



StreamingHand Service Availability Service Level Agreement

Introduction to Service Level Agreement Standard

StreamingHand Service ("SHS") is provided exclusively by InvisibleHand Networks, Inc. ("IHN") over its SHS network (the "SHS Network"). The SHS Network is a combination of SHS-operated equipment, servers, circuits, and other data transmission facilities. SHS has established a network availability Service Level Agreement ("SLA") that provides for the SHS Network to be accessible to qualified Customers (as defined in the StreamingHand Service Agreement) 99% of its operating time (the "SLA Standard").

The SLA Standard

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

1. SHS Network unavailability of an hour or less; or,
2. Any unavailability resulting from: (a) SHS 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 SHS.

CREDIT REMEDY

If IHN determines that the SHS Network has not achieved the SLA Standard for one (1) or more consecutive hours 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 SHS service fee for each consecutive hour, 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 SHS Network availability falls below the SLA Standard, except that Customer shall retain all termination rights pursuant to the terms of the SHS Service Agreement. Notwithstanding anything to the contrary herein, all limitations regarding liability under the SHS Service Agreement shall apply herein.

Streaminghand Network Services Maintenance Notice

SHS will provide Customer a forty-eight (48)-hour notice if there is any scheduled maintenance or SHS Network reconfiguration work to be performed by SHS that will impair materially SHS Network availability.

Customer's Initials _____ **Date** _____

IHN Initials _____ **Date** _____