

SLA FOR ONESTREAM NETWORKS CONVERGED IP SERVICES

OneStream Networks Converged Services. This is the service level agreement for OneStream Networks' Converged IP Services ("The Service") which apply to Converged IP Services provided by OneStream Networks, in addition to the terms of any Master Services Agreement, Retail Customer Agreement or other OneStream Networks master agreement (in each case a "Master Agreement") executed by the Customer. Initial capitalized terms not defined in these terms and conditions have the meanings given to them in the Master Agreement.

1 Description of Services

1.1 **Service Description:** OneStream Networks Converged IP Services provide end-to-end voice, data and multimedia/collaboration applications that are managed and delivered on OneStream Networks' MPLS based IP Network at designated speeds, subject to availability at individual OneStream Networks access points, enabling the customer to transport voice, data and multimedia/collaboration applications among two or more customer designated locations ("Sites"), or if selected, to and from the Internet.

1.2 Customer shall execute Order Form(s) for the Service which will designate the following elements: (i) Converged Connection type, (ii) Service Application, (iii) Service speed, (iv) Points of Presence ("POPs") at which Customer will access the OneStream Networks IP Network (v) local access circuit requirements (if any), (vi) pricing, (vii) length of Initial Term for the Service(s), (viii) Class of Service ("CoS") level (Basic, Enhanced or Premium) available at each IP VPN port (if ordered and if applicable) and (ix) optional services selected by Customer, if any (including Internet Access).

2. Converged Connection Types:

2 Three Converged Connection Types are available: OneStream Networks IP VPN, OneStream Networks Dedicated Internet Access ("DIA"); and Public Internet. Customer may choose to have multiple Converged Connection Types at each Site at which Services are to be provided.

2.1 **IP VPN Converged Connection Type:** OneStream Networks IP VPN Converged Connection Type provides a connection to the OneStream Networks IP VPN Network at designated speeds, facilitating the use of the Service Applications described in Section 6 below by Customer at one or more Customer Sites. Three Class of Service ("CoS") levels are available at each IP VPN Converged Connection Type, as follows:

Basic

- Best-Effort (BE).
- Suitable for typical intra-office activities and most single class connections.
- Default classification for unidentified traffic.

Enhanced

- Assured Forwarding (AF).
- Suitable for more business sensitive applications such as IMAP email, WTS/Citrix, customer implemented intra-office internal voice, server replication, critical backups, database servers.

Premium

- Expedited Forwarding (EF).
- Suitable for sensitive business applications such as VoIP, Video and data transport for mission critical applications.

3. Managed Solutions

3.1 Managed Solutions - Managed Network Services. OneStream Networks' SmartCare is a set of services that includes design, engineering, implementation management, network management, life cycle management, and equipment services for router based wide area networks. In addition, SmartCare supports OneStream Networks procured equipment where OneStream Networks sells equipment to the Customer.

3.1.1 OneStream Networks may utilize contractors or subcontractors to provide SmartCare.

3.1.2 Customer Procured Equipment: If Customer chooses to provide its own equipment, the Customer shall provide a detailed list of Customer equipment ("Customer Equipment") to be covered by SmartCare. OneStream Networks will then notify Customer of (i) all Customer Equipment (including its hardware and software) which is (in OneStream Networks' sole discretion) ineligible for the Service ("Non-Eligible Equipment") and/or (ii) any remedial action which may be required by Customer to ensure that any such equipment (and/or Customer's facilities) qualify for the Service.

OneStream Networks shall have no responsibility for any Non-Eligible Equipment. To the extent that OneStream Networks agrees to provide the Service in relation to Non-Eligible Equipment pending replacement or upgrade of that equipment by Customer, OneStream Networks shall provide such services on an 'as is' basis without warranty of any kind and the Service Level Agreements set out in these terms and conditions will not apply to the provision of such services by OneStream Networks. Customer shall retain ownership of all Customer Equipment provided however that OneStream Networks shall have sole control of any Customer equipment which is to be managed by OneStream Networks as part of the Service.

3.1.3 OneStream Networks Provided Equipment: OneStream Networks Equipment provided to the Customer in connection with SmartCare ("OSN Equipment") is provided on a purchase basis.

3.1.4 Customer Equipment and OSN Equipment to be maintained by OneStream Networks under these terms and conditions as part of SmartCare is collectively referred to as "Managed Devices".

3.1.5 Design and Engineering. OneStream Networks will work with the Customer to develop a design of Managed Devices to support the Customer's OneStream Networks transport solution. OneStream Networks engineers define all Managed Devices, software, interfaces, and memory required to support the Customer's requirements as communicated during the sales cycle.

3.1.6 Implementation and Installation. OneStream Networks will work with the Customer to develop a comprehensive work plan to implement and install the network including transport and Managed Devices.

3.1.6.1 OneStream Networks is responsible for the following activities for network implementation and installation:

- Providing up to date project milestones install dates and project timeline.
- Shipping and installation of OSN Equipment,
- Removal of Managed Devices out of boxes, replacement of packing material back into each empty box it arrived in and stacking of boxes,
- Comparing OSN Equipment on site with the bill of materials and making any discrepancies known to the Customer contact person,
- Connecting Managed Devices to WAN access and any installed dial backup Terminal Adapters,
- Insuring installed Managed Devices are accessible in-band and out-of-band (if provided) by management center, and
- Ordering and installing all dial backup (including ISDN circuits) that are part of the agreed solution for SmartCare in connection with OneStream Networks IP VPN Service provided.

3.1.6.2 Prior to installation, the Customer is responsible for the following activities for network implementation and installation:

- Providing contact information for each location where service is being turned up,
- Providing access at site for installation/implementation at scheduled times. Ensuring that appropriate contact personnel are on-site and available for installation,
- Ensuring that Customer Equipment meets agreed upon design including: configuration, fault management, and is free of physical defects,

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- Ensuring use of all necessary power distribution boxes, conduits, grounding, surge and lightning protection and associated hardware. Power outlets must be within four feet/ 1 meter of the equipment to be installed,
- Ensuring all required inside wiring is in place and making any necessary building alterations to meet wiring and any other site requirements,
- Ensuring that Managed Device placement is within six feet/two meters of the telecommunications access demarcation point,
- Ensuring that each Telco Access Demarcation is clearly marked in a way that allows the installer to connect the correct circuit to the correct router port or CSU/DSU,
- Ensuring environmental requirements meet equipment manufacturer's requirements,
- Configuring Customer's voice equipment used in connection with VoIP services, if ordered. Connecting Managed Devices to LAN access. Connecting Managed Devices to customer voice equipment for VoIP access, and
- Retaining original packing lists and providing a copy of the packing list to the OneStream Networks designated installer.

3.1.6.3 Installations at each Customer Site will be scheduled by mutual agreement between OneStream Networks and Customer. Installations are based upon two-hour blocks of time; the time of installation begins when the technician arrives on site. If installation is unsuccessful due to failure by the Customer to comply with its obligations under these terms and conditions, or for any other reason within the Customer's control, then the Customer will be charged for a Faulty Truck Roll. This includes, but is not limited to, (i) Faulty Designs, where the Customer orders incorrect equipment or software, (ii) Site Not Ready, where the location at which Managed Devices are to be installed does not have appropriate power, LAN equipment, or equipment racks, (iii) No Access, where the technician is not able to gain access to the installation area, or (iv) cancellation by Customer of the scheduled installation with less than three business days' notice to OneStream Networks.

3.1.6.4 OneStream Networks installs SmartCare during normal business hours, that is, between 08:30 and 17:30 local time Monday to Fridays, excluding local bank and other public holidays. Installations carried out, at Customer's request, during periods outside those times ("Out of Hours"), may incur additional charges as indicated on the Order Form.

3.1.7 Network & Fault Management: The network management includes Network Monitoring, Configuration Management, Fault Management, and Performance Reporting. OneStream Networks monitors network elements that have a constant connection to OneStream Networks' Network. Managed Devices are monitored seven days a week, 24 hours-a-day. OneStream Networks will handle all proactive and reactive Customer communications. OneStream Networks is responsible for:

- Isolation and resolution of all logical faults to determine if the problem is with software, hardware or the network, and
- Emergency fixes and software updates.

3.1.8 Configuration Management: Configuration management is the remote configuration of all Managed Devices in the network. OneStream Networks is responsible for, and has sole access to all configuration management and software and hardware changes. OneStream Networks is responsible for:

- Configuring routers for Customer.
- Maintaining database of logical configuration, physical configurations and software specification.
- Perform emergency re-loads.
- Providing configuration in-band to re-configure routers for lifecycle Moves/Adds/Changes/Deletes (MACD) or upgrades (additional charges may apply).
- Updating Managed Device software as required to support the ongoing provision of SmartCare.

3.1.9 Equipment Maintenance: OneStream Networks provides on-site Managed Device maintenance and repair once OneStream Networks has determined through fault resolution that a physical error has occurred. The on-site coverage options are as follows (service level availability varies by geography and the coverage option applying at each Customer Site will be set out in the Order Form for the Service):

- 7x24, Four Hour Response: Repair coverage is 24 hours per day, seven days per week. A field engineer will arrive at the Customer site within four hours of problem dispatch (dispatch is within thirty (30) minutes of problem identification).

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- 5x9, Next Business Day Response: Repair coverage is 8:00 a.m. to 5:00 p.m. local time. If dispatch is required, a field engineer shall arrive on site no later than 5:00 p.m. the next business day. Trouble calls must be received by 5:00 p.m. local time to ensure next business day response. Prior to dispatching maintenance assistance or in case of customer request for maintenance assistance, OneStream Networks may request that the customer verify that the local environment (including power, LAN connectivity, inside wiring / cabling and, where applicable, Voice interface connectivity) have been diagnosed and ruled out as the source of the reported fault.

3.1.10 Unless otherwise expressly agreed in writing on a case by case basis, OneStream Networks does not provide, order, design or co-ordinate or otherwise arrange for any inside wiring or 'extended demark' at Customer's premises, which arrangements, if required, shall be made directly by Customer and third party contractors, and is not responsible for repair or maintenance of such inside wiring in the event of a fault.

4. Service Level Agreement (SLA) for Converged Connection Types

4.0 **On-Net and Off-Net Locations:** Converged Connections may be provisioned in one of two ways; (i) via a direct connection from the Customer Site to a OneStream Networks IP PoP ("On-Net"), or (ii) via a OneStream Networks partner network over a Network to Network Interface ("Off-Net"). Variations in SLA parameters for On-Net and Off-Net locations are noted throughout these terms and conditions.

4.1 End to End Service Availability

4.1.1 **Commitment:** OneStream Networks guarantees **End-to-End Service Availability** for On and Off-Net locations per calendar month in accordance with Table A below.

Table A

Locations (Globally)	Dual VPN Ports	Single VPN Port	Dual DIA Ports	Single DIA Port
On-Net	100%	≥ 99.999%	100%	≥ 99.90%
Off-Net Locations in China		≥ 99.95%		≥ 99.50%

The guarantees above do not apply to IP VPN or DIA ports served by microwave or satellite based local access circuits.

Table B

Guarantee	Maximum Service Unavailability
100%	0 minutes of Service Unavailability
99.999%	< 26 seconds of Service Unavailability

4.1.2 **Measurement:** For IP VPN Converged Connection Type, "End-to-End Service Availability" is defined as the ability of the Customer to deliver IP packets, from each individual Customer Site, into their OneStream Networks VPN configuration via the OneStream Networks VPN edge router port(s). For DIA Converged Connection Type, "End-to-End Service Availability" is defined as the ability of the Customer to deliver IP packets from each individual Customer Site into the OneStream Networks Network via the OneStream Networks internet access router port(s).

"Service Unavailability" is defined as periods during which (i) the Converged Connection Type is unavailable and periods referred to in Sections 4.2.4, 4.3.4, 4.4.4 and 4.5.4 below. Service Unavailability is measured from the time (a) OneStream Networks opens a trouble ticket following the report of a problem by the Customer, until the time (b) that the Service is restored and operating in accordance with agreed specifications, and OneStream Networks closes the trouble ticket. Any periods of time during which a trouble ticket is kept open at Customer's request following notification by OneStream Networks that Service has been restored, is not included in measuring the duration of Service Unavailability.

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4.1.3 Service Availability Credits: For the first two hour period (or part thereof) of Service Unavailability in excess of the parameters in the applicable table in Section 4.1.1 above, and for each successive one hour period or part thereof, Customer will be entitled to a credit of (a) ten per cent (10.0%) of the applicable MRC (defined in Section

2.1.2 or 2.2.2 as applicable) for the applicable month for all affected customer ports plus (b) ten per cent (10.0%) of the applicable MRC for SmartCare (defined in Section 3.1.3) provided in respect of those ports.

4.1.4 Chronic Outages: If an individual port (because of an outage in either the circuit/port, the relevant OneStream Networks provided local access circuit or the OneStream Networks Managed Device at Sites covered by 7x24, Four Hour Response) experiences either: (i) a single period of Service Unavailability in excess of twenty four hours in any calendar month, (ii) three or more periods of Service Unavailability of eight hours or longer over the course of a rolling six month period, or (iii) fifteen separate periods of Service Unavailability (of any duration) within a calendar month, Customer may terminate the affected circuit without penalty provided that written notice of termination is provided to OneStream Networks within fifteen days of the event giving rise to the termination right under this Section. This section 4.1.4 applies only to ports provided at On-Net locations as defined in Section 4.0.

4.2 Latency for IP VPN Converged Connection Type

4.2.1 Commitment: OneStream Networks guarantees an average (in a calendar month) roundtrip latency between specific VPN POP pairs on the OneStream Networks IP VPN Network as set out in the table available via OneStream Networks' uCommand™ customer portal.

4.2.2 Definition & Measurement: Latency is measured between OneStream Networks edge routers (OneStream Networks VPN POP to OneStream Networks VPN POP) and does not apply to local access circuits. Latency is measured using OneStream Networks' network management system and is the sole and conclusive measurement for the purpose of this guarantee.

4.2.3 Credit: If the actual monthly average roundtrip latency for Customer's IP VPN Converged Connection Types exceeds the guaranteed parameters for any given POP pairing, Customer will be entitled to a credit of (a) ten per cent (10.0%) of the applicable MRC (defined in Section 2.1.2 or 2.2.2 as applicable) for the applicable month for all affected customer ports plus (b) ten per cent (10.0%) of the applicable MRC for SmartCare (defined in Section 3.1.3) provided in respect of those ports.

4.2.4 Excessive Service Degradation: If, at any time, the Service experiences latency greater than two times the applicable threshold above for a sustained period of two hours or more, the time for which that latency is experienced shall be considered a period of Service Unavailability for the purposes of Section 4.1.2 above entitling the customer to the applicable credit provided for in that Section in lieu of a credit under this Section 4.2.4. This section 4.2.4 applies only to ports provided at On-Net locations as defined in Section 4.0.

4.3 Latency for DIA Converged Connection Type

4.3.1 Commitment: OneStream Networks guarantees an average (in a calendar month) roundtrip latency between the Internet access routers on the OneStream Networks IP Network of no more than the latency figures in the table below:

Table C

Route	Average Latency
Trans-Atlantic	≤ 80ms
European Network	≤ 35ms
North American Network	≤ 50ms
South America to Miami	≤ 140ms
South America Network	≤ 120ms

4.3.2 Definition & Measurement: Latency is measured between OneStream Networks edge routers on an aggregate regional basis and does not apply to local access circuits. Latency is measured using OneStream Networks' network management system and is the sole and conclusive measurement for the purpose of this guarantee.

4.3.3 **Credit:** If the actual monthly average roundtrip latency of the Service exceeds the parameters above, Customer will be entitled to a credit of (a) ten per cent (10.0%) of the applicable MRC (defined in Section 2.1.2 or 2.2.2 as applicable) for the applicable month for all affected customer ports plus (b) ten per cent (10.0%) of the applicable MRC for SmartCare (defined in Section 3.1.3) provided in respect of those ports.

4.3.4 **Excessive Service Degradation:** If, at any time, the Service experiences latency greater than (a) three times the applicable threshold above in the case of intra-regional latency metrics or (b) two times the applicable threshold above in the case of inter-regional latency metrics, in either case for a sustained period of two hours or more, the time for which that latency is experienced shall be considered a period of Service Unavailability for the purposes of Section 4.1.2 above entitling the customer to the applicable credit provided for in that Section in lieu of a credit under this section 4.3.4. This Section 4.3.4 applies only to ports provided at On-Net Locations.

4.4 Packet Delivery for IP VPN and DIA Converged Connection Types

4.4.1 **Commitment:** OneStream Networks guarantees average (in a calendar month) successful packet delivery in accordance with the parameters identified in the table below for the selected class of service.

	Premium Class of Service	Enhanced Class of Service	Basic Class of Service	DIA
OneStream Network	≥ 99.999%	≥ 99.99%	≥ 99.9%	≥ 99.9%

4.4.2 **Definition:** Packet delivery is defined as the successful delivery of packets between any two Customer ports on the OneStream Networks IP Network transiting the OneStream Networks IP Network.

4.4.3 **Credit:** If the actual monthly average packet delivery on the OneStream Networks IP Network fails to meet the applicable parameter above, Customer will be entitled to a credit of (a) ten per cent (10.0%) of the applicable MRC (defined in Section 2.1.2 or 2.2.2 as applicable) for the applicable month for all affected customer ports plus (b) ten per cent (10.0%) of the applicable MRC for SmartCare (defined in Section 3.1.3) provided in respect of those ports.

4.4.4 **Excessive Service Degradation:** If, at any time, either (i) IP VPN Service experiences packet delivery below 99.9% for Premium CoS or 99.0% for Enhanced CoS for a sustained period of two hours or more, or (ii) Basic IP VPN Service or DIA Service experience packet delivery below 95.0%, periods for which such reduced packet delivery is experienced shall be considered periods of Service Unavailability for the purposes of Section 4.1.2 above entitling the customer to the applicable credit provided for in that Section in lieu of a credit under this Section 4.4.4. This provision does not apply (i) to IP VPN or DIA Services provided on partner networks, or (ii) in the case of Premium IP VPN Service, where the drop in packet delivery arises as a result of Customer sending more Premium Class traffic than allocated / specified for any given IP VPN port(s). This Section 4.4.4 applies only to ports provided at On-Net Locations as defined in Section 4.0.

4.5 Jitter for IP VPN and DIA Converged Connection Type

4.5.1 **Commitment:** OneStream Networks commits to an inter-packet differential delay or “Jitter” for transmissions between any two Customer ports on the OneStream Networks IP Network within the Customer’s VPN in accordance with the parameters below.

	Premium Class of Service	Enhanced Class of Service	Basic and DIA Class of Service
OneStream Network	≥ 5ms	≥ 15ms	≥ 30

4.5.2 **Definition:** Jitter (or inter-packet differential delay) is defined as the delay between packets in their deviation or displacement as they traverse the OneStream Networks IP Network.

4.5.3 **Credit:** If the actual monthly average jitter on the OneStream Networks IP Network exceeds the parameters set out above in a given month, Customer will be entitled to a credit of (a) ten per cent (10.0%) of the applicable MRC (defined in Section 2.1.2 or 2.2.2 as applicable) for the applicable month for all affected customer ports plus (b) ten per cent (10.0%) of the applicable MRC for SmartCare (defined in Section 3.1.3) provided in respect of those ports.

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4.5.4 Excessive Service Degradation: If, at any time, the Service experiences jitter greater than two times the applicable threshold above for a sustained period of two hours or more, the time for which that jitter is experienced shall be considered a period of Service Unavailability for the purposes of Section 4.1.2 above entitling the customer to the applicable credit provided for in that Section in lieu of a credit under this Section 4.5.4. This provision does not apply (i) to DIA Service, (ii) to Basic CoS IP VPN Service, or (iii) to IP VPN Services provided on partner networks. This Section 4.5.4 applies only to ports provided at On-Net Locations as defined in Section 4.0.

4.6 Time to Restore (TTR) – On-Net Locations.

4.6.1 Commitment: OneStream Networks commits to restoring IP VPN and/or DIA service at On-Net Locations within four (4) hours of notification of Service Unavailability. This commitment does not apply to services provisioned via DSL access.

4.6.2 Measurement: Time To Restore for an On-Net IP VPN or DIA port is measured from the time that a OneStream Networks trouble ticket is opened in respect of an IP VNP or DIA port to the time that service is restored at that port and the trouble ticket is closed.

4.6.3 Credit: If the Time To Restore for an On-Net Location IP VPN or DIA Port exceeds four (4) hours, Customer will be entitled to a credit of (a) ten per cent (10.0%) of the applicable MRC (defined in Section 2.1.2 or 2.2.2 as applicable) for the applicable month for all affected customer ports plus (b) ten per cent (10.0%) of the applicable MRC for SmartCare (defined in Section 3.1.3) provided in respect of those ports.

5. General terms and exclusions applying to SLAs

5.1 SLA credits are calculated after deduction of all discounts and other special pricing arrangements, and are not applied to governmental fees, taxes, surcharges and similar additional charges.

5.2 If an incident affects the performance of the Service and results in a period of Service Unavailability, entitling Customer to one or more credits under different SLA parameters, only the single highest credit applying in respect of that incident will be applied PROVIDED that this does not apply to any additional credit entitlement which may apply under Section 4.6.

5.3 In no event will SLA credits in any calendar month exceed 100% of the total MRCs payable by Customer for the applicable Converged Connection Type or Service Application (as applicable) in that month.

5.4 All approved SLA credits for a given month will be totaled and applied to Customer's next following invoice for the Service, or as promptly thereafter as is practical in the event of a dispute. SLA credits must be requested within 30 calendar days of the end of the month in which entitlement to an SLA credit arose.

5.5 SLAs apply to newly installed services and to Service reconfigurations requested by Customer commencing on the next calendar day following (i) the Service Commencement Date or (ii) completion of the Service reconfiguration, as applicable.

5.6 SLA credits provided for in these terms and conditions are Customer's exclusive remedy with respect to items covered in these terms and conditions.

5.7 No SLA credit shall apply to the failure of the Service to comply with an SLA, or to any period of Service Unavailability, caused, in whole or part, by any of the following:

- a failure of Customer's premises equipment or equipment of a Customer's vendor (not covered by SmartCare);
- power failure at the Customer's premises;
- a failure in local access facilities connecting the Customer to OneStream Networks' network which are not provided by OneStream Networks, unless otherwise specified;
- force majeure events as defined under the Master Agreement;
- any act or omission of Customer or any third party (including but not limited to, Customer's agents, contractors or vendors), including, but not limited to (i) failing to provide OneStream Networks adequate access to facilities for testing, (ii) failing to provide access to Customer premises as reasonably required by OneStream Networks (or its agents) to enable OneStream Networks to



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comply with its obligations regarding the Service, (iii) failing to take any remedial action in relation to a Service as recommended by OneStream Networks, or otherwise preventing OneStream Networks from doing so, or (iv) any act or omission which causes OneStream Networks to be unable to meet any of the SLAs;

- customer's negligence or willful misconduct, which may include Customer's failure to follow agreed-upon procedures;
- Over delivery of traffic to individual IP VPN or DIA ports which either exceeds the reserved bandwidth for individual CoS allocations or attempts to exceed the overall bandwidth available for the applicable port,
- Subject to Section 4.1.2 above, any scheduled maintenance periods when Customer has been informed of such maintenance, and emergency maintenance; or
- disconnection or suspension of the Service by OneStream Networks pursuant to a right to do so under the Master Agreement or these terms and conditions.

CUSTOMER

By _____

Name _____

Title _____

Date _____

ONESTREAM NETWORKS

By _____

Name _____

Title _____

Date _____