NetStar Telecommunications, Inc.® Service Level Agreement (SLA)
for SDSL, IDSL, NetStar T1sm, and Aggregation Services

I. Overview

This SLA describes target network performance and service level metrics for SDSL, IDSL, and NetStar T1sm End User Services and Customer Aggregation Services provided by NetStar Telecommunications, Inc.®. ADSL services are subject to Best Effort. Additional limitations to this SLA are further described below. NetStar Telecommunications, Inc.® makes the following network performance and service level commitments:

II. Definitions

Network Outage - An unscheduled period during which the service is interrupted and not usable. To qualify for network outage credits, Customer must open a Trouble Ticket.

Network Outage Time - The period beginning when the Customer reports a Network Outage to NetStar Telecommunications, Inc.® (Trouble Ticket initiation) and ending when NetStar Telecommunications, Inc.® closes the Trouble Ticket with the Customer. If the Customer does not initiate a Trouble Ticket with NetStar Telecommunications, Inc.®, or does not release the circuit to NetStar Telecommunications, Inc.® for testing, NetStar Telecommunications, Inc.® will not be obligated to issue credits for the Network Outage.

Trouble Ticket - The method to be used by the Customer when reporting to NetStar Telecommunications, Inc.® a perceived Network Outage.

III. Qualifications

When the Customer experiences a Network Outage, the Customer must notify the appropriate Customer Service Center and open a Trouble Ticket. In order to receive a credit on a Performance Standard, the Customer must first open a Trouble Ticket by reporting the Network Outage within 5 business days of the occurrence and then submit a written request for a credit to NetStar Telecommunications, Inc.® within 5 business days of opening the Trouble Ticket. The Customer must document the following information when requesting the credit: (1) the Trouble Ticket number, (2) the time the Trouble Ticket was opened and closed, and (3) the number for each of the Circuits that experienced the Network Outage.

IV. Performance Standards

Performance Standards available on Broadband Services are Core Network Availability, End-to-End Network Availability, Mean Time to Respond, and Mean Time to Repair (MTTR).

Performance Standards are offered in conjunction with NetStar Telecommunications, Inc.' services for the following circuits:

- End User Circuits (NetStar T1sm, SDSL, and IDSL only)
- Aggregation Circuits

1. DSL End User Circuits

Performance Standard	End User Circuits		
	NetStar T1sm	SDSL	IDSL
Core Network Availability	99.9%	99.9%	99.9%
Mean Time to Respond	15 minutes	15 minutes	15 minutes
Mean Time to Repair	See section 2.4	24 hours*	48 hours

* Notwithstanding the commitments contained above, the remote location of the following cities requires that NetStar Telecommunications, Inc.® guarantee a twenty-eight (28) hour MTTR: Durango, Colorado; Quincy, Illinois; Alamogordo, New Mexico; Cedar City, Utah; and Jackson, Wyoming ("Remote Location Territories").

1.1. Core Network Availability - Applies to all Circuits

The Core Network Availability commitment relates to the amount of time that the NetStar Telecommunications, Inc.® core network is available to the Customer. The core network is measured from the NetStar Telecommunications, Inc.® DSLAM located in the central office at issue to the NetStar Telecommunications, Inc.® ATM switch connected to the Customers Aggregation circuit. Downtime is calculated commencing with the date and time the trouble ticket is opened and ending upon confirmation that service has been restored.

Performance Standard

The Core Network Availability performance standard is 99.9%. NetStar Telecommunications, Inc.® will credit the Customer's account if it fails to meet this Core Network Availability Performance Standard during any calendar month.

Calculation

Core Network Availability is calculated as the total number of minutes in a billing month during which network PVC routes and associated ports are available to exchange data between two network infrastructure node end points, divided by the total number of available minutes in a calendar month. A Network Outage is calculated commencing with the date and time on which the Customer informs NetStar Telecommunications, Inc.® of Network Outage by opening a Trouble Ticket with NetStar Telecommunications, Inc.® and ends on the date and time of service restoration. Network Outages beyond the responsibility of NetStar Telecommunications, Inc.® are excluded from the calculation.

Core Network Availability is calculated as follows:

Monthly Core Network Availability Time (%)=

$$1 \text{ minus } \frac{\text{Total minutes of PVC unavailability in month}}{\text{Total number of minute in month}} \times 100$$

1.2 Mean Time To Respond – End User Circuits.

NetStar Telecommunications, Inc.® agrees to respond to Customer requests for repair and other technical problems within a mean response time of fifteen (15) minutes (averaged per month based on all response times for all submitted Trouble Tickets) during normal TAC (Technical Assistance Center) business hours.

1.3 Mean Time To Repair – SDSL and IDSL End User Circuits.

NetStar Telecommunications, Inc.® will manage the local loop vendor (or Incumbent Local Exchange Carrier) on behalf of Customer for any repairs or problems related to NetStar Telecommunications, Inc.®-provided End User Circuits. Mean time to repair ("MTTR") is the period of time commencing on the date and time the Customer informs NetStar Telecommunications, Inc.® of Network Outage (i.e., opening a Trouble Ticket) and ending on the date and time of service restoration (i.e., closing a Trouble Ticket).

Performance Standard

MTTR for all submitted Trouble Tickets shall target 24 hours averaged on a per month basis for SDSL End User Circuits and 48 hours for IDSL End User Circuits (excluding access related problems).

Calculation
MTTR is calculated as the average time to repair the Network Outage for all submitted Trouble Tickets. The length of each Network Outage per PVC is totaled at the end of each billing month and divided by the corresponding number of Network Outage denoted by Trouble Tickets opened for that billing month. MTTR per billing month is calculated as follows:

$$\textit{Monthly MTTR Average} = \frac{\textit{Cumulative length of Network Outage(s) per PVC}}{\textit{Total number of Trouble Tickets per billing month}}$$

2. Performance Standards – Aggregation (Customer) Circuits

Performance Metric	Aggregation Circuits
Core Network Availability	99.9%
End-to-End Network Availability	99.9%
Mean Time to Respond	15 minutes
Mean Time to Repair	See section 2.4

2.1 Core Network Availability - Applies to all Circuits (See section 1.1 above.)

2.2 End-to-End Network Availability – Applies to Aggregation (Customer) Circuits for which New Edge Provides Transport

The End-to-End Network Availability consists of the number of minutes that a NetStar Telecommunications, Inc.® circuit is available to the Customer. End-to-End Network Availability is measured from the NetStar Telecommunications, Inc.®-provided demarcation at the Customer's location to the NetStar Telecommunications, Inc.® ATM switch terminating the Aggregation circuit. Downtime is calculated commencing with date and time Customer opens the trouble ticket with NetStar Telecommunications, Inc.® and ending upon confirmation that the service is restored. End-to-End Network Availability does not apply to customers providing transport for the Aggregation Circuit.

Performance Standard
The End-to-End Network Availability Performance Standard is 99.9%. NetStar Telecommunications, Inc.® will credit the Customer's account if it fails to meet the End-to-End Network Availability Performance Standard during any calendar month.

Calculation
End-to-End Network Availability is calculated as the total number of minutes in a billing month during which the network PVC routes and associated ports are available to exchange data between the end users and the customer, divided by the total number of available minutes in a calendar month. A Network Outage is calculated commencing with the date and time on which the Customer informs NetStar Telecommunications, Inc.® of Network Outage by opening a Trouble Ticket with NetStar Telecommunications, Inc.® and ends on the date and time of service restoration. Network Outages beyond the responsibility of NetStar Telecommunications, Inc.® are excluded from the calculation.

End-to-End Network Availability is calculated as follows:

Monthly End-to-End Network Availability Time (%)=

$$\textit{1 minus} \quad \frac{\textit{Total minutes of PVC unavailability per month}}{\textit{Number of available minutes per month}} \quad \textit{X 100}$$

2.3 Mean Time To Respond – Aggregation (Customer) Circuits

NetStar Telecommunications, Inc.® agrees to respond to Customer requests for repair and other technical problems within a mean response time of fifteen (15) minutes (averaged per month based on all response times for all submitted Trouble Tickets) during normal TAC (Technical Assistance Center) business hours.

2.4 MTTR – Aggregation (Customer) Circuits and NetStar T1sm End User Circuits

NetStar Telecommunications, Inc.® will manage the local loop vendor (or Incumbent Local Exchange Carrier) on behalf of Customer for any repairs or problems related to NetStar Telecommunications, Inc.®-provided Aggregation Circuits and NetStar T1sm End User Circuits. NetStar Telecommunications, Inc.® will not manage the local loop vendor (or Incumbent Local Exchange Carrier) on behalf of the Customer if Customer has provided the transport for the Aggregation (Customer) Circuit. MTTR is the period of time commencing on the date and time the Customer informs NetStar Telecommunications, Inc.® of Network Outage (i.e., opening a Trouble Ticket) and ending on the date and time of service restoration (i.e., closing a Trouble Ticket).

Performance Standard
Mean repair time for all submitted Trouble Tickets shall target 4 hours averaged on a per month basis for all Aggregation and NetStar T1sm Circuits with the following exceptions:

- If dispatch is required, but the Aggregation Circuit or NetStar T1sm Circuit terminating location is within a Zone One Territory, the MTTR is nine (9) hours. "Zone One Territories" include the following cities: Phoenix; Los Angeles; San Diego; San Francisco; San Jose; Denver; Washington D.C.; Miami; Tampa, Florida; Atlanta; Chicago; Boston; Detroit; Minneapolis; Charlotte, North Carolina; Raleigh, North Carolina; Newark, New Jersey; New York City; Cincinnati; Philadelphia; Pittsburgh and Seattle.

- If dispatch is required and the Aggregation Circuit or NetStar T1sm Circuit is within a Zone Two Territory, the MTTR is twelve (12) hours. "Zone Two Territories" include all territories served by New Edge not included as Zone One Territories or listed below as Remote Location Territories.

- Notwithstanding the commitments contained above, the remote location of the following cities requires that New Edge guarantee a twenty-eight (28) hour MTTR: Durango, Colorado; Quincy, Illinois; Alamogordo, New Mexico; Cedar City, Utah; and Jackson, Wyoming ("Remote Location Territories").

Calculation
MTTR is calculated as the average time to repair the Network Outage for all submitted Trouble Tickets. The length of each Network Outage per Aggregation circuit or NetStar T1sm Circuit is totaled at the end of each billing month and divided by the corresponding number of Network Outage denoted by Trouble Tickets opened for that billing month. MTTR per billing month is calculated as follows:

$$\textit{Monthly MTTR Average} = \frac{\textit{Cumulative length of Network Outage(s) per affected Circuit}}{\textit{Total number of Trouble Tickets per billing month}}$$

V. Credit Structure – Aggregation (Customer) Circuits and End User Circuits.

The non-compliance credit structure is based on monthly billing calculations. For any billing month in which NetStar Telecommunications, Inc.® fails to meet any one of the Performance Standards stated in this document, the following credit structure will be applied to the net Monthly Recurring Charges (MRC) across the Customer's service affected by the Network Outage(s).

Consecutive Month(s) of Non-Compliance	Credit Structure (% of affected service)
The Customer will only receive credits for ONE Performance Standard in a billing month.	
1st	10%
2nd	20%
3rd	30%
After 3rd month	30% or the Customer may terminate the affected circuit without penalty

If NetStar Telecommunications, Inc.® is unable to satisfy any one of the Performance Standards for one month, it will provide a credit equal to 10% of the fixed rate for the monthly service affected, after the application of discounts. If NetStar Telecommunications, Inc.® does not meet the same Performance Standard, it will provide a 20% credit for the second consecutive month and a 30% credit for the third consecutive month. After any third consecutive month of failing to satisfy the same Performance Standard, the Customer or NetStar Telecommunications, Inc. may elect to either continue the affected service, inclusive of the credits, or discontinue the affected service without liability, except for charges incurred prior to discontinuance of service.

Because MTTR and Availability are two different ways of measuring the same interruption, NetStar Telecommunications, Inc.® will issue credit for the method, which results in a greater rebate. NetStar Telecommunications, Inc.® will only issue a credit for one Performance Standard on the same service within the same month.

VI. Events Beyond Control of NetStar Telecommunications, Inc.

Network Availability and MTTR measurements do not include periods of Network Outage resulting in whole or in part from one or more the following causes:

- Act or omission on the part of the Customer, any third party contractor or vendor, or any other entity over which the Customer exercises control or has the right to exercise control;
- Customer's application, equipment, or facilities;
- Maintenance scheduled by NetStar Telecommunications, Inc. or Customer;
- Event or occurrence that results in "No Trouble Found" resolution to Trouble Tickets;
- Force Majeure event beyond the reasonable control of NetStar Telecommunications, Inc. including, but not limited to, an Act of God, a cable cut by third parties, a natural disaster, a government act or regulation, a labor strike, and national emergency;
- Trouble Ticket associated with new installations;
- Interruption associated with any act or omission on the part of the Customer or a third party, including, but not limited to, any local access provider, or an interruption where the Customer elects not to release the service for testing and repair and continues to use it on an impaired basis;
- Interruption during any period if NetStar Telecommunications, Inc. or its agents are not allowed access to the Customer premises where the access lines are terminated; or
- Master Trouble Tickets opened by NetStar Telecommunications, Inc. or by a qualified third party on behalf of NetStar Telecommunications, Inc..