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1. GIGAMAN[®] SERVICE (cont'd)

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F. PRICES (cont'd)**4. Credit Allowance (cont'd)****Protection Options**

A Service Level Agreement (SLA) is offered with fully-protected GigaMAN Service, which provides the customer with a performance commitment that includes a service credit if the service does not perform as described. An SLA of 99.999% Service Availability performance is offered on a GigaMAN circuit with Protection (defined as Equipment Plus Fiber Path Protection for every segment of the circuit). Service Availability will be determined using unavailable seconds as defined in ANSI T1.503-2002 (see **Technical References**).

- SLAs are applicable to customers who purchase Equipment Plus Fiber Path Protection with Alternate Wire Center Path Protection or Equipment Plus Fiber Path Protection with Local Channel Path Protection on both ends of a circuit (both local channels), as well as Inter-Wire Center Path Protection, when applicable.
- If this SLA is not met, or if there is any single event of unavailability of service of 10 seconds or more, the customer will be entitled to a credit equal to 100% of the monthly rate for the circuit. Only one such credit in a billing period will apply.
- In order to qualify for this credit, the event causing the unavailability must be determined by the Company to be in its network and the failure occurred in that part of the service with Protection.
- SLA adjustments are not available in the event of a cable cut in any unprotected portion of the GigaMAN Service fiber path or due to customer-requested modifications to the service that may require down time. Routine maintenance is not counted against unavailability.
- The customer is responsible for notifying the Company when the service parameter within the calendar month falls below the committed level.
- The customer must request a service credit within 25 calendar days after the end of the month when the unavailability event occurred.

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Effective: January 28, 2011

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