

Metro Ethernet SERVICE LEVEL AGREEMENT

The Service Level Agreement (SLA) is a part of the MHO Networks Service Order Agreement (SOA) between the Customer and MHO Networks (MHO).

1. SERVICE COMMITMENT

MHO is committed to providing high speed network services that are among the most reliable in the industry. As part of this commitment, MHO is pleased to offer eligible Customers the following guarantees:

- Installation Guarantee
- Network Availability Guarantee
- Network Latency Guarantee

If MHO fails to meet any of these Guarantees, it will provide Customers with a Service Credit, as set forth below.

2. GUARANTEES

2.1 INSTALLATION GUARANTEE

For each of the services listed below, MHO guarantees connections will be installed within the following corresponding time-frames, starting from the date an order has been placed, validated and entered into MHO's provisioning system by its Account Coordination Team.

- Metro Ethernet 10 to 200 Meg 10 business days
- Metro Ethernet 300 to 1000 Meg 20 business days

An order will not be validated until a signed SOA, Landlord Agreement (LA) and other required documentation specified by MHO has been received, validated, approved and entered into MHO provisioning system by its Account Coordination Team.

The Installation Guarantee does not apply when installing in third-party data centers. For point-to-point connections the port with the longest install time governs the entire order.

If MHO fails to meet these commitments, Customers will receive (at Customer's request) one (1) month Service Credit. Customers may obtain no more than one (1) month Service Credit for any given month. MHO's Installation Guarantee is subject to the following conditions:

- Customers and/or its representatives must cooperate with MHO in the installation process, which includes accurate completion of an Order Form containing detailed demarcation information and other onsite contact listings. Changes in the Order Form made by or on behalf of the Customer or the occurrence of events outside the reasonable control of MHO, such as Act of God may result in a delay for which MHO is not responsible hereunder.
- Customers and/or its representatives must be physically present at the time of installation and must provide access to the designated building's phone closet(s) and building's roof on the date(s) agreed to by MHO's Installation Coordination Department. Such building access and escort must also be provided to other necessary personnel to perform the installation of the connection.
- If the Customer requests a change to an order date during implementation of Service, the Installation Guarantee date shall at MHO's sole discretion, begin again upon change acceptance.
- The Service Credit for failure to meet the Installation Guarantee is not available to Customers for whom installation charges have been waived or reduced.

2.2 NETWORK AVAILABILITY GUARANTEE

MHO's Metro Ethernet Service is designed for 99.99% availability. If Customer experiences a network outage, MHO will restore the network connection within two (2) hours. Customer will receive, at the Customer's request, a Service Credit as follows:

- One (1) day Service Credit of affected circuit for each additional hour after the first two (2) hours of down time
- One (1) month Service Credit if Point to Point Service is down 24 hours or more after first two (2) hours of down time

Customer may obtain no more than one (1) month Service Credit for any given month.

Down time commences once customer notifies MHO and MHO issues a service ticket to the customer. The outage will conclude once MHO restores the affected Metro Ethernet circuit.

2.3 NETWORK LATENCY GUARANTEE

For Metro Ethernet Customers only, MHO guarantees the monthly average Network Latency for round-trip packets carried between Customer demarcation points to be an average of < 45ms or less.

This average latency is measured as the average of 15 Minute samples as taken throughout a calendar month.

After being notified by the Customer of Network Latency in excess of the rates specified above, MHO will use reasonable best efforts to determine the source of such Network Latency and to correct such problems within 2 hours.

If MHO fails to remedy such Network Latency within two (2) hours of being notified of any excess Network Latency and average Network Latency for the proceeding 30 days has exceeded the rates specified above, the Customer will receive, at the Customer's request, a Service Credit as follows:

- One (1) day Service Credit for each additional hour after first two (2) hours of degraded performance
- One (1) month Service Credit for each 24 hours of degraded performance

Customer may obtain no more than one (1) month Service Credit for any given month.

3. ADDITIONAL DEFINITIONS

Monthly Recurring Charge (MRC) means the fixed, recurring charge invoiced by MHO to the Customer on a monthly basis for the Service. MRC is exclusive of any surcharges and/or variable charges.

Network Unavailability means that the MHO network was not available to the Customer. Network Unavailability will not include unavailability resulting from:

- Scheduled Maintenance
- Problems with or maintenance on Customer's applications equipment or facilities
- Acts or omission of Customer and/or an authorized user
- Unavailability caused by companies other than MHO
- Acts of God

Scheduled Maintenance means any maintenance of the MHO Network (or portion thereof). Customer will be notified of the date, time, and duration of any maintenance that is likely to affect their service via E-mail at least two (2) business days in advance of the scheduled time. In most cases, maintenance will not take the full maintenance window; however, MHO will inform the Customer as to the anticipated duration in the maintenance notification E-mail.

Service Credit means

- One (1) day Service Credit = 1/30th of Customer's Monthly Recurring Charges
- One (1) month Service Credit = Full amount of Customer's Monthly Recurring Charges

4. SERVICE CREDIT CLAIM PROCESS

In order to initiate a claim for Service Credit the Customer must contact MHO's customer service group within seven (7) business days after the end of the month for which the credit is requested. The Service request must provide:

1. Customer name and contact information
2. Date and time of the start and the end of the claimed outage or failed metric
3. Brief description of the claimed outage or failed metric

The Customer will be notified via e-mail upon resolution of the request. If rejected, the notification will specify the basis or rejection. If approved, MHO will issue Service Credit to Customer's account, appearing on the next invoice issued. The total amount of all service credits will not exceed one month's Monthly Recurring Charge (MRC) in a given month.

The Guarantee and Service Credits provided for in this SLA assume compliance by Customer with terms and conditions of its SOA with MHO, and failure of Customer to comply with those terms and conditions may void MHO's guarantees provided herein. No credit is available if for any reason Customer:

1. Does not provide the necessary access to personnel and facilities at the Customer's premises to enable MHO to perform comprehensive troubleshooting
2. Account is not in good financial standing with MHO

MHO is not liable for failure to fulfill its obligations hereunder if such failure is due to the Customer's use of bandwidth in excess of the maximum account specified in the Customer's MHO Networks Service Order Agreement (SOA), Customer's tampering with any equipment, or acts beyond MHO's reasonable control.