

SECTION 5 - OBSOLETE SERVICE OFFERINGS, (Cont'd.)

5.10 National Frame Relay Service (NFR), (cont'd.)

5.10.3 Terms and Conditions, (cont'd.)

B. General Exclusions

The following exclusions are not calculated in the SLA.

1. A service outage that is not supported by a Company trouble ticket.
2. New installation prior to acceptance by the Customer.
3. Scheduled maintenance window with prior notifications.
4. Force Majeure
5. Any act of omission, fault or negligence on the part of the Customer, its contractors, or any other entity over which the customer exercises control or has the right to exercise control.
6. Any act or omission on the part of any third party with the exception of the Interexchange Carrier (IXC), Local Exchange Carrier (LEC), Regional Bell Operating Company (RBOC) or any Company agent or contractor contracted by the Company.
7. The first month of service for the particular service element.

C. Credits

If the specified objectives are not met within the specified time frames, a 10% credit of the discounted Monthly Recurring Charges for all affected ports and PVCs, not to exceed \$5,000, will be posted on the Customer's bill within two months of the Company's determination that the claim is valid. The credit will be applied to the appropriate elements affected by the outages (i.e. Ports, PVCs and Company provided local access).