

Spectra Access Service Level Agreement

Spectra Access shall provide our customers with service credits as outlined in this Service Level Agreement (SLA) if Spectra Access fails to meet its stated Network Availability, Network Reliability, Jitter, or Packet Delivery targets.

Section 1: Definitions

All metrics apply to all services from Spectra Access unless specifically identified else wise.

Spectra Access Core Network

Spectra Access owned and operated TCP/IP infrastructure consisting solely of Spectra Access owned hardware within the Spectra Access serving infrastructure.

From this point forward, the term "packet" represents the transmission of a TCP/IP packet.

Customer Premise Equipment

Affects any service that includes a Spectra Access Customer Premise Equipment (CPE) installed by a qualified Spectra Access representative and located at the customer's location.

Last Node Device

Is the last device a packet traverses that is owned by Spectra Access in which the SLA can be applied. Examples of such devices are Spectra Access' border routers that provide connectivity to the Internet and/or other CPE that is owned by and is part of the Spectra Access Core Network infrastructure.

Network Outage

An unscheduled period of time other than periods of Scheduled Maintenance during which the Customer is unable to access the Spectra Access network and or services relating to TCP/IP and related services such as Web and/or eMail.

Trouble Ticket

A trouble ticket is a mechanism used within Spectra Access to track the detection, reporting, and resolution of a problem. The Customer must either call into Spectra Access Technical support to log a trouble ticket or open a trouble ticket at <http://support.spectraaccess.com>. Downtime measurement begins from the time the trouble ticket was opened.

Network Latency

The measure of time it takes for a packet to reach the receiving endpoint from the sending endpoint on the Spectra Access network.

Packet Loss

The average percentage of packets transmitted between the customer's CPE and a Last Node device that is owned and maintained by Spectra Access during a calendar month that are not successfully delivered, as measured by Spectra Access.

Jitter

Jitter is a variation in packet transit delay caused by queuing, contention and serialization effects on the path through the network.

Scheduled Maintenance

Planned network maintenance that takes place from Sunday through Saturday during the hours of midnight to 6 A.M. Typical maintenance windows occur between 4 A.M and 6 A.M. Notification of Maintenance activities are available via several methods as outline at http://www.spectraaccess.com/technical_support/

Section 2: Satisfaction Guarantee

It is our goal to deliver you high quality, reliable telecommunication services. As a result, Spectra Access backs all of its Services with a 60-day service guarantee. If, during the first 60 days of the original service term (calculated from the billing activation date of your Service), if you are not satisfied with your Service, you may cancel your Service. To qualify for this service guarantee, (i) the reasons for your dissatisfaction must be within Spectra Access' direct control and Spectra Access must be unable to resolve the reported problem to your reasonable satisfaction within fifteen (15) days from its receipt of your notification, and (ii) your account with Spectra Access must be current with no outstanding balances over 35 days past due. You remain liable for all Spectra Access fees and charges incurred prior to the effective date of any valid service termination.

Section 3: Network Availability Guarantee

Spectra Access guarantees 99.99% network availability or uptime for the services covered under this SLA to the Customer in a calendar month excluding prearranged scheduled maintenance. If Spectra Access fails to meet our network availability target for a particular month, the Customer may request a Network Availability Service Credit. By definition, a connection is experiencing an outage if no TCP/IP traffic can be exchanged between the CPE and the Spectra Access Core Network or vice versa, or if Spectra Access is unable to establish a connection with the Customer's CPE. Outage hours are rounded to the nearest hour and are based on the time a trouble ticket was opened with Spectra Access Technical Support.

For determining Network Availability Service Credit allowances for Services invoiced on the basis of Monthly Recurring Charges, a month shall be deemed to consist of thirty (30) days. No credit allowance will be given for interruptions of less than one (1) hour from the time the interruption is either reported or known to Spectra. A pro-rated credit of one-thirtieth (1/30) of the applicable Monthly Recurring Charges will be awarded whenever a Service interruption lasts for a period between one (1) and twenty-four (24) hours. If Service is interrupted for a period of more than twenty-four (24) hours, credit will be given in an amount equal to one-thirtieth (1/30) of the applicable Monthly Recurring Charges for each twenty-four (24) hour period or fraction thereof that the Service remains interrupted. Only those Service components involved on the interrupted portion of the Service will be credited.

Section 4: Jitter Guarantee

Spectra Access guarantees a maximum one-way average latency of 50 milliseconds from a Spectra Access CPE to a Last Node device owned by Spectra Access such as a Internet border router and/or another Spectra Access CPE. If Spectra Access fails to meet our Jitter target for a particular month, the Customer may request an Jitter Service Credit equal to 5% of the Customer's monthly recurring charges for products covered under this Service Level Agreement in excess of the Jitter target. Internet/Data Latency is not measured during a network outage and no service credits will be processed for Latency during an outage condition.

Section 5: Jitter

Spectra Access guarantees an average monthly jitter on Spectra Access' Core Network at 30 ms or less and to have the maximum level not exceed 50 ms for more than 0.1% of service time in a

calendar month in accordance with Spectra Access standard practice. If Spectra Access fails to meet our Jitter target for a particular month, the Customer may request a Jitter Service Credit equal to 5% of the Customer's monthly recurring charges for products covered under this Service Level Agreement in excess of the Jitter target. Jitter is not measured during a network outage and no service credits will be processed for Latency during an outage condition.

Section 6: Packet Delivery Guarantee

Spectra Access guarantees average packet delivery of 99.90% on Spectra Access' Core Network. If Spectra Access fails to meet our packet delivery target for a particular month (or packet loss in excess of 0.10%, the Customer may request a Packet Delivery Service Credit equal to 5% of the Customer's monthly recurring charges for products covered under this Service Level Agreement for service outages in excess of the packet delivery target. Packet loss is not measured during a network outage and no service credits will be processed for packet loss during an outage. Packet Delivery does not apply to the functionality of the local loop.

Section 7: Service Repair Times

All Spectra Access services include Standard Business Day Service which provides troubleshooting & repair coverage of a services Monday through Friday, 8:00AM to 5:00PM with an initiate response time not to exceed 2 business hours. If dispatch is required to a customer location, a Spectra Access field engineer will generally be dispatched same business day for calls received before 3:00PM otherwise we guaranteed the field engineer to arrive at the Customer premises no later than 2:00PM on the next business day after Spectra Access receives the trouble call. Once the problem has been identified by a Spectra Access field engineer, restoration of services will not exceed 2 hours barring any exclusions as defined in Section 9 or an unforeseen condition that prohibits repair services.

Trouble calls may be issued by the customer 7x24, but must be received by 3:00PM to ensure next business day service is met. Dispatch of technicians will only occur after remote trouble resolution processes have determined that the problem is in equipment owned by Spectra Access and located at the customer site.

Section 8: Service Credit Claim Process

Customers must open a trouble ticket with Spectra Access Technical Support for any service problem related to the SLA metrics described herein. SLA credits are applied only upon the Customer's request, which must be submitted within 10 business days of the end of the month in which entitlement to an SLA credit arose. Credit requests can be submitted via phone call or e-mail to Spectra Access Technical Support. All credit requests must go through Spectra Access Technical Support and will need to reference the corresponding trouble ticket that was opened when the issue was first identified by the customer.

Section 9: Service Credits

All service credits will be posted during the following calendar month after the month in which a service problem was reported. No service credits can exceed the total amount of the monthly recurring charges for each of the products covered under this SLA (as appropriate). Service credits do not include usage, taxes, surcharges or other fees and apply to monthly recurring.

The following service credit rules also apply:

- All approved SLA credits claimed by the Customer for a given month will be totaled and applied to the Customer's next following invoice for service, or as promptly thereafter as is practical in the event of a dispute.

- SLA credits provided for in these terms and conditions are the Customer's sole remedy with respect to items covered in these terms and conditions.
- The customer must be in good standing to receive all SLA service credits.

Section 10: Exclusions

No SLA credit shall apply for the failure of any service to comply with this SLA, caused, in whole or part, by any of the following:

- A failure of the customer owned equipment and/or equipment of a Customer's vendor.
- Force Majeure events.
- Any act or omission of Customer or any third party (including, but not limited to, Customer's agents, contractors or vendors), including, but not limited to (i) failing to provide Spectra Access with adequate access to facilities for testing, (ii) failing to provide access to Customer premises as reasonably required by Spectra Access or its agents to enable Spectra Access to comply with its obligations regarding our services, (iii) failing to take any remedial action in relation to our services as recommended by Spectra Access, or otherwise preventing Spectra Access from doing so, or (iv) any act or omission which causes Spectra Access to be unable to meet any of the SLA targets.
- Customer's negligence or willful misconduct, which may include Customer's failure to follow agreed-upon procedures.
- Any scheduled or emergency maintenance periods.
- Disconnection or suspension of our services by Spectra Access pursuant to the right to do so under our agreement or these terms and conditions.

Section 11: Policy Changes

Spectra Access in its sole discretion may change, amend or revise this policy at any time. Such changes or revisions shall be deemed effective upon posting an updated Service Level Agreement to the Spectra Access website.