

New Edge Networks - DSL and T1 Service Level Agreement (SLA)

I. Overview

This SLA describes target network performance and service level metrics for DSL and T1-Frame or T1-ATM End User Services provided by New Edge Networks, except that Small Office DSL Service is not covered by this SLA. Additional limitations to this SLA are further described below. New Edge Networks makes the following network performance and service level commitments:

II. 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 New Edge Networks (Trouble Ticket initiation) and ending when New Edge Networks closes the Trouble Ticket with the Customer. If the Customer does not initiate a Trouble Ticket with New Edge Networks, or does not release the circuit to New Edge Networks for testing, New Edge Networks will not be obligated to issue credits for the Network Outage.

Trouble Ticket - The method to be used by the Customer when reporting to New Edge Networks a perceived Network Outage.

III. Qualifications

When the Customer experiences a Network Outage, the Customer must notify the appropriate Customer Service Center 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 New Edge Networks within 5 business days of opening the Trouble Ticket. 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.

IV. Performance Standards

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

Performance Standards are offered in conjunction with New Edge Networks' services for the following circuits:

- End User Circuits (T1-Frame or T1-ATM, ADSL, SDSL, and IDSL)

1. DSL End User Circuits

Performance Standard	End User Circuits			
	T1-Frame or T1-ATM	SDSL	IDSL	ADSL
Service Availability	99.9%	99.9%	99.9%	99.9%
Mean Time to Respond	15 minutes	15 minutes	15 minutes	15 minutes
Mean Time to Repair	See section 2.4	24 hours*	48 hours	48 hours

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

1.1 Performance Standard

The Core Network Availability performance standard is 99.9%. New Edge Networks will credit the Customer's account if it fails to meet this Service Availability Performance Standard during any calendar month.

Calculation

Service 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 New Edge Networks of Network Outage by opening a Trouble Ticket with New Edge Networks and ends on the date and time of service restoration. Network Outages beyond the responsibility of New Edge Networks are excluded from the calculation.

Service Availability is calculated as follows:

Monthly Service Availability Time (%)=

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

1.2 Mean Time To Respond – End User Circuits.

New Edge Networks 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) during normal TAC (Technical Assistance Center) business hours.

1.3 Mean Time To Repair – SDSL, IDSL, and ADSL End User Circuits.

New Edge Networks will manage the local loop vendor (or Incumbent Local Exchange Carrier) on behalf of Customer for any repairs or problems related to New Edge Networks - provided End User Circuits. Mean time to repair ("MTTR") is the period of time commencing on the date and time the Customer informs New Edge Networks 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 shall target 24 hours averaged on a per month basis for SDSL End User Circuits and 48 hours for ADSL and 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 PVC 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:

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

1.4 MTTR T1-Frame or T1-ATM End User Circuits

New Edge Networks will manage the local loop vendor (or Incumbent Local Exchange

Carrier) on behalf of Customer for any repairs or problems related to New Edge Networks provided T1 End User Circuits. MTTR is the period of time commencing on the date and time the Customer informs New Edge Networks 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 T1Circuits with the following exceptions:

If dispatch is required, but the T1 Circuit terminating location is within a Zone One Territory, the MTTR is nine (9) hours. "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 T1 Circuit is within a Zone Two Territory, the MTTR is twelve (12) hours. "Zone Two Territories" include all territories served by New Edge 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 New Edge 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 T1 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:

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

V. Credit Structure – End User Circuits.

The non-compliance credit structure is based on monthly billing calculations. For any billing month in which New Edge Networks 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%
2 nd	20%
3 rd	30%
After 3rd month	30% or the Customer may terminate the affected circuit without penalty

If New Edge Networks 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 effected, after the application of discounts. If New Edge Networks 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 New Edge Networks 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, New Edge Networks will issue credit for the method, which results in a greater rebate. New Edge Networks will only issue a credit for one Performance Standard on the same service within the same month. In order to cancel any New Edge Networks service, the Customer must submit a written disconnect notice to customer@newedgenetworks.com.

VI. Events Beyond Control of New Edge Networks

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 New Edge Networks or Customer;
- Event or occurrence that results in "No Trouble Found" resolution to Trouble Tickets;
- Force Majeure event beyond the reasonable control of New Edge Networks 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, and 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 New Edge Networks or its agents are not allowed access to the Customer premises where the access lines are terminated; or
- Master Trouble Tickets opened by New Edge Networks or by a qualified third party on behalf of New Edge Networks.