

Sharedband Technologies, LLC
Managed Internet Connection Aggregation Agreement

Service Levels

This document (“**SLA**”) contains the “Service Levels” referred to in Sharedband’s Managed Internet Connection Aggregation Agreement (the “**MICAA**”).

Section 1. Defined Terms

Except as expressly defined in this SLA, capitalized terms shall have the meaning ascribed to them in the MICAA. In addition, the following capitalized terms shall have the following meanings:

“**Aggregation Programs**” means the computer software programs that Sharedband has installed on its servers operated from its Hosting Infrastructure to provide the Managed Aggregation Service.

“**Available**” means that the Aggregation Programs are capable of receiving and transmitting packets to and from Customers in parallel over multiple lines, and reassembling them at the receiving end, provided that: (i) Customers are using current versions of compatible Software Products and Hardware Products made available by Sharedband to Customer; (ii) such Software Products and Hardware Products are operating in conformance with their applicable specifications; and (iii) Customers are using fully functional Internet connections provided by the Customers’ Internet Service Provider(s).

“**CPE**” means Hardware Products, including broadband routers loaded with Router Firmware Software, located at the Customer’s premises.

“**Customer**” has the meaning ascribed to it in the MICAA.

“**Downtime**” means any period of time in which the Aggregation Programs are not Available.

“**Eligible MRCs**” means Customer’s monthly recurring charges for “in-service line” subscription fees for each Order directly affected by Sharedband’s failure to meet the Uptime Service Level, for the month in which the failure occurs.

“**Failure Event**” means any unscheduled Downtime, or any failure that causes the Aggregation Programs not to function in substantial conformance with their applicable documentation.

“**Hardware Products**” has the meaning ascribed to it in the MICAA.

“**Hosting Infrastructure**” means the servers, switches, racks, routers and network connections that enable the Managed Aggregation Service to operate and connect to the Internet.

“**Internet Service Provider**” means the broadband access connectivity provider whose connectivity services the Customer wishes to aggregate with the Managed Aggregation Service.

“**Managed Aggregation Service**” has the meaning ascribed to it in the MICAA.

“**Maintenance Window**” means the period of time in which Sharedband may limit, restrict or suspend operation of some or all of the Aggregation Programs, CPE and / or Hosting Infrastructure, in order to perform maintenance on or install upgrades. Maintenance Windows are published on the main Sharedband website.

“**Reaction Time**” means the time between Sharedband’s receipt of a Failure Event notification from Customer which includes all appropriate information related to the Failure Event, and a Sharedband operations team technician beginning work on resolution of the Failure Event.

“**Response Time**” means the time between Sharedband’s receipt of a Failure Event notification from Customer, and Sharedband’s acknowledgement of receipt of the notification.

“**Router Firmware Software**” has the meaning ascribed to it in the MICAA.

“**Uptime Service Level**” has the meaning ascribed to it in Section 4.1 below.

Section 2. Maintenance and Downtime

Sharedband shall use commercially reasonable efforts to perform maintenance only during Maintenance Windows and to notify Customer at least 48 hours in advance of any action by Sharedband or its suppliers that Sharedband knows will or is likely to cause Downtime. Sharedband may also perform maintenance, including actions that cause Downtime, at any time, with or without notice, in cases that Sharedband reasonably considers to be emergencies.

Section 3. Failure Event Procedures

Sharedband will respond and react to Failure Events where the service is Unavailable within the follow timeframes, during normal working hours (9am to 5pm PST):

Response time: 1 hour

Reaction time: 1 hour

Resolution procedures: Sharedband will use commercially reasonable efforts to make the Aggregation Programs Available as quickly as possible.

The reaction times are calculated after a response has been sent from Sharedband.

Sharedband will provide Customer with daily updates as to the status of each then current Failure Event.

Section 4. Service Level

4.1 Uptime Service Level. The Availability of the Aggregation Programs in each calendar month shall be at least 99.99% (the “**Uptime Service Level**”).

4.2 Measurement. Availability of Aggregation Programs for a given month is the proportion borne by (a) the amount of time that the Aggregation Programs are actually Available to (b) the maximum amount of time that the Aggregation Programs could have been Available, less any Downtime scheduled in advance and any emergency Downtime, stated as a percentage (“**Availability**”), i.e.,

$$\frac{\text{\# of minutes the Aggregation Programs are actually Available in the month}}{(\text{total number of minutes in the month}) - (\text{number of minutes of scheduled and emergency Downtime during the month})} \times 100$$

References to months are to calendar months, i.e., from the beginning of the first day of a month to the end of the last day of the month. If Customer’s subscription term under any Order begins or ends during a month, then service level compliance for that month shall be determined by pro-ration on a daily basis. The parties will treat Customer requested service interruptions as scheduled Downtime. Sharedband monitoring and ticketing systems will be the information source of record for determination of Availability.

4.3 Recourse – Service Level Credits. For each month in which Sharedband fails to meet the Uptime Service Level, Sharedband will provide Customer with a credit against Customer’s Eligible MRCs (a

“**Service Level Credit**”). Customer must request Service Level Credits in writing, consistent with notice requirements of the MICAA, within 30 days of the end of the month in which the Service Level Credit accrued. Service Level Credits are as follows:

Availability of Aggregation Programs	Service Level Credit as Percentage of Eligible MRCs
Between 99.50% and 99.99%	2%
Between 99.00% and 99.50%	3%
Between 95.00% and 99.00%	5%
Between 90.00% and 95.00%	10%
Between 80.00% and 90.00%	20%
Less than 80%	35%

If any credits are unutilized upon expiration or termination of the applicable Order, then Sharedband shall apply such credits to other Fees payable by Customer to Sharedband under other Orders. If there are no such other Fees, then Sharedband shall pay Customer the credit amount.

4.4 Recourse – Termination Rights. If the Availability of the Aggregation Programs falls below 80% in any single month, or if the Availability of the Aggregation Programs falls below 90% for three (3) months in any six (6) consecutive month period, then Customer may terminate each Order directly affected by such Availability levels by delivery of written notice of termination to Sharedband at any time within thirty (30) days of the end of the single month or third such consecutive month, respectively (a “**Service Level Termination**”)

4.5 Limited Remedy. The rights to Service Level Credits and Service Level Termination are Customer's sole and exclusive remedy for any failure by Sharedband to meet the Uptime Service Level.

4.6. Scope. Sharedband's service level commitments apply only to the Aggregation Programs and Hosting Infrastructure, and not to any other Hardware Products or Software Products. The Hosting Infrastructure serves as the demarcation for the Uptime Service Level's scope. The Uptime Service Level does not apply to, and Availability determinations will not be affected by Downtime occurring as a consequence of: (a) software, equipment or services not provided by Sharedband; (b) local access service; (c) any act or omission of, Sharedband's hosting and backbone providers; (d) performance of new installations; (e) Customers' configurations, accidents or omissions not made as directed by Sharedband in writing; or (f) events or acts or omissions of third parties beyond Sharedband's reasonable control. Sharedband's service level commitments shall automatically abate to the extent that the Aggregation Programs have been maintained, configured, damaged, abused, modified, or combined with other software or equipment (not designated by Sharedband as compatible) by persons other than Sharedband's authorized employees or representatives, or other than at Sharedband's express direction. Sharedband will monitor performance by Sharedband's hosting and backbone providers to help assure compliance with their service levels.

Section 5. Customer Obligations

5.1 Cooperation. Customer shall cooperate to enable and facilitate Sharedband's provision of the Managed Aggregation Service. Without limiting the foregoing, Customer shall promptly notify Sharedband of Failure Events it encounters, and provide such information, data and other assistance as Sharedband may reasonably request to resolve such Failure Events.