

Service Level Agreement Wireless Internet

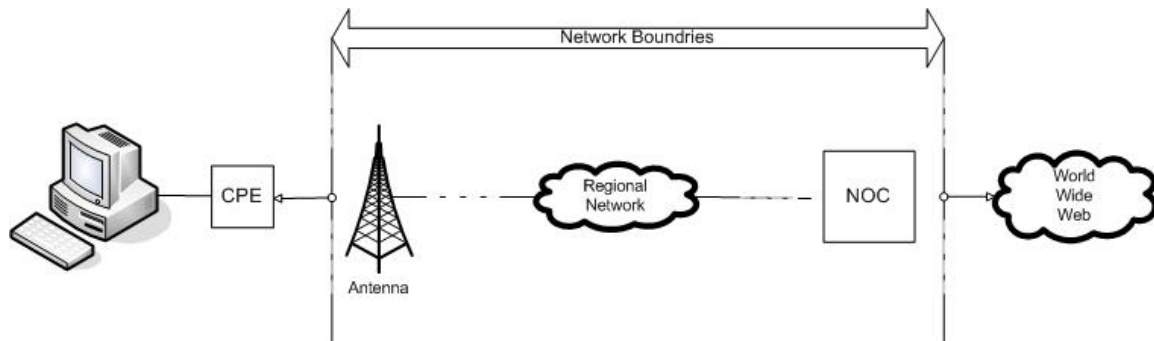
This Service Level Agreement on Wireless Internet Services (“**SLA**”) covers only Wireless Internet Services, and applies only to the Southern California Telephone Co. Inc. (SCTC) Network and Customer Circuits provided by SCTC. This SLA does not apply to any other Services. This SLA is applicable to Customer alone. Customer’s End Users are not eligible to participate directly in the SLA.

All terms used herein and not otherwise defined shall have the meaning attributed to such terms in the Business Services Agreement (the “**Agreement**”) between Customer and SCTC.

Definitions

SCTC Network: “**SCTC Network**” means the infrastructure, facilities, and equipment owned, operated, or controlled by SCTC and used to provide Wireless Internet Services. The SCTC Network excludes Customer Premises Equipment (“**CPE**”), wiring at a Customer’s premises, Circuits provided by Customer, and any network infrastructure, facilities, or other components not owned, leased, operated, or controlled by SCTC. See **Figures 1**

Figure 1: SCTC Network boundaries with SCTC-provided Customer Circuit.



Regional Network: “**Regional Network**” refers to the SCTC Network within a SCTC Service Area.

Customer Network: “**Customer Network**” means the infrastructure, facilities, and equipment owned operated, or controlled by Customer.

Service Available: “**Service Available**” is defined as the ability for a Customer to exchange Data Packets between the Customer’s NID and the World Wide Web via the Customer’s Circuit.

Service Outage: There is a “**Service Outage**” on a specific Customer Circuit when no Data Packets can be exchanged between the Customer’s NID and The Internet via the Customer’s Circuit.

A Service Outage excludes any failures to which any of the following have contributed in whole or

in part:

- a) Scheduled maintenance or other planned outages on the SCTC Network;
- b) Problems with, or maintenance on, Customer's applications or Customer Network;
- c) Problems with, or maintenance on, Customer's applications or equipment (including, but not limited to, inside wiring or changes or reconfiguration of Customer's CPE); or
- d) A Force Majeure Event.
- e) Problems with the World Wide Web

Time to Restore Service: "**Time to Restore Service**" is defined as the duration of a Service Outage. Time to Restore Service is calculated commencing with the date and time (as set forth on the trouble ticket) on which Customer or SCTC initially reports the Service Outage on a trouble ticket containing all information necessary for SCTC to respond to the trouble ticket and ending upon confirmation by SCTC to Customer that the service is restored. This calculation excludes any period that SCTC waits for a response, availability, or action from Customer, and further excludes any period SCTC spends monitoring the affected Customer Circuit after SCTC has restored service to the affected Customer Circuit.

Monthly Service Availability: "**Monthly Service Availability**" is defined as the percentage of minutes in a calendar month a Customer Circuit did not experience a Service Outage in that month.

Severe Problem: A Customer Circuit is experiencing a "**Severe Problem**" if the aggregate time a Customer experienced a Service Outage is in excess of twenty-four (24) hours in any calendar month.

Chronic Problem: A particular Customer Circuit is experiencing a "**Chronic Problem**" if 2 subsequent Severe Problems occurs (a) within one (1) calendar month following the calendar month in which a Customer experienced a Severe Problem, **and** (b) SCTC did not recommend that Customer disconnect the Customer Circuit at the time of the prior Severe Problem.

Network Delay: "**Network Delay**" is defined as the sum of the following:

- Time in milliseconds ("**ms**") from when the last bit of data packet arrives at the SCTC Network from the Customer's NID to when the last bit of such packet leaves the SCTC Network and arrives at the Customer Network; and
- Time in milliseconds from when the last bit of the return packet arrives at the SCTC Network from the Customer Network to when the last bit of the packet leaves the SCTC Network at the Customer's NID.

Average Network Delay: The "**Average Network Delay**" on a Customer Circuit is the hourly average of the Network Delay measurements conducted on that Customer Circuit. Average Network Delay is not measured when the Customer Circuit is experiencing a Service Outage.

Delivery: "**Delivery**" is defined as the percentage of packet cells successfully transmitted between the Customer's NID and the SCTC Network in a period, *provided* that the only traffic on the Circuit during the test is the test traffic.

Average Delivery: The "**Average Delivery**" on an Customer Circuit is an hourly average of the

Delivery measurements conducted on that Customer Circuit. Average Delivery is not measured when the Customer Circuit is experiencing a Service Outage.

Time to Repair Service: “**Time to Repair Service**” is defined as the duration that the Average Network Delay or Average Delivery on a Customer Circuit exceeds the targets for Average Network Delay or Average Delivery set forth below. Measurement of Time to Repair commences with the date and time (as set forth on the trouble ticket) on which the Customer or SCTC reports the Network Delay or Delivery issue on a trouble ticket containing all information necessary for SCTC to respond to the trouble ticket and ends upon confirmation by SCTC to Customer that performance within the Average Network Delay or Average Delivery targets is restored. This calculation excludes any period that SCTC waits for a response, availability, or action from Customer, and further excludes any period SCTC spends monitoring the affected Customer Circuit after SCTC has restored performance to within the targets for Average Network Delay or Average Delivery for the affected Customer Circuit.

Installation Interval: For completed, Customer Circuits on which billing has commenced, “**Installation Interval**” is calculated as the number of whole calendar days between the date SCTC accepted the Customer Circuit order from Customer and the Billing Start Date for Customer Circuit order. This calculation excludes: (a) any period that SCTC waits for a response, availability, or action from Customer, (b) any period that SCTC waits to install the Customer Circuit resulting from Customer failure to respond, unavailability, lack of access to Customer’s facilities, change of requested installation date, or other action or inaction, or (c) any period resulting from Force Majeure Events.

Service Levels and Remedies

Monthly Service Availability: SCTC’s target for Monthly Service Availability for each Wireless Internet Circuit is.

Service	Monthly Service Availability Target
Wireless Internet	99.90%

If SCTC does not meet the Monthly Service Availability Target for a Customer Circuit per the above definition and Customer requests a credit, SCTC will provide Customer a credit of (1/730 of the MRC) for each hour (or fraction thereof, rounded to the nearest fifteen (15) minutes) of Service Outage experienced by the Customer Circuit in excess of the Service Availability Target (“**Service Availability Credit**”); *provided* that in no case will the aggregate of all Service Availability Credits and TTR Credits (defined below) exceed the total monthly recurring charge billed for such Customer Circuit during such month.

Time to Restore Service: SCTC’s target for Time to Restore Service for each time a Wireless Internet Circuit experiences a Service Outage is:

Service	Time to Restore Service Target
Wireless Internet Service	4hours

If SCTC does not meet the Time to Restore Service Target for a Service Outage on an Customer



Circuit per the above definition and Customer requests a credit, SCTC will provide Customer a credit of two percent (2%) of the monthly recurring charge for that Customer Circuit (“**TTR Credit**”), in addition to any other applicable credits for Service Availability, *provided* that in no case will the aggregate of all Service Availability Credits and TTR Credits for that Customer Circuit in a month exceed the total monthly recurring charge billed by SCTC for such Customer Circuit for service during such month.

Chronic Problems: For any Customer Circuit that SCTC verifies has experienced a Chronic Problem, SCTC may recommend that Customer disconnect the affected Customer Circuit. If SCTC recommends that Customer disconnect the affected Customer Circuit, Customer may disconnect such Customer Circuit, and SCTC will provide a credit to Customer for the amount of such disconnection fee (if any) assessed by SCTC.

For Customer Circuit that SCTC verifies has experienced two (2) or more instances of Chronic Problems within the calendar month, Customer may provide SCTC written notice to correct said problems within 10 days. If SCTC is unable to correct said problems, customer may provide SCTC in writing, 30 days notice of intent to vacate contract, along with an order to disconnect such Customer Circuit. SCTC will provide a credit to Customer for the amount of any disconnection fee (if any) assessed by SCTC.

Average Network Delay: Average Network Delay targets apply to individual Customer Circuits.

SCTC’s Average Network Delay targets for all Wireless Internet Circuits are:

Network	Average Network Delay Target
Regional Network	20 ms

If SCTC does not meet the Average Network Delay Target for an Customer Circuit in a month per the above definition and Customer requests a credit, SCTC will credit the Customer (“**Network Delay Credit**”) according to the following table:

If Average Network Delay Time to Repair Service exceeds:	Network Delay Credit is:
One (1) hour in a calendar month	Two (2%) of the monthly recurring charge for that Customer Circuit
Two (2) or more hours in a calendar month	Five (5%) of the monthly recurring charge for that Customer Circuit

Average Delivery: SCTC’s Average Delivery targets for all Wireless Circuits are:

Network	Average Delivery Target
Regional Network	99.90%

If SCTC does not meet the Average Delivery Target for an Customer Circuit per the above definition and Customer requests a credit, SCTC will credit the Customer (“**Delivery Credit**”) according to the following table:

If Average Delivery Time to Repair Service exceeds:	Delivery Credit is:
One (1) hour in a calendar month	Two (2%) of the monthly recurring charge for that Customer Circuit
Two (2) or more hours in a calendar month	Five (5%) of the monthly recurring charge for that Customer Circuit

Installation Interval: SCTC’s target for Installation Interval for each Customer Circuit is:

Service	Installation Interval Target
Wireless Internet Service	45 calendar days

If SCTC does not meet the Installation Interval Target for an Customer Circuit per the above definition and Customer requests a credit, SCTC will provide Customer with a credit (“**Installation Interval Credit**”) of twenty percent (20%) of the first whole month’s monthly recurring charge for that Customer Circuit.

Claims and Credit Availability

It is the Customer’s responsibility to identify, request and document all valid SLA claims and corresponding credits. To be eligible for service credits, Customer must first report service availability, delay, or delivery events to SCTC through standard trouble reporting/ticket mechanisms, as set forth in SCTC’s Customer Policies. SCTC will notify Customer of its resolution of the reported event. Customer must claim any applicable service credits by the 15th day of the month following the month in which (a) the reported incident was resolved (in the case of credits for Service Availability, Time to Restore, Network Delay, or Delivery credits) or (b) the Billing Start Date of the affected Customer Circuit (in the case of Installation Interval credits). SCTC will verify the Customer’s claim within thirty (30) days of a complete and properly submitted credit request, and will apply any applicable credits, as determined at SCTC’s sole discretion, to the Customer’s invoice issued on the first day of the month following SCTC’s thirty (30) day review. **NOTE: Total credits in a given month on an Customer Circuit may not exceed the monthly recurring fees charged by SCTC for such Customer Circuit during such month. Any excess credits will not carry over into later invoices.**

Requests for SLA credit must be submitted to Customer’s Account Team on the form designated by SCTC. A separate credit request must be submitted for each Customer Circuit for which a claim is made. In addition, a separate credit request must be submitted for each type of credit (e.g., Service Availability Credit, Installation Interval Credit, etc.) requested if multiple types of claims are made on a single Customer Circuit; *provided, however*, that requests for Service Availability Credits and Time to Restore Credits for a single Customer Circuit may be made via the same credit request.

SCTC will reject any credit requests that do not provide sufficient supporting information to allow SCTC to verify the claim. Such information must include:

- The SCTC circuit number for the Customer Circuit on which the incident occurred;
- The specific type of credit being requested;
- The SCTC trouble ticket number(s) (for credits for Service Availability, Time to Restore,

Network Delay, or Delivery) or installation order number (for credits for Installation Interval) on which the credit claim is based;

- The date(s) of the resolution of the trouble ticket(s) (for credits for Service Availability, Time to Restore, Network Delay, or Delivery) or the Billing Start date (for credits for Installation Interval) for the incident; and
- Any other information that SCTC may reasonably request to assist SCTC in verifying Customer's credit request.

SCTC does not guarantee that provision of the above information will be sufficient to allow SCTC to verify the request. SCTC will inform Customer of credit requests rejected for insufficient information, and Customer will be allowed to resubmit such requests with additional supporting information within fifteen (15) days of SCTC's notification of its rejection of the credit request. After Customer resubmits the credit request with the additional supporting information, the standard verification and crediting timelines (outlined above) will apply.

SCTC reserves the right to modify the format for submission of and information required for SLA credit requests with thirty (30) days notice to Customer.

SCTC may, at its reasonable discretion and without notice, limit or eliminate Customer's eligibility and ability to submit SLA credit requests if (a) Customer fails to pay the undisputed portion of its invoice within forty (40) calendar days after notification of billing, or (b) in SCTC's sole determination, SCTC determines that Customer has:

- Failed on one or more occasions to comply with the credit request policies and requirements described herein;
- Submitted an excessive number of rejected SLA credit requests; or
- Used or attempted to use the SLA credit process in a frivolous, abusive, or fraudulent manner.

SCTC will restore Customer's ability to submit SLA credit requests once Customer (i) has paid all amounts owed SCTC (in case of failure to pay outstanding invoices), or (ii) in all other cases, provides to SCTC assurances sufficient for SCTC to determine Customer has cured the conduct that initiated Customer's ineligibility to participate in the SLA.

Customer must be current in all of its invoices to be eligible for any credits.