



SIP SERVICES 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, 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.

“SIP Services” includes SIP Business Lines, SIP PRI, and SIP Trunking.

1.0 SERVICE AVAILABILITY

1.1 SIP Services Availability is defined as the percentage of time that the SIP Services are able to deliver inbound and outbound PSTN traffic to the demarcation point of the service. SIP Services Availability to the Customer’s equipment location must also include the availability of the interconnecting data circuit, which is beyond the scope of this SLA. In effect, this document outlines the SLA for the “core” network elements of Allstream’s SIP Services.

1.2 The target is 100% availability in each calendar month. Method of Calculation of Availability is as follows:

<p><u>(Total Minutes in Calendar Month) – (Total Minutes of Service Outage)</u> Total Minutes in Calendar Month</p> <p>“Total Minutes in Calendar Month” is determined by Example: 30 days X 24 Hours X 60 Minutes = 43200 minutes = 100% Availability</p>
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1.3 Credit

1.3.1 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. The credits are based on the monthly SIP Services charges excluding long distance or toll free usage.

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

1.4 Description

- 1.4.1** A Service Outage is defined as a total loss of connectivity of the Service to one or more Customer locations.
- 1.4.2** 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 (h) Customer reports a circuit/Service as impaired but declines to release it for testing and/or repair, or (i) due to a failure of the network access connecting the Service location to Allstream's data center.
- 1.4.3** 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.
- 1.4.4** 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.
- 1.4.5** 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 Mean Time to Restore ("MTTR")

2.1 Definition

Mean Time to Restore (MTTR) is defined as the average time to restore service after an interruption, across all reported service interruptions in the service documented by Allstream within the month. A service interruption is flagged as Failed or Degraded (F or D) in the Allstream ticketing system, and is generally described as business impacting. MTTR includes tickets where the outage is directly attributed to Allstream's network components.

Mean Time to Restore =

The Total Network Outage Time excluding Customer Deferred time (in hours) for all Trouble Tickets in a Month

Total Number of Trouble Tickets in a Month

2.2 MTTR Service Level Target

Calculation of the Mean Time to Restore (MTTR) objectives will be based on troubles reported by the Customer using Allstream's ticketing systems. The Total Network Outage Time begins when the Customer reports the trouble and releases the affected components to Allstream and ends when Allstream notifies the Customer that the problem has been resolved and the components are available to the Customer to use.

MTTR target = 4 hours

2.3 MTTR Credit

If Allstream is unable to meet the Mean Time To Restore metric for the Customer's network as detailed in Table 2 for the previous one month measurement period, the Customer will be provided with a Service Credit for the SIP Services that were affected. 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. The credits are based on the monthly SIP Services charges excluding long distance or toll free usage. The Service Credit shall be applied to the next available billing period following the Customer requested SLA investigation.

TABLE 2: SERVICE CREDIT FOR MEAN TIME TO RESTORE	
OVER SLA OBJECTIVE IN HOURS	MONTHLY CUSTOMER CIRCUIT CHARGE CREDIT
1	3.3%
2- 5	10%
5-8	15%
8-12	25%
Greater than 12	1 month Credit

2.4 Exclusions

Please refer to Exclusions Section for a list of the items, which shall be excluded from any determination of Mean Time to Restore.

3.0 EXCLUSIONS

Allstream takes pride in delivering the highest possible quality of service to our customers, however there are times when a failure or service interruption is outside of our control or circumstances impact our ability to restore service promptly. Excluded items are defined as periods of downtime or interruption due to items other than SIP Services that may nevertheless affect the SIP Services.

- All services and infrastructure not maintained by Allstream that have a direct and/or indirect impact to SIP Services. This includes our shared network connections with other carriers and remote networks not within Allstream's control.
- Components already covered under other SLAs
- Test and inquiry trouble tickets.
- No Trouble Found trouble tickets.
- Telephone number ports.
- Disaster recovery activities.
- Long Distance and Toll Free usage.
- Local Access Facilities not supplied or sub-contracted through Allstream.
- Packet errors due to outages not under Allstream's Data Service network control.
- Instances where Allstream or its agents are not afforded access to the Customer premise and equipment.
- Outages during any period when the Customer has released service to Allstream for the purpose of rearrangement or implementation of a Customer Order.

- Periods of scheduled network maintenance where Allstream has provided Customers advanced notification of the event.
- Failure of public utility power systems serving the Customer or systems not provided by Allstream.
- Changes made by the Customer to the Customer Network without the prior written consent of Allstream.
- For implementation of service orders, delays caused by the customer or agents thereof which prevent Allstream from completing the order on the previously committed date.
- Negligence of the Customer or parties authorized by the Customer other than Allstream.
- Outages due to labor difficulties, governmental orders, civil commotion, acts of God and other circumstances beyond Allstream's reasonable control.
- Outages due to software defects, hardware defects, and equipment misconfiguration not under Allstream control which provide service to and from the Allstream defined SIP Services.

4.0 REQUEST FOR CREDIT

- 4.1** 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.
- 4.2** 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.
- 4.3** 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.
- 4.4** Allstream's records and data will be the sole basis for all Service credit calculations and determinations.

5.0 SOLE REMEDY

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