

SECTION 3 - Service Level Agreement

SLA-2 Network Availability SLA

The SLA service parameter for Network Availability is to be not less than 99.99% for all Customer ports and Classes of Service, excluding Broadband Ports. Network Availability will be calculated as the percentage of time during a month that the network is capable of accepting and delivering Customer data during the measurement period.

Network Availability includes the Ethernet core network and the local loop. Network outage time during maintenance windows will be excluded from Network Availability calculations.

The calculation for Network Availability for a given month is as follows:

$$\text{Network Availability}^{/1/} = [(24 \text{ hours} \times \text{days in the month} \times 60 \text{ minutes} \times \text{number of Customer ports in the LATA}) - \text{network outage time}] / (24 \text{ hours} \times \text{days in the month} \times 60 \text{ minutes} \times \text{number of Customer ports in the LATA}) \quad (C)$$

The Customer shall (1) notify AT&T within 45 days after the end of any calendar month for which Network Availability fails to meet the committed level, and (2) request a service credit. Upon verification by AT&T that actual service performance for Network Availability failed to meet the committed level, AT&T will issue a credit to the Customer in an amount equal to 10 percent of the Monthly Recurring Charge (MRC) for all Customer ports in the LATA. (C)

SLA-3 Credit Allowance for Service Interruptions

Service is considered to be interrupted when it becomes unusable because of a failure of a facility component used to furnish service under this Service Guide. The interruption must result in the complete loss of such service. An interruption period starts when an inoperative service is reported to AT&T and ends when the service is operative.

The credit allowance for an interruption or for a series of interruptions shall be calculated based on the applicable monthly rate for the port (or ports) which were interrupted, including the other rate elements associated with that port (CIR, repeater, etc.). No credit shall be applicable to other ports on the network that were uninterrupted, even if they were unable to connect to an interrupted port.

No credit shall be allowed for an interruption period of less than 30 minutes. The Customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or fraction thereof that the interruption continues after the initial 30-minute interruption.

/1/ Measured performance will be rounded to the nearest hundredth (decimal place). For example, 99.985% will be rounded to 99.99%.