



## T1 NETWORK SERVICES SERVICE LEVEL AGREEMENT

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

### 1. SERVICE COMMITMENT.

RFCNet is committed to providing a reliable, high-quality network to support its high-speed Internet access service. As part of this commitment, RFCNet is pleased to offer eligible Customers the following guarantees as concerns the Service on our National Network:

- Installation Guarantee
- Network Availability and Notification Guarantee
- Network Latency Guarantee
- Packet Delivery Guarantee

If RFCNet 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. INSTALLATION GUARANTEE.

RFCNet guarantees Internet connectivity for Customers will be installed within the timeframe below after an order has been validated and entered into RFCNet's provisioning system by its Account Coordination team.

- T1: 40 business days

An order will not be validated until RFCNet has received a signed Internet Service Order, and (if requested by RFCNet) a completed and approved credit application.

If RFCNet fails to meet these installation commitments, Customer will receive, at Customer's request, a 50% Installation Credit one time. Customer may obtain no more than one (1) month Service Credit for any given month. RFCNet's Installation Guarantee is subject to the following conditions:

- Customer or its representative must cooperate with RFCNet and its affiliate companies in the installation process, which includes accurate completion of an Order Form containing detailed demarcation information and other onsite contact listings. Changes in an Order Form made by or on behalf of Customer or the occurrence of events outside the reasonable control of RFCNet may result in delays for which RFCNet is not responsible hereunder.
- Customer or its representative must be physically present at the time of installation and must provide access to the designated building's phone closet(s) on the date(s) agreed to by RFCNet's Installation Coordination Department. Such building access and escort must also be provided to other necessary personnel to perform the installation of the Internet connection.
- This Installation Guarantee applies to the interval between the original order date and original Installation Guarantee date. If Customer requests a change to an order date during implementation of Service, the Installation Guarantee date shall, at RFCNet's sole discretion, begin again upon change acceptance.
- The Service Credit for failure to meet the Installation Guarantee is not available to Customers for whom installation charges have been waived or reduced.

#### B. NETWORK AVAILABILITY AND NOTIFICATION GUARANTEE.

RFCNet guarantees Network Availability of the Service of 99.99% across its National Network. If the RFCNet Network experiences Network Unavailability for more than two (2) consecutive hours during normal business hours, Customer will receive, at Customer's request, one (1) day Service Credit for every four (4) cumulative hours of Network Unavailability in any calendar month. Provided the RFCNet Network experiences at least four (4) hours of Network Unavailability in any given calendar month, additional Network Unavailability of less than four (4) hours will result in a proportional Service Credit. (Example: 6 hours of Network Unavailability will result in 1.5 days Service Credits.) Customer may obtain no more than one (1) month Service Credit for any given month.

RFCNet's Outage Notification Guarantee is to proactively notify Customer within 30 minutes after RFCNet determines that Customer's Service is unavailable. RFCNet's standard operating procedure is to ping the Customer's router every 5 minutes. If Customer's router does not respond after ten minutes, RFCNet will deem the Service unavailable and will contact Customer's designated point of contact by a method elected by RFCNet (telephone, email, fax, or pager). All notifications are to be done during normal business hours.

If RFCNet fails to meet this Outage Notification Guarantee, Customer will receive, at Customer's request, one (1) day Service Credit for the Service with respect to which this Guarantee has not been met. Customer may obtain no more than one (1) day Service Credit per day, regardless of how often in that day RFCNet failed to meet the Customer Reporting Guarantee. Customer may obtain no more than one (1) month Service Credit for any given month.

### C. NETWORK LATENCY GUARANTEE.

The RFCNet Network carries packets with an average Network Latency over a one month period of 85 milliseconds or less. RFCNet monitors aggregate latency within the RFCNet Network by monitoring round-trip times between a sample of backbone Hubs on an ongoing basis. Network Latency (or Round trip time) is defined as the average time taken for an IP packet to make a round trip between backbone Hubs on the RFCNet Network.

After being notified by Customer of Network Latency in excess of 85 milliseconds, RFCNet 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 RFCNet Network.

If RFCNet fails to remedy such Network Latency within four (4) business hours of being notified of any excess Network Latency and average Network Latency for the preceding 30 days has exceeded 85 milliseconds, Customer will receive, at Customer's request, a Service Credit 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. Customer may obtain no more than one (1) month Service Credit for any given month.

### D. PACKET DELIVERY GUARANTEE.

The RFCNet Network has an average monthly Packet Loss of 0.1% or less (or successful delivery of 99.9% of packets or more). RFCNet monitors aggregate packet loss within the RFCNet Network on an ongoing basis, and compiles the collected data into a monthly average packet loss measurement for the RFCNet Network. Packet Loss is defined as the percentage of packets that are dropped within the RFCNet Network.

After being notified by Customer of Packet Loss in excess of 0.1%, RFCNet 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 RFCNet Network.

If RFCNet fails to remedy such excess Packet Loss within four (4) business hours of being notified of any excess Packet Loss on the RFCNet network and average Packet Loss for the preceding 30 days exceeds 0.1%, Customer will receive, at Customer's request, a Service Credit 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%. Customer may obtain no more than one (1) month Service Credit for any given month.

### 3. ADDITIONAL DEFINITIONS.

RFCNet Network means the telecommunications/data communications network and network components owned, operate or controlled by RFCNet, including RFCNet's fiber backbone, its National fiber networks, any equipment connected to such fiber, and the software, data, and know-how used by RFCNet in the provision of the Services. Where RFCNet provides Service to a building through its own facilities, the RFCNet Network includes those facilities. The RFCNet Network does not include customer premises equipment, customer-ordered telephony circuits, and any networks or network equipment not operated and controlled by RFCNet.

Network Unavailability means the number of minutes that the RFCNet network was not available to Customer, including the number of minutes that the RFCNet Network was not available associated with any non-Scheduled Maintenance to the RFCNet 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; or (c) unavailability caused by companies other than RFCNet.

Scheduled Maintenance means any maintenance of the RFCNet Network (or portion thereof) to which Customer's router is connected that is performed during a standard maintenance window from 12:00am to 6:00am Central Time. Customer's will be notified via phone call two (2) business days in advance of any scheduled maintenance that is going to directly effect only their service. General notification will be displayed on the RFCNet website two (2) business days in advance of any system wide general maintenance. In most cases, maintenance performed will not take the full configuration window, however, RFCNet will inform Customer as to anticipated duration in the maintenance notification call.

Service Credit means

- One (1) day Service Credit = 1/30<sup>th</sup> of Customer's Monthly Recurring Charges.
- One (1) week Service Credit = 7/30<sup>th</sup> of Customer's Monthly Recurring Charges.
- One (1) month Service Credit = Full amount of Customer's Monthly Recurring Charges.

If RFCNet approves a claim for Service Credit for failure to comply with the Installation Guarantee, Service Credit shall mean RFCNet's charge for Customer's first full month of the Service, not including installation charges or other start-up fees.

All credits issued will only be for RFCNet issued charges, and will not include any taxes, third party installation fees, or other first or third party fees.

**4. SERVICE CREDIT CLAIM PROCESS.**

In order to initiate a claim for Service Credit, Customer must contact RFCNet'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, RFCNet 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 generates only a single Service Credit. The total number of all Service Credits for all failures to meet Guarantees occurring in a given month may not exceed the total 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.

The Guarantees and Service Credits provided for in this SLA assume compliance by Customer with the terms and conditions of its SA with RFCNet, and the failure of Customer to comply with those terms and conditions may invalidate RFCNet's guarantees provided herein. No credit is available for a Customer (a) that is blocking RFCNet 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 RFCNet to perform comprehensive troubleshooting; or (c) whose account is not in good financial standing with RFCNet. RFCNet 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 SA, Customer's tampering with any equipment, or acts beyond RFCNet's reasonable control.

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

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