



## Domestic Private Line Services Service Level Agreement

This Service Level Agreement (SLA) sets forth certain Service Level Guarantees for Private Line Service provided to Customer by IntelTrace, that is ordered by Customer pursuant to the terms and conditions contained in the Master Services Agreement and that originates and terminates within the United States will be guaranteed to be Available during each calendar month for at least the percentages set forth below. If the Availability for a Private Line Service falls below the applicable percentages, Customer shall be eligible to receive the following credits.

### Private Line Circuit Availability

POP to POP Availability	Mean Time to Repair (MTTR)
99.99%	2 Hours

### 1. CREDITS

For each eligible Private Line Circuit a Customer may receive Credit(s) as defined below.

In order to receive a credit based on a SLA, the Customer must (a) initiate a Trouble Case 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 thirty (30) days of closing the Trouble Case. When making an SLA credit request, Customer must provide IntelTrace (i) the Trouble Case number, (ii) the date and time the Trouble Case was initiated, and (iii) the Circuit ID number for each circuit affected by a Service Outage.

If a circuit is deemed chronic as defined in the Master Services Agreement, IntelTrace will work in good faith to resolve or replace such Circuit. The Customer shall obtain a Service Outage credit as set forth. In addition, in the event that a Circuit continues to experience Chronic Trouble within a thirty (30) day period after closing the most recent Chronic Trouble Case for the same Circuit, the Customer may disconnect the specific Circuit without incurring termination liability upon Thirty (30) day written notice to IntelTrace, Inc.

Whenever a Customer reports to IntelTrace, Inc. (or vice versa) that a Circuit has a Chronic Trouble, IntelTrace, Inc. shall perform a detailed investigation and make reasonable efforts to report the findings to the Customer.

The Private Line SLA described herein shall apply to all other service interruption or outage guarantees or credits including any guarantees or credits set forth in the applicable contract for which Customer may have otherwise been eligible, unless specific SLA Addendum has been agreed upon in writing by both the Customer and IntelTrace, Inc.

The Private Line SLA described herein shall only apply to Domestic Private Lines and excludes all International, Internet and Multi-point Circuits.

This SLA 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 Domestic Private Line Service is unavailable as set forth in Section 19.1 of the Master Services Agreement.

### EPL and DS-X Service Outage Credit

Service Outage Length	Credit Per Circuit
30 minutes or less	None
Between 30 minutes and 1 hour	5% of MRC of the Circuit, for any single Service Outage.
Above 1 hour – Below 12 hours	10% of the MRC of the Circuit, for any single Service Outage.
12 hours or greater	20% of the MRC of the Circuit, for any single Service Outage.

Multiple Service Outage Credits are capped at 25% of the MRC for all cumulative Service Outages to that same Circuit in any 30-day period.

### SONET OC-X and STS-X

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 SLA credits greater than 100% of the monthly recurring charge of the affected SONET Circuit.

Month of SLA Non-Compliance (consecutive)	SONET Credit Structure (% of Affected Monthly recurring charges)
1 <sup>st</sup>	25%
2 <sup>nd</sup>	50%
3 <sup>rd</sup>	75%