

**Service Level Agreement for**  
Leapfrog Internet Broadband Internet Access Service

**I. Overview**

This Service Level Agreement ("SLA") describes target network performance and service level metrics for Leapfrog Internet Broadband Internet Access Service provided over Reach, SDSL, and IDSL End User circuits. Leapfrog Internet makes the following network performance and service level commitments.

**II. Definitions**

Service Outage - An unscheduled period during which the service is interrupted and not usable. To qualify for service outage credits, Customer must open a Trouble Ticket.

Service Outage Time - The period beginning when the Customer reports a Service Outage to Leapfrog Internet (Trouble Ticket initiation) and ending when Leapfrog Internet closes the Trouble Ticket with the Customer. If the Customer does not initiate a Trouble Ticket with Leapfrog Internet, or does not release the circuit to Leapfrog Internet for testing, Leapfrog Internet will not be obligated to issue credits for the Service Outage.

Trouble Ticket - The method to be used by the Customer when reporting to Leapfrog Internet a perceived Network Outage.

**III. Qualifications**

When the Customer experiences a Service Outage, the Customer must notify the appropriate Customer Service Center and open a Trouble Ticket. In order to receive a credit on a Performance Standard, the Customer must first open a Trouble Ticket by reporting the Service Outage within 5 business days of the occurrence and then submit a written request for a credit to Leapfrog Internet within 5 business days of opening the Trouble Ticket. The Customer must document the following information when requesting the credit: (1) the Trouble Ticket number, (2) the time the Trouble Ticket was opened and closed, and (3) the number for each of the Circuits that experienced the Service Outage.

**IV. Performance Standards**

Performance Standards are offered in conjunction with Leapfrog Internet' services for Reach, SDSL, and IDSL End User Circuits. There are Performance Standards for Core Network Availability, Mean Time to respond, and Mean Time to Repair (MTTR).

<b>Performance Standard</b>	<b>Reach</b>	<b>SDSL</b>	<b>IDSL</b>
Network Availability	99.9%	99.9%	99.9%
Mean Time to Respond	15 minutes	15 minutes	15 minutes
Mean Time to Repair	24 hours	24 hours	48 hours

**A. Network Availability**

**Reach, SDSL, and IDSL End User Circuits**

The Network Availability commitment relates to the amount of time that the Leapfrog Internet core network is available to the Customer. The Network is measured from the ingress to Leapfrog Internet's network (the port on the

Leapfrog Internet's DSLAM located in the central office at issue) to the egress of Leapfrog Internet's network (the port on the Leapfrog Internet router connected to the Public Internet). Downtime is calculated commencing with the date and time the trouble ticket is opened and ending upon confirmation that service has been restored.

Performance Standard

Leapfrog Internet' Network Availability performance standard is 99.9%. Leapfrog Internet will credit the Customer's account if Leapfrog Internet fails to meet this Core Network Availability Performance Standard during any calendar month.

Calculation

Core Network Availability is calculated as the total number of minutes in a billing month during which network PVC routes and associated ports are available to exchange data between two network infrastructure node end points, divided by the total number of available minutes in a calendar month. A Service Outage is calculated commencing with the date and time on which the Customer informs Leapfrog Internet of Service Outage by opening a Trouble Ticket with Leapfrog Internet and ends on the date and time of service restoration. Network Outages beyond the responsibility of Leapfrog Internet are excluded from the calculation.

Network Availability is calculated as follows:

Monthly Network Availability Time (%) equals

$100 - \frac{\text{Total minutes of PVC unavailability in month}}{\text{Total number of minute in month}} \times 100$

**B. Mean Time To Respond**

Leapfrog Internet agrees to respond to Customer requests for repair and other technical problems within a mean response time of fifteen (15) minutes (averaged per month based on all response times for all submitted Trouble Tickets) during normal TAC (Technical Assistance Center) business hours.

**C. Mean Time To Repair Reach, SDSL, and IDSL End User Circuits**

Leapfrog Internet will manage the local loop vendor (or Incumbent Local Exchange Carrier) on behalf of Customer for any repairs or problems related to Leapfrog Internet-provided End User Circuits. Mean time to repair ("MTTR") is the period of time commencing on the date and time the Customer informs Leapfrog Internet of Network Outage (i.e., opening a Trouble Ticket) and ending on the date and time of service restoration (i.e., closing a Trouble Ticket).

Performance Standard

MTTR for all submitted Trouble Tickets shall target 24 hours averaged on a per month basis for Reach and SDSL End User Circuits and 48 hours for IDSL End User Circuits (excluding access related problems).

Calculation

MTTR is calculated as the average time to repair the Network Outage for all submitted Trouble Tickets. The length of each Network Outage per PVC is totaled at the end of each billing month and divided by the corresponding number of Network Outage denoted by Trouble Tickets opened for that billing month. MTTR per billing month is calculated as follows:

$$\text{Monthly MTTR Average} = \frac{\text{Cumulative length of Network Outage(s) per PVC}}{\text{Total number of Trouble Tickets per billing month}}$$

**V. Credit Structure -End User Circuits**

The non-compliance credit structure is based on monthly billing calculations. For any billing month in which Leapfrog Internet fails to meet any one of the Performance Standards stated in this document, the following credit structure will be applied to the net Monthly Recurring Charges (MRC) across the Customer's service affected by the Network Outage(s).

Consecutive Month(s) of Non-Compliance	Credit Structure (% of affected service)
<b>The Customer will only receive credits for ONE Performance Standard in a billing month</b>	
1st	10%
2nd	20%
3rd	30%
After 3rd month	30% or the Customer may terminate the affected circuit without penalty

In the event that Leapfrog Internet is unable to satisfy any one of the Performance Standards for one month, Leapfrog Internet will provide a credit equal to 10% of the fixed rate for the monthly service effected, after the application of discounts. If Leapfrog Internet does not meet the same Performance Standard, Leapfrog Internet will provide a 20% credit for the second consecutive month and a 30% credit for the third consecutive month. After the third consecutive month the Customer or Leapfrog Internet may either elect to continue service inclusive of the credits, or discontinue the affected Leapfrog Internet service circuit without liability, except for charges incurred prior to discontinuance of service.

As MTTR and Availability are two different ways of measuring the same interruption, Leapfrog Internet will issue credit for the method, which results in a greater rebate. Leapfrog Internet will only issue a credit for one Performance Standard on the same service within the same month.

In order to cancel the service with Leapfrog Internet, the Customer must submit a written disconnect notice to Leapfrog Internet.

**VI. Events Beyond Control of Leapfrog Internet**

All Network Availability and MTTR measurements do not include periods of Service Outage resulting in whole or in part from one or more the following causes:

- The Customer's applications, equipment, or facilities
- Leapfrog Internet' or the Customer's scheduled maintenance
- Any event or occurrence that results in "No Trouble Found" resolution to Trouble Tickets
- Force Majeure events beyond the reasonable control of Leapfrog Internet including, but not limited to, Acts of God, terrorist attacks, natural disasters, cable cuts, labor strikes, and national emergencies
- Trouble Tickets associated with new installations

- Interruptions associated with any act or omission on the part of the Customer or a third party, including, but not limited to, any local access provider, or an interruption where the Customer elects not to release the service for testing and repair and continues to use it on an impaired basis
- Interruptions during any period where Leapfrog Internet or its agents are not allowed access to the Customer premises where the access lines are terminated, and
- Master Trouble Tickets opened by Leapfrog Internet or by a qualified third party on behalf of Leapfrog Internet, such as those in the case of a fiber cut.