



SYSTEMS SERVICE LEVEL AGREEMENT DEDICATED PTP, PTMP

NETWORK AVAILABILITY - Aerux Broadband's target for Network Availability is 99.9% 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 - Aerux Broadband target for Latency is 50ms or less for one-way network transit delay for a standard 64-byte ping from the customer premise equipment (CPE) to any Aerux Broadband edge router.

PACKET DELIVERY - Aerux Broadband's target for Packet Delivery is 99.9% for any given month. Packet Delivery will be determined as an average of actual packet delivery as a percentage of total packets.

CREDITS

Aerux Broadband 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 Aerux Broadband 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 month's 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 99.9% in any given month, a credit equal to 1/30th of the monthly rate will be issued for each 4-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 1/30th 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 Aerux Broadband Trouble Tickets; c) Aerux Broadband network maintenance performed during the standard maintenance window (12:01am to 5:00am EST); d) Aerux Broadband 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 Aerux Broadband 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 Aerux Broadband standard terms and conditions or acceptable use policies; i) Any reasons of Force Majeure such as natural disaster's or Acts of God.; j) Any outage caused by events beyond Aerux Broadband reasonable control.

The Systems Level Agreement is subject any policies and/or guidelines stated in Aerux Broadband's Terms and Conditions that are not already specifically address in this document.