

This SLA applies to Dedicated Internet Access Service (“Service”) ordered by customers pursuant to an executed agreement with Buckeye Telesystem (“BTS”). Capitalized terms not defined in this SLA shall retain the definition within the agreement. This SLA is the sole and exclusive remedy for any type of disruptions or deficiencies of any kind whatsoever for the Service.

Definitions

BTS Customer Relations Business Hours: 7:00AM to 7:00 PM EST Monday through Friday, excluding the following Holidays: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, and Christmas Day.

Contract Year: The 12-month billing period commencing on the first day of the month after the Eligible Customer’s BTS contract is effective and each successive 12-month billing period.

Eligible Customer: Any customer who has purchased BTS Dedicated Internet Access Service(s) from BTS or a BTS authorized agent on or after January 1st, 2011 with a minimum 1 year term commitment and is in full compliance with any and all applicable terms/conditions of the Service and meets any specific eligibility criteria set forth in the particular service commitment.

Mean Time to Repair: The time taken between opening an Eligible Customer’s trouble tickets and restoring service for all Trouble Tickets designated as Priority 1 and Priority 2.

Mean Time To Respond: The time taken for Buckeye Telesystem to initially respond to a service impacting Trouble Ticket logged by a customer

Network Operations Center Hours: 365 days per year, 7 days per week, 24 hours per day

Priority 1: Trouble ticket classification for issues in which an Eligible Customer’s service is completely out or Inoperable

Priority 2: Trouble ticket classification for issues in which an Eligible Customer’s service is experiencing a partial outage or service degradation affecting Customer’s Service.

Scheduled Maintenance: Buckeye Telesystem’s maintenance window is 12:00AM – 6:00AM, 7 days per week.

Service Affecting Issue: An unscheduled period during which the Service performs irregularly or otherwise not up to normal specifications.

Service Credit: A portion or total of the actual billed monthly recurring or non-recurring charge for the affected seat/station or site.

Service Outage: An unscheduled period during which a customer’s Dedicated Internet Access is unable to send/receive packets. This does not include failure or malfunction of any cabling, switching or other equipment not provided by Buckeye Telesystem. To qualify for Service Outage credits, the Eligible Customer must open a Trouble Ticket classified as Priority 1.

Service Outage Time: The period beginning when the Customer opens a Priority 1 Trouble Ticket with Buckeye Telesystem for a Service Outage and continuing until the time such Trouble Ticket is cleared and the affected service is restored by Buckeye TeleSystem.

Trouble Ticket: The tool by which an Eligible Customer reports a perceived Service Outage issue to Buckeye Telesystem and the sole means by which Service Outage Time is calculated

Service Availability

BTS guarantees 99.95% availability of the Service when provided over the BTS IP-backbone Network

At a Customer’s request, BTS will calculate the Service Availability in a calendar month for a Customer. Service Availability will be calculated as the total amount of time in a 30-day calendar month (30 days x 24 hours x 60 minutes) minus the total amount of validated Service Outage Time as measured by BTS trouble tickets, (Excludes items outlined in Section X, “Exclusions”) divided by the total amount of time in a calendar month and multiplied by 100.

If BTS fails to meet this standard, **Customer shall be entitled to a 10% credit of the affected Service(s).**

Latency

Latency is defined as the difference in time between when the signal is transmitted, and when it is received. In a packet-switched network this is measured as either *one-way* (the time from the source sending a packet to the destination receiving it), or round-trip (the one-way latency from source to destination plus the one-way latency from the destination back to the source). Round-trip latency is more often quoted, because it can be measured from a single point. Note that round trip latency excludes the amount of time that a destination system spends processing the packet. Many software platforms provide a service called ping that can be used to measure round-trip latency. Ping performs no packet processing; it merely sends a response back when it receives a packet (i.e. performs a no-op), thus it is a relatively accurate way of measuring latency

BTS guarantees that the aggregate monthly average of the hub to hub latency **will not exceed 25 milliseconds** over the BTS IP backbone Network. **Customer shall be entitled to a 10% credit of the affected Service(s) if BTS fails to meet this guarantee**

Packet Loss

Packet Loss occurs when one or more packets of data traveling across a packet network fails to reach their destination and is defined as a percentage of received to sent packets. Connectionless networks do not guarantee packet delivery, and the Packet Loss measures the severity of this condition.

BTS guarantees that the aggregate monthly average packet loss between Buckeye hubs will not exceed **.1%**. **Customer shall be entitled to a 10% credit of the affected Service(s) if BTS fails to meet this guarantee**

Packet Jitter

Packet Jitter measures the variation in arrival rates between individual packets. Since each packet can (theoretically) follow a unique path, it is possible that the time delay between successive packets can vary. For example, packets number 1 and 2 might arrive 30 milliseconds apart, while packets 2 and 3 might arrive 40 milliseconds apart, because packet 3 took a different route from the first two. Excessive packet jitter adds complexity to the packet reassembly process.

BTS guarantees that the Packet Jitter **will not exceed 5milliseconds** when traveling over the BTS IP backbone Network. **Customer shall be entitled to a 10% credit of the affected Service(s) if BTS fails to meet this guarantee**

Mean Time To Respond

Commitment

Buckeye Telesystem guarantees a Mean Time To Respond of 30 minutes or less for trouble tickets classified as Priority 1, otherwise a Service Credit will be provided to the Eligible Customer.

Credit

Buckeye Telesystem will provide to the Eligible Customer a service credit equal to the applicable percentage set forth in the table below:

Mean Time To Respond	Service Credit (Proposed)	
0 to 30 minutes	None	
30 minutes to 59 minutes	5%	of the MRC of the affected Service(s)
60 minutes to 89 minutes	10%	of the MRC of the affected Service(s)
90 minutes – 119 minutes	25%	of the MRC of the affected Service(s)
Greater than 119 minutes	50%	of the MRC of the affected Service(s)

Mean Time To Repair

Commitment

Buckeye Telesystem guarantees a Mean Time To Repair of 2 Hours or less for trouble tickets classified as Priority 1, otherwise a Service Credit will be provided to the Eligible Customer.

Credit

Buckeye Telesystem will provide to the Eligible Customer a service credit equal to the applicable period of time set forth in the table below:

Mean Time To Repair	Service Credit (Proposed)	
0 to 2 Hours	None	
2 Hours to 4 Hours	5%	of the MRC of the affected Service(s)
4 Hours to 8 Hours	10%	of the MRC of the affected Service(s)
8 Hours to 24 Hours	25%	of the MRC of the affected Service(s)
24 Hours to 48 Hours	50%	of the MRC of the affected Service(s)
Greater than 48 hours	100%	of the MRC of the affected Service(s)

Requirement

In order to receive a Service Credit as outlined above, the Eligible Customer must first open a Trouble Ticket, as described in Trouble Ticket Creation, to report a Service Outage or a Service Affecting issue, and then submit a written request via email for a credit to Buckeye TeleSystem within 15 business days of opening said Trouble Ticket. For Installation Interval credits, only the written request must be submitted. Such written requests shall be sent to businessreps@buckeye-telesystem.com with the “Request for Credits” in the subject line. The request must include the following information:

- Trouble ticket Number
- The Buckeye Telesystem Service **Account Number** for the service location that experienced the Service Outage or Service Affecting Issue.

Trouble Ticket Creation

Customer may open a Trouble ticket using one of the following methods:

- Call Buckeye Telesystem’s Commercial Call Center at 419-724-9898:
- Emailing Buckeye Telesystem Commercial Call Center at businessreps@telesystem.us (During Normal Business Hours)
- Visiting our Network Status Page at www.telesystem.us/support/network-status

The only method by which the customer can check the status of a Trouble Ticket is by calling Buckeye Telesystem at 419-724-9898 or 888-213-4237.

Credit Structure

The non-compliance credit structure is based on monthly billing calculation or non-recurring billing calculations, depending on the specific Service Credit. For any billing month in which Buckeye Telesystem fails to meet any one of the Service Level Commitments stated above, the credit structure outlined in this SLA will be applied to the Net Monthly Recurring charges or Non-Recurring Charges as appropriate. Any decision made by Buckeye Telesystem concerning this SLA or associated credits will be final and binding and is within the sole discretion of Buckeye Telesystem. In no event will the cumulative total of the Service Credits for all Service Level Commitments exceed their respective Monthly Recurring Charge or Non-Recurring Charge. Moreover, the combined cumulative total of Service Credits issued during a Contract Year under the SLA will not exceed 25% of an Eligible Customer’s total monthly recurring charges or non-recurring charges for the Contract Year.

Exclusions

All Service Availability, Core and Transport, Mean Time to Respond or Mean Time to Repair measurements do not include periods of outages due in whole or in part to the following causes:

Any act or omission on the part of the Eligible Customer, any third party contractor or vendor, or any other entity over which the Eligible Customer exercises control or has the right to exercise control.

The Eligible Customer’s applications, equipment or facilities.

Any Schedule Maintenance by Buckeye Telesystem, its underlying carrier(s) or the Customer.

Any event or occurrence that results in “No Trouble Found” resolution to Trouble Tickets

Any event or outage lasting under 60 seconds in duration

Force Majeure event beyond the reasonable control of Buckeye Telesystem including, but not limited to, acts of God, natural disasters, cable cuts, government acts and regulation and national emergency

Trouble Tickets associated with new installations (within 30 Days of Service Acceptance).

Interruptions associated with act or omission on the part of the Eligible Customer or a third party, including, but not limited to, any local access provider, or an interruption where the Eligible Customer elects not to release the service for testing and repair and continues to use it on an impaired basis.

Interruptions during any period when Buckeye Telesystem or its agents are not allowed access to the Customer premises where affected access services are terminated

Major Trouble tickets opened by Buckeye Telesystem or by a qualified third party on behalf of Buckeye Telesystem such as those in the case of a fiber cut.

Interruptions associated with a failure of equipment provided by the Eligible Customer or a third party, including, but not limited to, any local access provider, or an interruption where the Customer elects not to authorize access to the equipment for testing.

Any failure or issue associated with the Eligible Customer’s underlying network connection.

Time attributed to Eligible Customer’s delay in responding to Buckeye Telesystem’s requests for assistance to repair an outage

Amendments

Buckeye Telesystem reserves the right to amend the SLA from time to time effective upon the posting of revised SLA metrics on www.telesystem.us