



AccelNet

SERVICE LEVEL AGREEMENT

AccelNet Commercial Service

AccelNet maintains a state-of-the-art commercial data network system that connects businesses and high-end users to the Internet by means of broadband high speed microwave radios and fiber. As a part of its commitment to provide carrier class service to its commercial customers, AccelNet has established systems, equipment and procedures which monitor, report and provide superior performance exclusively for its commercial class customers. Our goal is to provide uninterrupted data communication service to our commercial customers that is competitive, reliable and cost effective.

Technical Support

Accel Net supports and monitors its network facilities up to the Customer Demarcation point 24 hours per day. AccelNet Technical Support is available toll-free 24 hours per day. A Customer Ticket is opened when AccelNet detects a Customer service issue or the Customer reports trouble to AccelNet Tech Support ("Ticket Open") .

AccelNet Standard Installation

Commercial Customer Standard Installation includes antenna and radio(s), non-penetrating sled or J-bar antenna mount, up to 250 feet of standard cable weather-sealed and run from the antenna to the Customer Demarcation, service turn up and testing. In the unlikely event of additional installation costs, AccelNet will notify Customer prior to installation via Email or phone detailing such costs. Customer will have 7 days to accept additional charges or terminate the Order for Data Communications without penalty and receive a full refund for any payments made to AccelNet for this installation. AccelNet owns all equipment that it supplies to the Customer except for the Customer owned Demarcation gateway router which separates the Customer network from AccelNet's network. If service is discontinued for any reason, AccelNet has the right to remove any or all of its equipment in a workmanlike manner upon 10 days advance notice. Customer Demarcation is defined as the location where the Customer gateway router connects to the AccelNet equipment and is generally located in the Customer network equipment room.

Access to Equipment

The Customer agrees to allow personnel of AccelNet and its sub-contractors reasonable access to the Customer's site for the purpose of installing, repairing, and removing the AccelNet equipment and, if necessary, Customer shall obtain appropriate authorization from the landlord.

Performance Guarantee

If AccelNet's network is not performing as stated below, Customer may be entitled to a credit. The three components of the AccelNet Service Level Agreement are:

Service Availability Guarantee: AccelNet guarantees 99.999% annual network availability.

Network Latency: Less than 75ms round trip delay, averaged over a period of at least one hour from the Customer Demarcation Router to AccelNet's Core Gateway Router.

Packet Loss: Less than 1% measured packet loss using 64 byte ping packets over a period of at least one hour from the Customer Demarcation Router to AccelNet's Core Gateway Router.

Credit for Loss of Connectivity

Unless stated otherwise herein, the Customer's exclusive remedy for loss of connectivity is repair of service and credit for the period of total loss of connectivity to the Internet. Credits will be paid for loss of connectivity as listed below if the elapsed time from Ticket Open exceeds the following:

Exceeding 2 hours but less than 4 hours: 5% of monthly billed service fee.

Exceeding 4 hours but less than 6 hours: 10% of monthly billed service fee.

Exceeding 6 hours but less than 8 hours: 15% of monthly billed service fee.

Every subsequent 4-hour increment shall be entitled to an additional 5% credit, the sum of which cannot exceed the total monthly service fee as listed in the Customer's current Order for Data Communications. The periods of lost connectivity to the Internet shall be determined by records kept by AccelNet's Network Operations Center ("NOC") and are based on measurements made from AccelNet's Backbone Network to the Customer's Demarcation Gateway Router.

Limitations

AccelNet will incur no liability and issue no credits due to any causes beyond its reasonable control, including, but not limited to: acts of God, war, labor strikes, electrical storms, hurricanes or wind storms, states of emergency, natural disasters, erection of buildings, growth of trees or other physical obstacles blocking the microwave path and beyond AccelNet's control and/or lack of access to AccelNet's equipment at the Customer Site. All monies owed AccelNet and not in dispute must be paid in full before any credit is applied. Credits must be requested within 48 hours after any degraded service has been fully restored and/or any customer trouble tickets have been closed. The Customer is responsible for providing adequate power surge protection or limited power protection with an adequately sized uninterruptible power supply ("UPS") for the Accel Net equipment on their premises. This Service Level Agreement is intended only to apply to customers who have commercial grade service as defined in the Order for Data Communications. Residential customers and other non-commercial class customers who have opted for best effort delivery are not eligible for service level adjustments, credits or rebates unless specifically agreed to in writing.