

# EarthLink® *Business DSL*— Service Level Agreement

## Overview

This Service Level Agreement (SLA) covers the following performance parameters for EarthLink Business DSL:

- Installation Interval
- Provisioning
- Network Availability
- Mean Response Time
- Severe and Chronic Problems
- Customer Premise Equipment Warranty

## Installation Interval

EarthLink's target Installation Interval is 30 calendar days from the day the order is placed until the day the Field Service Technician is dispatched to install the line. This calculation does not include: (a) any period that EarthLink waits for a response or action from the Customer; (b) any period that EarthLink waits to install the line due to the Customer's failure to respond, lack of access to the Customer's facilities or change of requested installation date; or (c) any period resulting in force majeure events. If this Installation Interval target is not met, EarthLink will provide the first month of Business DSL service at no charge.

This Service Level Agreement becomes effective upon initial confirmation of traffic passing from the Customer's router to the EarthLink network.

## Provisioning

EarthLink and the Customer agree that an EarthLink Business DSL circuit shall be successfully provisioned if the maximum throughput is 80% of the ordered service. If the Field Service Technician is unable to successfully provide a circuit with the ordered service, the Customer will be offered the maximum available throughput rate and corresponding service.

## Network Availability

EarthLink is committed to providing a reliable network for its Customers. With that goal, EarthLink's target for Network Availability is 99.9%.

EarthLink's Network Availability is defined as the percentage of minutes in a calendar month a Customer circuit did not experience a Service Outage in that month. Network Availability as a percentage is calculated:

$$1 - \left( \frac{\text{Time to Restore Service for all Customer Circuit outages experienced in a calendar month}}{\text{Number of total minutes in the same month}} \right) \times 100$$

The availability target does not account for scheduled outages on EarthLink's Network or events outside of EarthLink's control, including, but not limited to, force majeure events or Customer equipment outages. Network downtime is calculated commencing with the date and time on which the Customer contacts EarthLink and a trouble ticket is opened, and ending upon confirmation from EarthLink that the network is restored.

If EarthLink does not meet Network Availability per the above definition, EarthLink will credit the Customer based on the amount of downtime experienced. Each hour of downtime constitutes an hour of credit. Downtime in excess of five (5) hours in one day will be considered an entire day. Credit is calculated based on the monthly recurring fee and a thirty (30) day month.

## EarthLink<sup>®</sup> **Business DSL**— Service Level Agreement *continued*

### Mean Response Time

EarthLink is committed to providing the best Customer care experience in the telecommunications industry. In the event that a trouble ticket is required, EarthLink will provide updates to the Customer at least once daily on each open issue. Each issue will be handled separately and will not be combined with another open issue unless related to the open issue.

### Severe and Chronic Problems

A Customer is experiencing a Severe Problem if the aggregate Service Outage time experienced is in excess of twenty-four (24) hours in any calendar month. If a subsequent Severe problem occurs within one calendar month following the calendar month in which a customer experienced a Severe Problem, the problem will be considered Chronic.

Upon verification of a Chronic Problem, a customer may request that EarthLink disconnect the circuit and any applicable Early-Termination Fees will be waived.

### Customer Premise Equipment Warranty

If the Customer purchases Customer Premise Equipment directly from EarthLink, EarthLink will assign, to the extent permitted, the manufacturer's warranty of at least one (1) year. In the event that the equipment is determined to be faulty within the applicable warranty period, EarthLink will dispatch a Field Service Technician ("FST") to the Customer's premises to configure and install the replacement equipment within five business days of EarthLink's determination that the Customer Premise Equipment requires replacement.

If an FST is dispatched to support a warranty replacement and it is determined that the equipment is not faulty and the problem does not fall under the manufacturer's warranty, then the Customer will be charged any applicable service order charges for the FST dispatch as set forth in the Schedule of Services. This warranty does not apply to the equipment or service problems caused by the Customer equipment configuration changes done after the initial installation of the Customer Premise Equipment.

After one year, repair and replacement of Customer Premise Equipment becomes the responsibility of the Customer.

### Credit Availability

It is the Customer's responsibility to identify and request all valid SLA claims and corresponding credits. To be eligible for service credits, Customer must first report outage, delay or delivery events to EarthLink's Technical Support call centers and a trouble ticket must be opened. Please request a ticket number from the EarthLink representative. EarthLink will notify Customer of its resolution of the reported outage. Customer must claim any applicable service credits by calling EarthLink Business Access Customer Service at 1-888-698-4357(HELP) within fifteen (15) calendar days of the notice of resolution of the reported incident. In the event that two or more credits are simultaneously claimed, a credit will be applied toward the single claim resulting in the largest credit. EarthLink will apply any service credits to the Customer's next monthly invoice.