



46 LABS ECO CARRIER SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) is effective as of the first day of the second month after initial installation of 46 Labs Eco Carrier Service (“Service”). This SLA sets forth the provisions and commitments relating to the Service quality between 46 Labs and Customer. The provisions of this SLA state Customer’s sole and exclusive remedies for Service interruptions or Service deficiencies as defined in this agreement. This SLA applies only to the Service and does not modify or affect any other SLAs provided by 46 Labs (if any) for telecommunications or information services purchased by Customer pursuant to other service exhibits or agreements. This SLA does not apply to MPLS, Internet, Wireless, Voice, Data, Security, or any other services that are supplied in conjunction with or exclusive of the Eco SP Service.

01

Service Availability (“Uptime”)

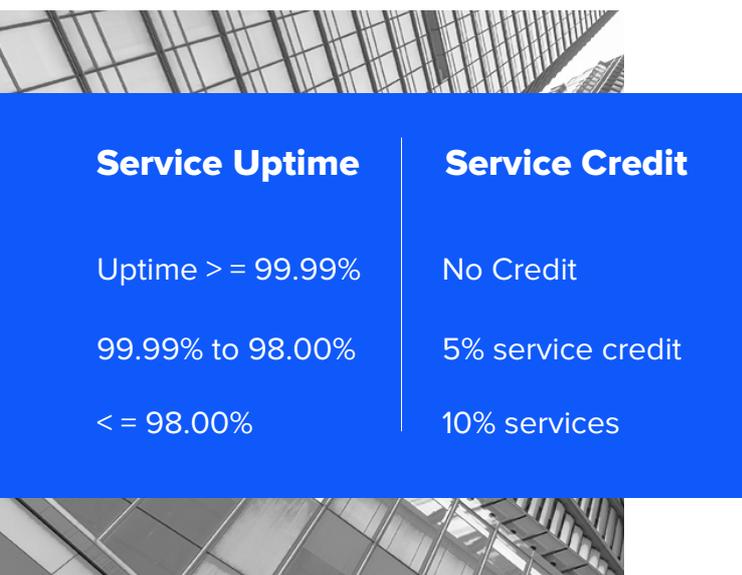
All indicated Services will be operational and available at least ninety-nine and ninety-nine one-hundredths percent (99.99%) of the time during a calendar month (the “Uptime Minimum”). If Services Uptime is less than the Uptime Minimum, then Company will issue an SLA credit as identified in the Service Availability Table.

02

Downtime

For purposes of service availability, downtime shall mean that there was an outage that resulted in the non-availability of a service (“Service Downtime”). Service Downtime shall not include any time during which the Services are not available due to:

- a) Maintenance windows;
- b) Acts or omissions of any party other than Company or Company’s vendors and agents;
- c) Hardware, software, networks, equipment or interfaces other than those provided or managed by the Company, its vendors and agents;
- d) Third-party service providers other than Company, its vendors and agents;
- e) Any other equipment, applications or components not directly managed or controlled by the Company, its vendors and agents;
- f) Issues unrelated to the Company caused by failures of the public Internet;



Service Uptime	Service Credit
Uptime > = 99.99%	No Credit
99.99% to 98.00%	5% service credit
< = 98.00%	10% services

03

Service Availability Failure

A “Service Availability Failure” for purposes of this section is defined as a reported Service availability of less than ninety-eight percent (98%) for any two consecutive months during the Term.

04

Maintenance Window

Refers to upgrades of hardware or software or upgrades to increase capacity. Maintenance Windows may temporarily degrade the quality of the Service, including possible outages. Such effects related to Normal Maintenance will not give rise to service credits under this SLA. Normal Maintenance will be undertaken between the hours of 01:00 and 06:00 GMT.

05

Remedies

In order to obtain credits under the above SLAs, Customer must request the credit within ten (10) calendar days from the date when the relevant SLA was not met. A credit will be applied only to the month in which the event giving rise to the credit occurred. The maximum credits for a specific outage will not exceed ten (10) days’ credit. In no event will the total credit, in the aggregate for all credits issued in one month exceed the equivalent of 100% of the relevant MRCs for the Services. The provisions of this SLA state Customer’s sole and exclusive remedies for Service interruptions or Service deficiencies of any kind whatsoever.

Credit requests must be made in writing to 46 Labs:

By Mail to:

46 Labs Communications
Attn: Support
1503 E. 19th St
Edmond, OK 73013

By Fax to:

46 Labs Communications
Attn: Support
1-405-340-1001

By E-mail to:

46 Labs Communications
support@46labs.com