



## **Ethernet Private Line Service SERVICE LEVEL METRICS**

This Addendum sets forth certain service level metrics for Customer's Ethernet Private Line (EPL) Circuits (as defined in Section 1 below). Notwithstanding anything to the contrary contained in the EPL Attachment, the service level metrics and applicable credits described herein will apply to Customer's EPL Circuits as more particularly described herein.

1. **APPLICATION.** The Ethernet Private Line (EPL) Service Level Metrics (SLMs) described herein apply to end-to-end Ethernet Private Line circuits to include EPL Service (Metro) and EPL Service (National) (hereinafter referred to as "**EPL Circuits**") and are measured from Customer's primary premises demarcation point to one or more of Customer's secondary premises demarcation point. The demarcation point is the point at which the Underlying Carrier's facilities interconnect with Customer's premises and does not include Customer premise equipment (CPE), any third party equipment other than equipment furnished by the local exchange carriers (LECs) as part of their access services, any Customer application on a covered EPL Circuit, or in-house wiring.
  
2. **DEFINITIONS.** For purposes of this Addendum, the following definitions will apply:

- (A) "**End-to-End Network Availability**" or "**Network Availability**" is the number of minutes in a calendar month during which an EPL Circuit is available to exchange data between the two (2) Customer end points and shall be determined as follows:

$$\frac{(\text{Total Minutes in Calendar Month}) - (\text{Total Minutes of Non-Availability})}{\text{Total minutes in Calendar Month}}$$

- (i) "**Total Minutes in Calendar Month**" is determined by multiplying (x) 24 hours times (y) number of days in the month times (z) 60 minutes.
- (ii) "**Total Minutes of Non-Availability**" means the total of all minutes of Network Non-Availability for a specific EPL Circuit in a calendar month.

For the purposes of the EPL SLMs (as defined in Section 3 below), Customer's EPL Circuits shall be considered "Available" until the date/time of IntelTrace's receipt from Customer of a Circuit Non-Availability Notice (as described in Section 4 below) and the issuance by IntelTrace to Customer of a Trouble Ticket.

The measurement period for determining Circuit Non-Availability shall commence upon IntelTrace's receipt of a Circuit Non-Availability Notice and conclude upon the date/time of service restoration.

- (B) "**Mean Time to Repair**" or "**MTTR**" is the monthly average time to repair all Trouble Tickets on a specific EPL Circuit, with the same severity level, during a Service Outage. The length of all Service Outages related to Customer is totaled at the end of the billing month and is divided by the total number of Trouble Tickets opened by Customer for that billing month.

$$\frac{\text{Cumulative length of Service Outage(s) per EPL Circuit}}{\text{Total number of Trouble Tickets per calendar month per EPL Circuit}}$$

- (C) "**Service Outage**" is an unscheduled period in which one or more of Customer's EPL Circuit(s) is interrupted and not usable for sixty (60) or more seconds within a 15-minute period as measured by the Underlying Carrier. A Service Outage will commence when the Customer reports a Service Outage to IntelTrace via a Trouble Ticket and will end when the affected EPL Circuit is restored. If the Customer fails to initiate a Trouble Ticket with IntelTrace, or does not release the EPL Circuit to IntelTrace and/or the Underlying Carrier for testing,

Inteltrace will not be obligated to issue credits for the Service Outage.

**(D)** "Trouble Ticket" is the official method used by the Customer to advise Inteltrace of a perceived Service Outage.

3. **SERVICE LEVEL METRICS.** With respect to each EPL Circuit ordered by Customer (i) pursuant to the terms and conditions contained in the Products and Services Agreement and (ii) with a minimum Service Commitment Period of at least twelve (12) months, Inteltrace offers "Network Availability" and "Mean Time to Repair (MTTR)" Service Level Metrics ("**EPL SLMs**") as further described below. If the Network Availability or MTTR for a particular EPL Circuit falls below the applicable parameters, Customer shall be eligible to receive a credit for such month in accordance with Section 4 below.

Type	Ethernet Handoffs	Network Availability	MTTR
Type 1	10 Mbps, 50 Mbps, 100 Mbps, 150 Mbps, 300 Mbps, 450 Mbps, 600 Mbps, 1 Gbps	99.99%	Two (2) Hours

4. **CREDITS.**

**(A)** Customer will be entitled to the applicable percentage credits (the "**Percentage Credits**") shown below. The non-compliance credit structure is based on monthly billing calculations. For any billing month in which Inteltrace fails to meet an EPL SLM described herein, the Percentage Credit will be applied to the net (i.e., after the application of discounts) monthly recurring EPL Service charges of the affected EPL Circuit. Provided, however, in no event will Customer receive a Percentage Credit for more than six (6) months in any 12- month period.

- (i) Type I - 10Mbps, 50Mbps, 100Mbps, 150Mbps, 300Mbps, 450Mbps, 600Mbps, 1Gbps interface

Consecutive Months of Non-Compliance	Credit
1	25%
2	50%
3	100%
More than 3	100% OR Customer may terminate affected EPL Circuits(s) upon at least thirty (30) days' prior written notice; in such case Customer will not be liable for any termination liability other than payment for Service provided through the effective date of termination

\*Percentage (%) of affected monthly recurring EPL Service Charges.

**(B)** To be eligible for a Percentage Credit, Customer must (i) immediately report a Service Outage to Inteltrace and initiate a Trouble Ticket within four (4) hours of first learning of the outage, and (ii) make a written request (the "**Credit Request**") for a Percentage Credit from Inteltrace within thirty (30) days of initiating the Trouble Ticket. The Credit Request must contain (a) the Trouble Ticket number, (b) the date the Trouble Ticket was opened and closed, and (c) the circuit identification number for each EPL Circuit affected by a Service Outage. If Customer fails to comply with the written notice requirement within the 30-day period described above, Customer shall, with respect to such EPL Circuit, have permanently waived its right to any Percentage Credit for the month in which Inteltrace has failed to meet the EPL SLMs.

**(C)** Customer must choose which EPL SLM (i.e., Network Availability and/or MTTR) to be verified when seeking non-compliance. In the event the Underlying Carrier is negligent of both the Network Availability SLM and the MTTR SLM, Customer will only receive non-compliance credits for one of the two missed SLMs. As Network Availability and MTTR are two different ways of measuring the same interruption, Inteltrace will issue a credit for

the missed SLM resulting in the greater credit.

**(D)** The EPL SLMs described herein shall apply in lieu of any and all other service interruption or outage Metrics or credits including any Metrics or credits set forth in the contract for which Customer may have otherwise been eligible.

5. **OTHER TERMS AND CONDITIONS.** The EPL SLMs shall not apply and a period of EPL Circuit Non-Availability shall not be deemed to have occurred (and a Percentage Credit not due Customer) in the event an EPL Circuit is unavailable due to any of the following:

- (i) A force majeure event as defined in the applicable Services Agreement. (ii) Interruptions on EPL Circuits that are not "Accepted Circuits" (i.e., an Accepted Circuit is one that Inteltrace and the Customer have tested and mutually agree is working as ordered).
  - (iii) The negligence, act, error, or omission of Customer or others authorized by Customer to use Customer's service.
  - (iv) Service Outages attributable to customer premise equipment (CPE), Inteltrace provided equipment, third party equipment or any Customer application on an EPL Circuit.
  - (v) Any act or omission on the part of Customer, its contractors, agents or vendors, including any refusal to release an EPL Circuit to Inteltrace and Underlying Carrier for testing or maintenance.
  - (vi) Inteltrace and Underlying Carrier not being afforded access to the premises where the access lines associated with Customer's EPL Service originate or terminate.
  - (vii) Customer or user has released EPL Service to Inteltrace and Underlying Carrier for maintenance or rearrangement purpose, or for the installation of Customer's Service Order.
  - (viii) Customer elects not to release the EPL Service for testing and/or repair and continues to use it on an impaired basis.
  - (ix) The failure of an underlying local exchange carrier where the local access circuit was not provided by Inteltrace.
  - (x) Customer's use of EPL Service in an unauthorized or unlawful manner.
  - (xi) Inteltrace disconnects an EPL Circuit for non-payment.
  - (xii) Customer submits an incorrect Service Order.
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