

INTERCOM ONLINE SERVICE LEVEL AGREEMENT

The following service level targets combine to form the Service Level Agreement (SLA) of Intercom Online (INTERCOM) for broadband services including SDSL, T1 and T3. INTERCOM's SLA is market leading in breadth of coverage and is designed to meet the business requirements of our customers.

In order to preserve their rights under this SLA, customers must immediately report all outages and service failures to INTERCOM, so that a Trouble Ticket is opened. Customers should retain records of all Trouble Tickets issued for purposes of making claims for credit under this SLA. The following General Exclusions and Credit Specifications govern each service level guarantee unless otherwise specified within the individual service level guarantee:

General Exclusions:

- Network downtime that the customer did not report to Intercom within 3 business days
- Service outages not verified by INTERCOM Trouble Tickets
- INTERCOM network maintenance with prior notification (INTERCOM standard maintenance time is generally Sunday from 12:01 AM – 5:00 AM EST)
- Any INTERCOM emergency network maintenance
- Failure of customer equipment, facilities or applications
- Any unauthorized acts, use of the service, or omissions by the customer affecting INTERCOM's ability to provide service, by customer or user of the service authorized by the customer
- Third party strikes, failures, outages, bankruptcies, etc.
- **This SLA does NOT apply to ADSL**

Billing Adjustment Specifications:

In any month in which INTERCOM does not meet one or more of its service level guarantees, the customer will receive credits as follows:

- A credit equal to 10% of the Monthly Recurring Charge for the circuits affected by the failure to meet the performance level specified by any one or more of the service level objectives.
- A maximum of 3 (three) credits per month per affected circuit may be claimed.
- The credits will be applied to the appropriate elements (ie. Local loop, CPE) affected by the outage.
- Credits will be applied only if requested by the customer within 3 business days of the reported incident(s) for which credit is requested.
- The credit will be posted on the monthly invoice following the customer's request for credit.

Service Level Guarantees

Network Availability

INTERCOM's target for network availability is 99.99%

Definition: INTERCOM defines network availability as the ability to transport data packets from the INTERCOM provided Customer Premise Equipment (CPE) through the carrier network to the Internet Gateway router. Network availability is determined as an average of actual circuit availability as a percent of total potential circuit availability measured on a monthly basis per customer line. INTERCOM calculates network availability lapses commencing on the date and time of the opening of a Trouble Ticket by the customer or INTERCOM, and ending upon the INTERCOM-approved closure of the Trouble Ticket.

Network Transit Delay

INTERCOM guarantees a network transit delay of 90ms for a 64-byte message when the network is available.

Definition: The 90 ms (millisecond) delay accounts for message travel from the CPE through the carrier network to the Internet Gateway router and back.

CPE Warranty

INTERCOM warrants all CPE purchased from INTERCOM for a period of one year from the billing start date.

Inside Wiring Warranty

INTERCOM guarantees Inside Wiring to be free from defects for a period of 60 days from the billing start date.