



## Service Level Agreement Program

Allegiance's products and services are an integral part of the way our customers communicate and in many cases are "mission critical" in terms of the ability to conduct business on a day to day basis. As a result, our customers need guarantees on availability and performance.

Allegiance Telecom, Inc. is committed to providing a reliable, high-quality network to support our products and services. The key components of this Allegiance Service Level Agreement (SLA) Program are:

- Network Performance
- Network Availability

Should specified metrics fail to be achieved, Allegiance will credit the customer's account in accordance with the terms and conditions of this SLA Program. Current products in the Service Level Agreement Program are:

- Dedicated Internet Access
- Multi-Megabit Internet
- Integrated Access
- Total Communications

This SLA states the customer's sole and exclusive remedy for any failure by Allegiance to provide service. Allegiance, in its sole discretion, may amend or revise this SLA at any time. Such amendments or revisions will be considered effective when an updated SLA is posted on Allegiance's web site.

## Network Performance

### What are the Allegiance Network Performance metrics?

Network Packet Delivery - measure of IP packets successfully sent and received over the Allegiance Network, displayed as an average percentage and guaranteed for each calendar month.

Network Latency - average time for IP packets to travel over the Allegiance network, presented in milliseconds and guaranteed for each calendar month.

### What is the guarantee?

Network Packet Delivery	- 99% or greater
Network Latency	- 85ms or less

### How is the guarantee measured?

The Internet Control Message Protocol Test (ICMP) is used to calculate packet delivery and latency. The ICMP Test consists of sending, every five minutes, a series of five test packets between Allegiance service aggregation points (POPs). The tests are analyzed to determine the packet loss vs. successful delivery and speed of delivery.

### What is the credit?

If Allegiance fails to meet the Network Packet Delivery or Network Latency monthly guarantee in any calendar month, the Customer shall qualify for one day of credit for that month. One day of credit is equal to 1/30th of customers' monthly recurring charge for the specific service element(s) impacted (usage based charges are excluded).



### **How do I file a credit claim?**

The customer must contact Customer Care to open a ticket requesting a credit. The claim must include the following information:

- Customer Name and contact information
- Product or Service type
- Date and beginning /end time of outage or failed metric
- Brief description of the characteristics of the failed metric.

Allegiance, in its sole discretion, shall attempt to review all claims within ten (10) business days of receipt and will notify the customer if the Customer's claim is rejected. Credits will be issued only for problems caused by circumstances within Allegiance Telecom's reasonable control and not as a result of any actions or inactions of the customer or any third party (including customer equipment and third-party equipment).

### **When are credits issued?**

Approved credits should be applied to the Customer's next available invoice following the claim approval.

## **Network Availability**

### **What are the Allegiance Network Availability metrics and guarantees?**

Allegiance guarantees 99.9% availability of the circuit. The circuit extends from the access circuit demarcation point to the core router at the Allegiance Switch Site.

### **What is the credit?**

Customer shall qualify for one day of credit, as set forth below, for every hour and fraction thereof of downtime for the outage event. Credits will be applied to any confirmed downtime greater than one hour. Credits will not be applied for any downtime less than one hour. Downtime is measured from the time Allegiance opens a trouble ticket until the time the problem is repaired.

One day of credit is equal to 1/30th of customers' monthly recurring charge for the specific service element(s) impacted (usage based charges are excluded). There is a maximum of five days of Network Availability credit for the calendar month.

### **How do I file a credit claim?**

To qualify for a Network Availability credit, the customer must have opened a trouble ticket to report an outage. In addition, the customer must contact Customer Care to open a ticket requesting a credit within ten (10) business days of the outage.

The claim must include the following information:

- Customer Name and contact information
- Product or Service type
- Date and beginning /end time of outage or failed metric
- Brief description of the characteristics of the outage or failed metric.
- End user location and circuit ID

Allegiance, in its sole discretion, shall attempt to review all claims within ten (10) business days of receipt and will notify the customer if the Customer's claim is rejected. Credits will be issued only for problems caused by circumstances within Allegiance Telecom's reasonable control and not as a result of any actions or inactions of the customer or any third party (including customer equipment and third-party equipment).

### **When are credits issued?**

Approved credits should be applied to the Customer's next available invoice following the claim approval.



## **Service Level Agreement Eligibility**

Allegiance **Dedicated Internet, Multi-Megabit, Integrated Access and Total Communications** customers are automatically covered, free of charge, with the following **exceptions**:

- When a customer account is *not* in good financial standing with Allegiance.
- Circumstances beyond Allegiance's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of any customer premise network equipment (including customer premise equipment provided by Allegiance), supplies, or power used in or equipment needed for provision of the Service Level Agreement.
- Integrated Access customers with voice only services are excluded.
- Scheduled maintenance
- Domain name service (DNS) issues
- Customer fails to report an outage and open a trouble ticket.
- Outage or error of any Allegiance SLA measurement system (i.e. credits not automatically granted because measurement system fails).
- Customers acts or omissions, including without limitation, any negligence, willful misconduct, or use of the Allegiance Network or Allegiance services in breach of any applicable service agreement between Customer and Allegiance, including but not limited to Allegiance's Terms and Conditions of Use , by Customer, its employees, agents or others authorized by Customer.
- This SLA Program applies only to products and services provided by Allegiance Telecom and will not extend to customers of companies acquired by Allegiance Telecom.
- Circuits not ordered by Allegiance on customer's behalf.
- Service Level Agreements that are negotiated and incorporated into a service agreement between Allegiance and Customer take precedence over those described in this document.

### **Additional SLA Program Information.**

For additional information regarding the Allegiance SLA Program please contact:

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