This agreement represents the complete Service Level Agreement (called the "SLA") and understanding between Viva Networks Inc. ("Viva Networks") and the Customer, regarding the availability of any satellite service provided by Viva Networks or its suppliers, and supersedes any other written or oral agreement between Customer and Viva Networks. At any time, Viva Networks may modify these terms and conditions effective immediately after notification to the Customer.

Definitions:

Standard Service: A Satellite Service delivered, maintained and/or operated by Viva Networks and its sub-contractors and suppliers.

1. SERVICES COVERED UNDER THIS AGREEMENT

- All remote site satellite transmit & receive services
- All hub/teleport satellite transmit & receive services
- Internet service up to Viva Networks' ISP Central Office (CO)
- Dedicated terrestrial circuits to Customer premises provided by Viva Networks

2. AVAILABILITY GUARANTEES

The following outlines the availability guarantees for Viva Networks' satellite services:

Availability %	Allowed Downtime per month
99.7%	130 minutes

In the event that we exceed these targets we will credit the customer 2 times the prorated hourly cost of the service based on a 720 hour month and not to exceed the total cost of the effected service in a calendar month.

The percentages are based on the cumulative uptime records (recorded in Viva Networks' monitoring application) being compared to the total time within the given calendar month. All requests for credit must be submitted to Viva Networks by email and must be sent to billing@Viva.ca within 15 days of the end of the month in which the downtime occurred.

3. REPORTING, MEASUREMENT, AND DEFINITION OF DOWNTIME

All downtime incidents must be reported to Viva Networks' Technical Support Line 1-888-612-8482 or support@viva.ca. Viva Networks will respond within 15 minutes of an automated "down" alert from our monitoring service and 30 minutes to 1 hour from notification by Customer on weekdays between the hours of 8am-4pm across all time zones. Estimate of mean-time-to-resolution and/or action plan will be communicated to Customer within 2 hours of notification.

A ticket must be opened at Viva Networks for any outage or degradation of service. A service is considered to be "down" if the Viva Networks provided service is not able to gain access or be accessed to or from the Internet due to problems on the Viva Networks network or servers or any 3rd party network or servers used by Viva Networks to deliver the Service. It is not considered to be "down" if the service is degraded. The start time for the outage begins upon notification of the outage by the Customer to Viva Networks' Technical Support Line and ends when the affected service is restored. Any time required for testing of the service by the customer after restoration will not be considered in the outage time calculation. All compensation for downtime will be applied as a credit to your Viva Networks account. Compensation cannot be converted to a monetary payment.

4. EXCLUSIONS FROM THE SLA

4.1 Maintenance Windows. Viva Networks Communications and any of its 3rd party suppliers have regularly scheduled Maintenance Windows from time to time. Notice for work to be completed during these windows will be provided with at least 24 hours' notice. Notice of schedules maintenance will be provided to the Customer's designated point of contact by e-mail. The customer is responsible for notifying Viva Networks of any changes in the contact information. The Downtime during these scheduled maintenance windows are excluded from the SLA.

4.2 Uncontrollable Events. Service outages caused by natural disasters (including, but not limited to, fires, floods, and ice storms) war, insurrection, riot, or any other event beyond the reasonable control of Viva Networks are excluded from the SLA.

4.3 Customer Caused Outages. Any outage caused by Customer error which includes but not limited to, any software failures, operating system failures and customer hardware not properly configured, are not covered under the SLA.

4.4 Hardware failures. Any outage caused by hardware malfunctions at remote Customer sites unless the hardware determined to have caused the failure is part of an active-failover redundant configuration. Hardware in a passive or cold-standby mode are excluded from the SLA.

4.5 Public or Private IP connections not provided by Viva Networks. Any outage on IP circuits not provided by Viva Networks or outages caused by failures of internal Customer or ISP dns services will not contribute to downtime calculations under the SLA.

4.6 Customer Supplied Telco Facilities. Any service interruption caused by an outage on a customer supplied equipment or telecommunications services, including power outages is not covered under this SLA.

4.7 Incomplete Provisioning. The SLA starts at the time when the provisioning of the service is complete and accepted by the Customer.