

## **SERVICE LEVEL AGREEMENT PRIVATE LINE AND ETHERNET SERVICE**

This is the Service Level Agreement for Finger Lakes Technologies Group's Private Line and Ethernet Services (the "Service"). The Service provides point-to-point connectivity over dedicated circuits on Finger Lakes Technologies Group's network. Availability of speeds, specific locations and term will be identified in the Service Contract.

### **Installation**

Finger Lakes Technologies Group commits to the installation of Services on or before the firm order commitment date. Finger Lakes Technologies Group will commit to a delivery date (by sending the Customer a firm order commitment) within 48 hours of the time the order is placed. Finger Lakes Technologies Group will be in compliance with the installation firm order commitment date if Finger Lakes Technologies Group completes the circuit on or before the firm order commitment date.

The Customer is entitled to a credit of ½ day of the MRC for that circuit for every day after 15 days that Finger Lakes Technologies Group is late in delivering the circuit. All discounts and special pricing shall be included in the installation credit calculation, and government fees, taxes and surcharges are excluded. Installation delays will not include force majeure events, unavailability of power, any act or omission by the Customer to negatively affect the installation of the service. The Customer must provide timely access and support to Finger Lakes Technologies Group to enable Finger Lakes Technologies Group to install the circuit. Any delay that Customer causes in enabling Finger Lakes Technologies Group to repair the circuit shall be deducted from the installation interval calculation.

The Customer must request a credit within 10 days of the circuit delivery date to be eligible for an installation credit.

### **Circuit Availability**

Finger Lakes Technologies Group commits to Service Availability of 99.9% per month for private line and Ethernet services. "Service Availability" is defined as a measure of the amount of time a circuit is available for Customer use during a thirty (30) day calendar month. "Service Unavailability" is defined as any period for which the Service is unavailable, and is measured from the time that the Customer reports Service Unavailability to Finger Lakes Technologies Group, until the time Finger Lakes Technologies Group advises the Customer that the Service is restored, and Finger Lakes Technologies Group closes the trouble ticket.

The Customer is entitled to a credit for Service Unavailability based upon the duration of the outage. The credits that the Customer is entitled to are a percentage of the MRC for that circuit and are as follows:

60 – 120 minutes	5%
121 – 864 minutes	10%
865 – 2160 minutes	20%
> 2160 minutes	50%

Credits for any given circuit cannot exceed the monthly charges for that circuit in any one month. All discounts, and special pricing shall be included in the credit calculation and government fees, taxes and surcharges are excluded. Service outages will not include force majeure events, power outages, or any act or omission by the Customer to negatively affect the Service. The Customer must provide timely access and support to Finger Lakes Technologies Group to enable Finger Lakes Technologies Group to repair the circuit. Any delay that Customer causes in enabling Finger Lakes Technologies Group to repair the circuit shall be deducted from the outage interval calculation.

The Customer must request a credit within 15 days of the circuit outage date to be eligible for an outage credit.