

AIRNET GROUP, INC. SERVICE LEVEL AGREEMENT

This Service Level Agreement (the "SLA") is made and entered into by and between AirNet Group, Inc., a Tennessee corporation ("AirNet Group, Inc."), having a place of business at 801 Broad Street, Suite 220, Chattanooga, TN 37406 and "Customer" as listed on the Airnet Group, Inc. Master Service Agreement, and is hereby incorporated and made a part of the AirNet Group, Inc. Master Service Agreement by and between Customer and AirNet Group, Inc.

1. DEFINITIONS

Network Availability refers to the availability of all AirNet Group, Inc. network infrastructure affecting the Service and including, but not limited to routers, switches, leased lines, and other network infrastructure that facilitates Customer's or its Customer or designees access to the Service.

Service refers to Customer's, its Customer or designees ability to connect to the Internet via the AirNet Group, Inc. network.

System Availability refers to the availability of all AirNet Group, Inc. network and/or computer systems that facilitate Customer's and/or its Customer or designees access to the Service.

System Maintenance Period refers to a period of time during which Customer's or its Customers or designees cannot access the Service because of AirNet Group, Inc.'s hardware and/or software upgrades, upgrades to increase capacity, addition of new features or functions, or improvements to system reliability and/or performance. System Maintenance Periods shall be scheduled between 12:00 a.m. EST and 6:00 a.m. EST with email notification given 24 hours in advance. Notwithstanding the foregoing, in the event that AirNet Group, Inc. determines that, due to matters beyond AirNet Group, Inc.'s reasonable control, a System Maintenance Period is necessary outside of the hours, frequency, and/or duration stated above, AirNet Group, Inc. will use best efforts to notify Customers by email prior to such System Maintenance Period and to schedule such System Maintenance Period during non-peak hours. In no event shall a System Maintenance Period, as defined in this paragraph, constitute failure of performance under this Agreement by AirNet Group, Inc..

System Outage shall mean a period of time during which Customer's or its Customer or designees cannot access the Service. A System Outage does not include an outage caused by a system failure due to (1) Customer's failure to reasonably perform its responsibilities under this Agreement, (2) a System Maintenance Period, as defined in preceding paragraph, or (3) a Force Majeure event (as defined in the AirNet Group, Inc. Master Service Agreement).

2. HIGH SPEED NETWORK CONNECTION

AirNet Group, Inc. shall install, configure, maintain, and monitor such network connectivity as is reasonably required to maintain System Availability.

Network Availability is guaranteed to be 99.9% over any contiguous 30-day period, excluding System Maintenance Periods as defined above. This Network Availability guarantee applies only to AirNet Group, Inc.'s proprietary network, and not to any other networks or connections that Customer or its customers or designees may use, knowingly or unknowingly, in accessing the Service. The network is considered not available if the affected circuit is (1) a circuit that affects the ability of the Customer or its Customers or designees to access the Service; and (2) cannot transmit data at a packet loss of 3% or less.

3. SYSTEM AVAILABILITY

AirNet Group, Inc.'s objective is to provide Customer with System Availability capabilities on a 24-hour, 7-day per week basis with the exception of mutually agreed upon System Maintenance Periods. AirNet Group, Inc. guarantees 99.9% System Availability against System Outages (the "Uptime Guarantee").

Periods of unavailability in excess of those specified in the Uptime Guarantee will entitle the Customer to credit towards its monthly fees due to AirNet Group, Inc.. Unavailability will be calculated based upon the total number of hours in the

month in which the period of unavailability occurs. For example, if the Uptime Guarantee is 99.9%, unavailability in excess of 0.1% of the total number hours in a given month will entitle the Customer to a credit towards its monthly fees. Therefore, if the Customer operates 24 hours per day, 7 days per week, 365 days per year, a month with 30 days will have 720 normal hours of operation. If, during that period, unavailability exceeds 0.72 hours, the Customer will be eligible for a credit.

In the event that the System unavailability (*as measured using AirNet Group, Inc.'s regular monitoring systems and procedures*) exceeds 0.1% of total number of hours during a given month, Customer may request (within 2 months of the end of the month in questions) and shall be entitled to receive a credit according to the following schedule:

<u>Unavailability</u>	<u>Credit Due</u>
95% to 99.8%	15%
90% to 94.9%	25%
89.9% or below	100%

When a period of unavailability is detected by the Customer, the Customer should contact the AirNet Group, Inc. Network Operations Center (NOC) and advise them of the problem. If the staff of the NOC (using AirNet Group, Inc.'s regular monitoring systems and procedures) is able to confirm the Customer's report, the period of unavailability will be recorded by the NOC and used in the calculation of AirNet Group, Inc.'s performance for that month.

Customer must request credit by sending an electronic mail message to billing@airnetgroup.com. For security, the body of this message must contain your account number, the dates and times of the unavailability of your Web site, and such other customer identification requested by AirNet Group, Inc. Credits shall be applied within sixty (60) days of Customer's credit request. Credit to Customer's account shall be your sole and exclusive remedy in the event that there is no System Availability.

Restrictions: No credit will be provided to any Customer in the event that Customer has service interruption resulting from (i) Scheduled Maintenance time at AirNet Group, Inc. or as otherwise provided by AirNet Group, Inc., (ii) Customer behavior or any of your Third-Party User's behavior or the performance or failure of Customer's equipment, facilities or applications, or (iii) circumstances beyond AirNet Group, Inc.'s reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability or interruption or delay in telecommunications or third party services (including DNS propagation), failure of third party software or hardware or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of Customer's service.