

SERVICE LEVEL AGREEMENT

Metric	Target	Comments	Penalties/Credits*
New service installation	On or before due date		50% installation fee credit if target is not met
Mean Time To Repair (MTTR) for T1, 10/100BT, 10/100/1000BT, ATM	four hours	If the specified target is not met for two consecutive months, Bell provides a one-day credit for each hour of downtime, or fraction thereof, in excess of the specified target, to a maximum of (in aggregate) one month fees per month in which the specified target is not met.	One-day credit per hour of downtime in excess of target (to a maximum in aggregate of one month's base fees in respect of any particular month) if target missed for two consecutive months
MTTR for ADSL and ISDN	24 hours for ADSL/ 48 hours for ISDN (due to local loop repair standards)	Delays incurred due to client and third-party network providers will be subtracted from the time to repair calculations for the purpose of the MTTR objectives. Bell measured trouble tickets will be the means by which MTTR compliance is determined.	
Core network availability	100%	Core network availability is the proportion of time that the network is available for service (client edge router to client port on Provider Edge (PE) router). Availability is measured in terms of percentage of available time in one calendar month. Availability calculation excludes any scheduled outages such as, without limitation, the maintenance window on Sunday from 12:00 a.m. to 6:00 a.m. EST. In addition a maintenance window for application upgrades is available Tuesdays from 12:00 am to 6:00 am EST and excluded from the availability calculation. In the event that application upgrades are	One-day credit of base fees if target missed for two consecutive months

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Service credits		<p>scheduled a client will receive a two-business day advance notice via the Bell Web site. No more than 30% of the Bell network (overall) will be affected at any one time.</p> <p>Availability is measured by Bell approximately once every 15 minutes for the purpose of the core network availability calculation. Service credits for Service Level Agreement non-compliance will only be given on a reactive basis.</p>	

*Penalties/credits are based on Bell's service measurements and are calculated on a pro rata basis. "Base fees" refer to the basic monthly fees for the affected portion of the services and exclude any fees in respect of additional usage, additional data throughput and additional bandwidth notwithstanding anything to the contrary in this agreement, in no event will the penalties/credits payable to a client in any month exceed the base fees paid or payable by a client in respect of such month. The remedies set out in the Service Level Agreement are a client's sole remedies if Bell fails to meet the Service Level Commitments set out therein.