

EarthLink[®] Enterprise T1/T3 – Service Level Agreement

Agreement Definition

EarthLink's Service Level Agreement (SLA) is a standard feature with 56K, Frame Relay, Fractional T1, Full T1, Fractional T3, and Full T3 dedicated services for eligible Customers. The SLA guarantees 99.99% availability ("uptime") each month and may offer a credit if the Customer meets certain requirements. The SLA is not available with ADSL, SDSL, IDSL, and Extended DSL services.

The Service Level Agreement guarantees availability of the Customer's EarthLink Internet connection, including the local loop, EarthLink POP, and network backbone up to the Network Access Point (NAP). The EarthLink Internet connection through the Customer's router and CSU/DSU is also covered under the SLA if the router and CSU/DSU were purchased from, and are managed by EarthLink. The Customer's Local Area Network is not covered under the SLA.

	High Speed Enterprise T1	High Speed Enterprise T3
Network Availability	100% (Guaranteed)	100% (Guaranteed)
Service Availability	99.99% (Guaranteed)	99.99% (Guaranteed)
Latency (round trip continental 48 states)	<= 65ms (Guaranteed)	<= 65ms (Guaranteed)
Packet Loss (round trip continental 48 states)	Guaranteed Average <=0.1%	Guaranteed Average <=0.1%
MTRR	4 Hours	4 Hours
Installation	30-45 business days	45-60 business days

Network Availability: Defined as the aggregate reachability of all endpoints on the EarthLink Network excluding scheduled maintenance.

Service Availability: Defined as the ability of a customer to exchange IP packets with EarthLink's network in North America excluding scheduled maintenance.

Latency: Average monthly end-to-end round-trip average delay within EarthLink's network in North America.

MTRR: Defined as EarthLink target for Mean Time To Restore service.

Customer Eligibility for SLA Coverage

- Customer must have one or more of the following Services installed: 56K (DDS/DS0 circuits only), Frame Relay, Fractional T1, Full T1, or T3 dedicated services. No other Services qualify for SLA coverage.
- Customer must sign a new Dedicated Access Service Agreement (which includes a new Product/Service Quote) with a minimum one-year term agreement for each line installed. Existing Customers, who convert to a new Dedicated Access Service Agreement as above, will be eligible for SLA coverage the first full month following the effective date of the Dedicated Access Service Agreement.
- Customer's installation must be complete before the SLA takes effect. SLA credit for the month of a new order, which meets the requirements, is 25% of the prorated monthly fee.

EarthLink[®] **Enterprise T1/T3 Service Level Agreement** *continued*

- The router and CSU/DSU must be purchased from and managed by EarthLink for full SLA coverage of the Internet connection, otherwise the SLA covers the connection only to the point of demarcation, where the line terminates at the Customer premise.

Requirements for SLA Credit

1. Customer must contact EarthLink Network Customer Support by telephone at 1-888-698-4357 (HELP) to report an outage or downtime during the outage. Downtime measurement begins with verbal contact between EarthLink Network Customer Support and the Customer. Customer reports of network outage/downtime via email and fax are not accepted under the SLA.
2. Downtime ends upon confirmation by EarthLink Network Customer Support that service has been reestablished. This is accomplished by EarthLink pinging the Customer's router or by confirmation from the Customer.
3. If Customer's cumulative outages in any full month exceed the qualified downtime, and the Customer is covered by the SLA, the Customer must call EarthLink Network Customer Support at 1-888-698-4357 to request a credit to the Customer's account by the 15th day of the following month.
4. Approved credits will be applied to a later invoice.
5. A maximum of 25% of the Customer's monthly fee will be credited each month (Limit one credit per month). Credits granted are the Customer's sole and exclusive remedy if EarthLink does not meet the guaranteed SLA availability.

Exclusions from SLA Coverage

- Scheduled maintenance of the EarthLink Network
- Problems outside the EarthLink Network, including but not limited to Network Access Point (NAP) failures
- Customer problems including but not limited to unplugged cables; software crashes; Customer hardware and/or administration failures
- Degraded or slow service
- Force majeure
- EarthLink's ADSL or SDSL services

Please complete the following:

1. What brand is your Internet router and/or CSU/DSU? _____

2. Was your hardware purchased from EarthLink? Yes _____ No _____

3. Who administers your router? EarthLink _____ Other (please specify) _____

Customer Initials: _____