

**Service Level Agreements of Centurion Systems, Inc.**  
**1408 Live Oak Rd.**  
**Castle Rock, CO 80104**  
**USA**

Service Level Agreements (collectively "Centurion SLAs").

1. Satisfaction SLA:

- a. **Performance Criteria:** If, by or before the ninetieth day after the Effective Date of the Agreement ("Satisfaction Period"), the Customer is not 100% satisfied with the Availability, as defined in Section (2)(a) below; Performance, as defined in Section (4)(a) below; and Throughput, defined as the full and consistent ability to use the Mbps of bandwidth purchased by the Customer from Centurion in the form of Centurion Service, (collectively, the "Performance Criteria") then Customer may provide written notice to CENTURION identifying the affected Centurion Service and documenting how the Centurion Service is not meeting the Performance Criteria. CENTURION shall have thirty days from receipt of the notice to cure the problem.
- b. **Compensation:** If CENTURION does not (a) provide documentation to demonstrate that the Centurion Service is meeting the Performance Criteria or (b) does not cure the Centurion Service such that it demonstrably meets the Performance Criteria, then Customer may provide written notification to CENTURION of its intent to terminate the Centurion Service under this Satisfaction SLA. Such termination shall be effective as of the tenth business day after CENTURION receives the termination letter from the Customer ("Centurion Termination Date") and Customer's use of the applicable Centurion Service(s) shall be disconnected as of the Centurion Termination Date.

2. Centurion Availability SLA:

- a. **Performance Criteria:** The Centurion Services will be available to the Customer Equipment 100% of the time. "Availability" is defined as the ability to successfully transmit data packets. "Centurion Unavailability" consists of the number of minutes that the Centurion Service was not Available to the Customer Equipment, but will not include unavailability (a) continuing for an hour or less which Customer fails to report to CENTURION within four days; (b) any unavailability resulting from (i) Network maintenance by CENTURION or by an internet backbone provider of which Customer has received at least twelve hours advance notice, (ii) Customer's applications, equipment, or facilities, (iii) acts or omissions of Customer, or any use or user of the service authorized by Customer or (iv) reasons of Force Majeure, as defined in the IDC Agreement. In order to receive the 100% Availability guarantee, the Customer Equipment must be connected to both ports provided by CENTURION on the Centurion distribution routers/switches.
- b. **Notification:** CENTURION will use reasonable efforts to inform customer, via telephone or e-mail or other immediately available mechanism selected by CENTURION, within fifteen minutes after any Centurion Unavailability.
- c. **Reporting Methods:** CENTURION will provide to Customer a report showing the start time, stop time, and duration of Centurion Unavailability no later than fifteen calendar days after the end of each month. The Centurion

Availability rate for any month will be calculated as a fraction, the numerator of which shall be the total number of minutes in that month without Centurion Unavailability and the denominator of which shall be the total number of minutes in that month.

- d. **Compensation:** If CENTURION fails to meet the Centurion Availability Performance Criteria at any time within any month, CENTURION will credit Customer's bill for two-thirtieths (2/30) of the Customer's Centurion recurring monthly fee for each cumulative hour, or portion thereof, of Centurion Unavailability in that month, up to a maximum of the Customer's contracted monthly service fees for Centurion Service.

### 3. Performance SLA:

- a. **Performance Criteria:** Centurion provides Internet connectivity at a rate of not more than 40 milliseconds (ms) average roundtrip delay on the CENTURION Internet Network. The CENTURION Internet Network starts with CENTURION's Internet connectivity equipment, continues through the local connectivity, and ends at the first available router of each ISP (BGP neighbor). An average roundtrip delay is calculated over a 24-hour period beginning at 12:01 AM each day. CENTURION reserves the right to remove an Internet Service Provider as BGP neighbor and reroute to another BGP neighbor if the initial BGP neighbor is experiencing performance issues that affect or may affect Customer's Centurion Services performance. The removal of and re-routing to another BGP neighbor will not be calculated within the average roundtrip delay calculation described herein.
- b. **Reporting Methods:** CENTURION provides a near real-time report currently located at <https://secure.centsi.com>, which displays roundtrip ping times to the first router in each of CENTURION's ISP backbones. Please note the <https://secure.centsi.com> URL is subject to change and CENTURION will reasonably in advance inform Customers of any such change.
- c. **Compensation:** If CENTURION fails to meet this Centurion Service Performance criteria, CENTURION will issue a credit to the Customer on the next monthly invoice in an amount equal to the pro-rated charges for one day of the Centurion Service recurring monthly fee for each 24-hour day in which the performance guarantee is not achieved