



Services Corporation Services Agreement

Internet Connections/Data Connections/Metro Connections Terms and Conditions

In addition to the Terms and Conditions set forth on the back of the Service Agreement by and between Customer and ZettaLync, Customer hereby agrees and understands that the following terms and conditions shall also apply when Customer uses any of ZettaLync's Internet Services, including Internet Connections, Data Connections, and Metro Connections suite of products.

ZettaLync's Responsibilities:

Access Circuit- ZettaLync will provision a telecommunications circuit for Internet Access Service, from the demarcation point to ZettaLync's nearest or approved point of Presence (POP). Circuits are provisioned from ZettaLync or from third-party local exchange carriers and are based on availability. ZettaLync will order the circuit to be terminated at the demarcation point at Customer's site unless Customer instructs ZettaLync otherwise. Customer will be responsible for any fees charged by the local exchange carrier for the extension of the circuit to another location.

IP Address Allocation and Support- ZettaLync will allocate address space to Customer for the duration of this Agreement, Under ARIN recommendations; ZettaLync will not permit portability of ZettaLync IP address space. ZettaLync will route IP address networks attained directly from ARIN, however, ZettaLync will not route IP address networks that Customer were assigned from another ISP, except when Customer is dually homed between that particular ISP and ZettaLync. ZettaLync will not provide reverse resolution for more than five/24 IP addresses issued to Customer by ARIN, or for any IP address owned by another ISP. ZettaLync will not provide private IP address subnets (RFC-1918 space) as set aside by the Internet Engineering Task Force (www.ietf.org). Customers are responsible for doing their own RFC-1918 allocation within their own network.

Primary and Secondary DNS Support- ZettaLync will only provide Primary or Secondary DNS to those customers that have a contractual agreement with ZettaLync for such Services. ZettaLync will not provide Primary or Secondary DNS for ISPs, web hosting providers, or other telecommunications providers.

Service Activation- Internet Access Service Implementation will be complete and billing will begin when any of the following applicable criteria have been met:

- Any ZettaLync supplied CPE is installed and operational
- IP connectivity to the Internet (including routing outside ZettaLync's network exists)
- ZettaLync Network Operations verifies IP routing through a trace-route test, via the CPE router
- If ZettaLync registers a domain on Customer's behalf, Customer's domain is registered with Network Solutions or other applicable registrar.
- ZettaLync supplied Primary and/or Secondary DNS are operational for Customer's domain
- Any required packet filtering has been installed in the CPE router

Billing will not be delayed if, for any reason, any act or omission by Customer causes a delay in the provision of services.

Management and Monitoring- ZettaLync will be responsible for the on-going management and troubleshooting of all components up to the demarcation point 24 hours a day, 7 days a week. ZettaLync shall be responsible for all configuration, management, and troubleshooting up to the demarcation point. Customer shall be responsible, and shall hold ZettaLync harmless from, any defect, failure or problem arising from beyond the demarcation point, including all equipment, cabling, software, configuration, and management.

The demarcation point is defined as either the ZettaLync supplied CPR in the case that Customer is leasing CPE from ZettaLync, or in the case Customer supplies their own CPE or has purchased the CPE from ZettaLync, the physical demarcation of the applicable circuit.

Packet Filtering- Performance measurements or specifications under this Agreement do not apply to packet filtering, which are not guaranteed.

The demarcation point for these Services is the established main demarcation point for the telecommunications access circuit at Customer's site. Extended demarcation to another location at Customer's site may be available at an additional charge which Customer must pay in advance.

Customer's Responsibilities:

Customer provided information- In order to appropriately activate and maintain Customer's service; Customer must provide ZettaLync with the following information in a timely manner. Customer on or off-site contacts) including escalation lists and off-hours contacts); and all technical information reasonably required by ZettaLync to perform Fusion's responsibilities.

Security- Customer must make any and all provision for establishing proper security for Customer's internet or data access service.

Management and Monitoring- Customer is responsible for managing the equipment located on the LAN side of the router ("LAN Environment). If ZettaLync isolates a problem beyond the demarcation point, as defined above, Customer shall be solely responsible for fault resolution and completion. Customer shall have no remedy or claim for service outages or degradations resulting from any actions beyond the demarcation point. If Customer supplies its own CPE, Customer shall ensure that its equipment meets ZettaLync's hardware and software configuration guidelines. Customer shall be responsible for configuration, monitoring, and maintenance of all CPE after initial installation. ZettaLync shall provide initial configuration of CPE purchased from ZettaLync, however, Customer shall remain responsible for ongoing configuration monitoring, and maintenance, unless router maintenance services are set out in Customer's Service Order Form. Customer agrees to hold ZettaLync harmless from any and all damages, claims, or liability immediately upon the effective date of the termination or other transfer of the CPE to Customer.

IP Address- ZettaLync shall allocate address space during the installation process. It is required that documented justification be submitted to ZettaLync prior to the allocation of address space. The number of IP addresses allocated will be based on RIN guidelines and will have no impact on Customer's agreement to accept Service. If Customer requires address space larger than a /23 (2 Class C Address Blocks) for initial allocation, or if customers allocated address space over a 1 year period exceeds a /22 (4 Class C Address Blocks), Customer must petition ARIN for their own direct allocation. Upon termination Customer shall be required to forfeit any allocated address space given to customer by ZettaLync to ZettaLync, and provide ZettaLync with authorization to release Customer's address space.

Network Performance Measurements:

ZettaLync endeavors to maintain the following network service measurements:

	Internet	Frame	ATM
Availability	99.999%	99.999%	99.999%
Median round-trip latency	60 milliseconds	100 Milliseconds	100 milliseconds
Packet Loss	0.5%		
Delivery Rate		99.9% CIR 99% non-CIR	99.9% SCR 99% non-SCR

Internet Availability is defined as the ability for ZettaLync's customers to exchange traffic from their network, across ZettaLync's network to ZettaLync's Internet peering points. Frame and ATM availability only covers InterLata Services and includes on-net ports and PVC's. Internet, Frame and ATM availability are all measured from the point of egress on ZettaLync's network. Availability of access through the CPE is not guaranteed unless ZettaLync provides Managed Router or Managed Firewall service, in which case availability of access through the CPE is guaranteed under the terms of the

Managed Router or Managed Firewall service. Availability of access through the local loop to ZettaLync's network is not guaranteed, unless ZettaLync provides the local loop entirely on ZettaLync's own facilities.

Median round-trip latency- Fusion uses "median" rather than "mean" (average) because it provides a more accurate network performance parameter that is not affected by performance anomalies. The median number will be determined by evaluating samples taken throughout the calendar month, measuring the round-trip times within the ZettaLync Network.

Average packet loss will be calculated by evaluating samples taken from tests run between ZettaLync's network core hubs over the course of a calendar month.

Not applicable to 1) PVC's with CIR/SCR less than 25% of port speed or 2) port oversubscribed by more than 200%

Outage Credits

Customer will be eligible to receive a credit for any outages that Customer experiences due to unavailability of the Service or when the Customer experiences more than 20% packet loss within ZettaLync's network. In order to receive an outage credit Customer must open a trouble ticket with Customer Care. Credits will be given based upon the outage time recorded in the applicable trouble ticket. Customer will be eligible for a credit on Customer's invoice based upon the following schedule: if the outage is greater than 20 minutes, but less than 4 hours, Customer will be eligible for a credit equal to the value of one days' Service; if the outage is for greater than 4 hours in duration, Customer will be eligible for a credit equal to the value of two days' Service. The maximum credit available in any calendar month is 50% of the monthly recurring charges for the affected Service. Customer will not receive outage credits attributable to 1) planned, scheduled or routine maintenance; 2) any Customer-owned or -ordered telephone company circuits; 3) Customer's local loops; 4) a fault in Customer's applications, equipment, or facilities; 5) acts or omissions of Customer, or any user of the service authorized by Customer; 6) reasons of Force Majeure (as defined in the General Terms and Conditions of the Service Agreement); or 7) any internet access or related problems beyond the demarcation point of ZettaLync's Internet peering points. This shall be Customer's sole and exclusive remedy and ZettaLync's sole obligation with regard to any outage unless otherwise expressly noted in the Agreement.

Requesting a Credit- To receive a credit, Customer must contact ZettaLync's Customer Care Center within five (5) days of the outage, and provide the Customer Care representative with the following information:

1. Customer's company name;
2. Sufficient information which will allow ZettaLync to contact Customer
3. The date(s) and duration(s) of events and
4. The ZettaLync trouble ticket number customer has been given by ZettaLync Customer Care that was associated with the outage.

Upon ZettaLync's determination that an outage took place, customer will receive the appropriate outage credit.