

Broad Sky Networks Enterprise Service Level Agreement

1. **SCOPE**

This Service Level Agreement (SLA) outlines the minimum service that Client may expect from BROAD SKY for:

- Network Availability
- Packet Loss
- Latency

For the purposes of this SLA, BROAD SKY does not include the following items:

- Customer Premises Equipment (CPE) with the exception of the BROAD SKY provided CPE
- Any networks or network equipment not owned or controlled by BROAD SKY
- Cabling from the BROAD SKY Equipment to Customer's LAN equipment

2. **NETWORK AVAILABILITY**

The BROAD SKY Enterprise satellite network will be available to Customer an average of 99.5% of the time per calendar month averaged over the previous twelve (12) month period. BROAD SKY's network availability will be measured based on the cumulative number of minutes that the BROAD SKY network was "unavailable," per calendar month, as solely determined by BROAD SKY. "Network Unavailability" shall mean a service outage due to failure of the BROAD SKYSAT network resulting in Customer being unable to connect to Remote Terminals from Customer's location. "Network Unavailability" shall not include the unavailability of the BROAD SKYSAT network resulting from any of the following events ("Excused Events"):

- a) Network Maintenance; (Note: Network maintenance windows are periodically scheduled for Sunday mornings from 12:00:01 AM to 6:00:00 AM EST.)
- b) Emergency Maintenance;
- c) Circuits or network elements provided by other telecommunications providers or other common carrier;
- d) An external Internet Service Provider or an Internet exchange point;
- e) Acts or omissions of Customer or an authorized user;
- f) Customer equipment, facilities or applications;
- g) Local access provider outages or service interruptions;
- h) Force Majeure as defined in the BROAD SKY Service Agreement.

2.1.1 **NETWORK AVAILABILITY REMEDY**

If BROAD SKY determines that the BROAD SKY satellite network was unavailable during a calendar month, for each 1% of Network Unavailability below the expected 99.5% availability, BROAD SKY shall reduce the applicable monthly fee by .5% up to a maximum reduction of 15%.

2.2 **PACKET LOSS**

BROAD SKY satellite network packet loss will not exceed an average of two percent (2%) on the BROAD SKY satellite network during any calendar month (this excludes link setup time). Packet loss is defined as the percentage of packets dropped between Customer's Remote Terminal and BROAD SKY's satellite Shared Hub.

2.2.1 **PACKET LOSS REMEDY**

If BROAD SKY determines the BROAD SKYSAT network's packet loss exceeds an average of two percent (2%) during any calendar month (this excludes link setup time), for each Customer Remote Terminal that is affected by such packet loss, Client is eligible to receive a one (1) day credit of the monthly fee for that Remote Terminal.

2.3 LATENCY

BROAD SKY's monthly network latency will not exceed an average latency of 750 milliseconds on the BROAD SKYS Network (for a single satellite hop). "Round trip time" or "network latency" is defined as twice the average time it takes an IP packet (32 bytes in length) to enter and exit the BROAD SKYS network.

2.3.1 LATENCY REMEDY

If BROAD SKY determines, in its sole discretion, that the average monthly network latency exceeds 750 milliseconds during a calendar month for each Customer Remote Terminal that is affected by such latency and on which this latency was not met, Client is eligible to receive a one (1) day credit of the monthly fee for that Remote Terminal, for each day latency exceeds 750 milliseconds specific to general internet browsing only.

2.4 THROUGHPUT

Broad Sky also commits to delivering 80% of contracted download and 70% of upload speeds 99% of the time when sending a 5Mb or larger file as measured by Broad Sky or a Broad Sky approved bandwidth speed test site. All speed tests must use at least a 5Mb or larger file using a Broad Sky approved testing procedure. Accelenet software maybe required to achieve the above throughput.

3.0 SERVICE CLAIM PROCESS

To initiate a claim for a service credit with respect to the SLA's described herein, Client shall submit to BROAD SKY a request in writing for the service credit. For all Network Performance SLA: Client shall submit the service credit request to the Client's assigned BROAD SKY Representative within seven (10) business days after the end of the month in which the event occurred that gives rise to the claim for the service credit.

BROAD SKY shall acknowledge receipt of all service credit requests via email within twenty-four (24) hours after such receipt and will review all requests within ten (10) business days after such receipt. Client shall be notified via email upon resolution of the request. Client shall cooperate with BROAD SKY in the service claim investigation. When service requests are submitted, the Client shall pay its entire service bill, and shall not setoff any service credits it would anticipate receiving from BROAD SKY.

4.0 SERVICE CREDIT

BROAD SKY shall issue a service credit to clients account upon approval of its service credit request. Service credit will appear on the invoice issued in the month following the month in which the service credit request was approved. BROAD SKY shall not be held liable for failure to fulfill its obligations hereunder if such failure is due to an Excused Event as set forth in Section 2.1.

Service Credits delivered as remedies in conjunction with SLA's described herein represent BROAD SKY's sole responsibility and Client's sole remedy related to the service(s) to be provided under this Agreement. BROAD SKY shall provide its service in accordance with this SLA, and the Client's sole remedy for failure of BROAD SKY to provide such SLA related to BROAD SKY Service is described herein. An SLA and/or warranties, other than the networks performance SLA listed above and as described herein, whether expressed or implied, are hereby disclaimed, including warranties of merchantability and fitness for a particular purpose.

5.0 CANCELLATION

In the event of chronic performance problems and that remain unresolved after 30 days from the initial trouble ticket submission to Broad Sky's Network Operations Center (NOC). Client may cancel contract with no additional penalties or service charges.