



## SONET Service

### SERVICE LEVEL AGREEMENT

The Service Level Agreement sets forth certain Service Level's for Customer's SONET Service. 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 SONET Service as more particularly described herein.

1. **DEFINITIONS.** For purposes of this Attachment, the following definitions will apply:
  - (a) "**Service Availability**" is (x) the total number of minutes in a billing month during which SONET Service is available for use by Customer, divided by (y) the total number of minutes in such billing month. With respect to Type 1 SONET Service (as defined herein), Service Availability is determined based on end-to-end Service, and with respect to Type 2 SONET Service and Type 3 SONET Service, Service Availability is determined based on POP-to-POP Service (i.e., only the interexchange portion of the SONET Service).
  - (b) "**Service Outage**" is an unscheduled period of time in which SONET Service is unavailable for use by Customer. A Service Outage occurs when the SONET Service is unavailable for sixty (60) or more seconds within a 15-minute time period as measured by the Underlying Carrier (subject to the exclusions set forth in Section 4 below).
  - (c) "**Trouble Ticket**" is the official method used by the Customer to advise IntelTrace of a potential Service Outage.
  - (d) "**Type 1 SONET Service**" includes those SONET Circuits (as defined below) for which the local access is provided entirely by the Underlying Carrier or which SONET Circuits are collocated in the Underlying Carrier's facilities.
  - (e) "**Type 2 SONET Service**" includes those SONET Circuits for which the local access is provided in part by the Underlying Carrier.
  - (f) "**Type 3 SONET Service**" includes those SONET Circuits for which the local access is not furnished by the Underlying Carrier.
  
2. **SERVICE LEVEL AGREEMENT.** With respect to domestic SONET DS-3 Service, SONET STS-1 Service, SONET OC-3 Service, SONET OC-3c Service, SONET OC-12 Service, and SONET OC-12c Service ordered by Customer (i) on or after the Effective Date, (ii) under the terms and conditions of the Product and Service Agreement, and (iii) with a term commitment of at least twelve (12) months ("**SONET Circuits**"), the following Service Level Agreement ("**SLA**") will apply.

SERVICE LEVEL AGREEMENT	Performance Standard
Service Availability	100%

### 3. CREDITS.

- (a) In order to receive a credit based on a SLA, the Customer must (a) initiate a Trouble Ticket within two (2) hours from the time Customer first learns of a Service Outage, and (b) make a request for an SLA credit in writing within five (5) days of initiating the Trouble Ticket. When making an SLA credit request, Customer must provide Inteltrace (i) the Trouble Ticket number, (ii) the date and time the Trouble Ticket was initiated, and (iii) the Circuit ID number for each SONET Circuit affected by a Service Outage.
- (b) The non-compliance credit structure is based on monthly billing calculations. For any billing month in which Inteltrace fails to meet the SLA described herein, the following credit structure will be applied to the net (i.e., after the application of any discounts) monthly recurring charges of the affected SONET Circuit. Provided, however, in no event will Inteltrace issue credits for more than six (6) months in any 12-month period.

Month of SLA Non-compliance (consecutive)	SONET Credit Structure* (% of affected monthly recurring)
1 <sup>st</sup>	25%
2 <sup>nd</sup>	50%
3 <sup>rd</sup>	100%
After 3 <sup>rd</sup> month	100% or Customer may terminate affected SONET Circuits(s) upon at least 30 days' prior written notice to Inteltrace; in such case Customer will not be liable for any termination liability other than payment for Service provided through the effective date of termination.

*\*Credits will be applied within two billing cycles of SLA non-compliance.*

- (c) If Inteltrace is non-compliant for three (3) or more consecutive months, Inteltrace may terminate this Attachment upon written notice to Customer. In such case, as of the date of the notice Inteltrace will have no further obligations to Customer under this Agreement and Customer will be entitled to applicable credits set forth in the Products and Services Agreement.
- (d) The SLA and credits described herein will apply in lieu of any and all other service interruption or outage guarantees or credits (including any guarantees or credits set forth in any contract for which Customer may have otherwise been eligible).
- (e) 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. EXCLUSIONS.

- (a) The SONET SLA shall not apply and a Service Outage shall not be deemed to have occurred (and a Credit not due Customer) in the event an Inteltrace SONET Circuit is unavailable due to any of the following:
  - (i) Scheduled maintenance.
  - (ii) Labor Strikes.
  - (iii) Force Majeure events beyond the reasonable control of Inteltrace or the Underlying Carrier (including without limitation, acts of God, government regulation and national emergencies).
  - (iv) Service Outages attributable to the installation of a new SONET circuit.
  - (v) Service Outages attributable to customer premise equipment (CPE), third party equipment other than equipment furnished by local exchange carriers as part of their access services, or any Customer application on a SONET circuit.
  - (vi) Any act or omission on the part of Customer, its contractors, agents or vendors, including any refusal to release a SONET circuit to Inteltrace or the Underlying Carrier for maintenance or testing.
  - (vii) The Underlying Carrier or its agents not being afforded access to the premises where access lines associated with SONET Service originate or terminate.
  - (viii) Customer's refusal to release SONET Service to Inteltrace or the Underlying Carrier for testing and/or repair and continues to use the SONET Service on an impaired basis.
  - (ix) Service Outages caused by a local exchange carrier where the local access circuit was not provided by Inteltrace.
  - (x) Customer's use of SONET Service in an unauthorized or unlawful manner.
  - (xi) Inteltrace disconnects or suspends SONET Service based on Customer's nonpayment.
  - (xii) Customer submits an incorrect Service Order.
- (b) Major network failures affecting the entire Underlying Carrier network will be handled on an individual case basis as determined by Inteltrace and any resolution will be applied in a nondiscriminatory manner.