



BUSINESS WIRELESS

SERVICE LEVEL AGREEMENT **(SLA)**

I. Service Level Guarantees

1. Network Availability Guarantee

MegaNET guarantees 99.99% network availability. As set forth below, MegaNET will credit Customer's account if MegaNET fails to meet this standard during any given calendar month. Customer's account shall be credited one (1) day Service Credit for the appropriate MegaNET Monthly Recurring Charge for each cumulative hour of Network Unavailability in any calendar month, with Service Credits not to exceed 1 week of credit per incident, and the total month maximum credit of one Monthly Recurring Charge for the service, provided that the Customer requests such credits as defined in the Service Credit Claim Initiation.

Network Availability is defined as the following:

- Transit Latency Guarantee

MegaNET guarantees an average monthly transmission rate of 80 milliseconds (ms) or faster between the Customer Gateway Router and any MegaNET backbone transit router.

- Network Latency Guarantee

MegaNET guarantees an average monthly transmission rate of 60 milliseconds (ms) or faster between the Customer Gateway Router and any other MegaNET Customer Gateway or Core Router.

- Packet Loss Guarantee

MegaNET guarantees 99% of the packets entering MegaNET's Core Network during a given calendar month will not be dropped anywhere on the MegaNET Network.

Network Unavailability, which consists of the number of minutes the MegaNET Network was not available to Customer, is calculated commencing with the date and time on which the Customer reports the unavailability to MegaNET and ending upon confirmation from MegaNET that the Network Availability has been restored.

Network Unavailability will not include unavailability if the Customer fails to report to MegaNET within three (3) days, or any unavailability resulting from (a) MegaNET Network Maintenance, (b) Customer's applications, equipment, or facilities, (c) acts or omissions of Customer, or any use or user of the service authorized by Customer or (d) reasons of Force Majeure, including, but not limited to; Acts of God, war, strikes, acts of terrorism, electrical storm, and hurricane.

2. Service Outage Notification Guarantee

In the event of Network Unavailability experienced by individual customers, MegaNET will notify Customer by telephone, email, fax or pager within 30 minutes after MegaNET's determination that customer's service is unavailable. If MegaNET fails to meet the requirements of this paragraph, at Customer's request, Customer's account shall be credited one (1) day Service Credit for the appropriate MegaNET Monthly Recurring Charge; provided, that Customer may obtain no more than one Service Credit per day and that the Customer requests such credits as defined in the Service Credit Claim Initiation.

Customer is solely responsible for providing MegaNET accurate and current contact information for Customer's designated point of contact. MegaNET will be relieved of its obligations under this paragraph if MegaNET's contact information for Customer is out of date or inaccurate due to customer's action or omission or if MegaNET's failure is due to reasons of Force Majeure.

II. Service Credit Claim Initiation.

No service Credits will be provided prior to successful completion of installation of the MegaNET service. Customers must apply to MegaNET for Service Credit within three (3) calendar days after the date of incident by calling MegaNET's customer service center during normal working hours and requesting an outage investigation. At that time, Customer will be issued a reference number and MegaNET will research the request. Customer will be advised as to the veracity of the outage and the credit amount to be issued within no more than three (3) business days of making such request. All monies owed MegaNet Communications must be paid in full before any credit is applied.

III. MegaNET Service Level Agreement Changes

MegaNET, in its sole discretion, may amend or revise this agreement at any time. Such amendments or revisions will be considered effective when an updated Service Level Agreement is posted on MegaNET's website.