

## **LOCAL-ISP SERVICE LEVEL AGREEMENT SOHO ADSL ACCESS**

**NETWORK AVAILABILITY** - Local-ISP's target for Network Availability is 99% for any given month. Network Availability will be determined as an average of actual circuit availability as a percent of total potential circuit availability measured on a monthly basis.

**LATENCY** - Local-ISP's target for Latency is 80ms or less for one-way network transit delay for a standard 64-byte ping from the customer premise equipment (CPE) to any Local-ISP edge router.

**PACKET DELIVERY** - Local-ISP's target for Packet Delivery is 99% for any given month. Packet Delivery will be determined as an average of actual packet delivery as a percentage of total packets.

### **CREDITS**

Local-ISP calculates network outages commencing on the date and time of the opening of a Trouble Ticket and ending at the close of the same Trouble Ticket by Local-ISP Technical Support. Customer must contact Technical Support to report outages or performance issues and must work with Technical Support to resolve such issues in a timely manner. Upon resolution of the problem and close of the Trouble Ticket, Customer must contact Customer Service within 5 business days to request a SLA credit and reference the Trouble Ticket assigned. Any credits determined to be due by Customer Service will be credited towards the next months charges and may not be deducted from any current outstanding charges. The amount of credit to be issued will be determined as follows:

**NETWORK AVAILABILITY** - Should network availability fall below 99% in any given month, a credit equal to 1/30<sup>th</sup> of the monthly rate will be issued for each 12-hour increment of the outage, to a maximum of 50% of the monthly billing rate in any given month.

**LATENCY or PACKET DELIVERY** - A credit equal to 1/30<sup>th</sup> of the monthly rate will be issued for any documented Latency or Packet Delivery issue.

In the event that Customer is entitled to multiple credits under this SLA arising from the same event, such credits shall not be cumulative and Customer shall be entitled to receive only the maximum single credit available for such event. The maximum credit that may be issued during any month is 50% of the monthly rate. The maximum accumulated credit that may be issued during any contract year is 20% of the total annual billing for the Service. In the event Customer would receive credits in any given month equal to 50% of the monthly rate, or an individual credit that would put the accumulated credit for a contract year over the 20% annual threshold, Customer shall have the option to cancel service at that time without penalty.

### **EXCLUSIONS & LIMITATIONS**

Credits will not be issued for a) Network downtime that is not reported by Customer or requests for credit not made by Customer within 5 business days of the event; b) Service outages or performance issues not documented by Local-ISP Trouble Tickets; c) Local-ISP network maintenance performed during the standard maintenance window (12:01am to 5:00am EST); d) Local-ISP emergency maintenance; e) Failure of customer equipment; f) Carrier outages affecting an entire area or region; g) Unauthorized acts, use of service, or omissions by the customer that affects Local-ISP's ability to provide service, by customer or user of the service authorized by the customer; h) Any interruption of service due to a violation of Local-ISP's standard terms and conditions or acceptable use policies; i) Any reasons of Force Majeure such as natural diststers or Acts of God.; j) Any outage caused by events beyond Local-ISP's reasonable control.

Terms and conditions subject to change without notice. Effective January 1, 2002.