

ADDENDUM – A
Service Level Agreements (SLA)
Terms and Conditions

GST Telecom Inc. ("GST"), hereby promises to provide the telecommunications service(s) ordered by Customer, as identified in the GST Service Agreement and/or Service Order, at a specified quality according to the terms below:

1. Applicable Services

This Service Level Agreement is applicable to High Speed Internet Access (HSIA) Point to Point T1 and Internet access through a Power Flex service on GST's Network Backbone.

2. Definitions

- a. **GST Network Backbone:** GST Network Backbone is comprised of interconnected routers located at GST's network hubs. GST Network Backbone includes the customer's access port on the GST owned and controlled aggregation router upon which the customer's circuit terminates.
- b. **MRC:** Monthly Recurring Charge. MRC does not include the pass-through LEC MRC, if any, for the service.
- c. **NRC:** Non Recurring Charge. NRC does not include the pass-through LEC NRC, if any, for the service.
- d. **Business Hours/Days:** Monday through Friday between 8AM and 5 PM, except National Holidays.
- e. All other terms not herein defined will refer to GST Telecom Companies Tariff F.C.C. No. 1, on file with the Federal Communications Commission.

3. GST's Guarantee

a. Network Availability

- (1) GST Network Backbone is guaranteed to be available 99.9% of the time.
- (2) In the event GST fails to meet the Network Availability Guarantee during any given calendar month, Customer shall receive a credit of one (1) day of prorated MRC for each full one (1) hour of outage in excess of the 0.1% guaranteed. No credits are available for outages that are a result of the local access circuit (e.g. local loop), Customer Premises Equipment ("CPE"), Customer's Local Area Network (LAN), scheduled maintenance events, Customer caused outages or disruptions, interconnections to or from, and connectivity within other network providers, and force majeure events as defined in the Service Agreement. To qualify for any outage credit(s), Customer must open a trouble ticket with GST customer service within 3 business days of the outage. The credit per month shall not exceed five (5) days of prorated MRC for the affected month. The guarantee is not available if the customer fails to report outages to GST within 3 business days from the occurrence.

b. Network Latency

- (1) GST guarantees a monthly average round trip packet transit time of 80 milliseconds or less, based upon GST sample measurements (the "Average Latency"), between GST backbone routers within any calendar month. The average latency between GST backbone routers shall be measured by averaging sample measurements taken by GST during a calendar month between the routers.
- (2) If Average Latency is not met for two consecutive months, Customer will receive a credit of 50% of the 2nd month's MRC for the affected circuit. Thereafter, Customer will receive a credit of 50% of the consecutive month's MRC for any consecutive month following the 2nd month in which GST fails to meet Average Latency. Customer must report any Average Latency failures within three (3) business days from the beginning of the following month to qualify for Average Latency credit(s).

c. Service Provisioning

- (1) GST guarantees the installation and activation of a GST Internet port for T1 services within 40 business days following receipt of a Customer's completed order and supporting customer information ("Service Provisioning Guarantee"). Provisioning dates shall be counted from the date of Customer's Service Order is accepted by GST's order system (SOA) to the date the service is activated ("Service Date"). The Service Provisioning Guarantee is not available for Customers who receive a NRC waiver promotion for the term commitment, Customer-ordered circuits to other service providers, or if delay is attributable to LEC installation, CPE, Customer's facilities, or the acts or omissions of Customer, its employees or agents, or the occurrence of any force majeure event.
- (2) In the event GST fails to meet the Service Provisioning Guarantee, 100% of Non Recurring Charges ("NRC") for the affected circuit will be credited to Customer's account. To qualify for any credit hereunder, Customer must request such credit within three (3) business days from the beginning of the following month.

4. Credit Limit and Reporting Procedures

Customer must notify Customer's Account Executive and/or GST District Manager in writing or via email of the request for credit ("Service Level Credit Request") within 3 days after the end of the month in which service was affected. The Service Level Credit Request must contain details and/or documentation supporting Customer's credit. GST shall have thirty (30) business days after receipt of the Service Level Credit Request to cure the service performance and will take all measures it deems appropriate to investigate reported service performance. The service performance guarantees (SLA) shall be applicable in continental US only. Determination regarding the validity of any claim hereunder shall lie solely with GST. In the event that the service outage affects all or parts of service performance guarantees in Section (3), Customer will receive the larger of the two credits. Credits received under this SLA are limited to MRC or NRC of the affected month for the affected service. The total of combined credits per month shall not exceed 50% of the total MRC for the affected circuits. In the event Customer should terminate service prior to the natural expiration of the service term, as contained on the applicable Service Order, Customer shall be responsible for payment to GST for any credits issued hereunder upon such termination, as well as applicable early termination charges according to the terms of GST's Service Agreement.

Except as specifically provided herein, the terms and provisions of GST Service Agreement and applicable Service Order shall remain in full force and effect.

The terms of this SLA shall be effective as of September 1, 2000, following Customer's delivery of a signed copy to Customer's Account Executive and/or GST District Manager, and GST's confirmation to Customer by electronic mail or facsimile. All customers will be offered coverage upon the purchase of new services of the above mentioned products.

CUSTOMER

GST TELECOM

BY _____

BY _____

DATE _____

DATE _____

SLA V.2 091100

GST Telecom

Internet 2000: Building a dynamic, customizable, and reliable Internet access solution.

GST's high-speed access to the Internet revolutionizes the way companies communicate by expanding the limits of speed, efficiency and productivity.

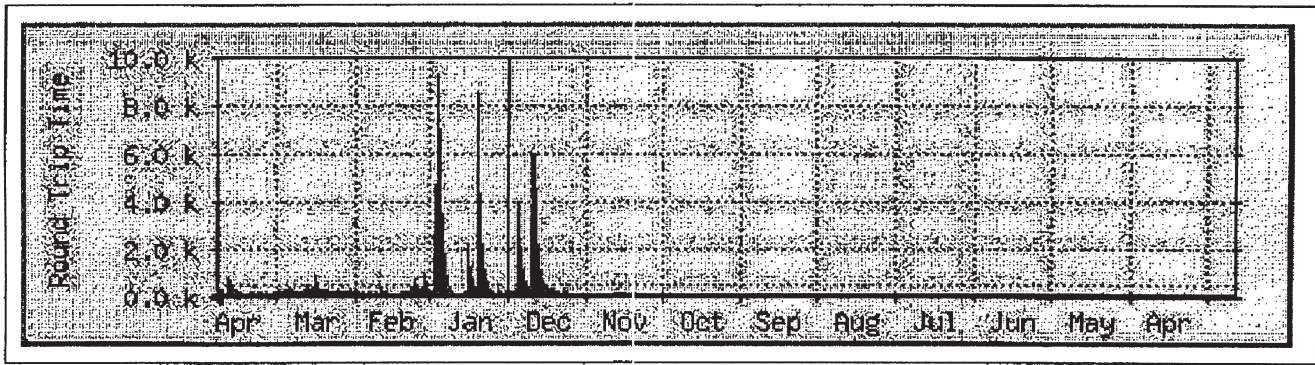
GST's IP network architecture delivers service quality through a reliable and efficient infrastructure.

Since the start of this year, GST has worked hard to improve the performance of its IP network. To ensure a quality network operation, GST has improved on latency, capacity, and equipment.

■ **GST Implements Routing and Load Balancing to Reduce Traffic Latency**

GST's Internet & Data Solutions group has established a balanced network and trouble handling process with exciting results! First, key network exit points were expanded to include Phoenix and Los Angeles as well as Portland and San Francisco, resulting in fewer hops from customer location to traffic destination. Second, GST integrated several acquired networks (Call America and WENET) by reducing to a single AS (Autonomous System) number, effectively eliminating additional excess hops throughout the network. Finally, GST improved its trouble handling process to facilitate the identification of troubles between its ATM and IP networks. The graph below illustrates a significant reduction in traffic latency accomplished through optimal routing and load balancing. When traffic is properly balanced across an entire network, traffic congestion and outages rarely affect customers.

Traffic Latency in San Luis Obispo



"GST's Traffic Latency improves to the point that GST introduces a Service Level Agreement guaranteeing packet latency of 80 milliseconds or less."

■ **GST Increases Capacity on Key Network Routes**

GST's IP network benefits from bandwidth additions to several key routes in the Northwest and Southwest as well as elsewhere in the network. The addition of multiple DS-3s also benefits our customers because their traffic typically avoids bottlenecks as it proceeds to pass through the network.

■ **GST Adds New Unisphere Aggregation Routers**

GST recently placed Unisphere ERX-1400 Aggregation Routers in several key cities including Portland, Los Angeles, and San Francisco. These routers aggregate a high density of IP ports more efficiently, allowing GST to support our customers' growing bandwidth needs. GST's ERX-1400s and Cisco 7500s work together to create a better network design of border and aggregation routers, bringing customers a higher quality Internet access solution by further isolating network outages. Additional routers will be deployed in the near future.

■ **GST Implements Service Level Agreement for IP Services**

GST's Service Level Agreement for High-Speed Internet Access Point-to-Point T1s and Internet Access bundled with GST's PowerFlex solution guarantees 99.9% network availability and packet latency of 80 milliseconds or less. Failure on GST's part to meet service guarantees will result in customer credits. Certain restrictions apply. See your GST Account Executive for complete details.

For more information on GST's IP Network and Internet Access solutions, call **1-888-RING-GST** today!