

SCHEDULE 1

**TERMS AND CONDITIONS OF
VIEWQWEST INTERNET ACCESS SERVICE LEVEL AGREEMENT (METROETHERNET)**

1. Scope of Coverage
 - 1.1 Viewqwest shall use diligent efforts to ensure that the performance and quality of the Services shall be in accordance with the standards described herein and in relation only to the scope of coverage as set out in this Clause 1.
 - 1.2 The Service Levels set out in this Schedule are applicable only to Viewqwest's network and covers Services failures directly related to the Customer's access port; the router to which the Customer's access port is connected; and any network transport on Viewqwest's network. Viewqwest's border router will serve as the point of demarcation for coverage.
 - 1.3 The scope of coverage of the Service Levels excludes, without limitation, all other public Internet backbones and networks, any server on the Internet, customer premise equipment, local access Services, and packet delivery to the Internet.
 - 1.4 Any fault, interruption, or performance degradation of the Services shall not constitute a breach of a Service Level if caused by any of the following events:
 - a. failure of commercial power supplies;
 - b. failure in public network facilities to which the Services may be connected;
 - c. solar or atmospheric conditions (applicable to Services provided through satellite facilities);
 - d. planned outages for which a reasonable notice is given to the Customer;
 - e. access equipment provided by the Customer;
 - f. the Customer does not release the Services for maintenance;
 - g. weather constraints which include but are not limited to thunderstorms, black rain storms, typhoon warnings and any other weather conditions which may affect the safety of Viewqwest's staff carrying out repair or restoration duties;
 - h. Force Majeure event;
 - i. temporary installations;
 - j. any suspension of the Services in accordance with Viewqwest's General Terms and Conditions; or
 - k. interruption of the Services agreed between Viewqwest and the Customer.
2. Standards
 - 2.1 Network Availability and Outage
 - 2.1.1 Viewqwest will aim to provide monthly network availability of 99.99% within the scope of coverage and restore the Services within 40 minutes of a fault, should it be determined as Viewqwest's responsibility.
 - 2.1.2 The Customer is entitled to Credit for Outage exceeding 40 minutes per fault. Outage means an occurrence of Services breakdown beginning with the date Viewqwest is notified by the Customer by means of the Customer's fault report or when it is first detected in Viewqwest's management network system, whichever is earlier. Outage shall end upon the Customer being notified by Viewqwest of the restoration of the Services.
 - 2.1.3 The Customer may be entitled to the Credit if Viewqwest fails to restore the Services within 40 minutes as described above. The Customer is not entitled to the Credit where the duration of an Outage is 40 minutes or less or where the combined duration of several Outages in one day does not exceed one hour.

2.1.4 The amount of Credit shall be calculated as follows:

Length of Outage	Amount of Credit
40 minutes or less	None
41 to 239 minutes	Monthly outage x $\frac{\text{Monthly Charges}}{720 \text{ hours} \times 60 \text{ minutes}}$ Minutes
240 to 479 minutes	1 day's prorated portion of the monthly Charges
480 minutes or more	3 day's prorated portion of the monthly Charges

3. Claiming of Credits

- 3.1 Credits given under this Schedule shall be Customer's sole and exclusive remedy for any Outage or fault, interruption, or performance degradation of the Service failure by Viewqwest to meet any standards or quality in performance in the provision of the Services.
- 3.2 Credits shall be calculated by reference to the records held by Viewqwest which shall be conclusive evidence of the level of Services provided by Viewqwest.
- 3.3 Residual Credits shall not be carried over to subsequent years or subsequent periods (as the case may be).
- 3.4 Viewqwest shall not be liable for any Credit in any case where the claim for credit is not presented by the Customer to Viewqwest within 90 Days after the date on which the interruption or failure in Services occurred.
- 3.5 For the purposes of calculating the amount of Credit, the monthly Charges are deemed to cover 30 calendar days or 720 hours.
- 3.6 The Customer may receive no more than one Credit for the 24 hour period beginning with the Customer's fault report to Viewqwest or when the Outage becomes apparent in Viewqwest's management network system, whichever is earlier, even if more than one Outage occurs during that period. The Customer's total Credit in any contract year shall not exceed the Charges for 30 days.
- 3.7 To qualify for any credit, Customer must have a current and valid subscription for the Services directly with Viewqwest and must have an account in good credit status with Viewqwest. Viewqwest will not provide any credits to customers that have purchased or acquired Services through a reseller, distributor, or indirectly through any other company. Credits will not apply to any Viewqwest Professional Services, custom services, or to charges for services other than the Monthly Fee for the Services for which this Commitment was not met. Customers with subscriptions for more than one Service will not receive credits for unaffected Services. Customer's account shall not be credited more than once per month under this Service Level Agreement. This is the sole and exclusive remedy if Viewqwest does not meet the commitments set forth in this Service Level Agreement.

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