NUVOX CUSTOMER SERVICE LEVEL AGREEMENT

I. Overview

This Service Level Agreement ("SLA") applies to NuVox Communications, Inc.'s ("NuVox") business-grade local and long distance voice telecommunications services, T1 and higher facility network Internet access and private networking services, and Internet Security ("LANLock") services (collectively referred to as the "Services") only. The SLA does not apply to any applications or enhanced telecommunications services, equipment sales and related maintenance services, or other telecommunications services independently contracted for by a customer with NuVox or any third party provider.

II. Customer Care and General Network Description

A. Any customer may contact NuVox's Customer Repair Center ("CRC") by calling toll free 800-800-9681. The CRC is available 24 hour a day, 7 days a week, and is staffed by employees dedicated to assisting you with service issues and telecommunications service needs. In addition to the CRC, NuVox provides a centralized trouble shooting and maintenance control center that is staffed 24 hours a day, 7 days a week.

B. NuVox's network incorporates components from manufacturers such as Lucent Technologies, Alcatel, Nortel Networks, and Cisco Systems. In addition, NuVox's network uses SONET redundant, diverse rings for customer traffic, where available, to limit the impact of adverse weather conditions, natural disasters, Acts of God, or other developments that may compromise the Services. NuVox's network incorporates high-speed, fault-tolerant switching and data transport components designed to protect NuVox's network and customers from component failures.

III. Service Requests and Response Time

A. In the event that any Customer reports to the CRC a trouble that impacts the Services, NuVox technicians will work on the problem as soon as possible. If an affected customer contacts the CRC, the customer may request specific time interval for an update regarding a specific trouble report. NuVox provides an update within twenty-four (24) hours regarding the status of the problem. Trouble reports that result in a total interruption of the Services that are not resolved within two (2) hours of the time of receipt of the initial trouble report by NuVox are automatically escalated to the highest priority level.

B. If NuVox's network personnel determine that any trouble requires a field technician to visit a customer site, NuVox will dispatch the technician as soon as possible, but in no event later than one (1) hour from the time of determination that field service is required.

C. If a customer requests that NuVox send a field technician to the customer's site to assist with Service-related issues, NuVox will dispatch the technician as soon as possible. If the problem that generated the customer's request for a dispatch is determined to have been caused by the customer's phone system, phone system vendor, any act or omission of customer or otherwise unrelated to any act or omission by NuVox, Customer agrees and acknowledges that NuVox may charge the customer for the service call at NuVox's then current rates.

D. If problem that generated the customer's request for a dispatch is the result of some failure of the Services attributable to a third party carrier or Service provider, NuVox will assist in the reporting and transmission of technical data and information to such third party carrier or Service provider and will use reasonable efforts to escalate issues with the third party carrier or Service Provider.

E. If problem that generated the customer's request for a dispatch is isolated to NuVox's network equipment, NuVox will resolve the Service issue without any charge to the customer. If the problem that generated the customer's request for a dispatch is caused by the customer's phone system or other on-site equipment, NuVox will make reasonable efforts to provide repair service to such equipment at NuVox's then current rates. However, Customer agrees and acknowledges that this SLA does not amend, modify, or in any way supercede customer's maintenance or other agreement with its phone system vendor(s).

F. If the problem that generated the customer's request for a dispatch is a result of some failure of the facilities of the incumbent Local Exchange Carrier, the problem will be repaired without cost to the customer.

IV. Maintenance Window

NuVox's Services are designed and intended to be available 24 hours per day, 7 days a week, subject to pre-scheduled and/or routine maintenance windows and emergency maintenance requirements. NuVox reserves the right to perform regular, non-connection-affecting service between midnight and 6:00 am EST each day. Any customer may request that NuVox contact the customer at least forty-eight (48) hours in advance of any scheduled maintenance that will result in an intentional Service interruption.

V. Performance Targets*

NuVox designs its network and support processes to meet certain performance criteria ("Performance Targets"). In certain instances, NuVox measures and reports on specific network performance criteria.

Latency. NuVox Communications targets a monthly average on-net market round trip latency of 55ms.

NuVox measures round trip latency from the first point of presence of the NuVox router located within a NuVox controlled location (switch site or collocation) to the external interface of peering gateway. Latency measurements are based on five-minute averages.

Data Delivery Rate. NuVox Communications targets an average monthly Data Delivery Rate (DDR) of 99.7%.

NuVox measures Data Delivery Rate by on-net pop-to-pop packet statistics.

Failure to meet Performance Targets may result in service credits as defined below.

VI. Service Interruptions and Credit Policy

A. **Service Interruption.** In the event of a complete interruption of the Service defined as total inability to: (i) make or receive calls; (ii) access the Internet for the purpose of sending or receiving Internet traffic; (iii) send or receive data across a NuVox supported private network; and (iv) access or use the LANLock internet security service ("Service Interruption"), NuVox agrees to credit the impacted customer's account an amount equal to the proportionate amount of

the monthly recurring charge invoiced to the customer for one (1) twenty-four (24) hour day of the affected service for each hour of Service Interruption. For example, in the event a customer experiences a two (2) hour Service Interruption, the customer shall receive a credit equal to the customer's monthly recurring charge for such service, divided by the number of days in such month, times two (2) hours. NuVox will credit customer's account for only that portion of the Service that is interrupted and credit for Service Interruptions in a given month may not exceed 100% of the applicable monthly recurring charge for the affected service. No credit shall be given for a Service Interruption of less than one (1) hour.

B. **Latency.** In the event of a failure to meet monthly latency levels, customer shall be entitled to the following credits*:

- 56ms - 150ms latency results in a 25% credit of MRC for the affected services
- Greater than 150ms latency results in a 50% credit of MRC for the affected services

C. **Data Delivery Rate.** In the event of a failure to meet monthly Data Delivery Rate levels, customer shall be entitled to the following credits*:

- 90.00% – 99.69% DDR results in a 25% credit of MRC for the affected services
- 89.99% and less DDR results in a 50% credit of MRC for the affected services

D. Credit allowance for a Service Interruption or Failure of Latency and Data Delivery Rate Performance levels commences upon NuVox's receipt of notice from the customer of the Service Interruption or performance failure. Credit allowance ceases when the Service has been restored. Credits for a Service Interruption or performance failure shall be given only when the customer notifies NuVox that such credit is due. Customer waives any right to credits not claimed within thirty (30) days of the applicable Service Interruption.

E. In the event of a Service Interruption of at least forty-eight (48) continuous hours ("Extended Service Interruption") in a single calendar month, Customer may terminate its Customer Service Agreement for the customer location impacted by the Extended Service Interruption without penalty following 48th hour by (i) giving NuVox written notice of the termination within thirty (30) days of the Extended Service Interruption and (ii) by making payment for any outstanding balance due for Services rendered by NuVox through the date of Service termination. Such termination will be effective forty-five (45) days after receipt of written notice by NuVox.

F. For purposes of this SLA and the computation of credits hereunder, a Service Interruption or performance failure will be deemed to have occurred only if the Services become unusable to the customer as a result of a failure of NuVox's facilities, equipment or personnel, and only where the Service Interruption or performance failure is not the result of: (i) the fault or negligence of or attributable to the customer; (ii) any planned or routine maintenance as described above; or (iii) other circumstances beyond the reasonable control of NuVox. In addition, NuVox Communications will not be in default of its obligations or otherwise liable for any delay in or failure of its performance hereunder due to any Act of God, adverse weather condition, fire, flood, riot, strike, accident, war, act of terrorism, governmental requirement, cable cut or other cause beyond the reasonable control of NuVox.

* Effective for all new contracts on or after 10/18/2004.