MPLS IPVPN Service
SERVICE LEVEL AGREEMENT

       This Service Level Agreement (SLA) sets forth certain Service Levels (as described in Sections 1 through 6 below) for Customer's MPLS IPVPN Service. The Service Level Agreement and applicable credits described herein will apply to Customer's MPLS IPVPN Service as more particularly described herein.

NOW, THEREFORE in consideration of the foregoing premises and mutual promises and covenants of the parties hereto, the receipt and sufficiency of which is hereby acknowledged, Intelletrace and Customer agree to amend the Agreement as follows:

1. Multi-Protocol Label Switching Internet Protocol Virtual Private Network Service, attached hereto, shall be added and shall apply from and after the Effective Date of this Attachment.

2. Except as specifically amended herein, all terms, conditions and provisions contained in the Agreement shall remain unchanged and in full force and effect.

3. This Attachment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Facsimile and electronic signatures shall be deemed original signatures.

This MPLS IP VPN Service Level Agreement ("SLA") is part of the agreement under which Intelletrace provides Service to Customer and which incorporates this SLA (the "Agreement").

1. SERVICE DESCRIPTION. Multi-protocol label switching internet protocol virtual private network Service ("MPLS IP VPN Service") provides a wide area networking solution that combines the reach and flexibility of an IP based service with the security, reliability, and performance of a private network, both in the 48 contiguous United States ("Domestic") and internationally ("International"). MPLS IP VPN Service supports Customer's intranet, extranet and remote access connectivity needs.

2. AVAILABILITY GUARANTEE. Intelletrace agrees to have the network available 99.9% (<44 minutes total "**Network Unavailability**") of the time (the "**Availability Guarantee**"). Upon Customer's request, Intelletrace will calculate Customer's "Network Unavailability" (as defined herein) in any calendar month. For purposes of this Addendum, "**Network Unavailability**" consists of the number of minutes that the Underlying Carrier network (or an Intelletrace-ordered telephone company circuit within the contiguous 48 United States) was not available to Customer. Network Unavailability does not include unavailability continuing for an hour or less which Customer fails to report to Intelletrace within five days, or any unavailability resulting from: (a) the Underlying Carrier or Intelletrace network maintenance; (b) any Customer-ordered telephone company circuits; (c) Customer's applications, equipment or facilities; (d) acts or omissions of Customer, or any use or user of the service authorized by Customer; or, (e) Force Majeure events (as defined in the applicable Product and Service Agreement). For the first two hour period (or part thereof) of Service Unavailability in excess of the Availability Guarantee, Intelletrace will credit the Customer ten percent (10%) of the applicable MRC for the applicable month for all affected customer ports. For each successive one hour period or (part thereof) of Network Unavailability in excess of that two hour period, Intelletrace will credit the Customer five percent (5%) of the applicable MRC not to exceed 25% of the total MRC for the applicable month (referenced in section 5.4 below) for all affected customer ports.

3. LATENCY GUARANTEES. Intelletrace guarantees average (in a calendar month) roundtrip latency between the Internet access routers on the Underlying Carrier Network of no more than the latency figures below.

Table 1: Network Performance Commitments

Measurement Region	Committed Network RTD	Committed Network Packet Loss
North America Network	Less than or equal to 50 ms	0.1%
Europe Network	Less than or equal to 35 ms	0.1%
Asia Network	Less than or equal to 105 ms	0.1%
South Pacific Network	Less than or equal to 70 ms	0.1%
Europe to North America	Less than or equal to 80 ms	0.1%
Japan to North America	Less than or equal to 130 ms	0.1%
Hong Kong to North America	Less than or equal to 190 ms	0.1%
India to North America	Less than or equal to 300 ms	0.1%
South Pacific to North America	Less than or equal to 210 ms	0.1%
Latin America to North America	Less than or equal to 135 ms	0.1%
Hawaii to Continental United States	Less than or equal to 85 ms	0.1%

3.1 Definition & Measurement: Latency is measured between access and egress ports on the Underlying Carrier IP Network (internet access routers) and does not apply to local access circuits. Latency is measured using the Underlying Carrier's network management system is the sole and conclusive measurement for the purpose of this guarantee.

3.2 Credit: If the actual monthly average roundtrip latency of the Service exceeds the parameters above, Intelletrace will credit the Customer ten percent (10%) of the applicable MRC (s) for the applicable month for the affected port (s).

3.3 Excessive Service Degradation: If, at any time, the Service experiences latency greater than three time 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 "Network Unavailability" for the purposes of Section 2 above entitling the customer to the applicable credit provided for that Section in lieu of a credit under this section 3.

4. NETWORK PACKET DELIVERY GUARANTEE. Intelletrace guarantees average (in a calendar month) success packet delivery in accordance with the parameters identified in table 1.

4.1 Definition: Packet delivery is defined as the successful delivery of packets between any two Customer ports on the Underlying Carrier IP Network transiting the Underlying Carrier IP Network.

4.2 Credit: If the actual monthly average packet delivery of the Service exceeds the parameters above, Intelletrace will credit the Customer ten percent (10%) of the applicable MRC (s) for the applicable month for the affected port (s).

4.3 Excessive Service Degradation: If, at any time, the Service experiences either packet delivery below 95.0% in North America and Europe, or 92.0% globally, periods the time for which that packet loss is experienced shall be considered a period of "Network Unavailability" for the purposes of Section 2 above entitling the customer to the applicable credit provided for that Section in lieu of a credit under this section 4.

5. CREDITS.

5.1 In order to receive a credit described in Sections 1 through 4 above, Customer must (a) immediately report a network outage and open a Trouble Ticket, and (b) make a request for a credit in writing within ten (10) days following the end of the month in which Intelletrace failed to satisfy one of the Service Level Guarantees as described above. Upon receipt of Customer's request, Intelletrace will investigate the claim and determine compliance or non-compliance under the terms described herein. Intelletrace will utilize the previous month's data, if available, or monitor the Service Level Guarantees in the following month.

When contacting Intelletrace for verification of a Service Level Guarantee, Customer must have a log for the applicable billing month reflecting the following information concerning each Service outage:

      (a) Ticket ID number.
      (b) Date and time Trouble Ticket was opened and Service restored.
      (c) Circuit ID(s) for the corresponding Service outage.
      (d) Number of impacted MPLS IPVPN ports.

5.2 Any equipment over which the customer exercises control (e.g., CPE) are excluded from the Service Level Guarantees described herein.

5.3 Major network outages affecting the entire Underlying Carrier network will be handled on an individual case basis as determined by Intelletrace. Further, any resolution will be applied in a non-discriminatory manner.

5.4 In no event will SLA credits in any calendar month exceed 25% of the total MRC's payable by Customer for the applicable Service Application (as applicable) in that month.

5.5 This SLA shall not apply and a period of Circuit Non- Availability shall not be deemed to have occurred (and a Percentage Credit not due Customer) in the event a MPLS IPVPN Service is unavailable as set forth in Section 19.1 of the Master Services Agreement.