

DSL SERVICES CUSTOMER AGREEMENT

Service Level Agreement (SLA)

This SLA describes cyberM-I-N-D.'s target network performance and service level metrics, and cyberM-I-N-D.'s Inside Wiring Warranty. This SLA relates only to the SDSL, ADSL, and IDSL Customer Circuits. If the Customer is obtaining any portion of their circuits from a third party, then the commitments in this SLA apply only to the Customer circuits that are obtained directly from cyberM-I-N-D. by that Customer of record. Additional limitations to this SLA are further described under the sections below.

Network Performance and Service Level Commitments for fiber optic cable:

Performance Metric	Customer Circuits		
	SDSL	IDSL	ADSL
Cell Delivery	99.9%	99.9%	Best Effort
Throughput	99.9%	99.9%	Best Effort
PVC	99.9%	99.9%	Best Effort
Network Availability	99.9%	99.9%	Best Effort
Mean Response Time	15 Minutes	15 Minutes	Best Effort
Mean Repair Time	24 Hours	48 hours	72 Hours

1. **Network Performance Definitions, Metrics, and Credits.** The following Network Performance targets apply only to service areas served by fiber optic cable.
 - 1.1. **Cell Delivery.** "Cell Delivery" means the percentage of cells entering cyberM-I-N-D.'s network that are successfully carried through the network and not dropped before exiting the network. Cell Delivery is measured between the cyberM-I-N-D. DSLAM located in a central office and the cyberM-I-N-D. ATM switch. Cell Delivery is measured over any 24-hour period from midnight Eastern to midnight Eastern Time. In the event that cyberM-I-N-D. does not meet the Cell Delivery performance metric noted above, cyberM-I-N-D. will provide the Customer with a credit equal to the actual period of time that Customer did not receive Cell Delivery performance (based on a thirty day month) for each of Customer's affected Circuits
 - 1.2. **Throughput.** "Throughput" means the ability of the network to transmit traffic at the contract access speed, measured over a rolling one-month period. In the event that cyberM-I-N-D. does not meet the Throughput performance metric noted above, cyberM-I-N-D. will credit the Customer for the actual period of time that Customer did not receive Throughput performance (based on a thirty day month) for each of the Customer's affected Circuits.
 - 1.3. **"PVC"** means a Permanent Virtual Circuit, which is a permanently configured path on cyberM-I-N-D.'s network connecting End Users.
 - 1.4. **Network Availability.** "Network Availability" is measured from the cyberM-I-N-D. DSLAM located in the central office at issue to the cyberM-I-N-D. ATM switch. The formula for calculating Network Availability is as follows:

$$(1 - (\text{Total Minutes of PVC Downtime in Given Month} / \text{\# of Available Minutes in Same Month})) \times 100\%$$

PVC downtime is calculated commencing with date and time the trouble ticket is opened and ending upon confirmation that the PVC is restored. In the event that cyberM-I-N-D. does not meet the Network Availability performance metric noted above, cyberM-I-N-D. will credit Customer for the actual period of time that Customer did not receive Network Availability performance (based on a thirty day month)

2. Service Level Metrics and Credits.

- 2.1. **Mean Response Time.** cyberM-I-N-D. agrees to respond to Customer requests for repair and other technical problems on SDSL, IDSL and Customer Circuits within a mean response time of 15 minutes.(averaged per month based on all response times for all submitted web-based Trouble Tickets) during normal TAC (Technical Assistance Center) business hours.
- 2.2. **Mean Repair Time.** cyberM-I-N-D. will manage the local loop vendor (or Incumbent Local Exchange Carrier) on behalf of Customer for any repairs or problems related to cyberM-I-N-D.-provided Customer Circuits or End User Circuits.
 - 2.2.1. **Customer Circuits.** For Customer Circuits, mean repair time for all submitted Trouble Tickets shall target 24 hours averaged on a per month basis for SDSL Customer Circuits, 48 hours for IDSL Customer Circuits and 72 hours for ADSL Customer Circuits (excluding access related problems).

Per event, the committed repair times for Customer Circuits are:

- If no dispatch is required, four (4) hours;
- If dispatch is required, but the Customer Circuit is within a Zone One Territory, 9 hours. "Zone One Territories" include the following cities: Phoenix; Los Angeles; San Diego; San Francisco; San Jose; Denver; Washington D.C.; Miami; Tampa, Florida; Atlanta; Chicago; Boston; Detroit; Minneapolis; Charlotte, North Carolina; Raleigh, North Carolina; Newark, New Jersey; New York City; Cincinnati; Philadelphia; Pittsburgh; Dallas; Houston; and Seattle.
- If dispatch is required and the End User Circuit is within a Zone Two Territory, 12 hours. "Zone Two Territories" include all territories served by cyberM-I-N-D. not included as Zone One Territories or listed below as Remote Location Territories.
- Notwithstanding the commitments contained above, the remote location of the following cities requires that cyberM-I-N-D. guarantee a 28-hour repair time: Durango, Colorado; Quincy, Illinois; Alamogordo, New Mexico; Cedar City, Utah; and Jackson, Wyoming ("Remote Location Territories").

3. Inside Wire Warranty for End User Circuits. All cyberM-I-N-D. installed or repaired premises wiring is warranted to be free from material defects for a period of one (1) year from the installation of the Customer Circuit, as applicable. Customer shall promptly notify cyberM-I-N-D. of any defects in the cyberM-I-N-D.-installed inside wire. During the warranty period, cyberM-I-N-D. shall, in its sole discretion, repair or replace the defective inside wire at no additional charge to Customer. This paragraph contains Customer's sole and exclusive remedy and cyberM-I-N-D.'s sole obligation for any breach of this warranty.

4. Credit Availability. Credits will be applied to Customer's next monthly invoice. In the event that two or more credits are simultaneously claimed for the same outage event, a credit will be applied toward the one claim that results in the largest credit.