



Service Level Agreement Program Select Retail T1 Products January 15, 2003

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
- Service 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 Allegiance products in the SLA Program include:

- 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 core network, displayed as an average percentage and guaranteed for each calendar month.

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

What is the guarantee?

Network Packet Delivery – 99.5% or greater
Network Latency - 55ms 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 core service aggregation points (POPs). The tests are averaged to determine the 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 can 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 (CPE, non-recurring and 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 shall 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 inaction 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 Availability

What is the Allegiance Service Availability metric and guarantee?

Allegiance guarantees 99.95% availability of the T1 circuit that extends from the access demarcation point to the core router at the Allegiance Switch Site.

What is the credit?

Customer can 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 twenty minutes. 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 (CPE, non-recurring and usage based charges are excluded). There is a maximum of thirty days of Service Availability credit during the calendar month.

Chronic Service Outage

If an eligible customer receives the maximum service availability credit under this SLA for three consecutive months then the customer may terminate or disconnect the impacted circuit without incurring early termination fees.

How do I file a credit claim?

To qualify for a Service Availability credit, the customer must have opened a trouble ticket to report the outage. In addition, the customer must contact customer Care requesting a credit within ten (10) business days of the outage; otherwise customer's right to a Service Availability credit is waived.

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 inaction 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, according to the following **terms and conditions**:

- The customer account must be in good financial standing with Allegiance. Customers shall pay invoices containing pending SLA claims. Approved SLA credits will be issued on subsequent invoices.
- SLA guarantees exclude circumstances beyond Allegiance's reasonable control, including, without limitation, acts of any governmental body, war, terrorism, 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 SLA.
- Schedule maintenance and Domain name service (DNS) issues are not covered by the SLA.
- The customer must report the outage, open a trouble ticket and make the service available for repair.
- Outage or error of any Allegiance SLA measurement system does not warrant service credit.
- Service elements not directly controlled by Allegiance do not qualify for a credit if the 'unavailability' is determined to have been caused by another service provider.
- 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.
- Trouble that clears without a positive determination as to cause does not qualify for a service credit.
- Total Communications and Integrated Access customers with voice only services are excluded.
- The sum of all SLA credit, for all SLA guarantees, shall not exceed the customer's monthly recurring charges for the month in which the failure to meet this SLA occurred.
- 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 and Acceptable Use Policy, by customer, its employees, agents or others authorized by customer will not be eligible for any SLA credit.

Additional SLA Program Information.

For additional information regarding the Allegiance SLA Program please contact:

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