

## **EXHIBIT B: SUPRANET SERVICE LEVEL AGREEMENT (SLA)**

We at SupraNet pledge to give our Clients the very best service level that we can offer. We treat all of our Clients with professionalism and integrity. We have created this Service Level Agreement (“SLA”) in order to give our Clients measurable expectations by which they can judge our performance, subject to the terms and conditions of the Internet Service Agreement (the “Agreement”).

### **GENERAL SERVICE LEVEL:**

1. General Business Hours Response time (Monday to Friday, 8:00 am to 6:00 pm): SupraNet shall respond to Client issues within thirty (30) minutes during business hours.
2. General After Hours Support: SupraNet will respond to general after hours support issues by 9:30 AM the following business day. After hours support will be considered billable at SupraNet’s normal consulting rate of \$180.00 per hour, or as otherwise specified in Client’s Agreement, unless SupraNet made a reasonably foreseeable error.
3. Emergency After Hours Support: For all emergency issues Client should contact the SupraNet technical staff via the SupraNet on-call pager at (608) 227-0100 or via email at trouble@supranet.net. All emergency issues will receive a response within two (2) hours of original contact time.
4. Additional Services: All work done on Client-specific issues is considered billable, unless otherwise provided in Client’s Agreement, or unless previously agreed by SupraNet and Client. Travel time and mileage are billable to Client. Mileage rate shall be billed in accordance to the standard mileage rate published by the Internal Revenue Service for the current year.

### **SERVICE LEVEL FOR INTERNET CONNECTIVITY (IP/TRANSIT) SERVICES:**

1. Latency: SupraNet is committed to providing latency to the edge of SupraNet’s network of not more than 50 milliseconds (“ms”).
2. Service Quality: SupraNet agrees to have the network connection available to the Client at least 99.99% of the time.
3. Business Continuity: SupraNet agrees to actively monitor Client’s connection to the Internet to ensure the integrity of Client’s Internet access.
4. Statistics: SupraNet agrees to provide Client with direct access to bandwidth usage statistics at my.supranet.net. These statistics will be updated at least once per day.
5. Remedy: If SupraNet fails to meet any of the above obligations for Internet Connectivity, and Client notifies SupraNet of such failure within thirty (30) days following the end of the month in which SupraNet did not meet its obligations, SupraNet shall credit Client in an amount equal to 10% of the Internet connectivity fee paid by Client for the month in which SupraNet did not meet its obligations.

### **SERVICE LEVEL FOR TRANSPORT SERVICES:**

1. SupraNet may provide Client with transport services owned by SupraNet, or may use a third party transport provider, such as Charter Business Networks or TDS. If a third party is providing services, the third party will be identified in Client’s Agreement, and the terms of the third party’s service level agreement, including any remedies for the third party’s failure to meet the service level agreement’s obligations, will govern the third party’s service. Client may request a copy of the third party’s service level agreement from SupraNet at any time.
2. The following shall apply when SupraNet is directly providing the Transport Services under the Agreement:
  - a. Latency: SupraNet is committed to providing latency to the edge of SupraNet’s network of not more than 50 ms.
  - b. Service Quality: SupraNet agrees to have the network connection available to the Client at least 99.99% of the time for a fiber transport connection, and at least 99.99% for a wireless transport connection.
  - c. Business Continuity: SupraNet agrees to actively monitor Client’s connection to the Internet to ensure the integrity of Client’s Internet access.
  - d. Statistics: SupraNet agrees to provide Client with direct access to bandwidth usage statistics at my.supranet.net. these statistics will be updated at least once per day.
  - e. Remedy: If SupraNet fails to meet any of the above obligations for its Transport Services, and Client notifies SupraNet of such failure within thirty (30) days following the end of the month in which SupraNet did not meet its obligations, SupraNet shall credit Client in an amount equal to 10% of the Transport Service fee paid by Client for the month in which SupraNet did not meet its obligations. This remedy shall not apply to Transport Services provided by a third party.

### **SERVICE LEVEL FOR COLOCATION SERVICES (does not include Virtual Colocation – see Virtual Hosting below):**

1. Service Quality: SupraNet agrees to provide reliable power to Client’s Colocated server at least 99.99% of the time.
2. Colocation Access: SupraNet agrees to provide Client with a pleasant, comfortable and secure location for Client’s Colocated server. Client may have physical access to their Colocated server by appointment during normal tech support hours (Monday to Friday, 6 a.m. to 7 p.m.). Client must contact the technical staff via the on-call number for emergency after hour appointments. Clients will be billed the normal hourly consulting rate of \$180.00 per hour, or such other rate specified in Client’s Agreement, for all after-hours appointments, unless previously agreed by SupraNet and Client.
3. Maintenance: SupraNet agrees to provide two (2) hours per month of Colocation maintenance with any standard Colocation agreement. Additional hours of maintenance may be purchased at the normal consulting rate of \$180.00 per hour, or such

other rate specified in Client's Agreement. SupraNet shall bill client for any maintenance or consulting over two (2) hours per month and for services not included in the monthly Colocation Maintenance.

Items included in monthly Colocation Maintenance (up to two (2) hours per month):

- 24/7 Service Monitoring;
- User and general system administration;
- DNS changes;
- Installation of critical patches and updates (MS Updates and Cert Advisories) at Client's Request;
- Basic troubleshooting for outages during normal office hours.

Items **not** included in monthly Colocation maintenance:

- Operating systems upgrade;
- Tape rotation (this service is available for purchase);
- Software installation;
- Hardware replacement;
- Advanced troubleshooting for outages after normal business hours.

4. Remedy: If SupraNet fails to meet any of the above obligations for Colocation Services, and Client notifies SupraNet of such failure within thirty (30) days following the end of the month in which SupraNet did not meet its obligations, SupraNet shall credit Client in an amount equal to 10% of the Colocation service fee paid by Client for the month in which SupraNet did not meet its obligations.

SERVICE LEVEL FOR VIRTUAL HOSTING/COLOCATION SERVICES:

1. Service Quality: SupraNet agrees to provide reliable power to Client's virtual server at least 99.99% of the time.
2. Maintenance: SupraNet agrees to provide **one (1) hour** per month of Virtual Hosting maintenance with any standard Virtual Hosting contract. Additional hours may be purchased at the normal consulting rate of \$180.00 per hour, or such other rate specified in Client's Agreement. SupraNet shall bill client for any maintenance or consulting over one (1) hour per month and for services not included in the monthly Virtual Hosting Maintenance.

Items included in monthly Virtual Hosting Maintenance (up to one (1) hour per month):

- 24/7 Service Monitoring;
- User and general system administration;
- Installation of critical patches and updates (MS updates, and Cert Advisories) at client request;
- DNS changes;
- Basic troubleshooting for customer hardware or software issues not caused by SupraNet or SupraNet's providers or equipment during normal office hours.

Items **not** included in monthly Colocation maintenance:

- Operating system upgrades;
- Software installation;
- Advanced troubleshooting for customer hardware or software issues not caused by SupraNet or SupraNet's providers or equipment after normal business hours.

3. Remedy: If SupraNet fails to meet any of the above obligations for Virtual Hosting Services, and Client notifies SupraNet of such failure within thirty (30) days following the end of the month in which SupraNet did not meet its obligations, SupraNet shall credit Client in an amount equal to 10% of the Virtual Hosting service fee paid by Client for the month in which SupraNet did not meet its obligations.

SERVICE LEVEL FOR WEB HOSTING SERVICES:

1. Service Quality: SupraNet agrees to provide a reliable connection to Client's website at least 99.99% of the time.
2. Latency: SupraNet is committed to providing latency of not more than 50 ms to the edge of SupraNet's network.
3. Bandwidth: SupraNet shall provide Client with the amount of bandwidth stated in Client's Agreement. SupraNet cannot guarantee the availability of additional bandwidth over and above the amount stated in the Agreement.

SERVICE LEVEL FOR EMAIL HOSTING SERVICES:

1. Service Quality: SupraNet agrees to provide a reliable connection to Client's email services at least 99.99% of the time.
2. Latency: SupraNet is committed to providing latency of not more than 50ms to the edge of SupraNet's network.
3. SupraNet provides 2GB of space per mail account with our standard mail-hosting contract.

SERVICE LEVEL TERMS FOR SPAM AND ANTI-VIRUS MAIL FILTERING:

1. SupraNet installs third-party anti-SPAM software. This software is configured to check all incoming messages according to the SPAM-detecting heuristics provided with the software. As part of the SPAM filtering service, the heuristics are updated regularly. SupraNet is not responsible for loss of corrupted messages due to SPAM filtering.
2. SupraNet installs third-party anti-virus software on its mail filtering system. The software is configured to check all incoming messages. Outgoing and messages between mailboxes are not scanned. As a part of the anti-virus filtering, the heuristics are updated regularly. If a virus is detected, the message is deleted. No notification is sent to either the recipient or sender of the message. SupraNet advises you to use up-to-date, local anti-virus software. SupraNet is not responsible for

infection of end-user devices or lost or corrupted messages due to the anti-virus software running on our SPAM filtering system.

3. SupraNet does not store copies of email messages after they have completed the filtering process and have been successfully forwarded to the recipient. Messages that are blocked by the filters are either deleted or stored in a quarantined mailbox until the Client manager makes a decision to delete or forward the message.
4. Client understands that SPAM filtering services by SupraNet in NO WAY GUARANTEES 100% elimination of Client's SPAM or Email Viruses.

SERVICE LEVEL FOR SECUREON™:

1. Service Quality: SupraNet agrees to provide a reliable connection to Client's business location at least 99.99% of the time.
2. Latency: SupraNet is committed to providing latency of not more than 50ms to the edge of SupraNet's network.