

TC Systems, Inc.
P.S.C. No. 7 -- Telephone
Access Services
Effective Date: March 28, 2016

Section 9
Leaf No. 11
Revision: 2
Superseding Revision: 1

9. AT&T DEDICATED ETHERNET

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9.4 Service Level Agreements (SLAs) (continued)

9.4.2 SLA Exclusions

The SLA provisions, measurements, and eligibility for credit shall exclude conditions wherein service performance was adversely affected by any of the following conditions:

- Any cause beyond the Company's reasonable control (force majeure events) including, but not limited to, acts of war, civil disturbances, acts of civil or military authorities or public enemies, earthquakes, hurricanes, floods, fires, storms, tornadoes, explosions, lightning, power surges or failures, fiber cuts, strikes or labor disputes;
- Failures of any structures, facilities or equipment provided by the Customer or its contractors, equipment vendors, or by any carrier or service provider other than the Company;
- Interruptions caused by the negligence of the Customer;
- Interruptions of a service during any period in which the Company is not afforded access to the premises where the service is terminated;
- When the Company and the Customer negotiate the release of the service for (1) maintenance purposes, (2) to make rearrangements or (3) to implement an order for a change in the service, a credit does not apply during the negotiated time of release;
- Periods when the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis;
- Data loss during the Company's scheduled maintenance windows;
- Failures of any structures, facilities or equipment on the Customer's side of the demarcation point.

The total credit amount of any allowances for interruptions and SLA credits applicable in a given month shall not exceed 100% of the monthly recurring charge for the affected AT&T Dedicated Ethernet circuit(s).

Issued by: Linda Guay, Director