



Service Level Agreement

1. Definitions

NOTE: For purposes of Awecomm's compliance with its obligations under this SLA, any reference to Awecomm refers to the equipment and facilities utilized by Awecomm in providing the Services, regardless of whether Awecomm owns, operates and/or controls said equipment or facilities, including but not limited to all equipment and facilities which are owned, operated and/or controlled by a third party telecommunications provider, and which are utilized in providing the Services.

Application Equipment: Shall include all Awecomm hardware and software components utilized for providing the application-specific Services to Client, as contracted for in the Agreement, including, but not limited to, web servers, application servers and application software, bulk servers and database servers. Additionally all applications and hardware identified in Addendum A.

Capacity: a measure of the ability of a Component or a System to do work or hold information.

CPU Utilization: Shall mean the percentage of CPU being utilized by a given Component, as reported by the Component's operating system. If a Component contains more than one (1) CPU, the CPU Utilization of each CPU will be measured, and the highest measurement shall be deemed to be the CPU Utilization for that Component.

Component: A Component is a functioning part of a system, and may be active or passive, and include but are not limited to servers, routers, switches, and communication cabling. A "Component" consists of individual Devices that enable a Component to function, such as a hard drive or CPU.

Degradation of Service: Degradation of Service shall mean:

- a.) a Degraded Response Time Period (as defined below); or
- b.) a Degraded Latency Period (as defined below); or
- c.) packet loss of greater than 1%; or
- d.) a loss of connectivity due to failure of the Awecomm Back Bone Network and/or Awecomm LAN.

Device: A Device is a functioning piece of equipment within a Component, which is unable to function when isolated from the Component, including but not limited to communication interface cards, hard drives, and power supplies. Devices allow Components to function, and each has its own manufacturer specifications.

Awecomm Back Bone Network: is defined as the circuits and network equipment owned/managed/utilized by Awecomm, including the circuits and network equipment which connect to public and private peering points, including, but not limited to, routers and switches.



Awecomm LAN: is defined as the circuits and network equipment which are owned/managed/utilized by Awecomm for the purpose of transferring data from the Hosted Infrastructure to the Internet via the Awecomm Backbone Network, including, but not limited to, routers and switches.

Managed Infrastructure: Shall include all hardware components and their operating systems, other than Application Equipment, utilized to provide the Services to Client, including, but not limited to, routers, switches, hubs, firewalls, and load balancing equipment.

Infrastructure Services: Shall include, but not be limited to, power, cooling, fire suppression and all other services provided by Awecomm.

Latency: Shall mean the round-trip time for a packet to traverse the Awecomm Back Bone Network.

Mission Critical Systems: Shall include Hosted Infrastructure, Application Equipment, and Infrastructure Services, all of which are necessary to ensure prompt and accurate handling of queries and transactions, and which, if inoperable or constrained for any length of time, or if they were to generate erroneous data, would cause material disruption to Client, or its affiliated entities.

Monthly Period: Shall mean the period of time beginning the first day of any given month, starting at 12:00 AM, to the last day of that month, at 11:59 PM.

Outage: Outage shall include, but not be limited to:

- a.) any time when a Mission Critical System is non-operational; or
- b.) any time when a Mission Critical System is voluntarily taken down by Awecomm (except for pre-scheduled maintenance); or
- c.) Degradation of Service; or
- d.) any pre-scheduled maintenance which exceeds the time window set forth in the Agreement or this SLA, resulting in Degradation of Service and/or rendering a Mission Critical System non-operational; or
- e.) a Mission Critical System rendered non-operational and/or a Degradation of Service the primary cause of which is any pre-scheduled maintenance undertaken by Awecomm, except to the extent that Client has agreed to such Degradation of Service during the pre-scheduled maintenance, and any specified time thereafter.

Points of Demarcation: the points of demarcation for the Awecomm Back Bone Network are defined as follows: From the Awecomm FLM to the Troy CO.

Pre-scheduled Maintenance: shall mean any maintenance undertaken by Awecomm within the time-window allotted to Awecomm each week, as defined in terms and conditions as published on Awecomm's web site. Any maintenance, which exceeds this time-window in any given week, and either causes a Degradation of Service, or renders a Mission Critical System non-operational, shall be considered an Outage.



Problem: A failure, anomaly or Outage that impacts or has the potential to impact the services provided to users of Client Systems.

Response Time: shall mean the time that it takes to respond to a customer request, measured by the time that it takes for an initial home page to be loaded.

System Availability: is the measure of time a system is able to perform the activity for which it is utilized. Any time that a system is unable to be used for its intended purpose it will be deemed to be not available.

2. Capacity Management

Related to a shared hosting environment all Applications Equipment, Hosted Infrastructure, and Infrastructure Services will be monitored by Awecomm; when CPU Utilization of any individual Component reaches a 70% sustained threshold for a 5 minute period during any 60 minute period, Awecomm will take steps to increase Capacity and reduce CPU Utilization for the Component below the 70% threshold.

3. System Availability

- a.) The Services provided within the Points of Demarcation, as described, shall be available 99.99% of the time during any Monthly Period. Measurements shall be made using automated processes. Measurements shall be made from a representative number of peering points geographically distributed within the network.
- b.) In fulfilling its availability guarantees, Awecomm warrants the following:
 - a. 99.99% availability during any Monthly Period on all Hosted Infrastructure, Infrastructure Services and Application Equipment.
 - b. Availability is exclusive of Pre-scheduled Maintenance.
 - c. Packet Loss < 1%
 - d. No Degraded Latency Periods
- c.) IP Monitor, or similar software application, shall serve as the measurement tool for determining the length of an Outage. The individual start and end point of a Problem or Outage shall be tracked via IP Monitor. For the purposes of an Outage, the start time of the Outage shall begin whenever the Outage is logged as such, via IP Monitor.

System Availability (expressed as a percentage) = (Total Time minus Monthly Outage Time) divided by (Total Time) where:

Total Time = (Total number of minutes in a given Monthly Period, on a 24 x 7 basis) minus (all Pre-scheduled Maintenance during that Monthly Period).

Monthly Outage Time = Total of all Outage Periods during a given Monthly Period.



Outage Period = The period of time beginning when a Problem arises that meets the criteria for an Outage under the definition set forth in this SLA, and ending when the Problem ceases to meet the criteria for an Outage.

4. Response Time

- a.) Awecomm shall continually monitor the Response Time on all applications hosted on Application Equipment and utilized for providing Services to Client, and shall maintain no greater than a 12 second Response Time for each application at all times.
- b.) A "Degraded Response Time Period" shall mean a Response Time of over twelve (12) seconds, which shall be determined as follows:

If within any contiguous five (5) minute period: a) at least fifteen percent (15%) of the Response Time measurements are greater than twelve (12) seconds; or b) any of the Response Time measurements is 36 seconds or greater; then that contiguous five (5) minute period shall be counted as a five (5) minute Degraded Response Time Period.

For purposes of determining that a Degradation of Service has occurred, Awecomm shall review all recorded Response Time measurements for consecutive Degraded Response Time Periods. Once a Degraded Response Time Period is identified that Degradation of Service incident will be deemed to be ongoing until Awecomm no longer monitors a consecutive Degraded Response Time Period, as set forth above. Upon identification of a Degraded Response Time Period, Awecomm shall immediately take the appropriate steps within its control (e.g. add additional servers or bandwidth) to return to the service level of no more than a 12 second Response Time.

5. Packet Loss

Maximum Packet Loss over the Awecomm Back Bone Network shall be <1% within any 5-minute interval.

6. Maximum Latency

A "Degraded Latency Period" shall mean any time that Latency of a packet sent on the Awecomm Back Bone Network takes more than 85 milliseconds roundtrip, measured as the average over a 1 minute test period.

7. Service Credits

- a.) Service Credit Defined. A "Service Credit" shall mean one day's monthly expense calculated as follows:
 - a. Monthly charges divided by the number of days in the month.
- b.) Outages. For each 60 minutes of consecutive minutes of an Outage, one (1) Service Credit shall be due.



- c.) Timing of Computation. Each Service Credit will be computed as a percentage of the applicable monthly charges for the month in which that Outage occurs.
- d.) Multiple Outages; Aggregate Limit on Service Credits. If more than one Outage has occurred in a single month, the sum of the corresponding Service Credits shall be credited to Client.
- e.) Failure to Perform - Actions. If Awecomm fails to meet any service level, Awecomm shall: (i) immediately take those actions necessary to correct the problem and begin meeting the service level as soon as practicable; (ii) report that failure to Client as part of a monthly report; (iii) promptly investigate the causes of the problem and prepare a report identifying the causes and the methods to be used by Awecomm to correct the problem and prevent a reoccurrence; (iv) advise Client of the status of the remedial efforts being undertaken with respect to such problem; and (v) if requested by Client due to the nature of the problem or its reoccurrence, make available for meetings and consultation with Client those personnel within Awecomm who are recognized experts with respect to such problems.
- f.) Suspend Services. If Awecomm has suspended services to client due to non-payment of contracted charges, Awecomm then has the right to: (a) deny client access to any equipment, information, services, or data which the client has contracted for, (b) terminate all services to client until account status has returned to current, and (c) additionally apply termination charges to client account balance.

PORT AVAILABILITY REMEDY

If Customer believes that Awecomm has failed to meet its Committed Port Availability, Customer must contact its Awecomm Account Manager. Upon Awecomm’s verification that the actual Port availability is below the Committed Port Availability, Awecomm will issue a service credit (“Service Credit”) to

Customer. The Service Credit will equal the applicable amount from the table below. Service Credits will not exceed the limits listed under the maximum service credits heading.

Total Monthly Outage Time	Service Credit*
1 hour	1-Day Service Credit
Greater than 1 hour	1-Days Service Credit plus 1-Day Service Credit for each whole hour of Outage Time in excess of 1 hour up to six 1-day Service Credits
Greater than 7 Days	1-month Service Credit

* 1-Day Service Credit is equal to 1/30 of the monthly recurring charge for the affected Port in the applicable month. N-Days Service Credit is equal to 1-Day Service Credit multiplied by N, where N is the number of Days of Service Credit.



MAXIMUM SERVICE CREDITS.

Monthly Service Credit. Service Credits issued in any month for a Port under this SLA will not exceed the monthly recurring charges for the affected Port.

Yearly Service Credit. The combined cumulative total of Service Credits issued during a Contract Year under this SLA and any other IP SLAs will not exceed 20% of Customer's total IP Products and Services invoiced during that Contract Year.

IN WITNESS WHEREOF, the parties hereto have caused this Service Level Agreement to be executed by their respective duly authorized representatives as of _____, 20__.

Client

Awecomm

By:

By:

Name:

Name:

Title:

Title: