



## Private Line Service (Interstate and Intrastate)

### SERVICE LEVEL AGREEMENT

This Service Level Agreement sets forth certain Service Levels for Customer's Private Line Circuits (as defined in Section 2 below). Notwithstanding anything to the contrary contained in the Products and Services Agreement, the Service Level Agreement and applicable credits described herein will apply to Customer's Private Line Circuits as more particularly described herein.

**1. DEFINITIONS.** For purposes of this Attachment, the following definitions will apply:

(a) **"Calendar Monthly Circuit Availability"** means the average Calendar Monthly Circuit Availability and shall be determined as follows:

$$\frac{(\text{Total minutes in Calendar Month}) - (\text{Total Minutes of Non-Availability})}{\text{Total minutes in Calendar Month}}$$

- (i) **"Total Minutes in Calendar Month"** is determined by multiplying (x) 24 hours times (y) number of days in the month times (z) 60 minutes.
- (ii) **"Total Minutes of Circuit Non-Availability"** means the total of all minutes of Circuit Non-Availability (as defined below) for a specific Domestic Private Line Circuit in a calendar month.
- (iii) **"Circuit Non-Availability"** occurs when there has been a loss of signal or when two consecutive fifteen-second inter-exchange loop-back tests confirm the observation of any severely errored seconds or bit error rate equal to or worse than  $1 \times 10^{-6}$  Power. Error Free Seconds (EFS) is a measure of the percentage of total seconds that do not contain bit errors when measured over a consecutive 24-hour period.

For the purposes of the Private Line SLAs (as defined in Section 2 below), Customer's Private Line Circuits shall be considered "Available" until the date/time of IntelTrace's receipt from Customer of a Circuit Non-Availability Notice (as described in Section 3 below) and the issuance by IntelTrace to Customer of an IntelTrace trouble ticket. The measurement period for determining Circuit Non-Availability shall commence upon IntelTrace's receipt of a Circuit Non-Availability Notice and conclude upon the date/time of service restoration.

(b) **"POP to POP Circuit Availability"** means the availability of a Private Line DS-0, DS-1, or DS-3 level Circuit connecting two (2) Customer premises and is measured from the applicable the Underlying Carrier's Points of Presence (POP) closest to the associated Customer premises.

(c) "**End to End Circuit Availability**" means the availability of a Private Line DS-0, DS-1, or DS-3 level Circuit connecting two (2) Customer premises.

2. **SERVICE LEVEL AGREEMENT.** Each DS-0, DS-1, or DS-3 level private line circuit provided to Customer by Inteltrace that is ordered by Customer pursuant to the terms and conditions contained in the Products and Services Agreement and that originates and terminates within the 48 contiguous United States (hereinafter referred to as a "**Private Line Circuit**") will be guaranteed to be Available during each calendar month for at least the percentages set forth below (the "**Private Line SLAs**"). If the Availability for a particular Private Line Circuit falls below the applicable percentages, Customer shall be eligible to receive a credit for such month in accordance with Section 3 below.

(i) DS-0 level Private Line Circuit

Mileage	POP to POP Availability	End to End Availability
0 – 250	99.95%	99.90%
251 – 1,000	99.92%	99.87%
1001+	99.88%	99.83%

(ii) DS-1 level Private Line Circuit

Mileage	POP to POP Availability	End to End Availability
0 – 250	99.98%	99.88%
251 – 1,000	99.97%	99.87%
1001+	99.96%	99.86%

(iii) DS-3 level Private Line Circuit

Mileage	POP to POP Availability	End to End Availability
0 – 250	99.99%	99.89%
251 – 1,000	99.98%	99.88%
1001+	99.97%	99.87%

### 3. CREDITS.

(a) Customer will be entitled to the applicable percentage credits (the "**Percentage Credits**") shown below for all of Customer's Private Line Circuits:

Availability Less Than By .01-.75	Availability Less Than By .76-1.50	Availability Less Than By 1.51-3.00	Availability Less Than By 3.01-4.50	Availability Less Than By 4.51+
20%	40%	60%	80%	100%

(b) To be eligible for Percentage Credits, Customer must submit to Inteltrace written documentation (hereinafter referred to as a "**Circuit Non-Availability Notice**") describing in reasonable detail the specific

Private Line Circuits affected, the location of the affected Private Line Circuit, and the specific Availability measurement (i.e., POP to POP or End to End), for which Customer believes it is eligible. The Circuit Non-Availability Notice must be sent to Customer's designated Account Manager within sixty (60) days of the conclusion of the service calendar month in which Inteltrace failed to meet the Private Line SLAs. If Customer fails to comply with the written notice requirement within the sixty (60) day deadline described above, Customer shall, with respect to such Private Line Circuit, have permanently waived its right to any Percentage Credit for the month in which Inteltrace has failed to meet the Private Line SLAs.

- (c) (i) For each eligible Private Line Circuit, Customer may receive a maximum of one (1) Percentage Credit for Inteltrace's failure to meet the Private Line SLAs (i.e., either POP to POP Availability or End to End Availability) in any given calendar month.
  - (ii) For each eligible Private Line Circuit, if Inteltrace fails to meet the Private Line SLAs in three (3) consecutive months, Inteltrace will provide a credit equal to one hundred percent (100%) of the net (i.e., after the application of any discounts) monthly recurring charges for the third month and each consecutive month thereafter that the affected Circuit remains in existence. Customer may terminate the affected Circuit at any time after the end of the third consecutive month by notifying Inteltrace in writing within thirty (30) days following the end of such third month or within thirty (30) days following the end of any consecutive month thereafter. In such case, Customer will not be liable for any termination charges except for those charges incurred prior to the effective date of cancellation. Finally, if Inteltrace fails to meet the Private SLAs in three (3) consecutive months, Inteltrace may elect to terminate this Attachment by providing Customer written notice in which case Customer's future credit(s), if any, will be as set forth in the Products and Services Agreement.
  - (iii) For each eligible Private Line Circuit, Customer may receive a maximum of six (6) Percentage Credits for Inteltrace's failure to meet the Private Line SLAs (i.e. any combination of POP to POP Availability and/or End to End Availability) during any twelve (12) consecutive month period. In the event Customer has received six (6) Percentage Credits attributable to one (1) Private Line Circuit as described herein, Inteltrace will work in good faith to replace such Circuit.
- (d) The Private Line SLAs described herein shall apply in lieu of any and all other service interruption or outage guarantees or credits including any guarantees or credits set forth in the any applicable contract for which Customer may have otherwise been eligible.
  - (e) The Private Line SLAs described herein shall not apply to multi-drop or multipoint DS-0 Private Line Services, International Private Line Services, Dedicated Internet Service, ATM Service, Frame Relay Service, voice services, or any other Inteltrace service unless specifically included as covered by this Private Line SLAs.

- (f) In no event will SLA credits in any calendar month exceed 100% of the total MRC's payable by Customer for the applicable Service Application (as applicable) in that month.

**4. OTHER TERMS AND CONDITIONS.** This Private Line SLAs shall not apply and a period of Circuit Non-Availability shall not be deemed to have occurred (and a Percentage Credit not due Customer) in the event a Private Line Circuit is unavailable due to any of the following:

- (i) A force majeure event as defined in the Products and Service's Agreement.
- (ii) Interruptions on Private Line Circuits that are not "Accepted Circuits" (i.e., an Accepted Circuit is one that Inteltrace or the Underlying Carrier and the Customer have tested and mutually agree is working as ordered).
- (iii) The negligence, act, error, or omission of Customer or others authorized by Customer to use Customer's service.
- (iv) The failure of power at the Customer's premise or failure or poor performance of Customer premise equipment.
- (v) The Underlying Carrier or its agents not being afforded access to the premises where the access lines associated with Customer's service originate or terminate.
- (vi) Customer or user has released service to Inteltrace or the Underlying Carrier for maintenance or rearrangement purpose, or for the installation of Customer's service order.
- (vii) Customer elects not to release the service(s) for testing and/or repair and continues to use it on an impaired basis.
- (viii) The failure of an underlying local exchange carrier where the local access circuit was not provided by the Underlying Carrier.
- (ix) Customer's use of services in an unauthorized or unlawful manner.
- (x) Inteltrace disconnects a circuit for non-payment.
- (xi) Customer submits an incorrect Service Order.
- (xii) Customer has made the circuit available to Inteltrace or Underlying Carrier for installation, maintenance or grooming.