

Metanet  
Service Level Agreement  
For Access Services

Metanet shall provide Dedicated Access Customers with Service Credit if Metanet fails to meet its stated Installation Guarantee, Network Availability Guarantee, Outage Notification Guarantee, Internet Latency Guarantee and/or Packet Loss Guarantee, as defined in this Service Level Agreement ("SLA"). This SLA is part of Metanet's commitment to its Dedicated Access Customers to stand behind its internal processes, network and quality of service.

Section 1: Installation Guarantee

Metanet guarantees that Internet connectivity for a Dedicated Access Customer shall be installed within forty-eight (48) business days after an order has been accepted and entered into Metanet's provisioning system by its Account Coordination team. Subject to the following conditions, if Metanet fails to meet this commitment Dedicated Access Customer shall receive a one (1)-month Service Credit.

Dedicated Access Customer or its representative shall cooperate with Metanet in the installation process, including accurate completion of an order form containing detailed demarcation information and other onsite contact listings. Changes in an order made by or on behalf of Dedicated Access Customer or the occurrence of events outside the control of Metanet, such as Force Majeure, may result in delays for which Metanet is not responsible hereunder.

Dedicated Access Customer or its representative must be physically present at the time of installation and must provide access to the designated building's phone closet(s) on the date(s) agreed to by Metanet's Installation Coordination Department. Such building access and escort must also be provided to the local telecom provider to perform its tasks necessary for installation of the circuit.

Only circuits ordered to existing Metanet POPs are covered hereunder, and special circuits, including those ordered for remote areas or using non-standard technology, such as Asynchronous Transfer Mode ("ATM"), Switched Multimegabit Data Service ("SMDS"), wireless service or others, are not covered.

All circuits (including local loops, cross-connects and end-link circuits) must be ordered by Metanet, and all equipment must be provided and configured by Metanet or approved by Metanet (see Metanet's Approved Equipment List).

When Metanet provides equipment, which Dedicated Access Customer installs and configures, Dedicated Access Customer must physically plug in such equipment promptly upon its receipt by Dedicated Access Customer.

In the event of a delay in installation that entitles Dedicated Access Customer to Service Credit, Dedicated Access Customer shall be liable for the local-loop charges with respect to such order beginning on the actual installation date despite the grant of Service Credit by Metanet. See Section 7 hereof for the Service Claim Process.

## Section 2: Network Availability Guarantee

Metanet guarantees ninety-nine and nine tenth percent (99.9%) network uptime. Any Dedicated Access Customer who experiences Network Unavailability in excess of one (1) hour during a calendar month may receive Service Credit as follows:

Network Unavailability greater than one (1) hour, but less than four (4) hours, in a calendar month: one (1)-day Service Credit.

Network Unavailability equal to or greater than four (4) hours, but less than eight (8) hours, in a calendar month: one (1)-week Service Credit.

Network Unavailability equal to or greater than eight (8) hours in a calendar month: one (1)-month Service Credit.

Unless Dedicated Access Customer has been notified of Network Unavailability by Metanet, Dedicated Access Customer shall have notified the Metanet Network Operations Center of such Network Unavailability promptly during such Network Unavailability. See Section 7 hereof for the Service Claim Process.

## Section 3: Outage Notification Guarantee

Metanet guarantees that it shall contact Dedicated Access Customer, either by phone or by email, within one (1) hour after the occurrence of a Network Unavailability resulting in complete downtime for such Dedicated Access Customer. If Metanet fails to contact Dedicated Access Customer within one (1) hour of the occurrence of Network Unavailability, Dedicated Access Customer may receive a one (1)-day Service Credit. The Outage Notification Guarantee shall not apply to special circuits, including those using nonstandard technology, such as ATM, SMDS, wireless service or others, or to Digital Subscriber Line service. See Section 7 hereof for the Service Claim Process.

## Section 4: Internet Latency Guarantee

Metanet guarantees an average monthly transmission rate of 85 milliseconds or less on the Metanet Network. Metanet measures Internet latency, the average round trip transmission on the Metanet Network, at approximately ten (10) minute intervals and calculates the average at the end of each calendar month. Any Dedicated Access Customer who experiences average Internet latency in excess of 85 milliseconds as so calculated for any calendar month may receive Service Credit as follows:

Average Internet latency in excess of 85 milliseconds for any calendar month: one (1)-week Service Credit

Average Internet latency in excess of 85 milliseconds in each of two (2) consecutive calendar months: one (1)-month Service Credit

See Section 7 hereof for the Service Claim Process.

## Section 5: Packet Loss Guarantee

Metanet guarantees that packet loss shall be not more than 5 percent (5%) on the Metanet Network during any calendar month. Metanet measures packet loss on the Metanet Network at approximately ten (10) minute intervals and calculates the average at the end of each calendar month. Any Dedicated Access Customer who experiences a packet loss on the Metanet Network in excess of five percent (5%) as so

calculated for any calendar month may receive a one (1)-day Service Credit. See Section 7 hereof for the Service Claim Process.

#### Section 6: Definitions

"Average Monthly Recurring Charges" shall mean the average of the monthly fees for Internet access services charged by Metanet, which includes only the base monthly fee for metered services, and which excludes all local loop and other Telco and third-party charges, for the three (3) months (or such shorter period during which Dedicated Access Customer has been receiving service) immediately preceding the month in which the event giving rise to the claim for Service Credit occurs.

"Dedicated Access Customer" shall, except for purposes of the Installation Guarantee, mean any customer with a binding contract for dedicated Internet access of 45 Mbps or less of bandwidth. For purposes of the Installation Guarantee, "Dedicated Access Customer" shall mean any customer with a binding contract for dedicated Internet access of not more than 1.54 Mbps of bandwidth.

"Metanet Network" shall mean the telecommunications network and network components owned and operated by Metanet, including points of presence ("POP"). The Metanet Network does not include Customer Premises Equipment, telephone circuits between a POP and Dedicated Access Customer's location or any networks or network equipment not owned or controlled by Metanet.

"Network Unavailability" shall mean a failure of the Metanet Network resulting in Dedicated Access Customer being unable to connect to the Metanet Network from Dedicated Access Customer's location. Network Unavailability shall not include failure as a result of Metanet Network planned maintenance, other planned outages, packet loss, problems with Dedicated Access Customer's applications, equipment or facilities, acts or omissions of Dedicated Access Customer, any use or user of the service authorized by Dedicated Access Customer, Force Majeure or local access provider outages or service interruptions.

"Service Credit" shall mean:

One (1)-day Service Credit: one-thirtieth (1/30) of Dedicated Access Customer's Average Monthly Recurring Charges.

One (1)-week Service Credit: seven-thirtieths (7/30) of Dedicated Access Customer's Average Monthly Recurring Charges.

One (1)-month Service Credit: thirty-thirtieths (30/30) of Dedicated Access Customer's Average Monthly Recurring Charges.

If Metanet approves a claim for Service Credit for failure to comply with the Installation Guarantee, "Service Credit" shall mean Metanet's charge for Dedicated Access Customer's first full month of Internet access service, not including installation or other start-up fees, usage charges or local loop charges.

Service credits shall not be available for any violation of this SLA that is attributable to Dedicated Access Customer's tampering with any equipment.

#### Section 7: Service Claim Process

To initiate a claim for Service Credit with respect to the Network Availability, Outage Notification, Internet Latency or Packet Loss Guarantees, Dedicated Access Customer shall submit a completed Service Credit Request Form within seven (7) business days after the end of the month during or for which the event occurred which gives rise to the claim for Service Credit. To be considered for Service Credit with respect to the Installation Guarantee, Dedicated Access Customer shall submit a Service Credit Request not later

than seven (7) business days after the actual installation date. The projected installation date shall be stated in the "Welcome Letter" sent to each Dedicated Access Customer. Metanet shall acknowledge receipt of all Service Credit Requests Forms via email within twenty-four (24) hours after such receipt and shall review all requests within ten (10) business days after such receipt. Customer shall be notified via email upon resolution of the request.

#### Section 8: Service Credit

Metanet shall issue Service Credit to Dedicated Access Customer's account upon approval of Dedicated Access Customer's Service Credit Request Form. Service Credit shall appear on the invoice issued in the month following the month in which the Service Credit Request Form was approved.

The Service Credit provided for in this SLA assumes compliance by Dedicated Access Customer with the terms and conditions of its Internet services agreement with Metanet, and the failure of Dedicated Access Customer to comply therewith may invalidate Metanet's Guarantees provided herein. Furthermore, Metanet shall not be held liable for failure to fulfill its obligations hereunder if such failure is due to Dedicated Access Customer's use of bandwidth in excess of the amount specified in Dedicated Access Customer's Internet access services agreement with Metanet or causes beyond Metanet's reasonable control, such as Force Majeure.

#### Section 9: Policy Change

Metanet 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 Metanet's web site.

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