

# ***PRI***

## ***Service Level Agreement***

### **PERFORMANCE GUARANTEED**

At BULLSEYE TELECOM, we back up our promises with industry-leading performance and reliability guarantees - demonstrated by our superior performance over seven years of providing high-value, mission-critical data access and transmission services to the commercial marketplace. We are one of only very few providers to guarantee minimal packet loss over the Internet - not just on our local access and switching platform - and we guarantee 100% network availability. If our network is not performing as promised, or you lose connectivity as defined below, you are entitled to receive a credit. It's another way that BULLSEYE TELECOM demonstrates its commitment to complete customer satisfaction.

### **BULLSEYE TELECOM INTERNET ACCESS GUARANTEES 100% NETWORK AVAILABILITY.**

BULLSEYE TELECOM guarantees that the BULLSEYE TELECOM network will always be available. You will receive a credit of one (1) day's service of your monthly recurring connectivity charges for every service-impacting network outage. If you incur eight (8) or more consecutive hours of downtime in any given month, you will receive the service for that month at the impacted location free of charge. Network outages are measured from the time we receive a customer report of the outage.

### **PROACTIVE CUSTOMER NOTIFICATION.**

BULLSEYE TELECOM guarantees 24 hours a day, 7 days a week that you will be notified of any network outage resulting in downtime. You will be entitled to a prorated credit equivalent to one (1) day's share of your monthly recurring access charge for any month in which BULLSEYE TELECOM does not notify you of a service affecting outage, provided that the e-mail address, phone number and other contact information provided by you to us for this purpose is accurate and current.

### **TDM and IP PRI Services.**

BULLSEYE TELECOM guarantees that the BULLSEYE TELECOM network will always be available. You will receive a credit of one (1) day's service of your monthly recurring connectivity charges for every service-impacting network outage. If you incur eight (8) or more consecutive hours of downtime in any given month, you will receive the service for that month at the impacted location free of charge. Network outages are measured from the time we receive a customer report of the outage. Usage, Taxes and Regulatory Fees are still billed at contracted rates. MRC based usage charges will be prorated in (1) day increments for the period of network outage.

### **ON-TIME INSTALLATION.**

BULLSEYE TELECOM guarantees new service installation by the quoted activation date, contingent on the availability of properly conditioned physical facilities between your service location and the appropriate network point of presence. All installation intervals are best effort and are contingent upon a customer's requirements, coordination with a customer's CPE vendor and associated network providers. If a customer has a particular installation interval request, BULLSEYE TELECOM will do with it can within its control to honor that request, but cannot guarantee those intervals.

Note: The network performance metrics defined in these Terms and Conditions and any applicable Service Order do not apply to non-availability of network services arising from traffic or other service impacts induced by extraordinary events such as viruses, denial of service attacks and other network events that are not originated by or are beyond the control of BULLSEYE TELECOM.