

Glowpoint Service Level Agreement

This Service Level Agreement ("SLA") sets forth the service levels and credit policy for the Glowpoint Subscriber Network Service. The terms and conditions of this SLA are part of the Glowpoint Master Services Agreement.

For purposes of this SLA, the following terms have the meanings set forth below:

"Average Jitter" means the average variation in delay for packet transfers between Glowpoint Maintained POPs during a given calendar month, as measured by Glowpoint.

"Demarcation" is the physical or logical port or connection point where a network service is terminated into a physical port interface. Examples of a Demarcation point include a port on the interface panel of a router, a set of copper wires terminated to a telecommunications device or a logical aggregation point where a logical data path is terminated.

"Endpoint" is defined as a videoconferencing codec which can be in the form of a hardware appliance or software based codec which is used as an end user termination device for the purpose of video communications. A multipoint control unit ("MCU"), gateway gatekeeper or management terminal are not considered Endpoints.

"Glowpoint Backbone" means Glowpoint owned and operated Internet Protocol (IP) routing infrastructure consisting solely of Glowpoint points of presence ("POPs") at which Glowpoint has installed measurement devices ("Glowpoint Maintained POPs").

"Glowpoint Subscriber Network Service" means ongoing Services for which Customer pays a monthly or other periodic fee, including, without limitation, network transport services, video communication application services and Internet-based application services.

"Latency" means the average time required for round-trip packet transfers between Glowpoint Maintained POPs during a given calendar month, as measured by Glowpoint.

"Network Outage" means an instance in which no traffic can pass in or out of the Glowpoint Maintained POP through which Customer connects to the Glowpoint Backbone.

"Packet Loss" means the average percentage of IP packets transmitted between Glowpoint Maintained POPs during a given calendar month that are not successfully delivered, as measured by Glowpoint.

"Subscriber" means a Customer who has ordered a subscription to the Glowpoint Subscription Network Service.

Network:

Glowpoint provides its Customers with the use of the Glowpoint network, comprised of the Glowpoint Backbone and the Glowpoint Maintained POPs, located in strategic locations and interconnected with high bandwidth links.

Glowpoint also provides the network connection between the Customer location and the Glowpoint Backbone through a Local Exchange Carrier (LEC) in the region. This connection is commonly referred to as the "Local Loop".

Service levels for each part of the Glowpoint network are as follows:

Backbone: Glowpoint shall use commercially reasonable efforts to provide the following availability for the Glowpoint Backbone:

- Availability: 99.99%

The availability of the Backbone is calculated as follows, with the result expressed as a percentage:

$$\frac{(T - U)}{T}$$

T= Total backbone service hours within a given calendar month. For

purposes of simplicity, Glowpoint sets the total backbone service hours for each calendar month at 720.

U= Aggregate duration of all events of Network Outage, excluding any scheduled outages as communicated by Glowpoint (via email or otherwise).

Network Outage is calculated per event and applies only to the specific Customer location experiencing the problem. Network Outage is measured from the time the Customer reports the problem to the Glowpoint Service Desk to the time the Glowpoint network is once again available to the Customer.

- **Backbone Performance:** The performance of the Backbone is measured between a Glowpoint Maintained POP and any other Glowpoint Maintained POP. Glowpoint will periodically measure the Glowpoint Backbone at Glowpoint Managed POPs using software and hardware components capable of measuring traffic and responses at such Glowpoint Managed POPs. Customer acknowledges that not every POP may be covered by such measurements, that such measurements may not measure the exact path traversed by Customer's packets, and that such measurements constitute measurements across the Glowpoint Backbone but not other networks to which Customer may connect. Glowpoint reserves the right to periodically change the measurement points and methodologies it uses without notice to Customer. The Glowpoint Backbone is designed to transport Customer video data in accordance with the following performance criteria:

- Packet Loss: .01 % or less
- Continental US Latency: 50 milliseconds or less (calculated by averaging Latency between the two farthest Glowpoint Maintained POPs)
- Continental US to International Latency: 75 milliseconds or less (calculated by averaging Latency between the two farthest Glowpoint Maintained POPs)
- Average Jitter: 2 milliseconds or less

Local Loop and Access: Glowpoint provides Local Loop access to the Glowpoint Backbone by contracting with the LEC in the region. These services are provided with the assumption that the LEC use commercially reasonable efforts to provide uninterrupted service between the Customer location and the Glowpoint Backbone. Local Loop access to the Glowpoint Backbone is not subject to the Glowpoint Backbone availability service level set forth above due to various environmental and unpredictable instances outside of the control of Glowpoint and the LEC. Glowpoint shall use commercially reasonable efforts to restore Local Loop access to the Glowpoint Backbone within four (4) business hours from the time the Customer reports an outage to the Glowpoint Service Desk. **Glowpoint consistently and proactively monitors service up to the router on your premises. We provide notification to you within 15 minutes of receiving any fault notifications from the Glowpoint NMS. Proactive off-hours response will be addressed at the start of the next business day, Business hours are 8-8 eastern, M-F with emergency service available at all times.**

Customer Premises Network and Equipment: Glowpoint does not provide any guarantee of availability or performance of any network that exists beyond the Ethernet port side of the Glowpoint managed router installed at the Customer location (the "Glowpoint Demarcation"). Glowpoint maintains the availability and performance of the Glowpoint network to the Glowpoint Demarcation only. Any cabling or power problems which affect the availability and performance of the Glowpoint network, including any Customer provided cabling between the LEC Demarcation and the Glowpoint provided router, are considered Customer related issues which need to be addressed by the Customer and are not covered by the terms of this SLA.

Customer Furnished Network and Equipment: Glowpoint shall use commercially reasonable efforts to provide service for the Glowpoint network up to the Glowpoint

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Demarcation. A customer that provides its own Local Area Network (LAN), Local Loop, Wide Area Network (WAN) or any other network assumes full responsibility for those networks up to the Glowpoint Demarcation. Any equipment, such as, cabling, repeaters, network hubs, Endpoints and switches, routers, servers, or any other network device which is furnished by the Customer (the "Customer Furnished Equipment"), is the sole responsibility of the Customer to maintain and repair. The Customer acknowledges that (1) it shall retain sole and exclusive responsibility for the management and support of all such Customer Furnished Equipment and (2) if Glowpoint's troubleshooting of a problem with the Customer Furnished Equipment reveals that the Glowpoint network is functioning properly up to the Glowpoint Demarcation, Glowpoint shall charge Customer at a customary time and materials rates for any further troubleshooting that is required to rectify any problem affecting service (including any customary travel-related expenses in connection with site visits by Glowpoint personnel). Service failure, Network Outages or impedances attributed to Customer Furnished Equipment, circuits or services are not covered by this SLA.

Internet-Based Services: Some Glowpoint services provided may require the use of the public Internet, possibly in conjunction with the Glowpoint network, to properly function. Glowpoint makes no guarantee of reliability, security or performance of any services or information that traverse the public Internet. This SLA does not provide any level of service guarantee for service outages or performance when the information or services being used rely on the public Internet for transport.

Additional Services:

In connection with a subscription to the Glowpoint Subscriber Network Service (the "Glowpoint Subscription"), Glowpoint provides Customers with certain additional services, either included in the cost of the Glowpoint Subscription or subject to an additional charge. These additional services are part of the application of videoconferencing and even though they may be dependent on the Glowpoint network, they are not considered to be part of the Glowpoint Backbone. Certain geographical areas may have restrictions of availability to some of these services and are dependant upon specifics to that region. Additional services include:

Service Registration: All subscribed Endpoints must register with a Glowpoint gatekeeper or call manager/proxy in order to place and receive calls or use any services which are available through Glowpoint. Glowpoint assures this service is available for all periods of operation, excluding any scheduled outages as communicated by Glowpoint (via email or otherwise).

Gateway Services: Glowpoint provides IP to ISDN gateway services to allow Glowpoint subscribed video-conferencing systems to place and receive calls to and from the public switched telephone network ("PSTN"). This service is a shared resource that is made available to all Glowpoint Subscribers and does not guarantee or reserve any ports or bandwidth for use by any specific customer. Service availability is provided on a first come, first served basis. Calls which are either sourced from or destined to a videoconferencing device or audio device other than a Glowpoint subscribed Endpoint are not covered by the terms of this SLA and are not provided any form of guarantee of availability, call completion or performance.

Multipoint Conference Services: Glowpoint provides multipoint calling capability in two forms (collectively, the "Multipoint Conferencing Units"): (a) reservation-less multipoint conferencing known as Bridging-On-Demand ("BOD") and (b) scheduled services provided by the Conferencing Services Group of Glowpoint. Glowpoint shall use commercially reasonable efforts to provide performance of the Multipoint Conferencing Units at the video and audio quality standards currently supported by Glowpoint. Glowpoint makes no guarantee of service or video and audio quality for any videoconference call that involves a connection to the PSTN.

- BOD: Reservation-less videoconferencing services is provided as a resource to all Customers. Glowpoint shall use commercially reasonable efforts to provide availability of the BOD service for use during the entire Glowpoint Subscription period but does not guarantee the number of possible connections per conference.
- Scheduled Conferences: This service is provided at the Customer's request. Glowpoint guarantees that any accepted requests for service will be provided in full at the reserved time of the videoconference.

Network Services: Glowpoint will provide the following additional services ordered at the option of the Customer, subject to payment of additional charges:

- Video Network Management Service (VNMS): Glowpoint offers this optional service, which can be ordered for each Customer location. The service provides transport of the specific data to manage and support through the use of the Polycom Management Software, the Tandberg Management Software or another vendor application approved by Glowpoint. Glowpoint only provides transport of this information and makes no guarantee with respect to the service application. Glowpoint assures this service is available for all periods of operation, excluding any scheduled outages as communicated by Glowpoint (via email or otherwise).
- Video Traversal Service (VTS): Glowpoint provides access and use of network services or applications specific to VTS services located on the Glowpoint network to communicate with client licenses located at the Customer locations. Glowpoint guarantees that the VTS services located on the Glowpoint network will be available for the entire Glowpoint Subscription period for each Customer location, excluding any scheduled outages as communicated by Glowpoint (via email or otherwise).
- Video Call Director (VCD) Service: Glowpoint provides various call redirection services that provide advanced services for call completion. VCD services are provided to Subscribers and are made available for use on a commercially reasonable basis. Any stored information or settings are not protected against deletion by the possibility of a system failure or due to maintenance.
- IP Videocasting and Webcasting and Web Collaboration: IP videocasting and webcasting and web collaboration Services that require the use of the public Internet are not subject to any support or performance guarantees as defined under "Internet Access and Service" above. Glowpoint makes no guarantee of service availability, call completion or performance of stated services and makes them available to users on a commercially reasonable basis.
- Miscellaneous Services: Other services provided to subscribed and non-subscribed Customers are provided for use by Customer. Glowpoint will use commercially reasonable efforts to deliver those services, excluding any scheduled outages communicated by Glowpoint (via email or otherwise).

Equipment:

Customer Premises Equipment: Any equipment provided to the Customer location by Glowpoint is fully supported by Glowpoint for use by the Customer in connection with the Glowpoint Services. The list of devices included in this description includes, but is not limited to: routers, network switches, servers, software, and network or application appliances. In the event a failure occurs with any Customer premises Equipment ("CPE") provided by Glowpoint, the Glowpoint Service Desk will provide resolution by either, at its sole option, remotely servicing the device or by physically repairing or replacing the device. If the resolution requires the device to be physically repaired or replaced, Glowpoint will ship a replacement device to the Customer location to arrive no later than 12:00 noon the next business day. Customer shall replace and return the defective device to Glowpoint. Any equipment failure that does not affect the availability of the Glowpoint Demarcation for use by Customer is not a failure under this SLA. Glowpoint shall not be responsible for any damage to a Customer's internal network that results from an intrusion into that network, irrespective of the degree, if any, to which any Customer Premises Equipment is the vehicle for such intrusion. See the Master Services Agreement for additional provisions regarding Customer Premises Equipment.

Resources:

Glowpoint may provide, at its own discretion, other information and resources relating to the Glowpoint network and Services. Such information and resources are provided solely for informational purposes.

Support Services:

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Glowpoint support Services consist of technical and non technical related support. The Customer Service Desk is supported with live answered audio and video calls during the hours of operation as stated at Glowpoint's web site at <http://www.glowpoint.com/contact.aspx>. The trouble resolution process and escalation points are outlined on the Glowpoint Web site at <http://www.glowpoint.com/ContactSupport.aspx>.

Support contact information and escalation procedures and contacts can be viewed at <http://www.glowpoint.com/ContactSupport.aspx>.

Glowpoint Subscription Service Credit Policy:

Glowpoint shall provide a credit against future charges if it fails to meet any service level described herein, when such failure results in the following:

1. A Customer subscribed and registered videoconferencing system is unable to place a call to another Glowpoint subscribed and registered videoconferencing system; or
2. A Customer subscribed and registered videoconferencing system is unable to place a call to a Glowpoint provided service, such as a Multipoint Conferencing Unit; and
3. The Customer reports the problem at the time experienced to the Glowpoint Service Desk and the problem experienced is confirmed by the Glowpoint Service Desk by either testing or call detail records ("CDR") collected by Glowpoint; and
4. The problem persists for a period longer than 1 minute.

Customer shall not receive any credits under this SLA in connection with any failure or deficiency caused by or associated with:

1. Circumstances beyond Glowpoint's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption or delay in transportation, unavailability or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Glowpoint network;
2. Scheduled maintenance, emergency maintenance or upgrades;
3. False SLA breaches reported as a result of outages or errors of any Glowpoint measurement system; or
4. Customer's acts or omissions (or acts or omissions of others engaged or authorized by Customer), including without limitation: Customer's negligence or willful misconduct; Customer's improper or incorrect use of Customer Premises Equipment or services or Network Outages or service problems associated with any Customer owned, provided or furnished equipment and services; and use of the Glowpoint network or services in breach of Glowpoint's Master Services Agreement or Acceptable Use Policy.

A Network Outage credit will be provided as a percentage of the Glowpoint Subscription charge for the calendar month in which the problem was experienced and for the specific Circuit experiencing the Network Outage only, calculated pursuant to the following formula and expressed as a percentage:

$$1 - \left(\frac{T - U}{T} \right),$$

where T and U are defined as set forth in the section "Network-Backbone" above.

Example: Assuming Network Outages totaled 72 hours during a given month, Customer would receive a credit calculated as follows:

$$1 - \left(\frac{720\text{hrs} - 72\text{hrs}}{720\text{hrs}} \right) = 10\%$$

of the Glowpoint Subscription charge for the applicable Circuit for the calendar month in which the problem was experienced.

Glowpoint, at its sole discretion, may also provide a 20% premium on the Network Outage credit as a good faith gesture to the Customer. Notwithstanding anything in this SLA to the contrary, the total amount credited to a Customer in connection with Network Outages in one (1) calendar month will not exceed the Glowpoint Subscription amount for one (1) calendar month for the particular Customer location experiencing the problem plus 20%. Credits are exclusive of any applicable taxes charged to Customer or paid by Glowpoint. Credit may only be applied against fees owed to Glowpoint.

The Customer must make a request for a credit within seven days of a Network Outage and such Network Outage must be confirmed by Glowpoint's measurements. Requests for a credit shall be made to the Glowpoint Service Desk at 866-GLOWPOINT or 805-384-4255 (International).

Caveats and Assumptions:

1. **Oversubscription:** Oversubscribed Glowpoint network circuits may be subject to performance degradation. Oversubscription occurs when the total number of simultaneous calls exceeds the available circuit bandwidth. Degradation due to oversubscription is not covered by this SLA. Upon written request by Customer, Glowpoint can augment the existing Circuits to accommodate increased call capacity for an additional fee to be agreed upon by Glowpoint and Customer.
2. **Circuit Demarcation:** The Glowpoint Demarcation point(s) must be installed in the location of the Glowpoint network router. If the Glowpoint Demarcation point(s) requires extension to the location of the Glowpoint network router, the extension of the cable, provisioning of the cable, and procurement of labor is the responsibility of Customer; provided, however, that any such extension must conform to the distance limitations for the particular Glowpoint Demarcation point. Degradation due to any extension that does not so conform is not covered by this SLA. Shielded twisted pair cable is recommended for use when extending the Glowpoint network circuit.
3. **CPE Environment:** The location of any CPE is determined by Customer. The location should be suitable for the housing and operation of static and temperature sensitive computing equipment. The Service Level Agreement does not extend to the loss of service due to CPE failure resulting from poor environmental conditions. All CPE locations should be well ventilated and free of excessive dust. High voltage electrical equipment or heavy machinery should not be located in the same vicinity as any CPE.
4. **Ethernet Limitations:** The standard distance specification for Ethernet is 100 meters or 328 cabling feet from any CPE. When using Ethernet for videoconferencing, the recommended limit is 300 cabling feet from any CPE. The videoconference system should be within 300 feet (taking horizontal and vertical planes into account) of any CPE. Should these distance limitations be exceeded, alternate means of connectivity may be provided at the expense of Customer.
5. **Power and Space:** Each CPE must be provided a 120 VAC 60HZ electrical outlet by Customer. It is preferable that the outlet provide a dedicated circuit with an isolated ground and filtered power. Customer must provision enough rack or table space for any CPE listed on the Glowpoint Order Form.
6. **Cabling Requirements:** It is the responsibility of Customer to provide the in-house wiring between the CPE and the videoconference systems. The wiring should be category 5 unshielded twisted pair (AWG 22) cable or better. Poor video performance due to failure to comply with this minimum standard will not be warranted under the terms of the Service Level Agreement.
7. **Interconnection or Security Violation:** The Service provided is intended for operation as a stand alone, autonomous network. Glowpoint monitors the CPE and its use. Any unauthorized connections to other networks will, upon detection, result in the immediate shutdown of the Glowpoint network circuit and void the Service Level Agreement.

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