



Service Level Agreement For Enterprise Data Bandwidth Services

Fibercast is committed to providing a very high quality and reliable network infrastructure to support the best network services available. Our commitment and Service Level Agreement for network availability is 99.99% up-time for the Enterprise data services.

The Customer is expected to monitor its service to its end users. When such service is composed of network elements provided by Fibercast, and a trouble occurs on this service, the Customer is expected to test the service and to isolate the trouble to a specific element. If the Customer determines that the trouble exists in any network element provided by Fibercast, the Customer will issue a trouble report, including appropriate dispatch instructions, to Fibercast. In cases where the trouble is NOT found on the Fibercast provided network element, the Customer will be billed for the troubleshooting services Fibercast provided. Service credits for the duration of the outage are defined based on appropriate sections further in this document.

For any complete failure of service caused by defects in or malfunctions of Fibercast facilities or equipment, that is not due to the negligence of the customer, that continues for more than 24 hours, and that is brought to the notice of Fibercast within 10 days, Fibercast will make a prorata adjustment of charges. For the purposes of determining a prorata adjustment, every month is considered to have 30 days. No interruption allowance shall be made for failures in facilities provided by an interconnector beyond Fibercast circuit Demarc. Nor shall the interruption allowance apply where element functionality is interrupted by the negligence or willful act of the Customer, where Fibercast suspends or terminates services because of nonpayment of bills due to Fibercast, unlawful or improper use of the facilities or service, or interruptions due to electric power failure where, the Customer or its end user (or other involved party) is responsible for providing electric power.

An interruption period starts when an inoperative service is reported to Fibercast and ends when the service is operative, less any time Fibercast is awaiting additional information or premises testing/access from the Customer.

No credit allowance will be made for the following interruptions or periods:

Interruptions caused by the negligence of the Customer. Interruptions of a service due to the failure of equipment or systems provided by the Customer or others. Interruptions of a service during any period in which Fibercast is not afforded access to the premises where the service is terminated or where its end users, affiliates or vendors do not cooperate with Fibercast in the restoration of service. Interruptions of service when the Customer has released that service to Fibercast for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the Customer prior to the release of that service. Thereafter, the applicable credit allowance for the service involved (set forth further in this document), will apply. Interruptions of a service which continue because of the failure of the Customer to authorize replacement of any element of special construction. The period for which no credit allowance is made begins on the seventh day after the Customer receives the Fibercast's written notification of the need for such replacement and ends on the day after receipt by Fibercast of the Customer's written authorization for such replacement. Periods when the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis. An interruption or a group of interruptions, resulting from a common cause, for amounts of less than one dollar.

1. Service Availability Guarantee

Fibercast guarantees service availability 99.99% to qualified customers. Qualified customer is defined as a direct Fibercast Enterprise customer using Fibercast provided services of Internet Bandwidth who does not have an outstanding past due balance with Fibercast prior to the onset of any incident. The guarantee excludes outages that occur during maintenance windows, those caused by the customer or customer premises equipment that is not under direct Fibercast control, or Force Majeure as defined herein.



In the event of any service impacting network interruption, and at customer's request, FiberCast will issue a credit (only to the service that is effected) based on the length of the interruption but will not include which Customer fails to report to FiberCast as a documented service outage within 24 hours. Credit for an outage of between 5 and 240 minutes will be equal to One Quarter (1/4) day of monthly recurring connectivity charge.

Credit for outage of greater than 240 minutes within a 24-hour time period starting at the first outage, will be equal to One (1) day of monthly recurring connectivity charge. A day's credit is based on 1/30th of the monthly recurring connectivity service charge. Credits shall not exceed the total monthly recurring connectivity charge and there will only be one day of credit applied during a single 24 hour period. No credits will be given for surcharges, taxes, or other regulatory fees.

2. Performance Guarantee:

FiberCast guarantees an average monthly latency of less than 60 milliseconds (roundtrip delay) from the Customer's network termination device (NTD) Local Area Network (LAN) port to the Internet backbone. The latency to and from the Internet is determined through utilization of FiberCast benchmark tools and is measured from the Customer premise LAN egress port of the FiberCast provided NTD to the nearest Internet backbone ingress port of the FiberCast protected service network. Performance guarantee excludes high latency due to customer's high utilization of the service. FiberCast will provide a 1-day credit for any month in which latency exceeds an average of 60ms (roundtrip).

3. Capacity Guarantee:

FiberCast guarantees an average monthly packet loss shall be less than 5% to the Internet Backbone. Packet loss is determined through utilization of FiberCast monitoring tools and is measured between the Customer Premise LAN egress port of the FiberCast provided NTD to the nearest Internet backbone ingress port of the FiberCast Protected Service Network. Capacity guarantee excludes packet loss due to customer's high utilization of the service. FiberCast will provide a 1-day credit for any month in which packet loss on the Internet backbone exceeds 5%.

4. Force Majeure and Other Causes:

FiberCast shall not be liable for delays in performing, or failure to perform services or any obligations hereunder, which are directly attributable to causes beyond the reasonable control of FiberCast, including but not limited to maintenance activities, maintenance at customer premises, acts of God, strikes, riot, war, accident, adverse weather condition, fire, flood, failure of a common carrier, equipment or suppliers or acts or intervention by any governmental authority, or other cause beyond the reasonable control of FiberCast.