



SERVICE LEVEL AGREEMENTS

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.

SLA Summary – Monthly Metrics			
Access Technology	DS0, DS1 & DS3	IDSL & SDSL	ADSL & Cable
Availability (with failover)*	99.99%	99.99%	99.99%
Availability (without failover)	99.99%	99.9%	99.5%
Mean Time to Restore	4 Hours	16 Hours	24 Hours
Roundtrip Latency	110 ms	160 ms	160 ms
Packet Delivery	99.9%	99.5%	99.5%
Automated Outage Notification*	15 minutes	15 minutes	15 minutes
Chronic Outage	3 outages	3 outages	3 outages
Circuit Speed (% of Usable Rate)	As Rated	90%	Within Range
Access Circuit Install Interval (calendar days)	DS0, DS1 Core Service Area: 30 DS0, DS1 Expanded Service Area: 40 DS3: 55	35	35
VAS Install Interval (calendar days)	14	14	14
Definition Updates*	3 Hours	3 Hours	3 Hours
*If Purchased			

Table 1 – MegaPath SLA Summary

	Managed VPN	Access & Managed Security	Access & Access Monitoring	Access Only (ADSL & Cable)	ACCESS ONLY (IDSL & SDSL)	ACCESS ONLY (DS0/DS1/ DS3)	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							

Table 2 – MegaPath SLA Applicability to Products



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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.

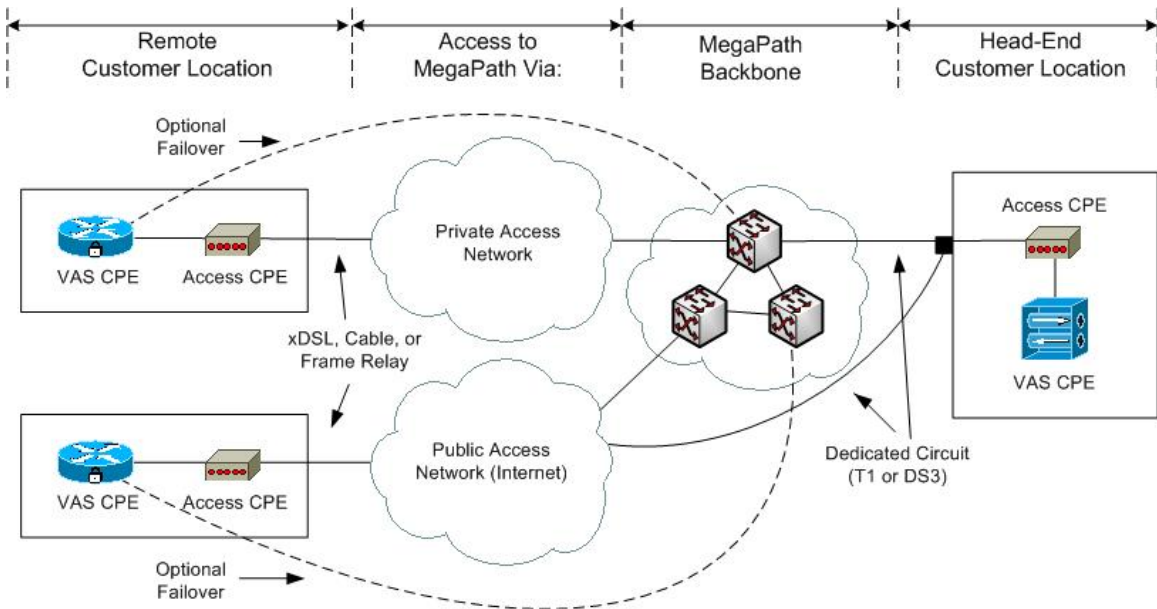


Figure A – Element Diagram for MegaPath Access

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 via MegaPath's web site at slareview@megapath.com.

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, 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.



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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.

$$\text{Availability (w/in a calendar month)} = \frac{(\text{Total Minutes in Month} - \text{Total Minutes of Unavailability in Month})}{\text{Total Minutes in Month}}$$

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.

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 Customer sites with similar circuit types during a calendar month.

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



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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

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



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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:

AVERAGE PACKET DELIVERY	CREDIT PER CIRCUIT
≥ 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:

LATE EMAIL NOTIFICATIONS PER MONTH PER CIRCUIT	CREDIT PER CIRCUIT
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.



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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.

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

INSTALLATION INTERVAL	CREDIT PER CIRCUIT
≤ 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.



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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:

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

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.)

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

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 SecureConnect 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



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GENERAL TERMS & CONDITIONS

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

- a. The Customer must qualify for these SLAs by purchasing multiple DS1/DS3 circuits, 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).
- 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.