



Service Level Agreement Program Select Wholesale Products

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 include provisions for network and service performance.

Should specified metrics fail to be achieved, Allegiance will credit the customer's account in accordance with the terms and conditions of the SLA for each product. The following sections of this document list the SLA detail, [eligibility requirements](#) and the [processes to request SLA credit](#). Note that SLA metrics and guarantees may vary by product.

Current Allegiance products in the SLA Program include:

- [IP Aggregation](#)
- [Dedicated DS1 Aggregation](#)
- [Wholesale Dedicated Internet Access \(WDIA\)](#)
- [Managed Modem Ports \(MMPS\)](#)

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.

IP Aggregation

Latency and Packet Delivery

What are the Latency and Packet Delivery 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 are the Latency and Packet Delivery guarantees?

Network Packet Delivery - 99.5% or greater

Network Latency - 55ms or less

How are the Latency and Packet Delivery guarantees 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 are the Latency and Packet Delivery credits?

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 DS1 circuit(s) impacted (CPE, non-recurring charges, usage based charges, DS3/OC-n, collocation and hub/mux fees are excluded).

Service Implementation

What is the Allegiance Service Implementation metric and guarantee?

Allegiance shall guarantee a "circuit ready" date (as described below) for IP End Links. In addition, assuming the DS3 / OC-n circuit(s) have been installed, Allegiance shall strive to meet or exceed the order interval tasks as follows:

- The Allegiance Sales Program Manager and/or the online Wholesale Toolkit, shall provide order confirmation and an Order ID Number communicating 'order acceptance' to Customer within 2 business days of receipt of a valid and complete Customer order. The interval does not begin until the next business day for any orders received after 2pm CST or for any orders received on a weekend or holiday.
- Within 8 business days of order acceptance, the Allegiance Sales Program Manager and/or the online Wholesale Toolkit shall provide notification to the customer that the ASR has been submitted to the ILEC.
- Within 2 business days of confirmation from the ILEC, the Allegiance Sales Program Manager and/or the online Wholesale Toolkit shall communicate the FOC date to Customer.
- Based off the FOC date, Allegiance can guarantee a 'circuit ready' date. The circuit ready date is the date the LEC completes the circuit delivery plus an additional ten business days. The credit schedule is outlined below.

What is the Service Implementation credit schedule?

| | |
|---------------------------------|------------------------------|
| Less than Five Business Days | None |
| Five to Nine Business Days | .25 x End Link Monthly Rate |
| Ten to Fourteen Business Days | .50 x End Link Monthly Rate |
| Fifteen to Twenty Business Days | .75 x End Link Monthly Rate |
| Over Twenty Business Days | 1.00 x End Link Monthly Rate |

Note: this SLA only applies to the DS1 circuit(s) and does not include DS3, OC-n or WDIA Port only products

Service Availability

What is the Allegiance Service Availability metric and guarantee?

Allegiance guarantees 99.95% availability of the DS1 that extends from the access circuit demarcation point at the end user location to the core router at the Allegiance Switch Site.

What is the Service Availability 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. Downtime is measured from the time Allegiance opens a trouble ticket until the time the problem is repaired. Credits will be applied to any confirmed downtime greater than twenty minutes.

One day of credit is equal to 1/30th of customers' monthly recurring charge for the specific DS1 elements impacted (CPE, non-recurring charges, usage based charges, DS3/OC-n, collocation and hub/mux fees are excluded). There is a maximum of thirty days of Service Availability credit for all reported incidents during the calendar month.

Chronic Service Outage Provision

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.

Dedicated DS1 Aggregation

Latency and Packet Delivery

What are the Latency and Packet Delivery metrics?

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How are the Latency and Packet Delivery guarantees 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 are the Latency and Packet Delivery credits?

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 DS1 circuit(s) impacted (CPE, non-recurring charges, usage based charges, DS3/OC-n, collocation and hub/mux fees are excluded).

Service Implementation

What is the Allegiance Service Implementation metric and guarantee?

Allegiance shall guarantee a "circuit ready" date (as described below) for DS1 circuits (end links). In addition, assuming the DS3 / OC-n circuit(s) have been installed, Allegiance shall strive to meet or exceed the order interval tasks as follows:

- The Allegiance Sales Program Manager and/or the online Wholesale Toolkit, shall provide order confirmation and an Order ID Number communicating 'order acceptance' to Customer within 2 business days of receipt of a valid and complete Customer order. The interval does not begin until the next business day for any orders received after 2pm CST or for any orders received on a weekend or holiday.
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- Within 2 business days of confirmation from the ILEC, the Allegiance Sales Program Manager and/or the online Wholesale Toolkit shall communicate the FOC date to Customer.
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| Over Twenty Business Days | 1.00 x End Link Monthly Rate |

Note: this SLA only applies to the DS1 circuits and does not include DS3, OC-n or WDIA Port only products

Service Availability

What is the Allegiance Service Availability metric and guarantee?

Allegiance guarantees 99.95% availability of the DS1 that extends from the access circuit demarcation point at the end user location to the core router at the Allegiance Switch Site.

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Chronic Service Outage Provision

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.

Wholesale Dedicated Internet Access (WDIA)

Latency and Packet Delivery

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Network Latency - 55ms or less

How are the Latency and Packet Delivery guarantees measured?

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What are the Latency and Packet Delivery credits?

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 DS1 circuit(s) impacted (CPE, non-recurring charges, usage based charges, and virtual services are excluded).

Service Implementation

What is the Allegiance Service Implementation metric and guarantee?

Allegiance shall guarantee a "circuit ready" date (as described below) for DS1 circuits (end links). In addition, Allegiance shall strive to meet or exceed the order interval tasks as follows:

- The Allegiance Sales Program Manager and/or the online Wholesale Toolkit, shall provide order confirmation and an Order ID Number communicating 'order acceptance' to Customer within 2 business days of receipt of a valid and complete Customer order. The interval does not begin until the next business day for any orders received after 2pm CST or for any orders received on a weekend or holiday.
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Service Availability

What is the Allegiance Service Availability metric and guarantee?

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What is the Service Availability credit?

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One day of credit is equal to 1/30th of customers' monthly recurring charge for the specific service element(s) impacted (CPE, non-recurring charges, usage based charges, DS3/OC-n, collocation and hub/mux fees are excluded). There is a maximum of thirty days of Service Availability credit for all reported incidents during the calendar month.

Chronic Service Outage Provision

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.

Managed Modem Ports (MMPS)

MMPS Availability

Guarantee: Allegiance shall guarantee 99.9% availability for the MMPS shared modem pool network. As long as each market pool has at least one responding modem then that market is considered available.

How is the metric measured? A test agent is located in each MMPS market and executes tests -every five minutes-against the modem pool in that market. If at least one modem device responds to one of the five test attempts in the test period, that test period is considered successful for that market. A failed test period is one in which no response was received from any of the CVX devices.

Credits and Business Rules

- For each full hour of reported and unresolved downtime the customer is qualified to receive one day of monthly rate credit for the impacted MMPS market.
- The maximum credit is 15 days or 50%, per incident, of the monthly rate for the impacted market.
- Credits are only granted if the customer reports the unavailability, contacts Allegiance to open a trouble ticket and requests a credit. 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 the customers' monthly rate for the MMPS service. Port customers are billed at a fixed rate so the 'one day of credit' amount is known at the time of outage. Whereas, the dollar amount for Per Hour customers shall be determined at the end of the month in which the outage occurred. For credit purposes, Burstable customers shall be treated as a Port customer.
- Cumulative application of all MMPS Availability credits granted in any month shall not exceed 100% of the market's monthly rate for that month.
- Additional terms and conditions are listed in later sections of this document.

MMPS Connection Rate (Train Success Rate)

Guarantee: Allegiance shall commit to a 92% connection rate for end users attempting to access the Allegiance MMPS shared network. The connection rate reflects the amount of calls that are assigned to the modem pool and are then successful in negotiating connection with the remote modem.

How is the metric measured? The modem device, as standard practice, stores activity data (including assigned calls and connected calls) within its MIB group. The MIB group is down loaded into the SLA databases every 15 minutes. Every evening the SLA Program segments and summarizes the MIP group data (by time period, region etc) so that it can be viewed through the reporting interface.

Credits and Notes

- Credits do not apply. The types of calls coming into the modem pool cannot be isolated; thus this metric is structured as a performance objective rather than a guarantee with credits. Allegiance will take all necessary steps to meet or exceed this level of service to the best of our abilities.
- It is important to note that Connection Rate as described in this context does not strictly measure end user dial-up performance. Rather this metric is a reflection of the calls that are assigned to the platform.

Service Level Agreement Eligibility

Allegiance **IP Aggregation, Dedicated DS1 Aggregation, Wholesale Dedicated Internet and MMPS** customers are automatically covered, free of charge, with 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.
- Scheduled maintenance, speed degradation, 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.
- 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.

SLA Credit Process

How do I file a credit claim?

To qualify for a Service 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 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.

Additional SLA Program Information.

For additional information regarding the Allegiance SLA Program please contact:

Dan Cobb - 469-259-4297

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