



Ethernet over Copper (EoC) ENHANCED SERVICE LEVEL AGREEMENT

This Enhanced Service Level Agreement (eSLA) is a part of the Service Level Agreement (SLA) and Service Agreement (SA) between Customer and RFCNet.

1. Ethernet over Copper (EoC) Enhancements to SLA

Network Availability Guarantee - 100%

The RFCnet IP Network, as defined in this section, is guaranteed to be available and capable of forwarding IP packets 100% of the time, as averaged over a calendar month. The RFCnet IP network includes the customer's access port (the port on the RFCnet aggregation router upon which the customer's circuit terminates) and the RFCnet IP backbone network. The RFCnet IP backbone network includes RFCnet owned and controlled routers and circuits (including any transit connections). The RFCnet Network Availability guarantee does not include the local access circuit (e.g. local loop), Customer Premise Equipment (router or CPE) or Customer's Local Area Network (LAN), scheduled maintenance events, network events on redundant network elements, customer caused outages or disruptions, interconnections to or from and connectivity within other Internet Service Provider (ISP) networks, and force major events (as defined in the relevant service contract).

If the Network Availability guarantee is not met in a calendar month, the customer will receive a credit of 1/30th of the monthly recurring charge (MRC) for that month for each full hour of outage in excess of the 100% guaranteed under this SLA.

Latency Guarantee (85 Milliseconds)

The RFCnet IP backbone network (as defined in the previous section) is guaranteed to have an average round trip packet transit time within the RFCnet IP backbone network over a calendar month of 85ms or less. The average latency is measured as the average of 15-minute samples across the RFCnet IP backbone network taken throughout the month. The RFCnet Latency guarantee does not include the local access circuit (e.g. local loop), CPE or Customer's LAN, scheduled maintenance events, customer caused outages or disruptions, interconnections to or from and connectivity within other ISP networks, and force major events (as defined in the relevant service contract).

If the Latency guarantee is not met in a calendar month, the customer will receive a credit of 1/30th of the monthly recurring charge (MRC) for that month for each full 1ms above the 85ms average maximum guaranteed under this SLA. Limits on the credit and the reporting procedures are detailed below.

Packet Loss

Maximum average packet loss of 1 percent during any calendar month.

Customer Benefits

- 100% Availability
- 85ms Latency across RFCnet Backbone
- 1% maximum packet loss
- Simple process to claim credits

All changes to the SLA must be approved in writing by RFCNet's legal department and RFCNet's President.

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