



## Service Level Agreement

This Service Level Agreement (“SLA”) covers the local transport area to the Lightpath demarcation point including Lightpath equipment associated with the endpoints such as POE devices, routers and IP phones. The provisions described below shall be Customer’s sole and exclusive remedy in the event of Interruption.

### **MEAN TIME TO REPAIR**

Lightpath’s objective is a four (4) hour mean-time-to-repair (“MTTR”)

### **SERVICE LEVEL GUARANTEE**

**Interruption/Outage (“Interruption”):** Defined as (i) a total loss of Service; and/or (ii) for Hosted Voice Service offering (a) a total loss of Service of the Metro Ethernet circuit providing the voice and internet connectivity; and/or (b) the inability of more than fifty percent (50%) of user stations (IP phones, softphones) at the location to register with the call server to place and receive calls.

**Service Level Guarantee:** If Customer detects an Interruption, Customer shall open a trouble ticket with Lightpath’s Network Management Center by calling 866-611-3434 or via Customer Care online at [www.optimumlightpath.com](http://www.optimumlightpath.com). An interruption period begins when Customer reports a circuit/service failure, opens a valid trouble ticket and releases it for testing and repair. The controlling record for the purpose of determining the duration of the Interruption and calculating credits shall be the date/time stamp on the trouble reporting ticket as generated by Lightpath’s trouble reporting system. An Interruption period ends when the circuit/service is operative.

- a. If Customer reports a circuit/service to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not Interrupted.
- b. If a Lightpath technician is dispatched for a reported failure and it is determined that such failure is not within Lightpath’s control, Customer will be subject to a truck roll fee for any subsequent dispatch/truck roll(s) requested.
- c. Customer may request a credit, in writing, and reference the date of the ticket. Requests for credit must be submitted to Customer Care at [care@optimumlightpath.com](mailto:care@optimumlightpath.com) or 866-611-3434 within thirty (30) calendar days of the Interruption.
- d. For calculating credit allowances, every month is considered to have thirty (30) days.
- e. A credit allowance is applied on a pro rata basis against the monthly recurring charge for the affected circuit/service and is dependent upon the length of the Interruption.

Lightpath shall credit Customer’s monthly recurring charges for the circuit/service experiencing the Interruption as follows:

<b><u>Outage Duration</u></b>	<b><u>Credit of Monthly Charges</u></b>
Less than 30 minutes	none
30 minutes up to but not including 3 hrs	1/10 of a day
3 hrs up to but not including 6 hrs	1/5 of a day
6 hrs up to but not including 9 hrs	2/5 of a day
9 hrs up to but not including 12 hrs	3/5 of a day
12 hrs up to but not including 15 hrs	4/5 of a day
15 hrs up to and including 24 hrs	1 day
Over 24 hours	2 days for each full 24-hour period

**Limitations:** Total credits in a given month shall not exceed one hundred percent (100%) of the monthly recurring charge for the affected circuit/service in that month.

### **No credit allowance will be made for:**

- a. Interruptions caused by the negligence of Customer or others in the use of Service.
- b. Interruptions due to the failure of power, equipment, systems or connections not provided by Lightpath under this Agreement.
- c. Interruptions during any period when Customer has released the circuit for maintenance or rearrangement purposes or for the implementation of a Customer order.
- d. Interruptions which continue because of Customer’s failure to authorize replacement of any element of the Service.
- e. Interruptions due to force majeure events.
- f. No trouble found or where the fault of the trouble is undetermined.