



Unified Service Level Agreement

The following applies to NewConnect's Services as set forth in this Unified Service Level Agreement ("SLA").

Measurement Parameter	Data & Voice Services
On-Net Availability SLA	99.99%
On-Net Latency SLA (Average Round Trip Delay)	<20 milliseconds
On-Net Packet Loss SLA	<1%

Table 1

SLA 1. Availability

The following applies to all Services ordered by Customer under the Agreement:

NewConnect's availability goal is that, in each calendar month, the NewConnect Network will be available to transmit Services the percentage of time set forth in Table 1 ("On-Net Availability SLA") The "NewConnect Network" is the communications system owned and operated exclusively by NewConnect over which are transmitted the Services ordered by Customer. NewConnect will measure the On-Net Availability SLA by calculating the percentage of whole minutes in each calendar month that the NewConnect network is not affected by an Outage. An "Outage" is the period during which Services cannot be transmitted within, over, by or through the NewConnect Network. An Outage begins when NewConnect's Network Operations Center ("NOC") verifies the Outage reported by the Customer in a trouble ticket submitted by Customer to NewConnect Customer Support by via telephone at (800) 436-3098 or email support@GoNewConnect.com. The trouble ticket needs to be submitted within four (4) hours of Customer learning of the Outage. An Outage ends when the Customer closes the same trouble ticket or NewConnect determines that the NewConnect Network is no longer affected by the Outage noted on the trouble ticket, whichever is sooner. Notwithstanding anything in this SLA, an Outage does not include any time that NewConnect is unable or prevented from accessing any premises desired by NewConnect to diagnose, test, or remedy the Outage or time during which NewConnect waits for information from Customer or a third party in connection with the Outage.

If NewConnect determines that the NewConnect Network experienced one (1) or more Outages to Customer during a calendar month (as evidenced by trouble tickets opened by Customer) for one (1) or more cumulative hours during any calendar month, upon receipt of Customer's written request, NewConnect will credit Customer a prorated amount of the monthly recurring charges for the Services affected by the Outage equal to one day for each full hour the Services are affected by an Outage in the calendar month, up to a maximum credit of seven (7) days of credit per calendar month. Customer shall have the right to terminate agreement, upon prior written notice to NewConnect, if Customer experiences three (3) or more Outages that qualify for credit allowances of four (4) hours or more each during any consecutive thirty (30) day period.

SLA 2. Latency

NewConnect's latency goal is that in each calendar month, the NewConnect Network over which Customer's Services are transmitted will have an average round-trip transmission time not greater than the time set forth in Table 1 ("On-Net Latency SLA"). The On-Net Latency SLA is calculated by averaging sample measurements taken by NewConnect approximately every five minutes for the portion of the NewConnect Network located between the Customer premises NID and the NewConnect Core Network, and over which are transmitted the Services ordered by Customer. Latency greater than the time set forth in Table 1 ("On-Net Latency SLA") due to Customer introducing traffic in excess of the amount of Services ordered by Customer under the Agreement are excluded from the SLA and disqualify Customer for any credits under the On-Net Latency SLA.



Upon receipt of Customer's written request, NewConnect will calculate the On-Net Latency Guarantee for the months specified in the request and issue a credit to Customer's account equal to a prorated amount of the monthly recurring charges for the affected Services for each day the On-Net Latency SLA was not met, to a maximum credit of seven (7) days per calendar month.

SLA 3. Packet Loss

NewConnect's packet loss goal is that in each calendar month, an average of no more than the percentage set forth in Table 1 ("Packet Loss SLA") of IP packets transmitted over that portion of the NewConnect Network located between the NewConnect Base Stations and the Test Server over which the Services ordered by Customer are not successfully delivered ("Packet Loss SLA"). Packet loss due to Customer introducing traffic in excess of the amount of Services ordered by Customer under the Agreement are excluded from the SLA and disqualify Customer for any credits under the Packet Loss SLA.

Upon receipt of Customer's written request, NewConnect will calculate the average monthly packet loss percentage as described in this SLA.3. If the percentage exceeds the level set forth in Table 1 in any calendar month, NewConnect will credit Customer's account an amount equal to one (1) day of the monthly recurring charges for the affected Services in that month. If Packet Loss is due to an Outage, the On-Net Availability SLA described above, and not the Packet Loss SLA, shall apply.

SLA 4. Specified Information Rate (Bandwidth)

NewConnect's SIR goal is 100% of the transmission rate, expressed in bits per second, applicable to the Services ordered by Customer. The "SIR" means that even during peak load, the Service will be capable of transmitting and receiving network traffic (IP packets including data and packet overhead) within a 10% maximum variance of the SIR as averaged over a calendar month. SIR does not apply to performance outside of the NewConnect Network (e.g., web-based speed testing tools).

If the applicable SIR is not met within 5 days after NewConnect's receipt of a trouble ticket complaining of inadequate SIR, Customer may elect one of the following: 1) to receive a credit on the Customer's monthly invoice equal to the prorated charge of one (1) day of the monthly recurring charge for the Service; or 2) to downgrade for the remainder of the Service Term of the Service, without penalty, to the service bandwidth rate that is being received. NewConnect will measure the SIR from the NewConnect NID located at the Customer's premises to the Test Server. The Customer LAN will be disconnected during the test to ensure that Customer traffic does not affect the verification results.

Installation Interval Guarantee: NewConnect's installation goal is to deliver Services set forth in a Service Order accepted by NewConnect within the greater of (a) 30 business days from receipt of a Service Order executed by both Customer and NewConnect; or (b) Customer's requested delivery date ("Installation SLA"). The Installation SLA does not apply to the following situations: (a) Customer chooses to delay the installation date or change their order after the initial contract is executed by NewConnect; (b) Customer does not meet NewConnect credit requirements; (c) Wireless installation requires FCC licenses to be filed; (d) any delay in NewConnect obtaining roof rights used for the Services; (e) if NewConnect personnel are turned away from installation for any reason; or (f) if NewConnect is required to perform some structural build out of significance which cause delays.

Customer Responsibilities: Customer is solely responsible for providing NewConnect with accurate and complete contact information for Customer's designated points of contact including business phone, mobile phone and email address and any other information requested by NewConnect. NewConnect will be relieved of its obligations under this SLA if the contact information provided by Customer is delayed, inaccurate or omitted.

The following conditions apply to obtain any service credits under this SLA:

1. The credits set forth herein are applicable only to NewConnect's On-Net Services. On-Net Services are defined as service provisioned and managed by NewConnect and transmitted over the NewConnect Network.



2. To obtain service credits, Customer must report the Outage associated with the credit to NewConnect Customer Support at (800) 436-3098 or support@GoNewConnect.com. Customer must also request a service credit within 30 days from the date that NewConnect failed to meet its service level commitment, via email to support@GoNewConnect.com and include Customer's telephone number, date, and time of the network event. Outages will be counted as Service Unavailability only if Customer opens a trouble ticket with NewConnect Customer Support within four (4) hours from learning of the outage.
3. No credit will be given unless Customer provides all reasonable assistance to NewConnect in NewConnect's efforts to diagnose, remedy and test the Outage. Reasonable assistance includes, but is not limited to, requesting the opening of a trouble ticket from the NOC, providing assistance with circuit testing, providing NewConnect access to premises requested by NewConnect, and assisting NewConnect with problem identification and resolution via telephone or other means such as fax or e-mail.
4. Scheduled maintenance outages, also known as Network Maintenance Windows, shall not be subject to any SLAs specified in this document and will not be measured for or applicable to the determination of service level performance. Accordingly, Customer shall not be entitled to any Customer credit as a result of any scheduled maintenance outage.
5. The methodology used to measure the service level performance thresholds is determined by NewConnect in its sole and reasonable discretion and is subject to change without notice. NewConnect shall in good faith make all final determinations with respect to the existence or occurrence of an Outage and the appropriateness or applicability of any Customer credit.
6. This Service Level Agreement applies only to customers who have fully performed under the Agreement, have no delinquent or previously written-off accounts with NewConnect and have no past-due balances with NewConnect. Customers with delinquent accounts or past due balances do not qualify for priority response. Short-paying a NewConnect invoice in anticipation of a service credit or for any other reason shall make the Customer ineligible for credits under this SLA.

Application of Credits: Credits shall be applied within the next two billing periods following the period in which the credits are requested and shall be based on the monthly rates in effect at that time. Credits may not exceed 50% of Customer's monthly recurring rates for the affected Services in any calendar month. Outages shall not include, and credits shall not apply to, events outside the control of NewConnect, including but not limited to the following: (a) system maintenance; (b) failure of any NewConnect-ordered or Customer-ordered local access circuits; (c) failure of Customer's applications or equipment; (d) acts or omissions of Customer or any user of the Service authorized by Customer; (e) Customer premises power loss; (f) failure of equipment or systems provided by Customer or any third party (not under the direction or control of NewConnect), including any provider of Off-Net/local access service to NewConnect contracted for, by, or on behalf of Customer; (g) other connectivity or equipment failure at Customer's premises; and (h) any Force Majeure event.

Service Level Coverage Boundary: This SLA covers the NewConnect Wireless Network. The NewConnect Wireless Network means the infrastructure and/or facilities that are owned and operated solely by NewConnect. The NewConnect Wireless Network excludes all CPE provided by the Customer, wireline local access loops, the Internet, and any other networks, servers, or components not within NewConnect's Wireless Network. (See Figure 1). To facilitate service level monitoring and verification, NewConnect maintains a test server ("Test Server") at the outer boundary of our regional network. All performance measurements and references to Test Server shall mean the server at the boundary of our regional network.

NewConnect's Wireless Network Boundaries

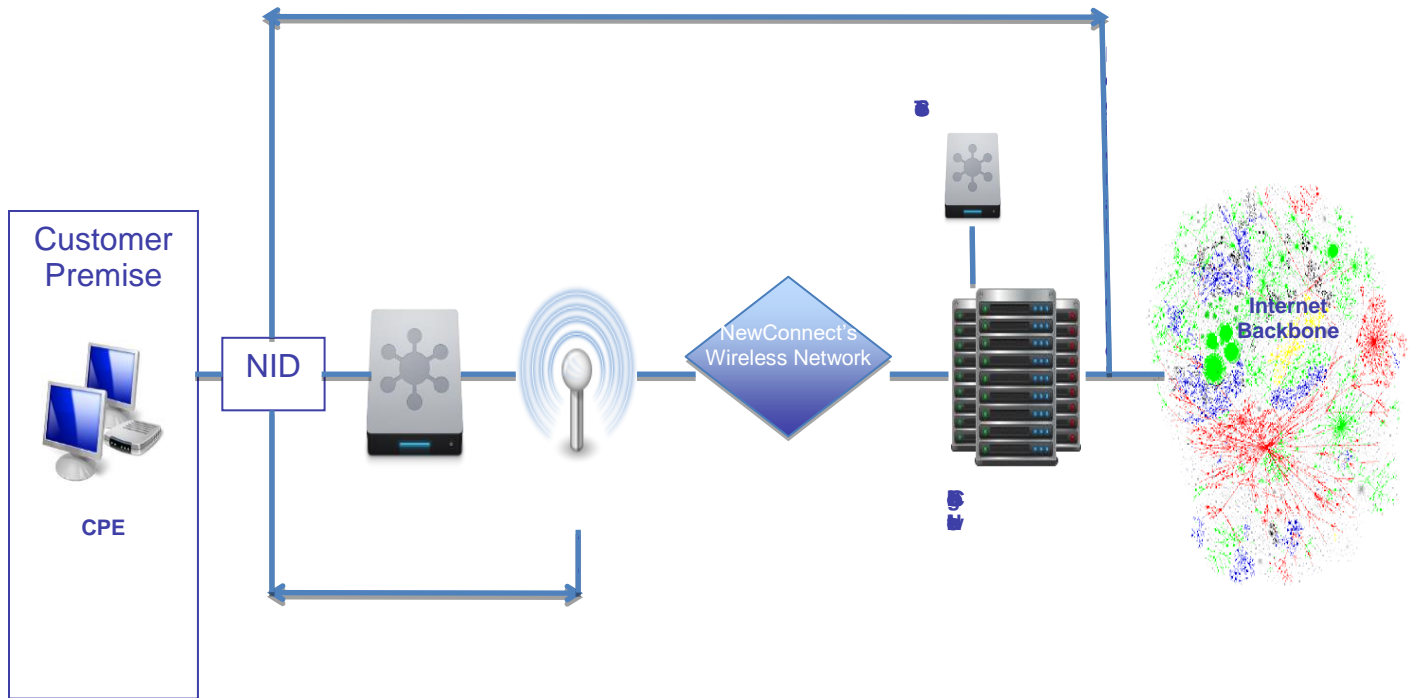


Figure 1