



SERVICE LEVEL AGREEMENT

VPN SOLUTIONS

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IP Virtual Network

Integra Telecom is committed to providing a high quality IP VPN network service for our Customers. In the event the Integra IP VPN Network cannot meet the service thresholds for network availability, latency, packet loss, and jitter as described in the following paragraphs, or Integra-provided Customer premise equipment does not meet availability thresholds, Customer may be entitled to service credits as set forth below.

1. Network Definition

This Service Level Agreement (“SLA”) includes the Customer’s access port (the port on the Integra aggregation router upon which the Customer’s circuit terminates) within Integra’s service footprint, and the Integra owned and controlled backbone network (routers and circuits including any transit connections), (“Integra IP VPN Network”). The Integra IP VPN Network and SLA does not include: networks owned and/or controlled by other carriers; local access circuits outside Integra’s service footprint; Customer’s premise equipment (router or CPE); Customer’s premise power and environmental; Customer’s local area network (LAN); interconnections to or from and connectivity within other Internet Service Provider (ISP) networks; scheduled maintenance and emergency maintenance; any act or omission by Customer, its agents, or by any other entity under Customer’s control; and/or any circumstance beyond Integra’s reasonable control, including Internet attacks (denial of service, virus and worm activity, etc.) or a force majeure event as defined in the Master Services Agreement.

2. Integra Service Footprint

The Integra service footprint includes Customer sites served via the Integra owner-fiber optic telecommunications facilities or within 60 miles of an Integra LEC Collocated wire center.

3. “Failure”

Integra’s failure to meet any of the guarantee’s set forth herein shall be defined as a “Failure,”

4. Integra-Provided Customer Premise Equipment

Integra may provide router equipment at the Customer premise to terminate service delivered over the Integra IP VPN Network. It is Customer’s responsibility to provide adequate space, power, temperature and humidity controls for the operation of this equipment. Within the Integra standard geographic service area, and outside the Integra standard geographic serving area with the purchase of standby router service, a Customer may receive a service credit of 1/30th of the monthly recurring charge for the calendar month of the affected service leg for the first two hours and each subsequent hour of outage that is due to the Integra-provided customer premise equipment. Limits on the service credit amount and reporting procedures are outlined below.

5. Network Availability Guarantee 99.999%

The Integra IP VPN Network is guaranteed to be available and capable of forwarding IP packets 99.999% of the time, as averaged over a calendar month. If the Integra IP Network availability guarantee is not met in a calendar month, the Customer may receive a service credit of 1/30th of the monthly recurring charge (“MRC”) for that calendar month for each full hour of outage. Limits on the service credit amount and reporting procedures are detailed below.

6. Latency Guarantee: 60 Milliseconds

For packets with a QoS label of voice, the Integra IP VPN Network is guaranteed to have an average round trip packet transit time within the Integra IP VPN Network over a calendar month of 60 ms or less. The average latency is measured as the average of 15-minute samples across the Integra IP VPN Network taken throughout the month. If the Latency Guarantee is not met in a calendar month, the Customer may receive a service credit of 1/30th of the MRC for that month for each full 1 ms above the 60 ms average maximum guaranteed under this SLA. Limits on the service credit amount and reporting procedures are detailed below.

7. Packet Loss <= 1%

For packets with a QoS label of voice, the Integra IP VPN Network is guaranteed to have a maximum average packet loss of 1 percent or less during any calendar month. If the Packet Loss guarantee is not met in a calendar month, the Customer may receive a service credit of 1/30th of the MRC for that month for each full 1 percent of packet loss above the 1 percent average maximum guaranteed under this SLA. Limits on the service credit and reporting procedures are detailed below.

8. Jitter <= 1 Milliseconds

For packets with a QoS label of voice, the Integra IP VPN Network is guaranteed to have an end-to-end Jitter of 1 ms or less during any calendar month. If the Jitter guarantee is proven to have not been met in a calendar month, the Customer may receive a service credit of 1/30th of the MRC for that month for each full 1 ms of Jitter above the 2 ms maximum guaranteed under this SLA. Limits on the service credit and reporting procedures are detailed below.

9. Mean Time to Repair (MTTR) For Failure of Network Availability Guarantee

Integra’s MTTR SLA is measured as the average time it takes to restore all Failures of the Network Availability Guarantee for all Customer sites with similar circuit types during a calendar month. (For the purposes of determining MTTR measurements, only a failure of the Network Availability Guarantee shall constitute a Failure; failures of other guarantees do not apply to MTTR.)

DSL/Broadband – 8 hours

T1, NxT1, DS3 – 4 hours

Ethernet – 4 hours

$$\text{MTTR} = \frac{\sum (\text{Trouble Ticket Time Cleared} - \text{Trouble Ticket Time Opened})}{\sum (\text{Number of Trouble Tickets})}$$

(Within a month)

Measurement: MTTR is the period of time beginning when a trouble ticket is opened by either Integra or the Customer as a result of a Failure, and ending when the Failure has been remedied. The MTTR service guarantee takes effect on the 1st calendar day of the first full month after the connection is successfully installed and activated.

If Integra fails to meet the MTTR for a calendar month, the Customer will receive a credit of 1/30th of the MRC for that month for each hour over the MTTR.

Sites located more than a sixty (60) mile radius from a LEC Collocation serving site are excluded from the SLA. However, Integra's objective for sites beyond the specified radius will be to resolve Trouble Tickets within the times specified above. Integra's objective for Integra-managed customer premise equipment replacement tickets will be to replace the equipment within 24 hours.

10. Mean Time to Respond

A Trouble Ticket will be opened within 15 minutes of a Failure. Integra will immediately notify the Customer of the associated Trouble Ticket number. The Customer must subscribe to Network Notification Service (NNS) to qualify for this service level guarantee.

11. Installation Interval

Install Interval is defined as the number of calendar days beginning when the Customer has provided a signed Service Agreement to Integra and the Customer has taken part in an Integra project kick-off meeting and ending when the circuit is activated and available to transport data. Install Interval applies to each service location individually.

Service Area

- Integra Service Footprint
- Outside of Integra Service Footprint
- New Integra Fiber Builds

Installation Interval

- 45 Calendar Days
- Target: 60 Calendar days
- ICB

If Integra fails to meet the Installation Interval SLA, the Customer will receive a credit equal to fifty percent (50%) of the on-site installation NRC. No credits will be applied if the install fees are waived.

12. SLA Reporting Procedures

For Failures of Section 1 through 8, a trouble ticket must be opened with Integra's customer care upon the occurrence of a Failure in order to be eligible for consideration for a service credit. If Customer opens the trouble ticket, it must be initiated by voice contact. Upon notification from Customer, or Integra's discovery of a Failure, Integra will open a trouble ticket, test the affected service and attempt to isolate the problem. Integra's records and data will be the sole basis for all service credit calculations and determinations. Customer will not be entitled to any service credits for any Failure unless a trouble ticket has been opened and a service credit has been requested within one (1) week of the Failure. If Customer subscribes to NNS, and Integra's records show that Integra failed to open a trouble ticket, then subject to the limitations set forth in Section 13, Customer shall be entitled to any service credits Customer would have received had Integra opened the trouble ticket in accordance

with Section 10. In no event will Integra's failure to open a trouble ticket pursuant to Section 10 result in service credits for any Failures beyond the previous thirty (30) day period prior to the discovery of Integra's failure to open a trouble ticket.

13. Service Credit Limits

The provisions of this Agreement state Customer's sole and exclusive remedy for any Failure, interruption or deficiencies whatsoever regarding the Service. Integra's liability is further limited by Section 11 of the Master Services Agreement. Upon Customer's request and if duly approved by Integra, the service credit will be in an amount equal to the pro-rated amount of one(1) day of MRC for the Service affected only (i.e. specific Integra IP VPN Network access legs). Customer is entitled to one (1) day MRC credit per incident and one (1) incident service credit per day, with the exception of Network Availability which will be measured to an amount equal to the pro-rated amount of one (1) day MRC per hour of outage, with no limit to the incidents per day. Credits for outages for Integra-provided Customer premise equipment will not be paid in addition to Network Availability credits for specific Integra IP VPN Network access legs. Customer's total service credit(s) in any one month will not exceed the equivalent of 50 percent of the relevant MRCs for the affected service for that month, and will not exceed 20 percent for the service year. Cumulative service credits in any one-month must exceed \$25.00 to be processed. If a Customer fails to notify Integra in the manner set forth herein with respect to the applicable service credits, Customer will have waived its right to such service credits for that month. The service credits will apply to the MRCs of the affected service and do not apply to MRCs of other services. To be eligible for service credits, the Customer must be in good standing with Integra and current in all of its obligations.