

Service Level Agreement

Broadband Communications, delivered via Wireless and Satellite by Spidersat Communications Limited

The following SLA applies only to customers that have current, signed and counter-signed Spidersat Bandwidth Contract and whose trading account is in order:

This document describes the services provided by Spidersat Communications Limited (SCL), and details the support request and escalation procedure to be used in the event of problems once the service has been commissioned.

SCL operate a fully automated Support Request System (SRS), which is available via the Internet, by email, and by telephone 24 hours per day, 7 days per week. SCL's qualified personnel monitor the SRS, and manage the fault resolution process cooperating with the upstream provider's Network Operation Centre (NOC) and the relevant satellite operators.

1.0 Support Request Severity Codes.

Each request for support is assigned a unique number (JobID). All subsequent communications regarding the request should include a reference to the JobID. The first available qualified engineer will be assigned to the request, and the request will be classified according the following table of severity codes;

1.1 "Severity 1"

Business and financial exposure to the customer due to complete failure of the Broadband Service provided by SCL.

1.2 "Severity 2"

Complete outage of a business function due to failure of the Broadband Service provided by SCL, but business and financial exposure is considered minimal.

1.3 "Severity 3"

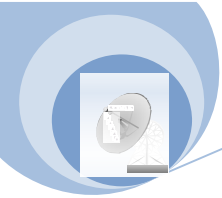
A business function is operational but adversely affected due to a failure of the Broadband Service provided by SCL, but this does not result in business or financial exposure.

1.4 "Severity 4"

A business function is operational but adversely affected due to a failure of the Broadband Service provided by SCL, but a workaround is possible.

1.5 "Severity 5"

Operation of a business function could be improved by attention to or modification of the Broadband Service provided by SCL.



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2.0 Requesting Support

All faults related to Broadband Service provided by SCL should immediately be reported to SCL by opening a Support Request on SCL's fully-automated SRS, by any of the three methods listed below;

2.1 "Email"

Send an email to support@spidersat.net.

2.2 "Internet"

Browse to <http://www.spidersat.net/log-a-support-request-online.php> and complete a Support Request online.

2.1 "Telephone"

Call the 24/7 Emergency Hotline on +44 20 3355 7241.

A full description of the problem and contact details are required when requesting support.

3.0 Response Times, Resolution Targets, and Escalation Rules

The following table shows the typical response, resolution targets, and escalation rules for each of the Severity Codes;

Severity Code	Response Time	Resolution Target
1	1 hour	4 hours
2	2 hours	8 hours
3	4 hours	24 hours
4	8 hours	36 hours
5	24 hours	120 hours

A response is defined as "the commencement of service in relation to the request for support" during normal business hours.

4.0 Escalation

If support requests have not been resolved within their resolution targets, the requests **MUST** be escalated by the assigned engineer to the 'Emergency Contacts' by the methods described below;

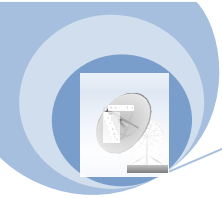
Emergency Contacts

Manager – Technical Services, SCL

Managing Director, SCL

Acceptable Contact Methods

Severity 1	Telephone and/or SMS Message
Severity 2	Telephone and/or SMS Message
Severity 3	SMS Message and/or Email
Severity 4	SMS Message and/or Email
Severity 5	Email



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5.0 *Scheduled Maintenance*

SCL is responsible for alerting customers to any scheduled maintenance or outages affecting the Broadband Service provided by SCL. SCL will provide at least seven (7) days notice prior to a planned outage. A shorter notice period may apply in case of emergency service of equipment.

6.0 *Quality of Service Provided*

SCL adheres to strict guidelines and design principles when commissioning Broadband Services, that include the following basic criteria;

6.1 **Utilisation**

SCL ensure that all backbone trunks and Internet connections have sufficient capacity to deliver reliable, dependable, business-grade service with minimal congestion.

SCL adopts fundamental design principles to ensure the bandwidth allocation of the backbone is never utilised for more than 90% on average, over a period of one hour under the normal conditions. Utilization of the backbone of more than 90% on average, over a period of one hour or more may result in packet loss, and service degradation. In the event that the bandwidth utilization exceeds 90% over periods of 1 hour or more, it will be the customer's responsibility to reduce usage of the link or request an upgrade. SCL will not accept liability for any service degradation due to over-utilisation of the link.

6.2 **Space Segment Performance**

SCL endeavor to ensure the space segment component of the Broadband Service is available 99.5% of the time, with a bit error rate (BER) of less than 10E-6, and packet loss of less than 1%.

7.0 *Customer Information Pages (CIP)*

SCL provides a web based information to all Broadband **Satellite** Service customers. Information relating to the service, including utilization and informational announcements are available through this interface.

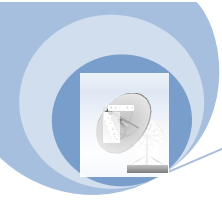
8.0 *Network Availability*

This refers to the availability of the Broadband **Satellite** Service, and is measured from the managed terrestrial Earth Station to the Ethernet interface of the remote modem at the customer site (the "Space Segment"). The Network Availability target defined by this SLA is 99.5%. Actual Network Availability is calculated using the following formula;

$$\text{(Total Minutes of Service Uptime) / (Total Minutes in the Service Month) * 100}$$

9.0 *Packet Loss*

Delivery of the committed information rate (CIR) of the service is maintained using traffic shaping which involves the dropping of packets for "Out-of-profile" traffic. "In-profile" traffic will be treated with priority and will be transmitted at the maximum burst rate defined by the CIR. "Out-of-profile" traffic is treated as congestion and is dropped. Dropped traffic will appear as congestion to hosts attempting to communicate over the service.



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Acceptable packet loss for “In-profile” traffic is defined by this SLA as 1%.

10.0 Outages and SLA Remedy

Performance of the Broadband Service with respect to this SLA will be determined using the data collected and, in the case of Broadband Satellite Services, reported on the Customer Information Pages (CIP), and any calculations made to determine performance under the SLA will take into account the following exclusions;

- a) Failures resulting in outages or disruptions caused by the customer.
- b) Failures resulting in outages or disruptions by reason of Force Majeure (including electrical storms).
- c) Outages caused by pre-notified scheduled maintenance events.
- d) Failures resulting in outages or disruptions caused by fluctuations to the A/C power supply or electrical earthing.
- e) Failures resulting in outages or disruptions as a result of interference or tampering by a third party.
- f) Failures or malfunctions of any equipment or tail circuit which is not delivered and installed by SCL, or SCL certified staff, or for which the Customer is operationally responsible.
- g) Failure by the Customer or any third party acting on behalf of the Customer to deliver the information in accordance with written technical specifications issued by SCL.
- h) Failures caused by equipment which is not covered by warranty.
- i) Failures caused by inappropriate operating environment.
- j) SCL failing to meet the technical specifications in the Contract where the Service is not impaired.

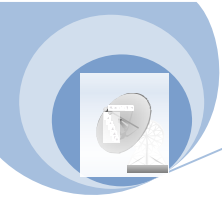
Unless otherwise defined, the customer is responsible for all site preparation works, and for the delivery of a constant, nominal 230 volt A/C power supply. The customer must at all times ensure that the communications equipment is earthed correctly. The customer is also responsible for maintaining the communications equipment in a suitable operating environment, as determined by SCL at the time of installation.

In the event of an outage, SCL’s sole liability is to provide a credit to the Customer based on the total number of minutes of Outage per month that exceeds the Availability Figures given in the SLA. The credit for each minute Outage, that exceeds the Availability Figure, is equal to the corresponding minute price based on the Monthly Fee, for the affected product, stipulated in the Contract.

Outages of less than ten (10) consecutive minutes shall be ignored. Any credits will be aggregated on a monthly basis and deducted from the following invoice. Such credits will only be applicable if claimed by the customer according to procedure described in Clause 13.0 (Credit Claim Procedure).

Outages due to replacement of any equipment delivered by SCL are not considered a Major Outage if replacement time is within the agreed service level.

Any interruption of the Service owing to the response of SCL to the Customer’s complaint of malfunction which proves to be unfounded or which is due to the fault of the Customer, its employees, agents, Contractors and end users shall not be considered a failure for which a credit is due to the Customer under the Contract. In addition, in this circumstance the Customer agrees to pay reasonable and proper additional charges in investigating the Customer’s complaint, which charges will be assessed on a “time and materials” rate.



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11.0 Contract termination

In the event that outages occur for a period of ten (10) consecutive days, for at least sixty (60) minutes per day, or such outages occur during twenty (20) days or more (whether consecutive or not) in any ninety (90) day period, and providing the outages are not due to any of the exclusions detailed in Clause 10 above, then this shall constitute a “Major Outage” and the Customer may at its discretion:

- a) terminate the Contract immediately by a written notice; or
- b) seek to re-negotiate the Contract in good faith with any such re-negotiated terms taking effect from the date that such period began. Such re-negotiated Contract shall be formalised in an amendment to the existing Contract.

12.0 Service Performance Reports

Written Service Performance Reports may be provided to Customers with an annual Maintenance and Support Contract if specified in the contract. These reports may include:

- (a) Monthly performance reports, detailing network availability, monthly uplink and downlink bandwidth usage, network outages and resolutions, Jitter, Bit Error Rate, Error Free Seconds, Severely Errored Seconds, Sync Loss, and Packet Loss. These reports will be emailed to the customer within ten (10) working days from the end of the month.
- (b) Quarterly reports detailing scheduled routine maintenance. These reports will be emailed to the customer within ten (10) working days from the end of the quarter.

13.0 Credit Claim Procedure

To claim a credit for service under the SLA, the customer must lodge a claim in writing within thirty-six (36) hours of reception of the monthly performance report. If the customer has not subscribed to a maintenance contract including monthly performance reports, the customer must lodge the claim in writing within thirty-six (36) hours of the end of the month where the SLA targets were not achieved.

SCL will then make a thorough investigation to determine whether a breach of the SLA has occurred, and will report to the customer in writing within seven (7) working days of receiving the customers claim.

The customer’s sole remedy for a failure of the service to meet the targets defined by the SLA shall be to receive a pro-rata credit of service charges for the time the service was unavailable, over and above the Network Availability Target, limited to a maximum equal to the monthly service fee. This credit is net of any discounts or taxes.