



SERVICE LEVEL AGREEMENT

BaltiCORE LLC is pleased to offer you Internet access service under the brand name BaltiCORE, a BaltiCORE Service. This Service Level Agreement is a part of the contract between Customer and BaltiCORE.

1. SERVICE COMMITMENT

BaltiCORE is committed to providing a reliable, high-quality network to support its high-speed Internet access service. As part of this commitment, BaltiCORE is pleased to offer eligible Customers the following guarantees:

- Installation Guarantee
- Network Availability and Notification Guarantee
- Network Latency Guarantee
- Packet Delivery Guarantee

If BaltiCORE fails to meet any of these guarantees, it will provide eligible Customers with a Service Credit, as set forth below in this Service Level Agreement.

2. GUARANTEE

Installation Guarantee

BaltiCORE guarantees Internet connectivity for Customers will be installed within forty (40) business days after an order has been accepted and entered into BaltiCORE's provisioning system by its Account Coordination team.

An order will not be accepted until BaltiCORE has received a signed Customer Service Agreement, signed price quotation or authorized Purchase Order, and (if requested by BaltiCORE) a completed credit application.

If BaltiCORE fails to meet these commitments, Customer will receive, at Customer's request, one (1) month Service Credit. Customer may obtain no more than one (1) month Service Credit for any given month. BaltiCORE's Installation Guarantee is subject to the following conditions:

- Customer or its representative must cooperate with BaltiCORE in the installation process, which includes accurate completion of an order form containing detailed demarcation information and other onsite contact listings. Changes in an order made by or on behalf of Customer or the occurrence of events outside the reasonable control of BaltiCORE, such as Force Majeure, may result in delays for which BaltiCORE is not responsible hereunder.
- Customer or its representative must be physically present at the time of installation and must provide access to the designated building's phone closet(s) on the date(s) agreed to by BaltiCORE's Installation Coordination Department. Such building access and escort must also be provided to other necessary personnel to perform the installation of the Internet connection.
- This Installation Guarantee applies to the interval between the original order date and original Installation Guarantee date. If Customer requests a change to an order date during implementation of service, the Installation Guarantee date shall, at BaltiCORE's sole discretion, begin again upon change acceptance.
- The Service Credit for failure to meet the Installation Guarantee is not available to Customers for whom

installation charges have been waived.

Network Availability and Notification Guarantee

BaltiCORE guarantees Network Availability of 99.9% across its facilities-based metropolitan Network. If the BaltiCORE Network experiences Network Unavailability for more than 60 consecutive minutes, Customer will receive, at Customer's request, one (1) day Service Credit for each cumulative hour of Network Unavailability (or fraction thereof) in any calendar month. Customer may obtain no more than one (1) month Service Credit for any given month.

BaltiCORE's Outage Notification Guarantee is to proactively notify Customer within 60 minutes after BaltiCORE determines that Customer's service is unavailable. BaltiCORE's standard procedure is to ping the Customer's router every minute. If Customer's router does not respond after ten consecutive ping cycles, BaltiCORE will deem the service unavailable and will contact Customer's designated point of contact by a method elected by BaltiCORE (telephone, email, fax, or pager).

If BaltiCORE fails to meet this Outage Notification Guarantee, Customer will receive, at Customer's request, one (1) day Service Credit for the service with respect to which this Guarantee has not been met. Customer may obtain no more than one day Service Credit per day, regardless of how often in that day BaltiCORE failed to meet the Customer Reporting Guarantee. Customer may obtain no more than one (1) month Service Credit for any given month.

Network Latency Guarantee

The BaltiCORE Network carries packets with an average Network Latency over a one month period of 100 milliseconds or less. BaltiCORE monitors aggregate latency within the BaltiCORE Network by monitoring round-trip times between a sample of backbone Hubs on an ongoing basis. "Network Latency" (or "Round trip time") is defined as the average time taken for an IP packet to make a round trip between backbone Hubs on the BaltiCORE Network.

After being notified by Customer of Network Latency in excess of 100 milliseconds, BaltiCORE will use commercially reasonable efforts to determine the source of such excess Network Latency and to correct such problem to the extent that the source of the problem is on the BaltiCORE Network.

If BaltiCORE fails to remedy such Network Latency within two (4) hours of being notified of any excess Network Latency and average Network Latency for the preceding 30 days has exceeded 100 milliseconds, Customer will receive, at Customer's request, a Service Credit for the period from the time of notification by the Customer until the average Network Latency for the preceding 30 days is less than 55 milliseconds. Customer may obtain no more than one (1) month Service Credit for any given month.

Packet Delivery Guarantee

The BaltiCORE Network has an average monthly Packet Loss of 0.1% (or successful delivery of 99.9% of packets). BaltiCORE monitors aggregate packet loss within the BaltiCORE Network on an ongoing basis, and compiles the collected data into a monthly average packet loss reasurement for the BaltiCORE Network. "Packet Loss" is defined as the percentage of packets that are dropped within the BaltiCORE Network.

After being notified by Customer of Packet Loss in excess of 0.1%, BaltiCORE will use commercially reasonable efforts to determine the source of such excess Packet Loss and to correct such problem to the extent that the source of the problem is on the BaltiCORE Network.

If BaltiCORE fails to remedy such excess Packet Loss within two (4) hours of being notified of any Excess Packet Loss on the BaltiCORE Network and average Packet Loss for the preceding 30 days exceeds 0.1%, Customer will receive, at Customer's request, a Service Credit for the period from the time of notification by the Customer until the average Packet Loss for the preceding 30 days is less than 0.1%. Customer may obtain no more than one (1) month Service Credit for any given month.

3. DEFINITIONS

"Force Majeure" means acts beyond the reasonable control of BaltiCORE, including, but not limited to, acts of God, fire, explosion, vandalism, natural disasters, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States Government or state or local governments, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more said governments, or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lock outs or work stoppages, or other labor difficulties, difficulty obtaining access to facilities, supplier failures, shortages, breaches or delays.

"BaltiCORE Network" means the telecommunications/data communications network and network components owned, operated or controlled by BaltiCORE, including BaltiCORE's national fiber backbone, its metropolitan fiber networks, and the BaltiCORE-owned equipment connected to such fiber. Where BaltiCORE provides service to a building through its own facilities, the BaltiCORE Network includes those facilities. The BaltiCORE Network does not include customer premises equipment, customer-ordered telephony circuits, and any networks or network equipment not operated and controlled by BaltiCORE.

"Network Unavailability" consists of the number of minutes that the BaltiCORE Network was not available to Customer and includes the number of minutes that the BaltiCORE Network was unavailable associated with any non-Scheduled Maintenance to the BaltiCORE Network. Network Unavailability will not include Scheduled Maintenance, or any unavailability resulting from: (a) problems with or maintenance on Customer's applications, equipment or facilities; (b) acts or omissions of Customer or an authorized user; (c) unavailability caused by companies other than BaltiCORE, except BaltiCORE-ordered telephony circuits; or (d) Force Majeure.

"Scheduled Maintenance" shall mean any maintenance of the BaltiCORE Network (or portion thereof) to which Customer's router is connected that is performed during a standard maintenance window from 3:00am to 7:00am (local time of the BaltiCORE Hub to which Customer's circuit is connected). Customers will be notified via E-mail two (2) business days in advance of any scheduled maintenance that is likely to effect service. In most cases, maintenance performed will not take the full configuration window, however, BaltiCORE will inform Customer as to anticipated duration in the maintenance notification E-mail.

4. SERVICE CREDIT CLAIM PROCESS

In order to initiate a claim for Service Credit, Customer must contact BaltiCORE's customer service group within seven (7) business days after the end of the month for which credit is requested. The Service Credit request must provide: (a) the Customer name and contact information; (b) the date and beginning/end time of the claimed outage or failed metric; and (c) a brief description of the characteristics of the claimed outage or failed metric.

Customer will be notified via e-mail upon resolution of the request. If rejected, the notification will specify the basis for rejection. If approved, BaltiCORE will issue Service Credit to Customer's account, appearing on the next invoice issued. Multiple Service Credits will not be given for the same period of time, i.e., failure to meet multiple criteria during a period of time generates only a single Service Credit. The total number of all Service

Credits for all failures to meet Guarantees occurring in a given month may not exceed the total Monthly Recurring charge actually paid by Customer for service during that month. Service Credits will be credited against a Customer's monthly payment for Monthly Recurring Charges and may not be received in the form of a refund.

The Guarantees and Service Credits provided for in this Service Level Agreement assume compliance by Customer with the terms and conditions of its agreement with BaltiCORE, and the failure of Customer to comply with those terms and conditions may invalidate BaltiCORE's guarantees provided herein. No credit is available for a Customer (a) that is blocking BaltiCORE from monitoring customer's premises router; (b) that does not provide the necessary access to personnel and facilities at the customer's premises to enable BaltiCORE to perform comprehensive troubleshooting; or (c) whose account is not in good financial standing with BaltiCORE. BaltiCORE is not liable for failure to fulfill its obligations hereunder if such failure is due to Customer's use of bandwidth in excess of the amount specified in Customer's Internet access service agreement with BaltiCORE, Customer's tampering with any equipment, or acts beyond BaltiCORE's reasonable control, such as Force Majeure.

This Service Level Agreement is not binding upon BaltiCORE as part of Customer's contract unless it has been approved, in writing, by the BaltiCORE Regional Sales Manager as indicated below. Changes to the SLA must be approved by BaltiCORE's legal department.