

Service Type – Dedicated Long Distance T-1

Service Type Product(s) covered by this SLA: OptimumAccess

Overview

Access Point, Inc. (API) supports quality service on API Dedicated Long Distance T-1 Service ("T-1") by offering a performance Service Level Agreement (SLA) for customers who implement API OptimumAccess. This SLA is in lieu of, and entirely replaces, any other SLAs for Dedicated Long Distance T-1 service. Performance standards in the SLA cover: Network Availability and Mean Time to Repair

Performance is measured by collecting data from designated points, within the network, in 5-minute intervals, from which a monthly average is derived. However, no SLA credits will be given if API fails to meet an SLA standard due to reasons of Force Majeure (as defined in the applicable service agreement).

Network Availability Service Level Agreement

The API Network Availability SLA provides that API's US Network will be available at least 99.9 percent of the time as measured on a monthly basis by trouble ticket time. The Network is considered not available for the number of minutes that a trouble ticket shows the Network, or an API provided access circuit in the contiguous U.S., was not available to Customer. The unavailable time is started when a customer opens a trouble ticket with the API Customer Service Center at 800-957-6468. The unavailable time stops when the applicable Network or access circuit trouble has been resolved and the service is again available to the customer.

This will not include unavailability resulting from:

- a. API Network maintenance;
- b. Customer-ordered third-party circuits;
- c. Acts or omissions of Customer, or any use or user of the service that is authorized by Customer but outside the scope of Customer's service;
- d. Reasons of Force Majeure (as defined in the applicable underlying Service Agreement).
- e. "Customer Time," which is the time identified on the trouble ticket (if any) attributable to, or caused by, through no fault of API, the following:
 - (a) incorrect or incomplete contact information provided by Customer which prevents API from completing the trouble diagnosis and service restoration;
 - (b) API being denied access to network components at the Customer location when access is required to complete trouble shooting, repair, diagnosis, or acceptance testing;
 - (c) Customer's failure or refusal to release the circuit for testing;
 - (d) Customer being unavailable when API calls to close a trouble ticket or verify service restoration,
 - (e) any other act or omission on the part of Customer; or
 - (f) down time caused by the Local Exchange Carrier (LEC) local loop for periods where the LEC's maintenance support is not available.

Customer must open a trouble ticket with API Customer Service while they are experiencing a service problem. The calculation of unavailable time is based on trouble ticket times.

To receive a credit, customer must submit their request within 30 business days after the month in which the SLA standard was not met in writing to API Customer Service. Customer must provide all required information. If API Customer Service confirms the validity of customer's request (i.e., that API missed the Network Availability SLA standard), then the customer shall receive a credit to its account equal to one day's share of the API T-1 monthly recurring charge ("MRC") specified below for each portion of the Service affected by the missed SLA. Multiple missed SLA incidents during any one calendar day shall be considered to be the same as one incident resulting in one credit. No credits will be given with respect to components of the Service that are not affected by the missed SLA.

Effective: 09/01/2006

As of the effective date, this document supersedes and replaces any and all previous SLAs for this Service Type.

Mean Time to Repair Service Level Agreement

The Mean Time to Repair (MTTR) for API OptimumAccess is broken into 2 trouble ticket classifications: No dispatch required, and on-site dispatch. For all locations within North America API commits that the MTTR for no dispatch required classified troubles will not exceed 4 hours and likewise on-site dispatch will not exceed 8 hours.

To receive a credit, customer must submit their request within 30 business days after the month in which the SLA standard was not met in writing to API Customer Service. Customer must provide all required information (e.g., account number). The API Customer Service department will use API's back-office systems to verify that the MTTR SLA standard was missed. If API Customer Service confirms Customer's request (i.e., that API missed the MTTR SLA threshold), then the customer shall receive a credit to its account equal to one day's share of the API T-1 service monthly recurring charge ("MRC") for each component of the Service affected by the missed SLA.

Multiple missed SLA incidents during any one calendar day shall be considered to be the same as one incident resulting in one credit. No credits will be given with respect to components of the Service that are not affected by the missed SLA.

For Network Availability and MTTR SLAs, API will only issue credits for one of the two SLAs, within a given month, for the same violation.

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