



Service Level Agreement Private Line Services

This is the Service Level Agreement for Empire Access's Private Line Services (the "Service"), including MetroEthernet, DS-1, DS-3, Sonet and Dark Fiber Services. It is incorporated by reference into each Service Contract for the Service.

SERVICE DESCRIPTION

The Service includes dedicated services between two demarcation points and includes MetroEthernet, DS-1, DS-3, Sonet and Dark Fiber Services. The end-to-end circuit does not include any customer-provided equipment or wiring, or third party equipment that is not furnished by the Local Exchange Carriers as part of their access services, or any customer application on a covered circuit.

Service Level Agreements

Network Service Availability

Empire Access is committed to providing circuit availability of 99.999%. This is defined as a network connection that is connected and passing traffic between the two demarcation points.

Service Unavailability must be reported by the customer by opening a trouble ticket and starts only when the trouble ticket is opened. Should Empire Access not satisfy the service availability standard for a given month, the customer is entitled to a credit against monthly recurring charges (MRC) as stated in the Service Contract based upon the following schedule:

<u>Length of Service Unavailability</u>	<u>Credit</u>
120 minutes to 240 minutes	10% of MRC
240 minutes to 480 minutes	20% of MRC
480 minutes to 960 minutes	30% of MRC
960 minutes to 1,920 minutes	40% of MRC
Over 1,920 minutes	50% of MRC

Chronic Outages

If an individual circuit experiences either: (i) a single period of Service Unavailability in excess of twenty-four hours in any calendar month, (ii) three or more periods of Service Unavailability of four hours or longer over the course of a rolling six month period, or (iii) five separate periods of Service Unavailability (of any duration) within a calendar month, Customer may terminate the Service without penalty provided that written notice of termination is provided to Empire Access via the Empire Access IP Network within ninety days of the event giving rise to the termination right under this Section.

EXCLUSIONS

SLA credits:

- are calculated after deducting all discounts and special pricing arrangements
- do not apply to governmental fees, taxes, surcharges and similar additional charges
- exclude Force Majeure events
- exclude any act or omission of Customer or Customer's agents, contractors or vendors.
By way of example:
 - failing to provide Empire Access adequate access to facilities for testing;
 - failing to provide access to Customer premises as reasonably required by Empire Access (or its agents) to enable Empire Access to comply with its obligations regarding the Service;
 - failing to take any remedial action in relation to a Service as recommended by Empire Access, or otherwise preventing Empire Access from doing so; or
 - any act or omission which causes Empire Access to be unable to meet any of the SLAs.
- exclude instances where customer requests that Empire Access leave a trouble ticket open

If an incident affects the performance of a Service resulting in multiple SLA violations, only the single highest credit applying in respect of that incident will be applied.

SLA credits are applied only upon Customer written request, which must be submitted within thirty (30) calendar days of the end of the month in which entitlement of an SLA credit arose.

In no event will SLA credits in any calendar month exceed 100% of the total MRC payable by Customer for the Service in that month.