



# VIRTUAL PRIVATE LAN SERVICE (VPLS) SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) shall be governed by and subject to Allstream’s Master Service Agreement (“MSA”), and the applicable Service Schedule as posted on [www.allstream.com](http://www.allstream.com), as well as the applicable Service Order between the Customer and Allstream Business Inc. and/or Allstream Business US, LLC (“Allstream”). Capitalized terms not defined in this SLA will have the meaning ascribed to them in the MSA or Service Schedule or Service Order. Allstream and Customer may be referred to as a “Party”, and collectively as the “Parties.”

This SLA contains information relating to the provisioning of communications services (“Services”) as purchased by Customer from time to time by way of an Allstream approved Service Order.

## 1.0 SERVICE AVAILABILITY

1.1 The dedicated instance of the Service will be available 99.999% of each calendar month. Method of Calculation of Availability is as follows:

**(Total Minutes in Calendar Month) – (Total Minutes of Service Outage)**  
**Total Minutes in Calendar Month**

“Total Minutes in Calendar Month” is determined by  
Example: 30 days X 24 Hours X 60 Minutes = 43200 minutes = 100% Availability

## 1.2 Credit

1.2.1 In the event of a Service Outage, as determined at the sole discretion of Allstream, Allstream will credit Customer’s Monthly Recurring Charges (“MRC”) solely for that Service experiencing the Service Outage at the Service location. If duly approved by Allstream, the Credits will be applied to Customer’s account to offset invoiced MRC. The Credits apply only to the invoiced MRC for that month for the affected Service, and not to taxes, surcharges, or other charges and fees, which will be charged to Customer’s invoice and must be paid monthly in full.

Total Availability in Calendar Month		
From	To	Credit Amount
100%	99.999%	0%
<99.999%	99.5%	10%
<99.5%	97.5%	20%
<97.5%	93%	35%
<93%	0%	50%

## 1.3 Description

- 1.3.1 A Service Outage is defined as a total loss of connectivity of the Service to one or more Customer locations.
- 1.3.2 A Service Outage shall not include, or be the result of, Service interruption (a) caused by the negligence of Customer or others in the use of Service, (b) due to the failure of power, equipment, systems or connections not provided by Allstream (c) during any period when Customer has released the affected Service/circuit for rearrangement purposes or for the implementation of a Customer Service Agreement, (d) which continues because of

Customer's failure to authorize replacement of any element of the Service, (e) due to planned maintenance, (f) due to Force Majeure events, (g) resulting in no trouble found or when the fault of the trouble is undetermined, or (f) Customer reports a circuit/Service as impaired but declines to release it for testing and/or repair, or (g) due to a failure of the network access connecting the Service location to Allstream's data center.

- 1.3.3** A Service Outage commences upon Customer reporting a Service Outage by opening a valid trouble ticket and releasing the affected Service for testing and repair. The controlling record, for the purpose of determining the duration of the Service Outage and calculating credits, shall be the date and time stamp on the trouble reporting ticket as generated by Allstream's trouble reporting system. A Service Outage period ends when the Service is operating in accordance with the applicable service level agreement.
- 1.3.4** In the event Customer reports a Service Outage but declines to release the affected Service/circuit for testing and repair, the Service is not a Service Outage.
- 1.3.5** In the event an Allstream technician is dispatched for a reported event, impairment or other Service disruption and it is subsequently determined that such Service disruption does not constitute a Service Outage, Customer may be subject to Allstream's then current maintenance charges.

## 2.0 LATENCY

**2.1** The Allstream VPLS Network will have an average round trip packet transit time (latency), within Allstream's IP Network for those packets with a QoS label of voice or data, over a calendar month of:

<u>Distance</u>	<u>Average Round Trip Packet Transit Time (ms)</u>
<u>500 miles or less</u>	<u>30</u>
<u>501 to 1000 miles</u>	<u>50</u>
<u>1001 to 1500 miles</u>	<u>60</u>

## 2.2 Credit

- 2.2.1** If the latency guarantee is not met in a calendar month, the customer may receive a service credit of 1/30<sup>th</sup> of the MRC for that month for each full 1 ms above the average maximum based on distance, up to 15 ms above the latency guarantee.

## 2.3 Description

- 2.3.1** The average latency is measured as the average of 5 minute samples across the Allstream VPLS Network taken throughout the month.
- 2.3.2** Excess latency shall not include, or be the result of (a) over-utilization of the service by the Customer, (b) caused by the negligence of Customer or others in the use of Service, (c) during any period when Customer has released the affected Service/circuit for rearrangement purposes or for the implementation of a Customer Service Agreement, (d) which continues because of Customer's failure to authorize replacement of any element of the Service, (e) due to planned maintenance, (f) due to Force Majeure events, (g) resulting in no trouble found or when the fault of the trouble is undetermined, or (f) Customer reports a circuit/Service as impaired but declines to release it for testing and/or repair.

### 3.0 PACKET LOSS

3.1 The Allstream VPLS Network will have one way source to destination average packet loss of one percent (1%) or less during any calendar month.

#### 3.2 Credit

3.2.1 If the packet loss guarantee is not met in a calendar month, the customer may receive a service credit of 1/30<sup>th</sup> of the MRC for the month for each full 1% of average packet loss above the 1% average maximum guaranteed, not to exceed 15% above the maximum guaranteed.

#### 3.3 Description

3.3.1 The average packet loss is measured as the average of 5 minute samples across the Allstream IP Network taken throughout the month.

3.3.2 Excess packet loss shall not include, or be the result of (a) over-utilization of the service by the Customer, (b) caused by the negligence of Customer or others in the use of Service, (c) during any period when Customer has released the affected Service/circuit for rearrangement purposes or for the implementation of a Customer Service Agreement, (d) which continues because of Customer's failure to authorize replacement of any element of the Service, (e) due to planned maintenance, (f) due to Force Majeure events, (g) resulting in no trouble found or when the fault of the trouble is undetermined, or (f) Customer reports a circuit/Service as impaired but declines to release it for testing and/or repair.

### 4.0 JITTER

4.1 For packets with a QoS label of voice or data, the Allstream VPLS network is guaranteed to have an end-to-end Jitter of 1 ms or less over a calendar month.

#### 4.2 Credit

4.2.1 If the Jitter guarantee is not met in a calendar month, the customer may receive a service credit of 1/30<sup>th</sup> of the MRC for that month for each full 1 ms above the 1 ms maximum guarantee, not to exceed 15 ms above the 1 ms maximum guarantee.

#### 4.3 Description

4.3.1 The average Jitter is measured as the average of 5 minute samples across the Allstream VPLS Network taken throughout the month.

4.3.2 Excess Jitter shall not include, or be the result of (a) over-utilization of the service by the Customer, (b) caused by the negligence of Customer or others in the use of Service, (c) during any period when Customer has released the affected Service/circuit for rearrangement purposes or for the implementation of a Customer Service Agreement, (d) which continues because of Customer's failure to authorize replacement of any element of the Service, (e) due to planned maintenance, (f) due to Force Majeure events, (g) resulting in no trouble found or when the fault of the trouble is undetermined, or (f) Customer reports a circuit/Service as impaired but declines to release it for testing and/or repair.

**5.0 Mean Time to Repair ("MTTR") The Mean Time To Repair is a performance objective only and outage credits will not apply if the objective is not met.**

**5.1** MTTR is the time it takes Allstream to restore service and is measured as the period from the opening to the closing of a ticket for a trouble that is determined to be a Service Outage, as defined herein. The Service Level Objective (SLO) for MTTR for On-Net services is 3 hours. Off-Net access MTTR is dependent upon Allstream's third-party providers. On-net means local access network owned and operated by Allstream and Off-Net means local access not owned and operated by Allstream. MTTR is a performance objective only and outage credits will not apply if the objective is not met.

## **6.0 REQUEST FOR CREDIT**

- 6.1** Customer must request any credit in writing to Allstream's Customer Care Representative, making reference to the trouble ticket, within thirty (30) days of the Service Outage. For calculating credit allowances, every month is considered to have thirty (30) days.
- 6.2** The credits outlined above shall not be compounding. For any particular Service Outage, Customer may not be eligible for more than one (1) credit with respect to any Service Outage. Customer's total service credit(s) in any one (1) month will not exceed one (1) month's MRC for the affected Service and do not apply to MRCs of other Services. If Customer fails to submit its request to Allstream in the manner set forth herein within, Customer will have waived its right to such service credits for that month. To be eligible for service credits, the Customer must be in good standing with Allstream and current in all of its obligations.
- 6.3** Service credit(s) may be granted only if Customer has afforded Allstream reasonable access to Customer's premises for appropriate repairs, maintenance, testing, and any other work in order to remedy the cause of the Service Outage.
- 6.4** Allstream's records and data will be the sole basis for all Service credit calculations and determinations.

## **7.0 SOLE REMEDY**

- 4.1** CUSTOMER'S RIGHT TO CREDITS AS PROVIDED IN THIS SLA SHALL BE CUSTOMER'S SOLE REMEDY WITH REGARD TO THE VPLS SERVICE AND ANY SERVICE OUTAGE, INTERRUPTION OR DEFICIENCIES WHATSOEVER REGARDING THEM.