



SERVICE LEVEL AGREEMENT

This Service Level Agreement is a part of the contract between Customer and AvalonTel, Inc.

1. SERVICE COMMITMENT

AVALON is committed to providing a reliable, high-quality network to support its high-speed Internet access service. As part of this commitment, AVALON is pleased to offer eligible Customers the following guarantees:

- Network Availability Guarantee
- Network Latency Guarantee
- Packet Delivery Guarantee

If AVALON fails to meet any of these guarantees, it will provide eligible Customers with a Service Credit, as set forth below in this Service Level Agreement.

2. GUARANTEES

A. Network Availability Guarantee

AVALON guarantees 99.9% Network Availability, as calculated from the ingress to and egress from the AVALON Network a Customer who experiences Network Unavailability may receive Service Credits, calculated monthly as an aggregate of all Service Unavailability events, in accordance with the following:

- *Service unavailable <5 minutes: No Service Credit*
- *Service unavailable 5 minutes < 8 hours: 3 hours credit*
- *Service unavailable 8 hours < 12 hours: 12 hours' credit*
- *Service unavailable 12 hours < 16 hours: 18 hours' credit*
- *Service unavailable 16 hours < 24 hours: 24 hours' credit*
- *Service unavailable for 24 or more hours: Credit equal to number of Hours unavailable*

A credit will be given only for those outages that were reported to AVALON at the time of the outage. An outage is measured from the time it is reported to the time it is resolved.

B. Network Latency Guarantee

The AVALON Network carries packets with an average Network Latency over a one month period of less than 85 milliseconds. AVALON monitors aggregate latency within the AVALON Network by monitoring round-trip times between routers on the AVALON Network at regular (normally 5 minute) intervals. "Network Latency" (or "Round trip time") is defined as the average time taken for an IP packet to make a round trip between routers on the AVALON Network.

After being notified by Customer of Network Latency in excess of 85 milliseconds, AVALON will use commercially reasonable efforts to determine the source of such excess Network Latency and to correct such problem to the extent that the source of the problem is on the AVALON Network. If AVALON fails to remedy such Network Latency within fifteen (15) minutes of being notified of any excess Network Latency and average Network Latency for the preceding 30 days has exceeded 85 milliseconds, AVALON will issue a Service Credit to Customer's account for the period from the time of notification by the Customer until the average Network Latency for the preceding 30 days is less than 85 milliseconds.

Initial _____

Date _____

C. Packet Delivery Guarantee

The AVALON Network has an average monthly Packet Loss of 0.1% (or successful delivery of 99.9% of packets). AVALON monitors aggregate packet loss within the AVALON Network on an ongoing basis and compiles the collected data into a monthly average packet loss measurement for the AVALON Network. "Packet Loss" is defined as the percentage of packets that are dropped within the AVALON Network. It is measured by comparing packet counts transmitted and received between router pairs on the AVALON Network.

After being notified by Customer of Packet Loss in excess of 0.1%, AVALON will use Commercially reasonable efforts to determine the source of such excess Packet Loss and to correct such problem to the extent that the source of the problem is on the AVALON Network. If AVALON fails to remedy such excess Packet Loss within fifteen (15) minutes of being notified of any Excess Packet Loss on the AVALON Network and average Packet Loss for the preceding 30 days exceeds 0.1%, AVALON will issue a Service Credit to Customer's account for the period from the time of notification by the Customer until the average Packet Loss for the preceding 30 days is less than 0.1%.

3. DEFINITIONS

"Force Majeure" means acts beyond the reasonable control of AVALON, including, but not limited to, acts of God, fire, explosion, vandalism, natural disasters, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States Government or state or local governments, or of any department, agency, Commission, court, bureau, corporation or other instrumentality of any one or more said governments, or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lock-outs or work stoppages, or other labor difficulties, difficulty obtaining access to facilities, supplier failures, shortages, breaches or delays.

"AVALON Network" means the telecommunications/data communications network and network components owned, operated or controlled by AVALON, including AVALON's national fiber backbone, its metropolitan fiber networks, and the AVALON -owned equipment connected to such fiber. Where AVALON provides service to a building through its own facilities, the AVALON Network includes those facilities. The AVALON Network does not include customer premises equipment or any networks or network equipment not operated and controlled by AVALON Communications, Inc. "Network Unavailability" consists of the number of minutes that the AVALON Network was not available to Customer and includes the number of minutes that the AVALON Network was unavailable associated with any non-Scheduled Maintenance to the AVALON Network. Network

Unavailability will not include Scheduled Maintenance, or any unavailability resulting from: (a) problems with or maintenance on Customer's applications, equipment or facilities; (b) acts or omissions of Customer or an authorized user; (c) unavailability caused by companies other than AVALON; or (d) Force Majeure. "Scheduled Maintenance" shall mean any maintenance of the AVALON Network (or portion thereof) to which customer's router is connected that is performed during a standard maintenance window from 3:00am to 7:00am (local time of the AVALON Hub to which Customer's circuit is connected). Customers will be notified via Email two (2) business days in advance of any scheduled maintenance that is likely to effect service. In most cases, maintenance performed will not take the full configuration window; however, AVALON will inform Customer as to anticipate duration in the maintenance notification E-mail. "Service Credit" means

- *One (1) hour Service Credit:* 1/720th of Customer's Monthly Recurring Charges.
- *One (1) day Service Credit:* 1/30th of Customer's Monthly Recurring Charges.
- *One (1) week Service Credit:* 1/30ths of Customer's Monthly Recurring Charges.
- *One (1) month Service Credit:* Full amount of Customer's Monthly Recurring Charges.

if AVALON approves a claim for Service Credit for failure to comply with the Installation.

Initial _____

Date _____

Guarantee, "Service Credit" shall mean AVALON's charge for Customer's first full month of Internet access service, not including installation or other start-up fees.

4. SERVICE CREDIT CLAIM PROCESS

In order to initiate a claim for Service Credit, Customer must contact AVALON's customer service group within seven (7) business days after the end of the month for which credit is requested. The Service Credit request must provide: (a) the Customer name and contact information; (b) The date and beginning/end time of the claimed outage or failed metric; and (c) a brief description of the characteristics of the claimed outage or failed metric. Customer will be notified via e-mail upon resolution of the request. If rejected, the notification will specify the basis for rejection. If approved, AVALON will issue Service Credit to Customer's account, appearing on the next invoice issued. Multiple Service Credits will not be given for the same period of time, i.e. failure to meet multiple criteria during a period of time generates only a single Service Credit. The total number of Service Credits for problems occurring in a month may not exceed the Monthly Recurring charge actually paid by Customer for service during that month. Service Credits will be credited against a Customer's monthly payment for Monthly Recurring Charges and may not be received in the form of a refund. 5 The Guarantees and Service Credits provided for in this Service Level Agreement assume Compliance by Customer with the terms and conditions of its agreement with AVALON, and the failure of Customer to comply with those terms and conditions may invalidate AVALON's Guarantees provided herein. No credit is available for a Customer (a) that is blocking AVALON from monitoring customer's premises router; (b) that does not provide the necessary access to personnel and facilities at the customer's premises to enable AVALON to perform comprehensive troubleshooting; or (c) whose account is not in good financial standing with AVALON Communications, Inc. AVALON is not liable for failure to fulfill its obligations hereunder if such failure is due to Customer's use of bandwidth in excess of the amount specified in Customer's Internet access service agreement with AVALON , Customer's tampering with any equipment, or acts beyond AVALON 's reasonable control, such as Force Majeure. This Service Level Agreement is not binding upon AVALON as part of Customer's contract unless it has been approved, in writing, by the AVALON Regional Sales Manager as indicated below:

Approved:

By: _____

Name: _____

Title: _____

Date: _____

AvalonTel, INC.

customerservice@avalon.com
www.avalontel.com

Ver. Dec 06

Initial _____
Date _____