



## MPLS/VPLS SERVICES

### Telava™ Business MPLS/VPLS Services Service Level Agreement (SLA) Terms

Telava Business MPLS/VPLS Services is effective as of the first day of the second month after initial installation of Telava MPLS Network Service (the "Telava Service"). The provisions of this SLA state Customer's sole and exclusive remedies for Service interruptions or Service deficiencies of any kind are backed by specific service level guarantees.

#### 1.0 VPN Port Guarantee

(a) **Guarantee.** A VPN Port is guaranteed to be available and capable of forwarding traffic 100% of the time. The Telava VPN Port is Customer's access port on the aggregation router upon which Customer's Circuit terminates on the Telava MPLS-enabled IP backbone. The Telava MPLS-enabled IP backbone includes all Telava/Underlying Carrier-owned and controlled routers and Circuits used to transport traffic.

(b) **Credits.** If the VPN Availability Guarantee is not satisfied in a calendar month, Customer will receive a credit in an amount equal to one thirtieth (1/30th) of the applicable monthly recurring charge ("MRC") for each full hour of outage. No credits will be available for the non-availability of usage-based Service. In addition, if the affected VPN Port is situated at a NNI or "hub" location, Customer will be entitled to receive a credit based on the MRC for the hub only and not associated endlink Circuits.

#### 2.0 Network Latency Guarantee

(a) **Guarantee.** The Telava Service is guaranteed to have an average round-trip packet transit time within the Telava Service over a calendar month within the time frames stated in Table 1 below. The average latency is measured as the average of five-minute samples across the Telava Service taken throughout the month.

(b) **Credits.** If the latency guarantee is not met in a calendar month, Customer will receive a credit equal to one thirtieth (1/30th) of the affected Service's MRC for each full 1ms above the average maximum guaranteed under this SLA. No credits will be available for the non-availability of usage-based Service.

#### 3.0 Packet Delivery Guarantee

(a) **Guarantee.** The Telava Service is guaranteed to deliver either IP packets or Ethernet frames within the Telava Service at the percentages set forth in Table 1 below, averaged over a calendar month. The average Packet Delivery is measured as the average of five-minute samples across the Telava Service taken throughout the month.

(b) **Credits.** If the packet delivery guarantee is not met in a calendar month, Customer will receive a credit equal to one thirtieth (1/30th) of the affected Service's MRC. No credits will be available for the non-availability of usage-based Service.

TABLE 1

CoS	Latency	Packet Delivery	Jitter	Availability
Real Time	48ms	100%	500µs	100%
Critical	48ms	99.99%	800µs	100%
Priority	48ms	99.9%	900µs	100%
Standard	55ms	99%	1ms	100%

#### 4.0 Credit Limits

Total credits under this SLA are limited to the MRC for the affected Service for the monthly billing period in which the Service does not meet one or more of the above guarantees. Unless otherwise expressly allowed, SLA failures are not aggregated for purposes of determining a credit allowance.

#### 5.0 No Credit Allowances.

Credit allowances will not be issued where the SLA is not met as a result of:

- 5.1 Acts of omissions of Customer, its employees, contractors or agents or its end users;
- 5.2 caused by Customer or its End User or their agents or contractors;



- 5.3 resulting from a power failure of power at Customer or End User Premises;
- 5.4 resulting from the failure or malfunction of non-Telava provided equipment or systems;
- 5.5 force majeure events;
- 5.6 occurring during any period in which Telava is not given access to Customer or End-User Premises; or
- 5.7 occurring during any scheduled maintenance, unscheduled emergency maintenance, or changes in Service requested by Customer; or
- 5.8 improper or inaccurate network specifications provided by Customer.

## 6.0 Reporting Procedures

To be eligible to receive a credit, the customer must meet SLA requirements and submit immediately in the following formats:

- (a) Please call Telava Customer Care at **1.888.983.5282** to report any failure(s) and opening a trouble ticket.
- (b) Submit a written request for a credit allowance to Telava Technical Support at e: **techsupport@telava.com** within sixty (45) days of the date of the SLA failure; and

For each submission, please provide your Telava Account Number and such other information as reasonably required by Telava Customer Care to investigate the claim.

Revision.20120115