notification*	Y	Y	Y	N/A	N/A	N/A	N/A
Chronic Outage	Y	Y	Y	N/A	Y	Y	N/A
Circuit Speed	Y	N/A	Y	N/A	Y	Y	N/A
Access Circuit Install Interval	N/A	N/A	Y	Y	Y	Y	N/A
VAS Install Interval	Y	Y	Y	N/A	N/A	N/A	Y
Definition Updates*	N/A	Y	N/A	N/A	N/A	N/A	N/A
*If Purchased							

30 DAY SATISFACTION GUARANTEE

A 30 day satisfaction guarantee available on 10 mbps or smaller Shared Line ADSL, Dedicated ADSL, SDSL, IDSL, T1, Bonded T1 and Business Ethernet (including Ethernet over Copper) 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 (1-877.634.2728, option 4), by sending an email with your request to cancellations@megapath.com or submitted online at <http://www.megapath.com/cancellations/>. 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, customer 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 customer 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 Customer's account or issuance of a check to the Customer as appropriate in MegaPath's sole discretion.

MegaPath will not refund or credit Customer 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 and valid only for 10 mbps or smaller Shared Line ADSL, Dedicated ADSL, SDSL, IDSL, T1, Bonded T1 and Business Ethernet (including Ethernet over Copper) internet only services in Core Service Areas only.

ACCESS TECHNOLOGIES

Based on the Customer'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.

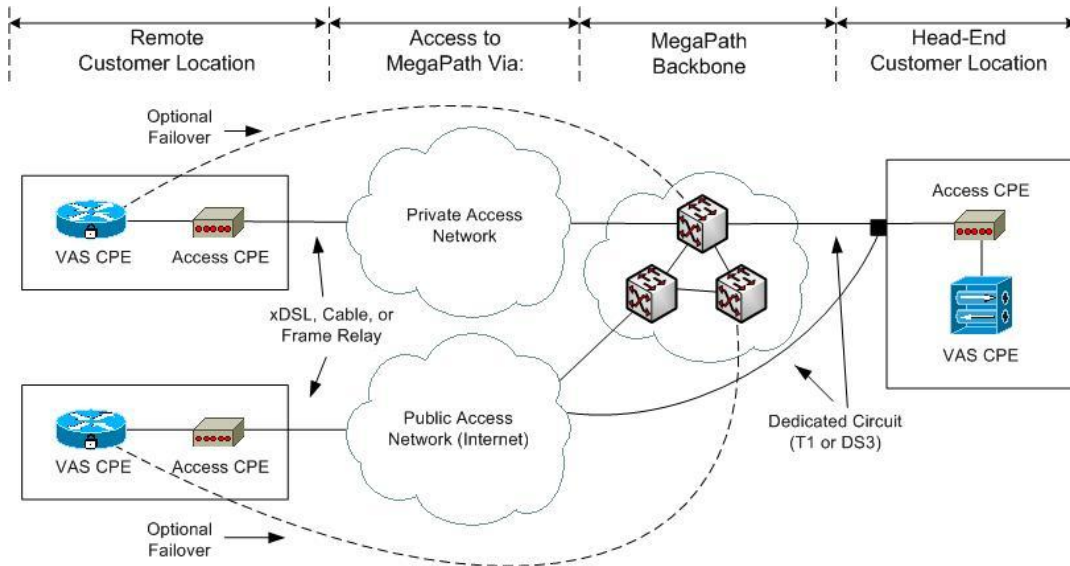


Figure A – Element Diagram for MegaPath Access

PROCESS

Customer 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. Customer 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 before 9/30/10 with Speakeasy please call 800-556-5829 or via email to support@speakeasy.net.
- To submit an SLA claim for services ordered on or before 9/30/10 with Covad please call Covad Customer Care Billing at 888-642-6823.
- To submit an SLA claim for services ordered on or after 10/1/10 or placed directly with MegaPath, 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 Customer within the 30-day period of Customer's initial submission of the claim. If Customer 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,



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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 Customer's November invoice.

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 the Customer 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 Customer 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 24X7x365 from the using automated ICMP ping. For non-residential Customers, MegaPath sends ICMP ping packets to the CPE router at each Customer site in 3-minute increments and records each poll/answer sequence for aggregation into the monthly average calculation for each circuit. When an ICMP poll to the Customer router is not answered, the MegaPath will reduce the ICMP polling interval for the Customer router that is not responding to the poll from 3-minutes to 1-minute until such time the device responds to the ICMP poll. Upon 3 consecutive ICMP polls failing to be answered, MegaPath instantly opens a trouble ticket for non-residential sites and emails the Customer. For residential sites, MegaPath sends ICMP ping packets to the CPE router at each Customer site in 5-minute increments and records each poll/answer sequence for aggregation into the monthly average calculation for each circuit. When an ICMP poll sent to the Customer router is not answered, MegaPath will reduce the ICMP polling interval for the Customer router that is not responding to the poll from 5-minutes to 2-minute until such time the device responds to the ICMP poll. For residential outages, MegaPath will email the Customer and will only open a trouble ticket if requested to do so by the Customer. Alternatively, MegaPath will open a trouble ticket if the Customer or End User contacts the MegaPath NOC to inform them of a service-related issue. The period of Unavailability begins when an outage-related trouble ticket is opened by either MegaPath or the Customer and ends when the connection is restored. Unavailability does not include periods of service degradation, such as slow data transmission. The Availability SLA takes effect on a connection-by-connection basis beginning on the 1st calendar day of the first full month after each connection is successfully installed and activated.

Proactive Monitoring: 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 the customer 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 customer 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 the customer 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



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Availability < 50%	100% of the MRC of the affected circuit
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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 Customer sites with similar circuit types during a calendar month.

$$\text{MTTR (w/in a month)} = \frac{\sum (\text{Trouble Ticket Resolved Timestamp} - \text{Trouble Ticket Opened Timestamp})}{\sum (\text{Trouble Tickets})}$$

Measurement: MTTR is the period of time beginning when an outage-related trouble ticket is opened by either MegaPath or the Customer 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.

Remedy:

AVERAGE AVAILABILITY	CREDIT PER CONNECTION FOR MISSED SLA
≤ 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 the Customer'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 Customer's CPE and thus includes the serialization delay of the WAN interface of the Customer's CPE. For Customer 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:

AVERAGE LATENCY	CREDIT PER CIRCUIT
≤ 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

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4. Packet Delivery SLA

Description: MegaPath's Packet Delivery SLA is measured as the percent of packets delivered from the Customer Management Router or the MegaPath NOC as appropriate to each of the Customer'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 Customer's CPE WAN interface. For Customer 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.

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 the Customer'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.

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

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 Customer 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 the Customer'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 the Customer 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 the Customer experiences a Chronic Outage, as defined above, during the 30-day remedy period, the Customer may switch the circuit to another MegaPath access service with no termination or installation fees, or the customer may cancel the circuit with no penalty. If the Customer elects to switch the circuit to another MegaPath access service, the Customer shall pay the MRC of the new service once it has been installed.

7. Circuit Speed SLA

Description: Circuit Speed is defined as the usable data transfer rate across the Customer's WAN access circuit.

Measurement: Circuit Speed is determined by checking the synchronization speed of the Access CPE. The Circuit Speed SLA measurement is based on the usable data rate, which for DSL and Cable circuits is assumed to be 10% less than the raw data rate because of the overhead associated with the ATM or frame protocol used on these types of access circuits.

Remedy: If MegaPath determines that the Circuit Speed SLA was not met and cannot remedy the problem within 30 calendar days from the date that the Circuit Speed issue is reported in the associated trouble ticket, Customer may switch the circuit to another MegaPath access service with no Termination or Installation fees or cancel the circuit with no penalty. If the Customer elects to switch the circuit to another MegaPath access service, the Customer shall pay the MRC of the new service once it has been installed.

8. Installation Interval SLA

Description: The Installation Interval is the period of time between when a complete and accurate order for service is submitted by the Customer, 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.

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

- Customer 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 the Customer, 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 Customer 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 Customer site and when the Customer, End User, or Customer 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 Customer premise or 5 days after the circuit has been installed by the local telecom provider.



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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 the Customer to an Installation Interval SLA credit, Customer 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.

9. 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:

- Customer 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 the Customer, 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 Customer 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 Customer 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:

<i>VAS SERVICE INSTALL INTERVAL</i>	<i>CREDIT PER SERVICE LOCATION</i>
≤ 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

10. 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. (Customers 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. The Customer 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 Customer 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, the Customer 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 Customer contact information in the Customer Support Procedures Document is out of date or inaccurate due to the Customer's action or omission, or if the Customer 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 the Customer for any SLA violations that are directly or indirectly caused by acts or omissions by (a) the Customer 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 the Customer 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 Customer 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 Customer connection is on the failover circuit.
- f. These SLAs require that a Customer 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. The Customer must initiate requests for credits as specified herein. Claims can only be made by, and credits issued to, the Customer. 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 the Customer 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 Customers 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 customer 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).



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- j. MegaPath reserves the right to modify the claim forms and information required at any time without notice to Customer. MegaPath, without notice and at its sole discretion, may limit or eliminate Customer's eligibility to receive SLA credits if (i) Customer was in default of any payment terms at the time of the incident generating the SLA claim or prior to issuing the credit, (ii) Customer 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) Customer 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 the Customer 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 Customers using MegaPath's Business Voice Services. MegaPath's Business Voice Services include "Integrated Voice", "Hosted Voice" and "MegaPath Business VoIP Service" (Collectively referred to herein as "Voice Services"). This Service Level Agreement ("SLA") applies only to MegaPath customers 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. Customer's 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**. This SLA outlines the minimum service a Customer may expect from MegaPath for the contracted service.

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

DEFINITIONS

Customer

Customer shall mean a MegaPath customer who has executed a binding agreement for MegaPath's Voice Services, excluding any Customer 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 the Customer's service installation. Customer is eligible to receive all credits for MegaPath not meeting its service commitments for the month, regardless of when the Customer's Voice Services were activated during that month. In the month when a Customer's Voice Services are terminated, the Customer is not eligible to receive credits for MegaPath not meeting its service commitments for that month.

Service Fee

The Basic Phone Extension Fee for a Customer with MegaPath's Voice Services is the base monthly recurring fee paid for the Voice Services Feature Pack plus the monthly recurring charge for any additional extensions 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 the Customer. Scheduled Maintenance may temporarily degrade the quality of service including possible outages. MegaPath's policy is to notify the Customer 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 customers and requires immediate action. Emergency Maintenance may degrade the quality of service including possible outages. MegaPath's policy is to notify the Customer 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

SERVICE LEVEL AGREEMENTS

Thirty Day Satisfaction Guarantee

If Customer is for any reason dissatisfied with the Voice Services, Customer 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 Customer terminates the Voice Services as allowed herein, Customer will remain responsible for all fees and charges for any Site Survey, Installation, Equipment and Services used. 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 Customer'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 (1-877.634.2728, option 4), by sending an email with your request to cancellations@megapath.com or submitted online at <http://www.megapath.com/cancellations/>. 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, customer 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 customer 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 Customer's account or issuance of a check to the Customer as appropriate in MegaPath's sole discretion.

MegaPath will not refund or credit Customer 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.

Chronic Outage Term Waiver For Services with Voice QoS Optimization

In the event that during any thirty (30) day period of service, Customer 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"), customer may terminate the effected Voice Services with QoS Optimization without liability for further term commitments. In the event that Customer terminates Voice Services with QoS Optimization (which may include the MegaPath provided access circuit) as allowed by this provision, Customer will remain responsible for all fees and charges for any Site Survey, Installation, Equipment and services used. MegaPath must receive written notice of Customer'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 Customer 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 Customer 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 Customer 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:

SERVICE LEVEL AGREEMENTS

- 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 customer 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 and SDSL with Voice QoS Optimization

MEGAPATH PROVIDES VOICE SERVICES OVER ADSL AND SDSL 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.

Should a MegaPath provided ADSL or SDSL ("DSL") circuit with Voice QoS Optimization fail to support the Customer's service deployment by not providing sufficient capacity when there is no other traffic on the circuit, and Customer 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 the Customer's needs. Upon proposal of this upgrade by MegaPath, Customer must accept or decline such upgrade within twenty-five (25) calendar days. Should Customer elect to accept this upgrade, MegaPath shall upgrade the circuit and Customer's DSL billing shall be adjusted to reflect the change in service. Should Customer decline this upgrade, Customer 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 Customer should elect to decline the upgrade, Customer must provide advance notice to MegaPath, effective within thirty (30) calendar days of Customer's receipt of MegaPath's proposal to upgrade the DSL service, either revising its target MNCC to a lower value, consistent with the actual circuit performance, or canceling the Voice Services. Should Customer 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 Customer to have accepted the Voice Services "as is" and Customer 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 contract (including its payment terms)
 - C) Due to the failure of power at the Customer 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 circuit
 - I) When concurrent call failure is simultaneous with the transfer of other data on the DSL circuit.
 - J) In the event that Customer should elect to cancel Voice Services as allowed herein, Customer 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 Customer's other obligations in regard to other services purchased from MegaPath, including, but not limited to, those relating to the purchase of the DSL circuit.

GENERAL

CREDIT AND PAYMENT PROCEDURE

- To receive credit for the Voice Service Application Unavailability Guarantee, Customer must contact MegaPath and open a trouble ticket at the time of trouble. MegaPath applies SLA credits to the Customer's invoice within two (2) billing cycles.
- Credits are based on the Customer's Basic Phone Extension Fee and may arise from multiple service guarantees outlined in this SLA. The total combined credits applied to the Customer's Voice Services will not exceed the Basic Phone Extension Fees 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.
- The Customer will pay its entire service bill, and shall not setoff any SLA Credits it would anticipate receiving from MegaPath. Customer shall cooperate with MegaPath in any SLA Claim investigations.
- To receive SLA Credits, Customer must be in good financial standing with MegaPath and must be compliant with the terms and conditions of its MegaPath Business Voice Services agreement. A Customer'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 Customer's sole remedy related to MegaPath's Voice Services.

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 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 (1-877.634.2728, option 4), by sending an email with your request to cancellations@megapath.com or submitted online at <http://www.megapath.com/cancellations/>. You must indicate that you are cancelling under the Sixty Day Service Guarantee.

Service Availability

MegaPath shall use commercially reasonable efforts to make the Hosted Exchange and SharePoint Services available to Subscriber at the Availability Rate of Subscriber's underlying Broadband Access Circuit ("Service Level Commitment") 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;

SERVICE LEVEL AGREEMENTS

- (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.