



TPx Communications Service Level Agreement (SLA) for Time Division Multiplexed (TDM) Voice and Data Services

1. General

TPx Communications is committed to providing its customers with the highest quality communications services. As a result, TPx will guarantee network service levels for the following categories, if applicable to TDM Voice and Data services and features purchased: Network Availability, Time to Repair, Latency, and Packet Delivery Guarantees. These guarantees apply to those services that utilize TPx's local access and core network for the delivery of its voice and/or data services as described in Section 3 below. For integrated services over the same access circuit, the SLA will only apply to the service affected by the impairment.

TPx service is interrupted when it becomes impaired to the extent that a Customer's service falls below the performance specifications of this SLA because of the failure of the TPx network, equipment or facility component used to provide service under this agreement. An interruption period begins when an inoperative service is reported by the customer to TPx and the service is released for testing and repair and ends when the customer is notified that the service is operative.

2. Service Credit Claim Procedure and Limitations

The customer must initiate the service credit claim within 45 business days after the end of the calendar month during or for which the event occurred. TPx will take all measures it deems appropriate to investigate reported failures. In no event shall the combined credits for the guarantees listed above, separately or combined with any other service credit claims against TPx, exceed in any month the total monthly recurring charge (MRC) owed by the customer for the affected service(s) and associated local access in that calendar month. No more than one service credit allowance shall be provided to a customer for an outage or interruption in service from a single or the same occurrence.

No credit allowance for service interruptions will be made under the following circumstances:

- Interruptions or impairments caused by the negligence of the customer or any third party not associated with TPx.
- Interruptions or impairments of a service due to the failure of communications and network services, equipment, local access or systems provided by the customer or any third party not associated with TPx.
- Interruptions or impairments of a service during any period in which TPx does not have access to the premises where the service is located.
- Interruptions or impairments of a service when the customer has released the service to TPx for maintenance purposes, to make rearrangements, reconfigurations or for the implementation of an order for a change in the service during the time period that was negotiated with the customer prior to the release of that service.
- Interruptions or impairments of services that are during planned or emergency, unplanned network maintenance activities. Planned maintenance activities are from 12 midnight to 6 AM local time seven days per week. Unplanned, emergency network maintenance activities may occur at any time. Both of these activities may or may not include a customer service interruption or impairment. TPx will undertake every reasonable effort to minimize any customer service interruption or impairment during these activities and any service interruption or impairment is not covered under this SLA.
- Interruptions of service when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
- Interruptions or impairments caused by or related to labor difficulties, governmental orders, civil commotions, acts of terrorism, any third party not associated with TPx, criminal actions taken against TPx, acts of God and other circumstances beyond TPx's reasonable control.
- Interruptions or impairments of service during periods of temporary discontinuance of service as specified in TPx's applicable tariffs, Acceptable Use Policy (AUP) and Customer's TPx Account Agreement (TAA) and Customer Addendums.



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Section 3 SLAs for Services

TPx TDM Voice Services Subject to SLAs
<ul style="list-style-type: none"> • Business Lines • PRI • SuperTrunk/CAS • OnePac • Flex • Mpower Office

Network Availability SLA Objective	99.999% for both TPx Core Network and TPx Provided Customer Local Access Circuit
Time Interval Measurement	Calendar Month
Time to Repair (TTR)	4 hours for both Core Network and Local Access Circuit
Remedy	<4 hours: \$0 ≥4 hours: 1/30 th MRC for each hour exceeding 4 hours

TPx Core Network SLA Objectives	California and Nevada Regional Network	California, Nevada and Texas Inter-Regional, Intra-Texas and Northeast Inter-Regional Networks	National Network (Alaska, Hawaii and International require an SLA Addendum)
Latency (Round Trip in milliseconds)	30 ms	50 ms	90 ms
Time Interval Measurement	Calendar Month	Calendar Month	Calendar Month
Remedy	1/30 th MRC for each 1 ms above 30 ms average	1/30 th MRC for each 1 ms above 50 ms average	1/30 th MRC for each 1 ms above 90 ms average

Voice Availability	100%	100%	100%
Time Interval Measurement	One hour increments	One hour increments	One hour increments
Remedy	1/30 th MRC for each full hour of unavailability	1/30 th MRC for each full hour of unavailability	1/30 th MRC for each full hour of unavailability

Definitions:

1. TPx Core Network is defined as being from our Provider Edges where TPx connects to the customer's local access circuit and to the far end TPx Provider Edge connecting to an Internet peering point or an interconnection to the Public Switched Telephone Network.
2. Customer Local Access Circuit is defined as being from TPx-provided equipment and/or local access circuit at the Customer premises to the interconnection point to TPx's Provider Edge network.
3. Calendar Month is a period from a specified day in one month to the day numerically corresponding to that day in the following month, less one.
4. Network Availability Objective is the calendar month availability of services to the customer. It is calculated as the percentage of time that the network is capable of accepting and delivering customer communications to the total time in the measurement period. Availability is defined as the customer having use of the service(s) even while another SLA parameter may be subject to repair and remedy.
5. Time to Repair is the period of time when the Customer first reports a service outage to TPx and releases the service for repair and when TPx notifies the customer that it is back in service.



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6. Latency is how much time it takes for a packet of data to get from one designated point to another and return to its origination point.
7. Packet Availability is the difference between the number of packets transmitted at ingress to TPX's Core Network and the total number of packets received at egress from TPX's Core Network.
8. Measured throughput for services at any point in time can vary plus or minus Ten Percent (10%) less than the Committed Information Rate (CIR) due to service port speed, type of customer traffic and its prioritization plus other factors associated with service delivery and the technology used.
9. Customer MRCs or recurring billing elements that are covered by this SLA may include Access, Port, Service, Feature and CPE according to the impact of a service outage or interruption.