



CallOne IP SLA

<i>SLA Indicator</i>	<i>SLA Parameter</i>	<i>Credit to Customer</i>
Network Availability	$\geq 99.999\%$	1 day credit = 1/30 of the monthly fees for the applicable location(s) per each hour of downtime that exceeds an initial grace period of one (1) hr of downtime per month.
MTTR*	≤ 4 hours average per month	
Latency	< 55 ms maximum average and never to exceed 100 ms	<ul style="list-style-type: none"> • 1 day credit = 1/30 of the monthly fees for the applicable location(s) if reported average monthly latency exceeds 55 ms for the average of the reported matrix of IP City pairs. • 1 day credit = 1/30 of the monthly fees for the applicable location(s) for each monthly latency measurement over 100 ms max. round-trip time.
Packet Loss	$< 1\%$ average per month	1 day credit = 1/30 of the monthly fees for the applicable location(s) per each percentage above the packet loss goal of 1%.

- a. Network Availability. Network Availability is a measurement of the percent of total time that service is operative when measured over a 365 consecutive day (8760 hour) period. CallOne's underlying carrier Network availability for Dedicated Internet Access Services shall be 99.999% from POP to POP measured over a one-year period. CallOne and the underlying carrier will undertake repair efforts on equipment or fiber when CallOne first becomes aware of it. Or when notified by the Customer and the Customer has released all or part of the Service for testing. The standards by which CallOne's Dedicated Internet Services is measured apply only on a one-way basis between CallOne's underlying carrier POPs. CallOne does not guarantee the availability of local loops.
- b. Meant Time to Restore ("MTTR"). MTTR shall be the average time required to restore service and resume availability and is stated in terms of equipment and cable outages. The time is measured from the moment the outage is reported until the service is available. With respect to Dedicated Internet Access Service, CallOne and the underlying carrier has an objective of repairing network equipment within an average of two (2) hours and an objective to have the first fiber on a cable cut restored within an average of six (6) hours. CallOne and the underlying carrier will undertake repair efforts on equipment or fiber when CallOne and the underlying carrier first become aware of the

problem. Or when notified by the Customer and the Customer has released all or part of the Service for testing.

- c. **Latency.** Latency is measured as the round-trip time, averaged over a month (720 hours/month), required for a packet (100 bytes) to travel between CallOne's underlying carrier Core IP POPs (IP Core Access Router to CallOne IP Core Access Router). For Services on the Network, Latency will be less than 55 ms maximum average round-trip, not to exceed 100 ms peak between Core IP POPs when averaged over a one month period (720 hours). The SLA Latency is the average of mean latency values for IP Core POP City pairs.
- d. **Packet Loss.** Packet Loss is measured as the percentage of 100 byte packets at 5 iterations of 100 trials, averaged over a month (720 hours) lost between CallOne's underlying carrier Core IP POPs (IP Core Access Router to CallOne IP Core Access Router). For Services on the Network, Packet Loss will be less than 1% averaged over a month period (720 hours) between IP Core POPs.

Exceptions to CallOne's SLA Obligations.

CallOne will not be liable for Service Credits in the following situations:

- (i) prior to the successful completion of installation (i.e., the Billing Start Date) for an End User Circuit;
 - (ii) interruptions of Service attributable to Customer, End User, or any third party other than CallOne or CallOne's authorized agents or suppliers;
 - (iii) interruptions or delays attributable to End User CPE or other equipment, whether provided by CallOne or others;
 - (iv) interruptions during periods of scheduled maintenance or network upgrades;
 - (v) interruptions during periods when End User or Customer elects not to release End User's Service for testing and/or repair or does not respond to information or other requests by CallOne or Customer;
 - (vi) interruptions during any period when End User or Customer releases a Service for maintenance or rearrangement purposes, or for implementation of a Customer order or request;
 - (vii) interruptions during any period when CallOne or its agents are not afforded access to the End User premises where Services are terminated;
 - (viii) interruptions not reported to CallOne or where there is trouble reported, but no trouble found by CallOne; or
 - (ix) Force Majeure events.
- CallOne will nevertheless use its reasonable efforts to seek a prompt resumption of Service and/or resolution of transmission problems in those circumstances where such efforts have a reasonable likelihood of achieving a resumption of Service.