



Service Level Agreement and Product Description

Dedicated Internet Services

The following service level agreements are for our DIA (Dedicated Internet Access) services only. These do not apply to any other internet service plans offered by Zeta Broadband.

I. Product Description

Internet Services

Zeta offers a comprehensive suite of high-quality, high-speed Internet options -- Ethernet connections from 10Mbps ports to 1Gbps ports. Internet Services are high capacity, full duplex, Internet Protocol ("IP") Services connecting the Customer's network to Zeta's Internet backbone. Internet Services are comprised of two service elements -- Internet Access (bandwidth) and Internet Transport (port).

Ethernet Internet Services

Ethernet 100Mbps – Minimum of 10Mbps to 50Mbps in 10Mbps increments, 50Mbps to 100Mbps in 25Mbps Increments

Ethernet 1Gbps - 100Mbps to 300Mbps in 50Mbps increments, 300Mbps to 1Gbps in 100Mbps increments

Ethernet 10Gbps – 1Gbps to 10Gbps in 500Mbps increments

Available Features:

- Primary DNS Cache
- Secondary DNS Cache
- IP address space with proper justification
- 8x5 trouble shooting (excludes Customer 's equipment), with 24x7 emergency support
- Online bandwidth utilization reports
- BGP peering

Available Services at an additional charge:

- Managed Router Service
- Managed Firewall
- Shared Web/E-mail Hosting

Additional Terms and Conditions

Usage. Customer will not originate the transmission of or store material in violation of any Federal or state laws or regulations, including, but not limited to, obscenity, indecency, defamation or infringement of trademark or copyright. Customer must comply with Zeta's IP policy and Acceptable Use Policy at <http://www.zetabroadband.com/policy/>; either may be reasonably modified from time to time.

II. Service Level Agreement

Network Availability

Zeta's Internet Services will be available to Customer at least 99.99% of the time in a calendar month ("Network Availability"). Network unavailability occurs during a Service Outage. Upon Customer's request, Zeta shall issue credits for each Service Outage, calculated by multiplying the percentage specified in the table below by the MRC for the non-performing Service.

Duration of Service Outage	Percentage Credit
Less than 5 minutes (99.99% availability)	No Credit
5 minutes up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

Network Latency

Zeta measures network latency with respect to average round-trip transmission on its Network each month. Network latency calculations for Internet Services are made between designated points of presence ("POPs"). Upon Customer's request, Zeta shall issue credits for Zeta's failure to meet the Network Latency metrics specified below, and such credits will be calculated by multiplying the percentage specified in the table below multiplied by the MRC for the non-performing Service.

Network Latency Metrics	Percentage Credits
0.00 to 50.00 ms	No Credit
50.01 to 60.00 ms	5% of the MRC
60.01 to 70.00 ms	10% of the MRC
70.01 to 80.00 ms	15% of the MRC
80.01 to 90.00 ms	20% of the MRC
100.01 to 110.00 ms	35% of the MRC
110.01 ms or greater	50% of the MRC

Packet Delivery

Zeta measures packet delivery on its Network on a monthly basis. Packet Delivery is determined by averaging sample measurements taken each calendar month between Zeta's designated POPs. Upon Customer's request, Zeta will issue credits for Zeta's failure to meet the Packet Delivery metrics specified in the table below, and such credits will be calculated by multiplying the percentage specified in the table by the MRC for the non-performing Service.

Packet Delivery Metrics	Percentage Credits
99.9% or greater	No Credit
99.5% to 99.8%	5% of the MRC
99.0% to 99.4%	10% of the MRC
98.0% to 98.9%	15% of the MRC
97% to 97.9%	20% of the MRC
96% to 96.9%	35% of the MRC
Less than 96%	50% of the MRC

Performance metrics are available upon Customer's request.