



Wicked Bandwidth Service Level Agreement.

1. AVAILABILITY SERVICE LEVEL. The Availability Service Level is 99.99% for Wicked Bandwidth Service. Wicked Bandwidth Service is considered unavailable if the customer premise device is unable to send or receive traffic. If credits are due under this Availability Service Level for a particular unavailability event, service credits will not be payable under Section 1(A) for the same unavailability event. In the event that Wicked Bandwidth Service becomes unavailable for reasons other than an excused outage, customer will be entitled to a service credit off of the MRC for the affected Wicked Bandwidth Service. Service credits are based on the cumulative unavailability of the affected Wicked Bandwidth Service port in a given calendar month as set forth in the following table:

SERVICE OUTAGE LENGTH.	CREDIT PER CIRCUIT.
30 minutes or less	None
31 to 60 minutes	5%of the MRC
61 minutes or greater	An additional 5%of the MRC for each 60 minute increment, not to exceed 50%of the MRC for single Service Outage

Customer acknowledges the possibility of an unscheduled, continuous and/or interrupted period of time during which Service does not conform to SLA objectives as set forth above. An Outage shall begin upon immediate notice (trouble ticket initiated) from Customer, provided that customer has released all or part of the service for testing if requested by Wicked Bandwidth. In the event of Wicked Bandwidth failing to conform to SLA objectives set forth above, Customer shall be entitled to an "Outage Credit" upon request. Wicked Bandwidth must receive Customer's request within thirty (30) calendar days of Outage, and any "Outage Credit" shall be credited on Customer's next monthly invoice. If Wicked Bandwidth does not receive Customer's request within such thirty (30) calendar day period, Customer shall be deemed to waive its right to the "Outage Credit".

2. JITTER. A measurement of the standard deviation (packet delay) of latency averaged over a Month, required for an IP packet (100 bytes) to travel between "Core" IP POP's. Jitter objective on the Wicked Bandwidth network is for packet deviation (delay) not to exceed 15 MS.

3. CHRONIC OUTAGE. Customer may elect to terminate an affected Wicked Bandwidth Service prior to the end of the Service Term without termination liability if, for reasons other than an excused outage, the Wicked Bandwidth Service is unavailable (as defined in Section 1 above) for three (3) or more separate occasions of more than twelve (12) hours each or for more than forty two (42) hours in the aggregate in any calendar month. Customer may only terminate such Wicked Bandwidth Service that is unavailable as described above, and must exercise its right to terminate the affected Wicked Bandwidth Service under this Section, in writing, within thirty (30) days after the event giving rise to a right of termination hereunder, which termination will be effective as set forth by Customer in such notice of termination. Except for any credits that have accrued pursuant to Section 1, this Section 3 sets forth the sole remedy of Customer for chronic outages or interruptions of any Wicked Bandwidth Service.

4. EXCEPTIONS. Customer shall not receive an "Outage Credit" if the Outage is: (i) caused by Customer or others authorized by Customer to use the Service under the Agreement, including the failure to comply with all installation requirements including environmental requirements for the applicable equipment; (ii) due to the failure of power, facilities, equipment, systems or connections not provided by Wicked Bandwidth; (iii) the result of network maintenance activity, or (iv) due to a Force Majeure event as defined in the Agreement; (v) due to bandwidth saturation or other resource exhaustion or outage caused by malicious traffic such as Viruses, Worms, Trojan horses, Denial of Service (DOS) attacks, etc; (vi) due to service suspension for nonpayment; or (vii) the customer is in breach of its obligations under the Agreement; or (viii) customer knowingly or unknowingly attempts to alter or manipulate QoS policies, routing or signaling protocols, or other parameters necessary to the Service. Customer's exclusive remedy for failure to achieve any of the SLA objectives contained herein shall be Outage Credits on Customer's monthly invoice.