Level 3 Communications, LLC.
TEX-AN NG Service Level Agreement

Mean Time to Restore (MTTR)

In the event of an outage or impairment as described below, Service Provider will restore service to circuit or service, including local loop. The MTTR timer begins upon the opening of a trouble ticket with service provider by customer or Texas Department of Information Resources (DIR) representative, either electronically or via phone call, or opened proactively by service provider. When a trouble ticket is opened by customer or DIR, service provider shall promptly verify the reported condition on the service or circuit prior to starting the MTTR timer. If service provider cannot verify the reported condition on the service or circuit as described in the trouble ticket (and therefore, the MTTR timer is not initiated), service provider shall nonetheless attempt reasonable and appropriate tests and procedures to address the perceived condition as communicated by customer or DIR before determining that no MTTR timer is initiated. This metric is in effect when the trouble ticket related to the individual circuit or network component is either completely not functioning or when impaired to the point that the customer's ability to conduct normal business utilizing the subscribed circuit or network component is not reasonably possible. While Level 3 does not offer a separate SLA for Mean-Time-to-Restore, all outages and impairments (i.e., Packet Delivery, Round Trip Latency and Jitter) would be eligible for the applicable SLA associated with total monthly Availability, Packet Delivery, RT Latency or Jitter. Level 3's target resolution time for all reported circuit trouble instances on Level 3's network is 4 hours or less. The timer pauses if required access to customer/DIR premises by service provider technician is not reasonably possible and resumes upon entry permission.

This MTTR SLO begins the first day of the circuit/network component's eligible billing date.

The monitoring, capturing, testing, and troubleshooting facilities necessary to validate any trouble ticket claim will be maintained by the service provider and data made available to customer/DIR upon request coincident with trouble ticket. As with all SLAs, MTTR is subject to Force Majeure events (as defined below) and scheduled maintenance. With respect to credits available under SLAs, the total monthly credits shall not exceed 100% MRC for the affected Service.

Force Majeure events, as defined in Section 3.03 of the Terms and Conditions of the Contract such as, but not limited to, an earthquake, hurricane, flood, fire, storms, tornadoes, explosion, lightning, power surges or failure, fiber cuts (limited to the local loop or last mile), strikes or labor disputes.

Availability per Circuit (All Services)

Availability is calculated at the individual circuit/network component level and includes local loop or attachment circuits, and applicable to the subscribed network providing availability 24x365. Service for an individual circuit will have an Availability target of 99.95%. A trouble ticket must be opened for the Availability metric to be in effect. Each trouble ticket is eligible for a separate credit consideration.

The monitoring, capturing, testing, and troubleshooting facilities necessary to validate any trouble ticket claim will be maintained by the service provider and data made available to customer/DIR upon request coincident with trouble ticket.This Availability SLA begins the first day of the circuit/network component's eligible billing date.

Packet Loss (Services: Dedicated Internet and MPLS)

The target for Packet Loss on any subscribed circuit or network component is averaged over a calendar month. A trouble ticket must be opened to activate this potential SLA remedy. Each trouble ticket is eligible for a separate credit consideration. Depending on Service, Packet Loss is measured as a percentage of total packets dropped out of the data stream over an end-to-end circuit on Level 3's network.

The monitoring, capturing, testing, and troubleshooting facilities necessary to validate any trouble ticket claim will be maintained by the service provider and data made available to customer/DIR upon request coincident with trouble ticket.

This Packet Loss SLA begins the first day of the circuit/network component's eligible billing.

Jitter (Services: MPLS)

The target SLA for jitter is one-way between any 2 customer/DIR locations or between customer/DIR location and service provider distant end point. A trouble ticket must be opened to activate this potential SLA remedy. Each trouble ticket is eligible for a separate credit consideration.

The monitoring, capturing, testing, and troubleshooting facilities necessary to validate any trouble ticket claim will be maintained by the service provider and data made available to customer/DIR upon request coincident with trouble ticket.

This Jitter SLA begins the first day of the circuit/network component's eligible billing.

Latency (Services: Dedicated Internet, MPLS, Metro Ethernet, and Private Line)

Round Trip (RT) latency shall be measured between any two customer/DIR end locations, averaged over a calendar month. Latency calculations shall include Service Provider's network only. Internet service latency is calculated as RT on the Service Provider's network. A trouble ticket must be opened for the Latency metric to be in effect. Each trouble ticket is eligible for a separate credit consideration.

The monitoring, capturing, testing, and troubleshooting facilities necessary to validate any trouble ticket claim will be maintained by the service provider and data made available to customer/DIR upon request coincident with trouble ticket.

This Latency SLA begins the first day of the circuit/network component's eligible billing.

"Chronic" Trouble (All Services)

A Chronic Trouble (Chronic) defined as a subscribed circuit/network component which has experienced 3 separate trouble tickets opened against it for Availability, by customer/DIR or Service Provider, for the same/similar symptom(s) or problem(s) over a rolling 30-day period. A Chronic's rolling 30-day counter is considered "reset" upon a period of 30 days free of same/similar trouble. As a remedy to a "Chronic Trouble", customer may elect to terminate the affected Service prior to the end of the Service Term without termination liability.

The monitoring, capturing, testing, and troubleshooting facilities necessary to validate any trouble ticket claim will be maintained by the service provider and data made available to customer/DIR upon request coincident with trouble ticket.

This Chronic SLA begins the first day of the circuit/network component's eligible billing.

The tables below list the SLA metrics for all data services provided under the Agreement terminating within the State of Texas.

Availability

Service Outage	**Service Credit**
0 to 2 hour	No Credit
2 Hour to 4 Hour	10%
4 Hour to 8 Hour	30%
8 Hour to 16 Hour	50%
16 Hour and above	100%

Packet Delivery

Service Packet Delivery %	**Service Credit**
99.9%	No Credit
99.5%-99.8%	10%
99%-99.4%	30%
98%-95.4%	50%
95%-and lower	100%

Round Trip Latency

Latency in Milliseconds	**Service Credit**
0-45ms	No Credit
45.1-55ms	10%
55.1-65ms	30%
65.1-75ms	50%
75.1-and higher	100%

Jitter

Jitter measured in Milliseconds	**Service Credit**
0-2.0ms	No Credit
2.1-5.0ms	10%
5.1-8.0ms	30%
8.1-11.0ms	50%
11.1and higher	100%