



SERVICE LEVEL AGREEMENTS (“SLA”)

SLA's applicable to the service and the service credits available to Customer (“Service Credit”). The monthly measured SLA attributes are effective as of the first day of the second month after initial installation of a Service; however, the Network Port Availability SLA and the Reporting SLA are effective as of the Start of Service Date of the Network Port.

COMPONENTS INCLUDED

All Relevant components of the Stratus Network Inc. IP Network (e.g., POPs – Point of Presence, routers and circuits) are subject to this SLA, and components of other Internet backbone providers (“Off Net”) are subject only to the Latency SLA as described herein. Local access/connection facilities (i.e. the local loop are tail circuits) (“Local Access”) used to access the Stratus Network Inc. IP Network or partner networks and any Customer equipment are not included as components of the Stratus Network Inc. IP Network for purposes of this SLA.

Network Availability Guarantee

The Stratus Network Inc. Network, which includes the network access port and the Stratus Network Inc. IP backbone network, is guaranteed to make Service available to Customer one-hundred percent (100%) of the time. The Stratus Network Inc. IP backbone network includes Stratus Network Inc. Core Routers and transmission. If this Guarantee is not satisfied during a calendar month, Customer will be credited one day of the MRC for every 2 full hours of Service non-Availability.

Latency Guarantee

Latency is defined as the average monthly end-to-end roundtrip delay between the access routers on the Stratus Network Inc. IP Network. Latency shall be measured by averaging sample measurements taken during a calendar month between applicable Hub Routers. The Stratus Network Inc. network is guaranteed to have an average round-trip packet transit time within the Stratus Network Inc. Network of no more than 65ms. If this guarantee is not satisfied during the calendar month, Customer will be credited one day of the Stratus Network Inc. MRC charge to the affected Network Access Port.

Packet Loss

Packet Delivery will be measured on an ongoing basis every five minutes to determine an average monthly performance level for packets delivered between the relevant Intra U.S. POPs. The Stratus Network Inc. IP network is guaranteed not to cause an average packet loss of more than one percent (1%) during any calendar month. If the applicable network average for packet loss in a given month exceeds the target, the Purchaser will be compensated one day MRC charge.

Jitter Guarantee

Jitter measures the Intra U.S. inter-packet delay variance and packet loss in the Stratus Network Inc. IP Network, and is measured on an ongoing basis every five minutes by generating synthetic user datagram protocol (UDP) traffic. The Stratus Network Inc. IP network is guaranteed not to cause a maximum average network jitter delay of more than two percent (2%) during any calendar month. If the applicable network average for packet loss in a given month exceeds the target, the Purchaser will be compensated one day MRC charge.

General

The SLA guarantees are subject to the following measurement limitations: 1) Customer must contact Stratus Network Inc. Customer Care at 1-866-822-2246 to open a ticket on affected service; 2) the total amount credited may not exceed 50% of the MRC for the affected Network Access Port Service; 3) SLA measurements will not include local access, Customer Premise Equipment, any scheduled maintenance event, Customers Local Area Network, Customer caused interruptions, and force majeure events defined in the Agreement. Service Credit requests must be made with five business days of the last day of the month in which the relevant measurement of the SLA was not met by emailing slacredits@stratusnet.com with the relevant ticket number that was given when issue was reported.