



Invisible Hand Services -- Service Level Agreement

Introduction to Service Level Agreement Standard



Invisible Hand Services are provided exclusively by Invisible Hand Networks, Inc. ("IHN") over its Invisible Hand Services network (the "IH Network"). The IH Network is a combination of IHN-operated equipment, servers, circuits, and other data transmission facilities. IHN has established a network availability Service Level Agreement ("SLA") that provides for the IH Network to be accessible to qualified Customers (as defined in the Invisible Hand Service Agreement) 99.9% of its operating time (the "SLA Standard").

The SLA Standard

The SLA Standard shall be measured based on the number of minutes that the IH Network was available for access as determined monthly by IHN subject to the following events which shall not reduce the calculation of IHN's achievement of the SLA Standard:

1. IH Network unavailability of 30 minutes or less; or,
2. Any unavailability resulting from: (a) scheduled IH Network maintenance, (b) circuits provided by telcos or other common carriers, (c) an external Internet Service Provider or an Internet exchange point, (d) acts or omissions of Customer or an authorized user, (e) behavior of Customer equipment, facilities or applications, or (f) acts of God, civil disorder, natural cataclysm or other occurrences beyond the reasonable control of Invisible Hand Networks.

Credit Remedy

If IHN determines that the IH Network has not achieved the SLA Standard during any calendar month, IHN, upon Customer's written request, will credit Customer's monthly invoice the prorated charges of one (1) average service day of the Invisible Hand Services fee for each cumulative hour or fraction thereof of unavailability beyond the SLA standard, up to a maximum of seven (7) days per month.

To receive a credit based on the SLA, Customer must contact IHN's customer service representative in writing within 30 days of the end of the month for which credit is requested. Service Credits shall be the sole remedy to Customer if IH Network availability falls below the SLA Standard, except that Customer shall retain all termination rights pursuant to the terms of the IHN Service Agreement. Notwithstanding anything to the contrary herein, all limitations regarding liability under the IHN Service Agreement shall apply herein.

IH Network Maintenance Notice

IHN will provide Customer a twenty-four (24)-hour notice if there is any scheduled maintenance or IH Network reconfiguration work to be performed by IHN that will impair materially IH Network availability.

Customer's Initials _____ **Date** _____

IHN Initials _____ **Date** _____