



Unprotected and Ethernet Private Line Service

SERVICE LEVEL AGREEMENT

This Service Level Agreement sets forth certain Service Levels (as described in Sections 1 through 2 below) for Customer's Unprotected and Ethernet Private Line Service.

Notwithstanding anything to the contrary contained in the Unprotected and Ethernet Private Line Service Attachment, the Service Levels and applicable credits described herein will apply to Customer's Unprotected and Ethernet Private Line Service as more particularly described herein.

1. Description of Service

1.1 SERVICE DESCRIPTION. Unprotected and Ethernet Private Line Service provides point-to-point connectivity over a dedicated circuit between city pairs on a Carrier's Network. Customer will receive a minimum of two fibers, one carrying the transmit and one carrying the receive, between point A and point Z. In this case, the two fibers will be carried in the same cable and there is no protection in case of a fiber cut. The Service is unprotected. Availability of speeds and specific city pairs will be confirmed with the IntelTrace at time of order. Details of circuit speeds, charges and Service locations shall be set for the on an Order Form for the Service.

1.2 The Service is available as Carrier POP to Carrier POP Service ("POP to POP") and Customer Premises to Customer Premises Service ("End to End"). POP to POP Service included all of the Carrier network elements, excluding local access. If local access is provided by a Carrier-owned city ring or Metro Network at the each end of the circuit to the Customer's premises the Service will also be classified as POP to POP. End to End Service includes all of the Carrier's Network elements plus the provision of local access circuits ordered for IntelTrace by the Customer from the Customer premises to the Carrier POP over facilities that maybe provided by third party suppliers.

1.3 Charges for the Service include (a) a monthly recurring charge (the "MRC") and (b) a non-recurring installation charge (the "Installation Charge").

2. Service Level Agreements (SLA's)

2.1 SERVICE AVAILABILITY

(a) **Commitment:** IntelTrace guarantees circuit availability at the following levels: "POP to POP" Service-99.00% and "end to End: Service-98.00%.

(b) **Definition & Measurement:** Service Availability is a measure of the relative amount of time a circuit is available for Customer use during a thirty (30) calendar day month. "Service Unavailability" is defined as any period for which the Service is unavailable, and is measured from the time (a) that the Customer reports Service Unavailability to IntelTrace, and

Inteltrace opens a trouble ticket, until the time (b) that Inteltrace advises the Customer that the Service is restored and operating in accordance with agreed specification, and Inteltrace closes the trouble ticket. Any periods of time, during which a trouble ticket is kept open at Customer's request following notification by Inteltrace that Service has been restored, is not included in measuring the duration of a period of Service Unavailability.

(c) **Credit:** In the event of Service Unavailability, Inteltrace will credit the Customer in accordance with the table below:

POP to POP Service		
Availability	Total minutes of Service Unavailability in the month	Credit
100% to 99.0%	0-432 Minutes	0% of MRC
98.99% to 98.0%	433-864 Minutes	5% of MRC
97.9% to 96.5%	865-1512 Minutes	10% of MRC
96.4% to 90.0%	1513-4320 Minutes	15% of MRC
89.9% to 75.0%	4321-10,800 Minutes	30% of MRC
Less than 75%	More than 10,800 Minutes	50% of MRC
End to End Service		
Availability	Total minutes of Service Unavailability in the month	Credit
100% to 98.0%	0-864 Minutes	0% of MRC
97.9% to 97.0%	865-1296 Minutes	5% of MRC
96.9% to 95.5%	1297-1944 Minutes	10% of MRC
95.4% to 90.0%	1945-4320 Minutes	15% of MRC
89.9% to 75.0%	4321-10,800 Minutes	30% of MRC
Less than 75%	More than 10,800	50% of MRC

2.2 MEAN TIME TO RESTORE (MTTR) OBJECTIVE

(a) **Commitment:** Inteltrace aims for an aggregate average mean time to restore ("MTTR") not to exceed four (4) hours in any billing month.

(b) **Definition & Measurement:** The aggregate average monthly MTTR is calculated by dividing the cumulative time of Service Unavailability in a month by the total number of trouble tickets opened for the Customer in that month.

(c) **Credit:** No credit applies for failure to achieve this MTTR objective.

2.3 GENERAL TERMS

- (a) SLA credits are not applied to usage charges or any third party charges passed through to the Customer, including charges for any local access circuits provided to Customer by Inteltrace.
- (b) SLA credits are calculated after deduction of all discounts and other special pricing arrangements, and are not applied to governmental fees, taxes, surcharges and similar additional charges.
- (c) If an incident affects the performance of the Service and results in a period of Service Unavailability entitling Customer to one or more credits under different SLA parameters,

- only the single highest credit applying in respect of that incident will applied.
- (d) In no event will SLA credits in any calendar month exceed 100% of the total MRCs payable by Customer for the Service in that month.
 - (e) As a condition of entitlement to SLA credits, Customer shall cooperate with Inteltrace addressing any reported Service problems.
 - (f) SLA credits are applied only upon Customer's written request, which must be submitted within 15 business days of the end of the month in which entitlement to an SLA credit arose.
 - (g) All approved SLA credits claimed by Customer for a given month will totaled and applied to Customer's next following invoice for the Service, or as promptly thereafter as is practical in the event of a dispute.
 - (h) no SLAs apply to newly installed services or to Service reconfigurations requested by Customer, until five (5) business days after (i) the Service Commencement Date or (ii) completion of the Service reconfiguration, as applicable.
 - (i) The SLAs above apply only in respect of service that provisioned on the Carrier's Network and, where applicable, to local access circuits provided by the Carrier (via third party providers).
 - (j) SLA credits provided for in these terms and conditions are Customer's exclusive remedy with respect to items covered in these terms and conditions.

3. OTHER TERMS AND CONDITIONS. This Unprotected and Ethernet Private 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 Unprotected and Ethernet Private Service 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 Domestic 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.