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North Vancouver BC V7P 2S4
Canada

Service Level Agreement

1. General Overview

IDS Internet Dispatch Services Ltd (IDS), in the interest of building a strong business relationship, is pleased to provide a Service Level Agreement (SLA) for their Customers.

2. General Definitions

“IDS Network” includes the following components that make up our network: gateway routers, core routers, aggregation routers, access routers, and connectivity to the Internet from the backbone. Also included is any equipment, components or elements, owned, installed or managed by IDS.

“24/7/365” means Seven days a week, 24 hours a day, 365 days a year.

“Month” = Number of days in a calendar month.

“Site(s)” means the Customer address or location.

3. Service Level Principles

The principles under which IDS shall provide this Service Level Agreement (SLA) to the Customer are as follows:

- Service Credits to the Customer are designed to demonstrate IDS’s willingness to partner with the Customer to deliver the service at or above the Service Level.
- The Customer must request Service Credits in writing within 30 days of the last day in the calendar month in which the failure occurred.
- IDS reserves the right, at any time, to change existing measurement tools or implement new measurement tools used in connection with the measurement of the Service Level Component metrics herein, provided that any such change or implementation will have the effect of meeting or exceeding the Service Level Component metrics set out in this Service Level Agreement.
- Any adjustments to the Service Level Component metrics shall only be by mutual written consent of the parties.

4. Excluded Items

- Local access facilities not supplied or sub-contracted through IDS
- The failure of Customer premise equipment (including but not limited to routers and integrated modems) not supplied by IDS as part of the service.
- Negligence of the Customer or parties authorized by the Customer other than IDS.
- Outages due to labour difficulties, governmental orders, civil commotion, acts of God and other circumstances beyond IDS’s reasonable control.
- Problems originating outside the IDS’s Network. The Standard Service Levels cover the portion of the Service that is controlled by IDS. For example, problems beyond IDS’s interconnection at the Internet Network Access Points (NAPs) are not applicable.

- When a “build” is necessary to provide the service, or if the service is a non-standard design, the Provisioning - On-Time Delivery guarantee will not apply
- Outages due to software and hardware defects of access devices and systems not under IDS control which provide service to and from the IDS defined Internet Services
- Scheduled Maintenance between the hours of 1 am to 1:30 am Pacific Standard Time every Friday.

5. Penalties

- If IDS Internet Dispatch uptime for the month is between 99.0% and 99.5% then IDS will refund 1/5 of the monthly fee.
- If IDS Internet Dispatch uptime for the month is between 98.5% and 98.9% then IDS will refund 2/5 of the monthly fee.
- If IDS Internet Dispatch uptime for the month is between 98.0% and 98.4% then IDS will refund 3/5 of the monthly fee.
- If IDS Internet Dispatch uptime for the month is between 95.1% and 97.9% then IDS will refund 4/5 of the monthly fee
- If IDS Internet Dispatch uptime for the month less than 95% then IDS will offer a FULL refund for the month and the customer may end their contract without penalty.

IDS

By: Gordon More

Title: Director of Sales

Date: April 30, 2008

