



Service Level Agreement Voice, Data and Dedicated Internet Service

Nextera Communications (“Nextera”) is committed to providing high quality voice and Internet services for our customers. In the event the Nextera network cannot meet the thresholds for service availability, latency and packet loss as described in the following paragraphs, Customer may be entitled to service credits as set forth below.

Network Availability

Nextera agrees that its voice, data and dedicated Internet services will be available at least 99.99% for T-1, Fiber, EoC (Ethernet Over Copper) and Wireless (when WiMax or Point-to-Point) services and 99% for DSL/DS-0 based services of the time in a calendar month (“Network Availability”). Network Availability is defined as the number of minutes within a given calendar month that Nextera’s monitoring system indicates that voice, data and Internet service is available for Customer’s use. Network downtime exists when a customer’s circuit is unable to transmit and receive voice, data or Internet service and Nextera records such a failure in the Nextera trouble ticket system. Network downtime is measured from the time the trouble ticket is opened to the time Customer’s service is able to transmit and receive voice and Internet data.

Network Latency Guarantees

Nextera’s Latency Guarantee is average round-trip transmission of 60 milliseconds or less between Nextera-designated core routers or switches and Nextera equipment located at customer premise. Nextera will calculate Latency as determined by averaging sample measurements taken during the most recent full calendar month between designated core routers or switches.

Packet Delivery Guarantees

Nextera’s Packet Delivery guarantee is packet delivery of 99.9% or greater between Nextera-designated core routers or switches and the Customer Premise Equipment. Packet Delivery is determined by averaging sample measurements taken during the most recent full calendar month between Nextera monitoring servers and Customer’s selected service. At Customer’s request to Nextera’s NOC, Nextera will calculate Packet Delivery.

Maintenance Window

The scheduled maintenance window will be from 12:01am to 6:00 am. Emergency maintenance may be scheduled outside maintenance window if reliability or security of the network is at risk. Nextera may extend or schedule other windows if necessary.

Time to Restore

Nextera will give customer a status update within 1 hour from receipt of trouble ticket for T-1, Fiber, EoC and Wireless service. Nextera is committed to restoring these services within four (4) hours and DSL/DS-0 services within eight (8) hours. The “time to restore” begins on the the date and time customer reports the service outage and ends upon the time Customer’s service is able to once again transmit and receive voice and Internet data.

SLA Reporting Procedures

Customer must open a trouble ticket with Nextera’s Customer Support when Customer believes a service outage has occurred in order to have the network unavailability eligible for consideration for a service credit. Customer must initiate a trouble ticket by voice contact. Upon notification from Customer, Nextera will open a trouble ticket, test the affected service and attempt to isolate the problem. Nextera’s records and data will be the sole basis for all service credit calculations and determinations. Customer will not be entitled to any service credits for service unavailability unless Customer has opened a trouble ticket and requested the service credit within one (1) week of the service unavailability.

Service Credits Limits

The provisions of this Service Level Agreement ("SLA") state Customer's sole and exclusive remedy for Service interruptions or Service deficiencies of any kind whatsoever. Upon Customer's request and if duly approved by Nextera, the service credit will be in an amount equal to the pro-rated amount of one (1) day of MRC for the Service affected only (i.e. Dedicated Internet Access). The service interruption time is based upon the Time to Restore calculation. Customer is entitled to one (1) day MRC credit per incident and one (1) incident service credit per day. Customer's total service credit(s) in any one month will not exceed the equivalent of 50 percent of the relevant MRCs for the affected service for that month. Cumulative service credits in any one-month must exceed \$25.00 to be processed. If a Customer fails to notify Nextera in the manner set forth herein with respect to the applicable service credits, Customer will have waived its right to such service credits for that month. To be eligible for service credits, the Customer must be in good standing with Nextera and current in all of its obligations.

Network Definition

This SLA includes the Customer's access port (the port on the Nextera aggregation router, voice switch or DSLAM upon which the Customer's circuit terminates) and the Nextera owned and controlled IP backbone network (routers and circuits including any transit connections) ("Nextera IP Network"). This SLA does not include networks owned and or controlled by other carriers; local access circuit (e.g. local loop); Customer premise equipment (router or CPE); Customer's local area network (LAN); interconnections to or from and connectivity within other Internet Service Provider (ISP) networks; scheduled maintenance and emergency maintenance; any act or omission by Customer, its officers, directors, employees, subcontractors, agents, or any other entity under Customer's control; and/or any circumstance beyond Nextera's reasonable control including Internet attacks (denial of service, virus and worm activity, etc.) or force majeure event as defined in the Services Agreement.

* * *