

SERVICE LEVEL AGREEMENT

Subject to the terms and conditions of the Agreement, the following service levels shall apply to Virgin Technologies Inc. Network Services.

1. Definitions.

- 1.1. "Annual Period" means a twelve-month period beginning on the date (or anniversary thereof) that VTI began providing VTI Network Services to a particular Customer for a particular Customer Site pursuant to a valid Customer Order Form and ending on the anniversary of such date.
- 1.2. "Service Availability" means ((total number of minutes per Annual Period minus Network Downtime) divided by (total number of minutes per Annual Period)) multiplied by 100.
- 1.3. "Network Downtime" means the time period commencing upon VTI's acknowledgment following notice from Customer that Network Services are Unavailable due to failure of the VTI Network Services and ending upon notice to Customer that the VTI Network Service have been restored.
- 1.4. "Unavailable" means that the applicable Customer is experiencing at least fifty percent (50%) packet loss, as measured by VTI and Customer personnel and other resources available to assist VTI in connection with the resolution of the service failure (and shall not include time that the Customer personnel or resources are not available).
- 1.5. "Service Credit" means a credit against amounts owed to VTI for a particular Customer Site calculated in accordance with this Exhibit B. One (1) Service Credit equals 1/720 of the amounts payable to VTI for Network Services for the applicable Calendar Month, in respect of a particular Customer Site pursuant to the applicable Customer Order Form.

2. Reporting Unavailability.

- 2.1. Reporting. Customers may contact VTI's Network Operation Center 24 hours per day, seven (7) days per week, via telephone, facsimile, or email to report the Unavailability of Network Services. VTI shall use its commercially reasonable efforts to respond to any report of Unavailability of the Network Services within fifteen (15) minutes following receipt of such report by either (a) telephone or (b) the same means by which the inquiry was submitted by Customer, which response shall acknowledge receipt of the report and issue a tracking number.
- 2.2. Escalation Process. Where no response to a report of Unavailability is received from VTI within the timeframe specified above, the following escalation contact protocol shall apply:

Elapsed Time:

30 Minutes

1 Hour

2 Hours

6 Hours

Escalation Contact:

Network Operations Center ("NOC")

Director of NOC

VP of Operations

President

3. Resolution.

Initials_____

Initials_____

- 3.1. VTI Resolution. Following receipt of a report of Unavailability of Network Services, VTI shall work with the Customer to investigate and resolve such Unavailability and restore Network Services. Customer shall ensure that the appropriate personnel and other resources are available to assist VTI in connection with the resolution of the service failure during all periods of Unavailability.
- 3.2. Reporting to Customer. VTI shall promptly contact Customer upon the restoration of service. In addition, VTI shall provide Customer with daily updates regarding Unavailability of Network Services, which are not resolved within twenty-four (24) hours after the initial report to VTI from Customer.

4. **Service Availability and Credits.**

- 4.1. Service Credit Accrual. Beginning on VTI's confirmation of the service failure, and subject to Section 4.6 of this Exhibit B, one (1) Service Credit shall accrue for each hour that the Service Availability is less than 99.5% as measured over each Annual Period. Service Credits shall not accrue for any time that Customer fails to make appropriate personnel and resources available to VTI.
- 4.2. Service Credit Increments. All site Unavailability times shall be calculated in five (5) minute increments for the periods described in Section 4.1 of this Exhibit B. Service Credits shall be pro-rated to the nearest five (5) minute interval (for example, a 30-minute service outage in excess of the Service Availability guarantee would result in 50% of a Service Credit).
- 4.3. Maximum Service Credits. The maximum number of Service Credits that may be credited for any reason to Customer for any site will be 720 Service Credits in any one Annual Period.
- 4.4. No Refunds. Service Credits shall be applied only to the applicable Monthly Recurring Fees following the Annual Period during which the event-giving rise to the Service Credit occurred. In no event shall Customer be provided a Service Credit in cash, refund, or any other form other than a credit against applicable Monthly Recurring Fees.
- 4.5. Exclusive Remedy. Regardless of any provision of this Agreement or otherwise, Customer's sole remedy for VTI's failure to provide the VTI Network Services as indicated shall be the Service Credits provided for in Section 4 of this Exhibit B.
- 4.6. Exclusions. The VTI Network Service shall not be deemed Unavailable and VTI will not incur any Service Credit or otherwise be obligated or liable for or in connection with any failure in the VTI Network Services due to the following: (a) traffic volumes in excess of those committed by VTI as set forth in the applicable Customer Order Form; (b) the negligence, or acts of omissions by Customer (including, without limitation, violation of Policies, non-fulfillment of its obligations under this Agreement, or damage to any equipment used to access the VTI Network Services); (c) anything beyond the reasonable control of VTI including but not limited to acts of God, fire, flood, adverse weather conditions, meteorological or atmospheric occurrences or disturbances (including sun outages), or other natural events, any irreparable satellite component failure, satellite unavailability, externally caused interference, acts of government, national emergencies, and the like; (d) scheduled maintenance; (e) slow data rates that do not render the VTI Network Services Unavailable; (f) Unavailability resulting from Customer's failure to use VTI approved VSAT's or non-penetrating roof mounts; or (g) suspension of VTI Network Services by VTI.

Initials_____

Initials_____