

This Service Description sets out provisions with respect to the Customer's subscription to Megawire Carrier Services, a division of Megawire Incorporated, details of which are stipulated in the Commercial Summary and attachments ("Internet Service"). This Service Description is an attachment to and forms an integral part of the Customer's Master Services Agreement (the "Agreement") with Megawire. The Customer agrees to be bound by the terms and conditions set out in the Agreement, which includes without limitation this attachment and any other attachments to the Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

Part I. Product Description

This Service Description pertains specifically to the two formats of Megawire Internet Services: Burstable Internet and Dedicated Internet. Megawire Internet Services offer scalable, high-speed Internet connectivity solutions for Canadian businesses and supports Internet connectivity with speeds ranging up to 10,000 Mbps. Megawire Internet Services are available across Canada and in certain international locations, servicing Customer Sites with highly reliable optical Ethernet Internet access.

- 1. Scalable** – Megawire Internet Services offer highly scalable Internet connectivity, with incremental bandwidth speeds up to 10,000Mbps across various access types including Ethernet (E10, E100, GigE, 10GigE), DSL and T1/ET1s.
- 2. Service Reliability and Performance** – Megawire Internet Services provides the Customer with reliable, high performance Internet connectivity. The services are:
 - built on Megawire' Tier I, high availability IP network, with over 20 major POPs nationwide;
 - supported on the Megawire' network by responsive and knowledgeable network professionals, with a Customer Care support centre
 - backed by industry-leading service availability and MTTR (mean time to repair) Service Level Agreements (SLAs).
- 3. Megawire Internet Services Formats** – Megawire Carrier Services Internet Services are offered in two formats: Burstable Internet and Dedicated Internet.

3.1 Burstable Internet Services

Burstable Internet Services provides the Customer with the ability to select a minimum committed bandwidth rate with a maximum burstable bandwidth threshold. The Customer subscribes to a flat rate per month for the Services used up to the committed bandwidth rate. Overage is calculated in Mbps using the 95th Percentile Billing Methodology (as defined in Part IV below). The minimum commitment charge is billed in advance, while the overage charge, when applicable, is charged in arrears on the next billing cycle.

3.1.1 Burstable Internet Features

- Interconnected with 20+ unique IP networks.
- Geographic backbone redundancy with thousands of directly connected subscribers.
- Port speeds of E10/100/1000/10,000 Mbps.
- Provides the Customer with the capability to use extra bandwidth during peak demand.

3.2 Dedicated Internet Services

Dedicated Internet Services provides the Customer with the ability to sustain bandwidth up to the committed bandwidth rate throughout the month, without incurring additional usage-based overage charges. The committed bandwidth rate can be set up to the maximum port speed of the Megawire Internet Services.

3.2.1 Dedicated Internet Features

- Interconnected with 20+ unique IP networks.
- Geographic backbone redundancy with thousands of directly connected subscribers.
- Port speeds of E10/100/1000/10,000 Mbps.

Part II. Megawire Dedicated Internet Terms and Conditions

1. **Minimum Contract Period** – The minimum contractual period for Megawire Internet Services is one (1) year from the Service Effective Date. The Customer is bound by the Service Term, including any renewal or extension thereof, set out in the Agreement and any attachments thereto.
2. **Invoicing** – Megawire Internet Services are invoiced monthly, in advance on the first day of each billing cycle for recurring charges, and in arrears on the next billing cycle for usage-based charges. Charges for Megawire Internet Services will commence as of the Service Effective Date. In the first month, the recurring charges will be prorated for the number of days in the month after the Service Effective Date. For Burstable Internet Services, the overage charge is also prorated for the number of days in the month after the Service Effective Date. Megawire will, by way of invoice or otherwise, notify the Customer of the Effective Date. Service level credits will be applied to the Customer's invoice within two billing cycles after Megawire approval of a Customer's request.
3. **Additional Work** – Work requested by the Customer and performed by Megawire or its Contractors that is outside the scope of this Service Description will be billed to the Customer at Megawire's then current time and material rates. Work requested and performed outside of Megawire' normal business hours (see below) will be subject to an additional charge, to be quoted upon request.

Part III. Service Level Agreement (“SLA”)

1. Policy

If a Megawire Internet Services Customer experiences performance that does not meet the applicable metrics set out in this SLA, then Megawire will issue the Customer a service credit. All defined terms are set out in Part IV of this service description.

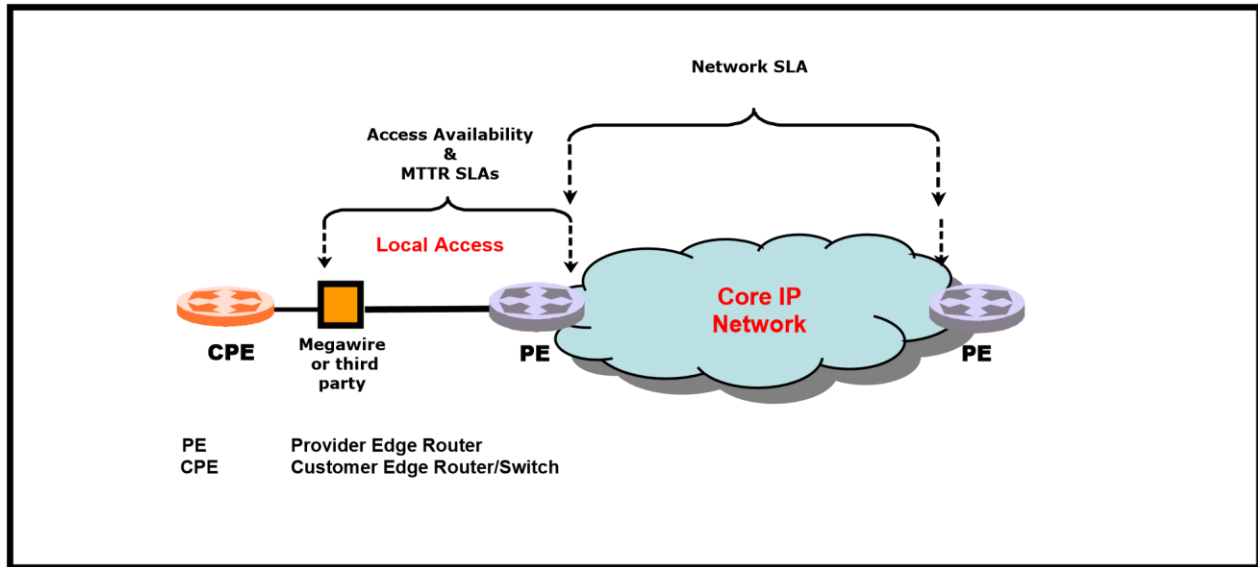


Diagram 1: SLA Overview

2. Access Availability and MTTR Commitments.

Access Availability and MTTR commitments are complimentary SLAs that validate the reliability of an Megawire provided network access. Both of these SLAs are available to all Megawire Burstable and Dedicated Internet Customers as part of the Megawire Internet Service offering.

2.1 Access Availability Commitment

- 2.1.1 Access Availability Commitment – Access Availability commitments specifically pertain to the network access that connects a Customer Site to the IP network. Network access encompasses all elements from, and including, the PE router to the designated Megawire or third party demarc on the Customer Site. CPEs are not considered to be part of the network access. Access Availability commitments are determined by the type of access into a particular Customer Site.
- 2.1.2 Access Availability Credit – If Megawire has failed to meet the applicable Access Availability commitment for a particular Site in any given billing month, then the Customer must contact their Megawire sales representative and apply for credit within fifteen (15) Business Days starting from the fifteenth (15th) day of the following billing month. Upon Megawire verification that the Access Availability commitment had not been met, Megawire will issue a Service Credit to the Customer. The Service Credit will equal the applicable amount from Table 1 for the monthly recurring charges for the affected accesses in the applicable month, up to the limits specified in Part III, Section 5.

TABLE 1: Committed Access Availability by Access Type

Canadian Sites		
Access Type	Monthly Access Availability	Service Credit
Ethernet Access (E10, E100 and E1000, E10000)	> 99.9%	10% of the monthly recurring Megawire Internet Services access charges for the specific Customer Site.
DSL Access	99.7%	10% of the monthly recurring Megawire Internet Services access charges for the specific Customer Site.
Wireless Access	95%	10% of the monthly recurring Megawire Internet Services access charges for the specific Customer Site.
International Sites- metrics available upon request to Megawire Sales representative		

- 2.1.3 The measurement of metrics and the payment of service credits for Access Availability are subject to the conditions detailed in Part III, Sections 4 and 5 of this document.

2.2 Mean Time to Repair (MTTR) Commitment

- 2.2.1 **MTTR Commitment** – MTTR commitments specifically pertain to the network access that connects a Customer Site to the IP network. Network access encompasses all elements from, and including, the PE router to the designated Megawire or third party demarc on the Customer Site. CPEs are not considered to be part of the network access. MTTR commitments are based on the location of and the access type deployed on the Customer's Site. MTTR commitments only apply to Customer locations that are within fifty (50) km of an Megawire network point-of-presence (POP).
- 2.2.2 **MTTR Credit** – If Megawire has failed to meet the applicable MTTR Commitment for a particular Site in any given billing month, the Customer must contact their Megawire sales representative and apply for credit within fifteen (15) Business Days starting from the fifteenth (15th) day of the following billing month. Upon Megawire verification that the MTTR commitment had not been met, Megawire will issue a credit to the Customer. The credit will equal the applicable amount from Table 2 for the monthly recurring charges for the affected accesses in the applicable month, not to exceed the limits specified in Part III, Section 5.

TABLE 2: Committed Mean Time to Repair by Access Type

Canadian Sites		
Access Type	Monthly MTTR	Service Credit
Ethernet Access (E10, E100 and E1000, E10000)	< 4 h	10% of the monthly recurring Megawire Internet Service charges for the specific Customer Site.
DSL Access	<48 hrs	10% of the monthly recurring Megawire Internet Service charges for the specific Customer Site.
Wireless Access	<48 hrs	10% of the monthly recurring Megawire Internet Service charges for the specific Customer Site.
International Sites- metrics available upon request to Megawire Sales representative		

2.2.3 The measurement of metrics and the payment of service credits for MTTR are subject to the conditions detailed in Part III, Sections 4 and 5 of this document.

3. Network Performance Commitments

3.1 Network Availability

- 3.1.1 Network Availability Commitment – If Network Availability does not meet or exceed the applicable percentage set out in Table 3, then Megawire will provide a service credit to the Customer.
- 3.1.2 Network Availability Validation – Customer must request each month's measurements from its Megawire sales representative by the fifteenth (15th) day of the following month. Megawire network performance reports will be used to determine Network Availability metrics and credits.
- 3.1.3 Network Availability Credit – If Megawire has failed to meet the committed Network Availability percentage set out in Table 3, the Customer must contact its Megawire sales representative and apply for credit within fifteen (15) business days of the Network Availability metrics being posted for the specific month. Upon Megawire verification that that the Network Availability commitment had not been met, Megawire will issue a service credit as specified in Table

TABLE 3: Network Performance Commitments

Committed Network Availability	Service Credit
Greater than or equal to 99.99%Fibre Greater than or equal to 95% Wireless	10% of the monthly Megawire Dedicated Internet Port charges for the affected Customer Sites

4. Acceptable Downtime

4.1 Acceptable Downtime – In calculating whether or not Megawire has met the commitments in any specific month, lack of availability or reduced network performance owing to downtime for any of the reasons set out below will not be factored into the SLA calculations:

- 4.1.1 Customer delays including, but not limited to: (i) acts or omissions by the Customer, its agents or vendors; (ii) inaccurate, incomplete or changes to previously accepted orders; (iii) unavailable and/or faulty Customer premises, unavailable and/or faulty Customer premise equipment (CPE) and/or facilities necessary to install the Services; or, (iv) extension of access circuit demarcation point by Customer without Megawire approval;
- 4.1.2 during an event of force majeure, as set out in the General Terms and Conditions forming part of this Agreement;
- 4.1.3 customer's failure to materially comply with its obligations as defined in the Agreement, including failure to pay valid past-due amounts; order suspensions due to Customer's credit worthiness;
- 4.1.4 during planned or emergency maintenance or the scheduled standard maintenance window;
- 4.1.5 troubles resolved as "No Trouble Found";
- 4.1.6 outages of less than 60 seconds in duration;
- 4.1.7 time attributed to Customer's delay in responding to Megawire requests for assistance to repair an outage;
- 4.1.8 performance degradation caused by the over-subscription of a fibre-served access port;
- 4.1.9 the failure of any Customer owned and maintained equipment on the Customer's premise, beyond the Megawire or third party provider's demarcation device;
- 4.1.10 hardware, operating system, and application failures or security breaches on LAN components, WAN components, servers, or workstations that were not configured by Megawire;

- 4.1.11 failures or security breaches caused by improper use, improper care, or damage to Megawire equipment by the Customer's employees or a third party;
- 4.1.12 failures or security breaches caused by the movement of Megawire equipment by the Customer or a third party, electrical and power irregularities, or abnormal use; or
- 4.1.13 failures or security breaches, where an Megawire device's configuration, IOS/Software, or hardware has been modified by the Customer or a third party.

5. Limitations on Service Credits

- 5.1 Monthly Service Credit** – The combined cumulative total of all service credits issued during a Billing Month under this Service Description will not exceed the total monthly recurring charges for a Customer's affected Megawire Internet Services invoiced during the Billing Month.
- 5.2 Yearly Service Credit** – The combined cumulative total of all service credits issued during a Billing Year under this Service Description will not exceed twenty (20%) percent of the total yearly recurring charges for a Customer's Megawire Internet Services invoiced during the Billing Year.
- 5.3 Access Credits** – Access Availability and MTTR are both SLA parameters that measure Out of Service events. Consequently, the Customer will be entitled to receive only one of either the Access Availability service credit or the MTTR service credit within a specified month, for a particular Site.
- 5.4 Network Performance Credits** – Network Availability and Network Delay are interrelated SLA parameters that measure the performance of the Core Network. Consequently, within a specified month the Customer will only be entitled to receive service credits for only one of the following: Network Availability or Network Delay.

6. Amendments

Any amendment to this Service Level Agreement must be agreed to in writing by both Megawire and the Customer.

Part IV. Definitions

1. The following definitions are used in this Service Description and SLA

- 1.1 Access Availability** – means the percentage of time in a given month that a specific Customer access was available to pass traffic. Access Availability metrics are measured solely against outages on access elements. Access encompasses all elements from (and including) the PE router to the designated Megawire or third party demarc on the Customer Site. CPEs are not designated to be part of the access. Access Availability metrics are based solely on Access Outage Time statistics collected by the Megawire Trouble Reporting System (TRS).

Access Availability is calculated as follows:

Total amount of time in a specific calendar month (in minutes), minus the total amount of validated Access Outage Time (in minutes) during the specific month as measured by Megawire and Megawire trouble tickets (not including maintenance and planned outages), divided by the total amount of time in a specific calendar month (in minutes), and multiplied by hundred (100) (for the percentage).

- 1.2 Access Outage Time** – Total time during a specific calendar month, that a Customer's access is unable to receive or transmit IP packets. Access Outage Time is the total of all recorded Out of Service conditions for a particular access during a specific month. Out of Service conditions are subject to the exclusions detailed in Part III, Section 4 of this document.
- 1.3 Canadian Site** – A Customer Site within the borders of Canada.
- 1.4 Core Network** – means the Megawire core IP network. This includes all network infrastructure between, and including the P Routers.
- 1.5 Core Network Measurements** – Megawire has deployed measurement probes across the Core Network for the purpose of measuring Core Network metrics. One-way test packets are sent across the network from source probes to destination probes at randomized fifteen (15) minute intervals (i.e., a total of four (4) measurements per hour, per source-destination probe pair).
- 1.6 CPE** – Customer Premise Equipment. CPEs are routers or switches deployed at the Customer Site to provide connectivity to Megawire Dedicated Internet. CPEs represent the edge of the Customer Site's local area network and are not part of the Megawire Internet Services local access or network.
- 1.7 Mean Time to Repair (MTTR)** – means the average length of time it took to repair a particular Customer access during a specific month. MTTR metrics are measured solely against outages on access elements. Access encompasses all elements from (and including) the PE router to the designated Megawire or third party demarc on the Customer Site. CPEs are not designated to be part of the access. MTTR metrics are based solely on Access Outage Time statistics collected by the Megawire Trouble Reporting System (TRS).

MTTR is calculated as follows:

Total amount of validated Access Outage Time (in minutes) during a specific calendar month as measured by Megawire and Megawire trouble tickets (not including maintenance and planned outages), divided by the total number of outage incidents on a particular Customer access during a specific calendar month, and divided by sixty (60) (for hours).

- 1.8 Network Availability** – means the percentage of time during a specific calendar month, that the Core Network was available to pass traffic. Network Availability is based on ticket information from the Megawire Trouble Reporting System:

Megawire continuously monitors each Network Node for availability. If an Out of Service condition is detected on a specific Network Node, the Core Network will be deemed to be unavailable for the length of the outage. Network Availability is calculated as the total number of minutes that the Core Network was unavailable during a specific month, divided by the total number of minutes in the specific month, multiplied by hundred (100) (for the percentage).

- 1.9 Network Node** – means the primary nodes on the Core IP Network with dual redundant P routers.
- 1.10 No Trouble Found** – means Megawire Customer reports a problem that cannot be duplicated by Megawire, after reasonable efforts to do so. For example, a Customer reports an Out of Service condition, but Megawire sees its service up and active with no evidence of a recent outage.
- 1.11 Out of Service** – When a specific Customer access is unable to transmit or receive data, an “Out of Service” condition will be recorded for the specific Customer access in the Megawire Trouble Reporting System. Following Customer notification, an Megawire technician will validate the outage and will manually declare an Out of Service condition in the Megawire Trouble Reporting System.
- 1.12 95th Percentile Billing Method** – Megawire polls the Customer’s Megawire Internet Services approximately every five (5) minutes and collects two data points, transmitted data and received data. This data is collected throughout the Customer’s billing cycle. The higher of either the transmitted or received data for a particular billing cycle is sorted from highest to lowest and the top five percent of samples are discarded. The highest remaining sample (i.e. 95th percentile sample) is taken as the sustained rate (rounded to two decimal places) and this number minus the original contracted commitment is used to determine the overage amount, if any. If the Customer does not burst over the minimum committed rate, there are no additional usage charges



**MEGAWIRE MASTER
CARRIER SERVICES SLA**

**Service Description:
Megawire Connectivity Service**

The Parties, by their duly authorized representatives acknowledge having reviewed and understood the terms and conditions set out herein, and agree to being bound by this Megawire Internet Service Description attachment to the Master Carrier Services Agreement.

Megawire Carrier Services
Per: _____
Name
Title
Date
Per: _____
Name
Title
Date

Customer –
Per: _____
Name
Title
Date