IGNISIS® Service Level Agreement (SLA) for T-1, EOC, Cable and DSL℠, and Aggregation Services

1. Overview

This SLA describes target network performance and service level metrics for Broadband End User Services and Customer Aggregation Services provided by IGNISIS®. Additional limitations to this SLA are further described below. IGNISIS® makes the following network performance and service level commitments:

2. Definitions

Network Outage - An unscheduled period during which the service is interrupted and not usable. To qualify for network outage credits, Customer must open a Trouble Ticket.

Network Outage Time - The period beginning when the Customer reports a Network Outage to IGNISIS® (Trouble Ticket initiation) and ending when IGNISIS® closes the Trouble Ticket with the Customer. If the Customer does not initiate a Trouble Ticket with IGNISIS®, or does not release the circuit to IGNISIS® for testing, IGNISIS® will not be obligated to issue credits for the Network Outage.

Trouble Ticket - The method to be used by the Customer when reporting a Potential Network Outage to IGNISIS®.

3. Qualifications

When the Customer experiences a Network Outage, the Customer must notify IGNISIS® and open a Trouble Ticket. In order to receive a credit on a Performance Standard, the Customer must first open a Trouble Ticket by reporting the Network Outage within 5 business days of the occurrence and then submit a written request for a credit to IGNISIS® within 5 business days of the Trouble Ticket closed date. The Customer must document the following information when requesting the credit: (1) the Trouble Ticket number, (2) the time the Trouble Ticket was opened and closed, and (3) the number for each of the Circuits that experienced the Network Outage.

4. Performance Standards

Performance Standards available on Broadband Services are Core Network Availability, End-to-End Network Availability, Mean Time to Respond, and Mean Time to Repair (MTTR).

Performance Standards in this document are offered in conjunction with IGNISIS' services for the following circuits:

- End User Circuits: T1, EOC - Ethernet Over Copper, Cable, SDSL, and IDSL only
- Aggregation Circuits

5. End User Circuits

Performance Standard	T1-Fractional T1	Ethernet Over Copper	Business Grade Cable	Commercial Grade DSL	IDSL
Minimum Throughput Guarantee	100%	100%	80%	80%	80%
Mean Time to Respond	15 minutes	15 minutes	15 minutes	15 minutes	15 minutes
Mean Time to Repair	4 Hours - See Section 6.6	4 hours - See Section 6.6	8 hours ** See Section 6.5	24 hours*	48 hours*

***** Notwithstanding the commitments contained above, the remote location of the following cities requires that IGNISIS® guarantee a twenty-eight (28) hour MTTR: Durango, Colorado; Quincy, Illinois; Alamogordo, New Mexico; Cedar City, Utah; and Jackson, Wyoming and any other remote location territories.

5.1. Core Network Availability - Applies to all Circuits

The Core Network Availability commitment relates to the amount of time that the IGNISIS® core network is available to the Customer. The core network is measured from the IGNISIS® or underlying carrier equipment located in the central office to the carrier's core routing equipment connected to the carrier's aggregation circuits. Downtime is calculated commencing with the date and time the trouble ticket is opened and ending upon confirmation that service has been restored.

Performance Standard
The Core Network Availability performance standard is 99.95%. IGNISIS® will credit the Customer's account if it fails to meet this Core Network Availability Performance Standard during any calendar month.

Calculation
Core Network Availability is calculated as the total number of minutes in a billing month during which network PVC routes and associated ports are available to exchange data between two network infrastructure node end points, divided by the total number of available minutes in a calendar month. A Network Outage is calculated commencing with the date and time on which the Customer informs IGNISIS® of Network Outage by opening a Trouble Ticket with IGNISIS® and ends on the date and time of service restoration. Network Outages beyond the responsibility of IGNISIS® are excluded from the calculation.

Core Network Availability is calculated as follows:

Monthly Core Network Availability Time (%)=

$$1 \text{ minus } \frac{\text{Total minutes of PVC unavailability in month}}{\text{Total number of minutes in month}} \times 100$$

5.2. Mean Time To Respond – End User Circuits.

IGNISIS® agrees to respond to Customer requests for repair and other technical problems within a mean response time of fifteen (15) minutes (averaged per month based on all response times for all submitted Trouble Tickets).

5.3. Mean Time To Repair - MTTR – DSL End User Circuits.

IGNISIS® will manage the local loop vendor (or Incumbent Local Exchange Carrier) on behalf of the Customer for any repairs or problems related to IGNISIS® provided End User Circuits. Mean time to repair ("MTTR") is the period of time commencing on the date and time the Customer informs IGNISIS® of Network Outage (i.e., opening a Trouble Ticket) and ending on the date and time of service restoration (i.e., closing a Trouble Ticket).

Performance Standard
MTTR for all submitted Trouble Tickets is 24 hours averaged on a per month basis for DSL End User Circuits and 48 hours for IDSL End User Circuits (excluding access related problems).

Calculation
MTTR is calculated as the average time to repair the Network Outage for all submitted Trouble Tickets. The length of each Network Outage per circuit is totaled at the end of each billing month and divided by the corresponding number of Network Outages denoted by Trouble Tickets opened for that billing month. MTTR per billing month is calculated as follows:

Monthly MTTR Average =	$\frac{\text{Cumulative length of Network Outage(s) per Circuit}}{\text{Total number of Trouble Tickets per billing month}}$

6. Performance Standards – Aggregation (Customer) Circuits

Performance Metric	Aggregation Circuits
Core Network Availability	99.95%
End-to-End Network Availability	99.95%
Mean Time to Respond	15 minutes
Mean Time to Repair	See section 6.6

6.2 Core Network Availability - Applies to all Circuits (See section 5.1 above.)

6.3 End-to-End Network Availability – Applies to Aggregation (Customer) Circuits for which IGNISIS® Provides Transport

The End-to-End Network Availability consists of the number of minutes that an IGNISIS® circuit is available to the Customer. End-to-End Network Availability is measured from the IGNISIS®-provided demarcation at the Customer's location to the IGNISIS® ATM switch terminating the Aggregation Circuit. Downtime is calculated commencing with date and time Customer opens the trouble ticket with IGNISIS® and ending upon confirmation that the service is restored. End-to-End Network Availability does not apply to customers providing transport for the Aggregation Circuit.

Performance Standard
The End-to-End Network Availability Performance Standard is 99.9%. IGNISIS® will credit the Customer's account if it fails to meet the End-to-End Network Availability Performance Standard during any calendar month.

Calculation
End-to-End Network Availability is calculated as the total number of minutes in a billing month during which the network routes and associated ports are available to exchange data between the end users and the customer, divided by the total number of available minutes in a calendar month. A Network Outage is calculated commencing with the date and time on which the Customer informs IGNISIS® of Network Outage by opening a Trouble Ticket with IGNISIS® and ends on the date and time of service restoration. Network Outages beyond the responsibility of IGNISIS® are excluded from the calculation.

End-to-End Network Availability is calculated as follows:

Monthly End-to-End Network Availability Time (%)=

$$1 \text{ minus } \frac{\text{Total minutes of circuit unavailability per month}}{\text{Number of available minutes per month}} \times 100$$

6.4 Mean Time To Respond – Aggregation (Customer) Circuits

IGNISIS® agrees to respond to Customer requests for repair and other technical problems within a mean response time of fifteen (15) minutes averaged per month based on all response times for all submitted Trouble Tickets.

6.5. Mean Time To Repair - MTTR – Cable Circuits and Cable End User Circuits

IGNISIS® will manage the local loop vendor (or Incumbent Local Exchange Carrier) on behalf of Customer for any repairs or problems related to IGNISIS® provided Aggregation Circuits and Cable End User Circuits. IGNISIS® will not manage the local loop vendor (or Incumbent Local Exchange Carrier) on behalf of the Customer if Customer has provided the transport for the Aggregation (Customer) Circuit. MTTR is the period of time commencing on the date and time the Customer informs IGNISIS® of Network Outage (i.e., opening a Trouble Ticket) and ending on the date and time of service restoration (i.e., closing a Trouble Ticket).

Performance Standard
Mean repair time for all submitted Trouble Tickets shall target 8 hours averaged on a per month basis for all Aggregation and Cable Circuits with the following exceptions:

** Business Grade Cable - MTTR's for Business Grade Cable are governed by the use of the underlying carriers language of "Endeavor to Restore", "Commercially Reasonable Efforts" and "Within the Prescribed Window". Therefore, credits may be issued for service outages lasting over 8 hours, but do not constitute a material breach unless repair times over 8 hours are widespread and excessive, and written notice has been given to cure.

Calculation
MTTR is calculated as the average time to repair the Network Outage for all submitted Trouble Tickets. The length of each Network Outage per Aggregation Circuit or Cable Circuit is totaled at the end of each billing month and divided by the corresponding number of Network Outage denoted by Trouble Tickets opened for that billing month. MTTR per billing month is calculated as follows:

6.6. Mean Time To Repair - MTTR – T1, Ethernet (EOC), and Aggregation Circuits

IGNISIS® will manage the local loop vendor (or Incumbent Local Exchange Carrier) on behalf of Customer for any repairs or problems related to IGNISIS® provided Aggregation Circuits and T1/EOC End User Circuits. IGNISIS® will not manage the local loop vendor (or Incumbent Local Exchange Carrier) on behalf of the Customer if Customer has provided the transport for the Aggregation (Customer) Circuit. MTTR is the period of time commencing on the date and time the Customer informs IGNISIS® of Network Outage (i.e., opening a Trouble Ticket) and ending on the date and time of service restoration (i.e., closing a Trouble Ticket).

Performance Standard
Mean repair time for all submitted Trouble Tickets shall target 4 hours averaged on a per month basis for all Aggregation and T1/EOC Circuits with the following exceptions:

- If dispatch is required, but the Aggregation Circuit or T1/EOC Circuit terminating location is within a Zone One Territory, the MTTR is 2.5 to 12 hours, depending on carrier. “Zone One Territories” include the following cities: Phoenix; Los Angeles; San Diego; San Francisco; San Jose; Denver; Washington D.C.; Miami; Tampa, Florida; Atlanta; Chicago; Boston; Detroit; Minneapolis; Charlotte, North Carolina; Raleigh, North Carolina; Newark, New Jersey; New York City; Cincinnati; Philadelphia; Pittsburgh; Dallas; Houston; and Seattle.

- If dispatch is required and the Aggregation Circuit or T1/EOC Circuit is within a Zone Two Territory, the MTTR is twelve (12) hours. “Zone Two Territories” include all territories served by IGNISIS® not included as Zone One Territories or listed below as Remote Location Territories.

- Notwithstanding the commitments contained above, the remote location of the following cities requires that IGNISIS® guarantee a twenty-eight (28) hour MTTR: Durango, Colorado; Quincy, Illinois; Alamogordo, New Mexico; Cedar City, Utah; and Jackson, Wyoming (“Remote Location Territories”).

Calculation
MTTR is calculated as the average time to repair the Network Outage for all submitted Trouble Tickets. The length of each Network Outage per Aggregation Circuit or T1/EOC Circuit is totaled at the end of each billing month and divided by the corresponding number of Network Outage denoted by Trouble Tickets opened for that billing month. MTTR per billing month is calculated as follows:

$$\textit{Monthly MTTR Average} = \frac{\textit{Cumulative length of Network Outage(s) per affected Circuit}}{\textit{Total number of Trouble Tickets per billing month}}$$

7. Credit Structure – Aggregation (Customer) Circuits and End User Circuits.

The non-compliance credit structure is based on monthly billing calculations. For any billing month in which IGNISIS® fails to meet any one of the Performance Standards stated in this document, the following credit structure will be applied to the net Monthly Recurring Charges (MRC) across the Customer's service affected by the Network Outage(s).

Consecutive Month(s) of Non-Compliance	**Credit Structure (% of affected service)**
The Customer will only receive credits for ONE Performance Standard in a billing month.	
1st	10%
2nd	20%
3rd	30%
After 3rd month	30% or the Customer may terminate the affected circuit without penalty

If IGNISIS® is unable to satisfy any one of the Performance Standards for one month, it will provide a credit equal to 10% of the fixed rate for the monthly service affected after the application of discounts. If IGNISIS® does not meet the same Performance Standard, it will provide a 20% credit for the second consecutive month and a 30% credit for the third consecutive month. After any third consecutive month of failing to satisfy the same Performance Standard, the Customer or IGNISIS® may elect to either continue the affected service, inclusive of the credits, or discontinue the affected service without liability, except for charges incurred prior to discontinuance of service.

Because MTTR and Availability are two different ways of measuring the same interruption, IGNISIS® will issue credit for the method, which results in a greater rebate. IGNISIS® will only issue a credit for one Performance Standard on the same service within the same month.

In order to cancel any IGNISIS® service, the Customer must submit a written disconnect notice to customercare@ignisis.co.

8. Events Beyond Control of IGNISIS®

Network Availability and MTTR measurements do not include periods of Network Outage resulting in whole or in part from one or more the following causes:

- Act or omission on the part of the Customer, any third party contractor or vendor, or any other entity over which the Customer exercises control or has the right to exercise control;
- Customer's application, equipment, or facilities;
- Maintenance scheduled by IGNISIS® or Customer;
- Event or occurrence that results in "No Trouble Found" resolution to Trouble Tickets;
- Force Majeure event beyond the reasonable control of IGNISIS® including, but not limited to, an Act of God, a cable cut by third parties, a natural disaster, a government act or regulation, a labor strike, or a national emergency;
- Trouble Ticket associated with new installations;
- Interruption associated with any act or omission on the part of the Customer or a third party, including, but not limited to, any local access provider, or an interruption where the Customer elects not to release the service for testing and repair and continues to use it on an impaired basis;
- Interruption during any period if IGNISIS® or its agents are not allowed access to the Customer premises where the access lines are terminated; or
- Master Trouble Tickets opened by IGNISIS® or by a qualified third party on behalf of IGNISIS®.