

## 2.1 Credit Allowance for Service Interruptions

AT&T will apply credits to Service in the event of a service interruption, as provided herein. The amount of the credit depends on whether the Service is unprotected or protected.

A Service is interrupted when it becomes unusable to Customer because of a failure of a facility component used to furnish Service under this Service Guide, or in the event that the protective controls AT&T applies result in the complete loss of Service to Customer for reasons not attributable to Customer. An interruption period starts when Customer reports a service disruption of greater than 10 consecutive seconds to AT&T and AT&T confirms that continuity of its Service has been lost. An interruption period ends when the Service is operative.

### 2.1.1 Credit Allowance for Service Interruptions (For Unprotected Arrangements)

In case of an interruption to an unprotected circuit, an allowance for the period of interruption will be calculated as follows: no credit will be allowed for an interruption of less than 10 seconds. AT&T will credit Customer for an interruption of 10 seconds or more as follows: the credit will be at the rate of 10/8640 of the monthly charges for the affected circuit for each period of 5 minutes or major fraction thereof that the interruption continues.

The credit allowance(s) for service interruptions will not exceed 100% of the applicable monthly rates for the affected circuit(s).

**2.1.2 Credit Allowance for Service Interruptions (Fully Protected)**

AT&T provides a Service Level Agreement (SLA) of 99.999% service availability performance in each calendar month for each fully protected circuit, subject to the limitations set forth herein.

A circuit is considered to be fully protected only if the Port Protection Plus feature is selected on both ends (both Port Connections) of a circuit.

If this SLA is not met in any calendar month, Customer will be entitled to a credit equal to 100% of the monthly rate for the Port Connections which were interrupted, including the protection feature rate elements associated with the Port Connection, not to exceed the total monthly charges for the affected circuit(s).

To qualify as a service interruption for the purposes of determining whether this Service Availability SLA has been met, any service interruption must be greater than 10 consecutive seconds and AT&T must determine the service interruption is in its network.

Customer must notify AT&T when the service parameter within the calendar month falls below the committed level. Customer must request a service credit adjustment within 25 days after the end of the month when the failure occurred.

## 2.2 SLA Exclusions

The SLA provisions, measurements, and eligibility for credit excludes conditions wherein service performance was adversely affected by any of the following conditions:

- Any cause beyond AT&T's reasonable control (force majeure events) including, but not limited to, acts of war, civil disturbances, acts of civil or military authorities or public enemies, earthquakes, hurricanes, floods, fires, storms, tornadoes, explosions, lightning, power surges or failures, fiber cuts, strikes or labor disputes;
- Failures of any structures, facilities, or equipment that Customer or its contractors, equipment vendors, or by any carrier or service provider provides other than AT&T;
- Interruptions caused by Customer's negligence;
- Interruptions of a Service during any period in which AT&T is not afforded access to the Site where the Service is terminated;
- When AT&T and Customer negotiate the release of the Service for: (a) maintenance purposes; (b) to make rearrangements; or (c) to implement an order for a change in the Service, a credit does not apply during the negotiated time of release;
- Periods when Customer elects not to release Service for testing and/or repair and continues to use it on an impaired basis;
- Data loss during AT&T's scheduled maintenance windows;
- Failures of any structures, facilities, or equipment on Customer's side of the demarcation point.

The total credit amount of any allowances for interruptions and SLA credits applicable in a given month will not exceed 100% of the monthly recurring charge for the affected circuit(s).