

This SLA applies to Core Data and Voice Services (Type I circuits, ELINE services, Dedicated DIA, SIP Transport, or Voice Services) ordered by customers, pursuant to an executed agreement with Telesystem, where the services are provided solely by Telesystem and extends to the Telesystem handoff to the customer at the customer location; thus, for purposes of clarity, it does not apply to any portion of delivery that is provided in whole or in part by a third party. Capitalized terms not defined in this SLA shall retain the definition provided within the MSA. This SLA is the sole and exclusive remedy for any type of disruptions or deficiencies of any kind whatsoever for the Service.

### **Definitions**

**Customer Relations Business Hours:** 7:00AM to 7:00 PM EST Monday through Friday, excluding the following Holidays: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, and Christmas Day.

**Type I Circuits:** Circuits that are 100% exclusively owned and maintained by Telesystem

**Type II Circuits:** Circuits that may or may not come back to the Telesystem Network but are also designed and/or implemented using a third party provider

**Network Operations Center Hours:** 365 days per year, 7 days per week, 24 hours per day

**Contract Year:** The 12-month billing period, commencing on the first day of the month after the Eligible Customer’s Telesystem contract is effective, and each successive 12-month billing period.

**Eligible Customer:** Any customer who has purchased the Service from Telesystem or a Telesystem authorized agent with a minimum one year term commitment, and is in full compliance with any and all applicable terms/conditions of the Service and meets any specific eligibility criteria set forth in the particular service commitment.

**Time to Repair:** The time taken between opening an Eligible Customer’s Trouble Ticket designated as Priority 1, and restoring service for said Trouble Ticket.

**Time To Respond:** The time taken for Telesystem to initially respond to a service impacting Priority 1 Trouble Ticket logged by an Eligible Customer

**Priority 1:** Trouble ticket classification for issues in which an Eligible Customer’s service is completely out or Inoperable

**Priority 2:** Trouble ticket classification for issues in which an Eligible Customer’s service is experiencing a partial outage or service degradation affecting Customer’s Service.

**Scheduled Maintenance:** Telesystem maintenance window is 2:00AM – 6:00AM, 7 days per week.

**Service Affecting Issue:** An unscheduled period during which the Service performs irregularly or otherwise not up to normal specifications.

**Service Credit:** A portion or total of the actual billed monthly recurring or non-recurring charge for the affected seat/station or site. Service Credits will never exceed the total MRC of the service within one month.

**Service Outage:** An unscheduled period, during which a customer’s Data or Voice service is unable to send/receive packets. To qualify for Service Outage credits, the Eligible Customer must open a Trouble Ticket classified as Priority 1. Please see the “Exclusion” section for further details.

**Service Outage Time:** The period beginning when the Customer opens a Priority 1 Trouble Ticket with Telesystem for a Service Outage and continuing until the time such Trouble Ticket is cleared and the affected service is restored by Telesystem.

**Third Party Provider:** Any carrier other than Telesystem that is involved in the design/implementation of the service delivery

**Trouble Ticket:** The tool by which an Eligible Customer reports a perceived Service Outage issue to Telesystem and the sole means by which Service Outage Time is calculated

**Telesystem Core Ethernet & IP Transport Network:** This is the network that is 100% owned and operated by Telesystem. This includes our core (internal and external core) network for all IP-Data services.

**ELINE services:** A dedicated point-to-point Ethernet circuit-- service delivery includes the Telesystem Core Ethernet network as well as the handoff to the customer.

**Dedicated Internet Access (DIA):** IP Layer circuit where Telesystem acts as the dedicated Internet provider-- service delivery includes the Telesystem Core IP Transport network as well as the handoff to the customer.

**SIP Transport:** Any IP Layer connection that provides voice services--where service delivery includes the Telesystem Core IP Transport network as well as the handoff to the customer.

Voice Services: Any voice services that are provided directly from Telesystem switching platform; either the Blue or Green Platforms

**Service Availability**

Telesystem guarantees 99.999% availability for the Telesystem Core Data and Voice Network.

Service Availability will be calculated as the total amount of time in a 30-day calendar month (30 days x 24 hours x 60 minutes) minus the total amount of validated Service Outage Time (as measured by Telesystem trouble tickets,) (Excludes items outlined in Exclusions section) divided by the total amount of time in a calendar month and multiplied by 100.

If Telesystem fails to meet this standard, **Customer shall be entitled to a 10% credit of the affected Service(s), as to the period of time for which Telesystem failed to meet the standard.**

**Time To Respond**

**Commitment**

Telesystem guarantees a Time to Respond of 30 minutes or less for trouble tickets classified as Priority 1, otherwise a Service Credit will be provided to the Eligible Customer.

**Credit**

Telesystem will provide to the Eligible Customer a service credit equal to the applicable percentage set forth in the table below:

<b>Time To Respond</b>	<b>Service Credit (Proposed)</b>	
0 to 30 minutes	None	
30 minutes to 59 minutes	5%	of the MRC of the affected Service(s)
60 minutes to 89 minutes	10%	of the MRC of the affected Service(s)
90 minutes – 119 minutes	25%	of the MRC of the affected Service(s)
Greater than 119 minutes	50%	of the MRC of the affected Service(s)

**Time To Repair  
Commitment**

Telesystem guarantees a Time to Repair of 2 Hours or less for trouble tickets classified as Priority 1, otherwise a Service Credit will be provided to the Eligible Customer.

**Credit**

Telesystem will provide to the Eligible Customer a service credit equal to the applicable period of time set forth in the table below:

<b>Time To Repair</b>	<b>Service Credit (Proposed)</b>	
0 to 2 Hours	None	
2 Hours to 4 Hours	5%	of the MRC of the affected Service(s)
4 Hours to 8 Hours	10%	of the MRC of the affected Service(s)
8 Hours to 24 Hours	25%	of the MRC of the affected Service(s)
24 Hours to 48 Hours	50%	of the MRC of the affected Service(s)
Greater than 48 hours	100%	of the MRC of the affected Service(s)

**Performance**

**Latency**

Latency is defined as the difference in time between when the signal is transmitted, and when it is received. In a routed or switched network this is measured as either *one-way* (the time from the source sending a packet or frame to the destination receiving it), or round-trip (the one-way latency from source to destination plus the one-way latency from the destination back to the source). Round-trip latency is more often quoted, because it can be measured from a single point. Note: round trip latency excludes the amount of time that a destination system spends processing the packet. Many software platforms provide a service called ping that can be used to measure round-trip latency. Ping performs no packet processing; it merely sends a response back when it receives a packet (i.e. performs a no-op), thus it is a relatively accurate way of measuring latency

**Telesystem guarantees that the aggregate monthly average of the round-trip latency for services provided will not exceed 25 milliseconds when traveling over the Telesystem Core Ethernet & IP Transport Network. Customer shall be entitled to a single 10% credit of the monthly charge for the affected Service(s) if Telesystem fails to meet this guarantee during the subject month.**

**Packet & Frame Loss**

This occurs when one or more frames/ packets of data traveling across a network fail to reach their destination and is defined as a percentage of transmissions received vs. sent. Connectionless protocols do not guarantee delivery--the Packet or Frame Loss measurements calculate the severity of this condition.

**Telesystem guarantees that the aggregate monthly average packet/ frame loss of services provided at .1% when traveling over the Telesystem Core Ethernet & IP Transport Network. Customer shall be entitled to a single 10% credit of the monthly charge for the affected Service(s) if Telesystem fails to meet this guarantee during the subject month.**

**Packet Jitter & Frame Delay**

Packet Jitter & Frame Delay measures the variation in arrival rates between individual packets or frames. Since each transmission can, under certain conditions, follow a unique path it is possible that the time delay between successive transmissions can vary.

**Telesystem guarantees that the Packet Jitter will not exceed 5 milliseconds when traveling over the Telesystem Core Ethernet & IP Transport Network. Customer shall be entitled to a single 10% credit of the monthly charge for the affected Service(s) if Telesystem fails to meet this guarantee during the subject month.**

### **Requirement**

In order to receive a Service Credit as outlined above, the Eligible Customer must first open a Trouble Ticket, as described in Trouble Ticket Creation, to report a Service Outage or a Service Affecting issue and then submit a written request via email for a credit to Telesystem within 15 business days of opening said Trouble Ticket. For Installation Interval credits, only the written request must be submitted. Such written requests shall be sent to [businessreps@telesystem.us](mailto:businessreps@telesystem.us) with the “Request for Credits” in the subject line. In order to be eligible for a credit due to service interruptions a customer must be in good standing on their account and not have a past due balance.

The request must include the following information:

- Trouble ticket Number
- The Date of the Service Outage
- The Telesystem Service **Account Number** for the service location that experienced the Service Outage or Service Affecting Issue.

### **Trouble Ticket Creation**

Customer may open a Trouble ticket using one of the following methods:

- Call Telesystem’s Commercial Call Center at 888.808.6111:
- Submit a trouble ticket via Telesystem’s Trouble Ticket portal

### **Credit Structure**

Any applicable credits will be applied to the Net Monthly Recurring charges or monthly Non-Recurring Charges as appropriate and depending on the specific Service Credit at issue. Any decision made by Telesystem concerning this SLA or associated credits will be final and binding and is within the sole discretion of Telesystem. In no event will the cumulative total of the Service Credits for all Service Level Commitments exceed their respective Monthly Recurring Charge or Non-Recurring Charge. Moreover, the combined cumulative total of Service Credits issued during a Contract Year under the SLA will not exceed 25% of an Eligible Customer’s total monthly recurring charges or non-recurring charges for the Contract Year.

### **Exclusions**

All Service Availability, Core and Transport, Time to Respond or Time to Repair measurements do not include periods of outages due in whole or in part to the following causes:

1. Type II circuits: Please note that for many customers Telesystem services rely on third party connections and infrastructure and Telesystem makes no representations regarding the latency, speed, or quality of third party services and is not responsible for any Service Availability, Core and Transport, Time to Respond or Time to Repair issues that result from a problem with such third-party services. To the extent customer has questions regarding whether its Services rely on third parties, please contact Telesystem

prior to agreement. Telesystem will honor back to its customer any performance measures that are outlined in the underlying third-party carrier agreements.

2. Any act or omission on the part of the Eligible Customer, any other entity over which the Eligible Customer exercises control or has the right to exercise control, or any third-party (including without limitation any issue with a local access provider or third party carrier, any failure of equipment provided or controlled by the Eligible Customer, and any interruption where the Eligible Customer elects not to release the service for testing and repair and continues to use it on an impaired basis.
3. The Eligible Customer’s applications, equipment or facilities including failure or malfunction of any cabling, switching or other equipment not provided by Telesystem.
4. Any Scheduled Maintenance by Telesystem, its underlying carrier(s) or the Customer.
5. Any event or occurrence that results in “No Trouble Found” resolution to Trouble Tickets.
6. Any event or outage lasting under 60 seconds in duration.
7. Any event beyond the reasonable control of Telesystem including, but not limited to: acts of God, natural disasters, cable cuts, government acts and regulation and national emergency.
8. Interruptions during any period when Telesystem or its agents are not allowed access to the Customer premises where affected access services are terminated.
9. Major Trouble tickets opened by Telesystem or by a qualified third party on behalf of Telesystem such as those in the case of a fiber cut.
10. Any failure or issue associated with the Eligible Customer’s underlying network connection.
11. Eligible Customer’s delay in responding to Telesystem’s requests for assistance to repair an outage
12. In order to be eligible for any service credits the customer account must be in good standing and not have any past due balance

**Amendments** Telesystem reserves the right to amend the SLA from time to time effective upon the posting of revised SLA metrics on [www.telesystem.us](http://www.telesystem.us)