



Service Level Agreement

Network Availability Guarantee

CompuConsult's Network Availability Guarantee is to have the CompuConsult Network (as defined in the Service Agreement) available 100% of the time and, as set forth below, CompuConsult will credit the Customer's account if CompuConsult fails to meet this Availability Guarantee during any given calendar month. Network Unavailability consists of the number of hours that the CompuConsult Network or a CompuConsult-ordered telephone company circuit was not available to the Customer, but will not include unavailability resulting from (a) CompuConsult Network Maintenance, (b) any Customer-ordered faulty equipment, (c) Customer's applications, equipment, or facilities, (d) acts or omissions of the Customer, or any use or user of the service authorized by Customer or (e) reasons of Force Majeure (as defined in the Service Agreement). For any 1 hour of continuous unavailability, Customer will receive one (1) day of credit towards the CompuConsult Monthly Fee. Total credits calculated for any given calendar month cannot exceed the total CompuConsult Monthly Fee.

Latency Guarantee

CompuConsult's Latency Guarantee is average round-trip transmissions of 75 milliseconds or less between CompuConsult designated inter-regional transit backbone routers in the contiguous U.S. Latency shall be measured by averaging sample measurements taken during a calendar month between backbone routers. If CompuConsult fails to meet the Latency Guarantee, Customer's account shall be credited for that month and any consecutive month in which the Latency Guarantee is not met for the pro-rated charges for one (1) day of the CompuConsult Monthly Fee for the service with respect to which this guarantee has not been met. No credits will be made if the failure to meet the Latency Guarantee is attributable to reasons of Force Majeure (as defined in the Services Agreement) or router problems external to CompuConsult network.

Circuit Installation Guarantee

CompuConsult's Circuit Installation Guarantee is to have installation of the data circuit and activation of a CompuConsult port completed within 5 business days for Wireless service and 60 business days for Wireless DS-3 service, and within the scheduled installation date provided in writing by CompuConsult for OC-3 service. These dates shall be counted from the date CompuConsult has received Customer's signed Services Agreement and (if requested by CompuConsult) completed credit application. The Circuit Install Guarantee is not available for Customer-ordered telephone company circuits, or if installation delay is attributable to Customer equipment, Customer's facility, acts or omissions of Customer, its employees or agents, Customer not passing CompuConsult's credit check, or reasons of Force Majeure (as defined in the Service Agreement). If CompuConsult determines in its reasonable commercial judgment that CompuConsult has failed to meet this Circuit Install Guarantee, Customer's account shall be credited 100% of CompuConsult's standard Start-up Charge for the service with respect to which this Guarantee has not been met. Install may be delayed due to weather conditions.