



Service Level Agreement

Dry ADSL, SDSL, IDSL, Fractional T1, Full T1, Bonded T1, and Fractional DS3 services

This Service Level Agreement (“**SLA**”) provides detailed descriptions for Lightning Bolt DSL (“**LB DSL**”) service performance and installation. This SLA covers only: (a) Dry/Dedicated ADSL SOHO services, (b) SDSL/IDSL services, (c) Fractional, and Full T1 services, (d) Bonded T1 Services (includes 3.0M, 4.5M, 6.0M, 7.5M, 9.0M, 10.5M, 12.0M Services), (e) DS3 Access Services.

1. Overview

1a: This SLA provides detailed descriptions of service metrics for performance and installation times and is the basis for certain service credits that Customer may request from LB DSL if LB DSL fails to meet or exceed certain of the Service Metrics detailed in this SLA.

1b: Overview Definitions:

Table 1 (Service Metrics) definitions: All capitalized terms not defined in this SLA shall have the meaning ascribed to them in the agreement between the customer and LB DSL.

“**Metric**” means the performance measures for specific LB DSL functions and includes the Description, Measurement Method, Objective and Service Credit, if any.

“**Description**” means the specific LB DSL function measured.

“**Measurement Method**” means the method that LB DSL uses to determine LB DSL’s performance and the frequency of the measurement.

“**Objective**” means the target performance that LB DSL expects to achieve, as outlined herein.

“**Service Credit**” means the credit to Customer’s invoice that Customer may request of LB DSL if LB DSL does not meet the Objective in the prescribed period.

“**IDSL/SDSL**” means all IDSL/SDSL Services.

“**T1**” means T1 Services.

“**Bonded T1 Services**” means Bonded T1 3.0M, 4.5M, 6.0M, 7.5M, 9.0M, 10.5M and, 12.0M Services.

“**DS3**” means DS3 Services.

“**Service Family**” means a particular type or family of LB DSL Services. The following are each a separate “**Service Family**”: (a) Dry/Dedicated ADSL SOHO services, (b) SDSL/IDSL services, (c) Fractional, and Full T1 services, (d) Bonded T1 Services (includes 3.0M, 4.5M, 6.0M, 7.5M, 9.0M, 10.5M, 12.0M Services), (e) DS3 Access Services.

1c: Exceptions to LB DSL’s SLA Obligations. Notwithstanding anything in this SLA to the contrary, LB DSL will only issue Service Credits to the customer upon its failure to meet Objectives for certain Metrics in Table 1 (Service Metrics) to which Service Credits are specifically attached. However, LB DSL will not be liable for Service Credits in the following situations (and as otherwise described in this SLA:)

- (i) Prior to the successful completion of installation (i.e., the Billing Start Date) for a customer’s circuit,
- (ii) Interruptions of Service caused by the customer, or any third party other than LB DSL, or LB DSL’s authorized agents or suppliers,
- (iii) Interruptions or delays due to the End User’s CPE, whether provided by LB DSL or others,
- (iv) Interruptions during periods of scheduled maintenance or network upgrades
- (v) Interruptions during periods when the customer elects not to release its Service for testing and/or repair or does not respond to information or other requests by LB DSL,
- (vi) Interruptions during any period when the customer releases a Service maintenance or rearrangement purpose, or for implementation of a customers order or request,
- (vii) Interruptions during any period when LB DSL or where there is trouble reported, but no afforded access to the End User premises where Services are terminated,
- (viii) Interruptions not reported to LB DSL or where there is trouble reported, but no trouble found by LB DSL, or
- (ix) Force Majeure events.

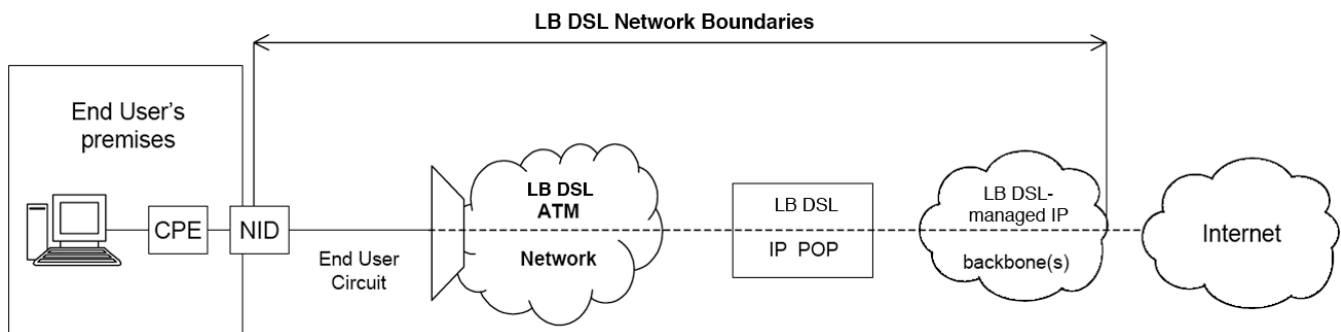
LB DSL will nevertheless use its reasonable efforts to seek a prompt resumption of Service and/or resolution of transmission problems in those circumstances where such efforts have a reasonable likelihood of achieving a resumption of Service.

1d: Except for Installation Interval Service Credits, total service credits provided by LB DSL in a given month applicable to a customer’s circuit may not exceed twenty percent (20%) on the monthly recurring fees charged by LB DSL during such month for customer’s circuit. Any service credits in excess of twenty percent (20%) will not carry over into later invoices. Credits provided by LB DSL hereunder shall not be cumulative for any single failure.

2 General Definitions

2a: “LB DSL Network” means the infrastructure, facilities, and equipment owned, leased, operated, or controlled by LB DSL, used to provide Services. The LB DSL Network excludes, Customer Premise Equipment (“CPE”), inside wiring at a customer’s premises, and any network infrastructure, facilities, or other components not owned, leased, operated, or controlled by LB DSL. See Figure 1.

Figure 1: LB DSL Network boundaries



2b: A “LB DSL IP PoP” is defined as that part of the LB DSL Network that connects to the public Internet.

2c: “LB DSL Service Area” is a LB DSL designated group of Central Offices within a geographic area.

2d: “IP Region” is the set of LB DSL Service Areas that are serviced by a particular IP PoP. A Listing of LB DSL IP Regions is available from LB DSL upon request. LB DSL may, at its sole discretion, change the number and

configuration of the IP Regions and the assignment of LB DSL Service Areas to particular IP Regions LB DSL may serve individual customer circuits from an IP PoP in a different IP Region.

2e: There is a “**Service Outage**” on a specific customer circuit when any of the following are true:

- (i) IP packets cannot be exchanged between the customer’s NID and any IP address (of LB DSL’s choice) on the public Internet via LB DSL Network.
- (ii) For a given 15 minute period, if 30 consecutive Data Delivery measurements (as described in Table 1) performed at 30 second intervals shows a delivery rate of less than 90%
- (iii) For a given 15 minute period, if 30 consecutive Round Trip Delay measurements (as described in Table 1) performed at 30 second intervals shows the average delay is five times the objectives set forth in Table 1 regarding Average Round Trip Delay (i.e. $5 \times 110\text{ms} = 550\text{ms}$).

A Service Outage excludes any failure to which any of the items listed in Sections 1c above have contributed in whole or in part.

3 Claims process

It is the customer’s responsibility to identify, request and document all valid SLA claims, and corresponding Service Credits. To be eligible for Service Credits, the customer must first report service availability, delay, or delivery events to LB DSL through standard trouble reporting/ticket mechanisms, as set forth in LB DSL’s Terms of Service. LB DSL will notify the customer of its resolution on the reported event. Customer must request any applicable service credits by the 15th day of the month following the month in which (a) the reported incident was resolved (in the case of credits for Average Service Availability, Mean Time to Repair, Average Round Trip Delay, and Average Data Delivery credits) or (b) the Billing Start Date of the affected the customer’s circuit occurred (in the case of installation Interval credits). LB DSL will use reasonable commercial efforts to verify the customer’s request within forty-five (45) days of a complete and properly submitted credit request, and will apply any applicable Service Credits, as determined at LB DSL’s sole discretion, to the customer’s Invoice issued on the first day of the month following LB DSL’s forty-five (45) day review.

The customer may not, under any circumstances, submit credit request beyond the timeframes specified above; LB DSL will not accept late credit requests.

Request for Service Credits must be submitted to billing@LBDSL.com in the form reasonable designated by LB DSL. Customer must submit a separate credit request for each customer circuit for which the customer makes a claim. In addition, the customer must submit a separate credit request for each type of Service Credit (e.g., Average Service Availability Credit, Installation Interval Credit, Etc.) requested if the End User makes multiple types of claims on a single customer circuit provided, however, that request for Average Service Availability Service Credits and Mean Time to Repair Service Credits for a single customer circuit may be maybe via the same credit request.

LB DSL will reject any credit requests that do not provide sufficient supporting information to allow LB DSL to verify the claim. Such information must include:

- Circuit ID: The circuit number for each circuit on which the incident occurred;
- SLA Type: The specific type of credit being requested;
- Trouble Ticket or Order #. The LB DSL Trouble Ticket number(s) (for credits for Average Service Availability, Mean Time to Repair, Average Round Trip Delay, or Average Data Delivery) or order number (for credits for Installation Interval) on which the credit is based;
- Resolution Date: The date(s) of the resolution of the trouble ticket(s) (for credits for Average Service Availability, Mean Time to Repair, Average Round Trip Delay, or Average Data Delivery) for the incident or the Billing Start date (for credits for Installation Interval); and
- Other: Any other information that LB DSL may reasonably request to assist LB DSL in verifying the End User’s credit request

LB DSL does not guarantee that provision of the above information will be sufficient to allow LB DSL to verify the request. LB DSL will inform the customer of credit requests that it rejects for insufficient information, and the customer will be allowed to resubmit such request with additional supporting information within 15 (fifteen) days of LB DSL’s notification of its rejection of credit request. After the customer resubmits the credit request with the additional supporting information, the standard verification and crediting timelines (outlined above) will apply.

LB DSL reserve the right to modify the format for submission of and information required for SLA credit requests with thirty (30) days notice to the customer.

customer must be current in all of its invoices to be eligible for any credits and may not withhold payments based on SLA credits request. LB DSL may, at its reasonable discretion and without notice, limit or eliminate the customer's eligibility and ability to submit SLA credits if (a) the customer fails to pay the undisputed portion of its invoice, or (b) in LB DSL's sole determination, LB DSL determines that the customer has:

- Failed on one or more occasions to comply with the credit request policies and requirements described herein;
- Submitted an excessive number of rejected SLA credit request; or
- Used or attempted to use the SLA credit process in a frivolous, abusive, or fraudulent manner.

LB DSL will restore the customer's ability to Submit SLA credit requests once the customer (i) has paid all amounts owed to LB DSL (in case of failure to pay outstanding invoices), or (ii) in all other cases, provides to LB DSL assurances sufficient for LB DSL to determine the customer has cured the conduct that initiated the customer's ineligibility to participate in the SLA.

**Table 1
Services Metrics**

Metric	Description	Measurement Method	Objective	Service Credit – If Applicable
MAINTENANCE				
Mean Time to Repair Customer Circuits Outage for IDSL/SDSL and SOHO Dedicated Loop services	Average time in hours, to restore service to Customer after a failure, on a monthly basis across all Customer Circuits within a particular Service Family (e.g., SOHO Dedicated Loop) impacted by Service Outage	<p>“Service Outage” is defined in the definitions section of this document.</p> <p>The Mean Time of Repair Customer Circuit Outages calculation is measured each reporting calendar month as follows:</p> <p align="center"><i>Sum of all Customer Circuit Outage Time within a particular Service Family within the calendar month</i></p> <p align="center">-----</p> <p align="center"><i>Total number of Customer Circuits within a particular Service Family impacted by Service Outages within a calendar month</i></p> <p>(Note: if any Customer Circuit experiences more than one (1) Service Outage, each occurrence will be counted separately.)</p> <p>“End User Circuit Outage Time: is equal to the sum of the time duration, in minutes, for each Customer Circuits within a particular Service Family (e.g., SOHO Dedicated Loop) impacted by the Service Outage from the time a trouble ticket is opened by LB DSL and/or the Customer to the time the trouble ticket is closed by LB DSL, excluding Saturdays, Sundays, Federal Holidays, and any period that LB DSL waits for a response, availability, or action from the Customer, for each Customer circuit related trouble ticket.; The Calculation further excludes any period LB DSL spends monitoring the affected Customer Circuit after LB DSL has restored service to the affected Customer Circuit</p>	Twenty-four (24) hours (excluding weekends and Federal Holidays) for IDSL/SDSL Customer Circuits	If Mean Time to Repair IDSL and SDSL Customer Circuits Outage is in excess of twenty-four (24) hours, The Customer will be eligible for a Service Credit in an amount equal to ten percent (10%) of the total monthly recurring charges for each IDSL/SDSL Customer Circuit affected by a Service Outage during the reporting calendar month
			Thirty-six (36) hours (excluding weekends and Federal Holidays) for SOHO Dedicated Loop ADSL Customer Circuits	If Mean Time to Repair SOHO Dedicated Loop Customer Circuits Outage is in excess of thirty-six (36) hours, The Customer will be eligible for a Service Credit in an amount equal to ten percent (10%) of the total monthly recurring charges for each SOHO Dedicated Loop Customer Circuit affected by a Service Outage during the reporting calendar month

**Table 1
Services Metrics**

Metric	Description	Measurement Method	Objective	Service Credit – If Applicable
MAINTENANCE - Continued				
Mean Time to Repair End User Circuits Outage for Fractional and Full T1 services	Average time in hours, to restore service to End Users after a failure, on a monthly basis across all Customer Circuits within a particular Service impacted by Service Outages	<p>“Service Outage” is defined in the definitions section of this document.</p> <p>The Mean Time of Repair End User Circuit Outages calculation is measured each reporting calendar month as follows:</p> <p align="center"><i>Sum of all T1 Circuit Outage Time within a particular Service Family within the calendar month</i></p> <hr/> <p align="center"><i>Total number of T1 Circuits within a particular Service Family impacted by Service Outages within a calendar month</i></p> <p>(Note: if any End User Circuit experiences more than one (1) Service Outage, each occurrence will be counted separately.)</p> <p>“T1 Circuit Outage Time: is equal to the sum of the time duration, in minutes, for each Customer Circuit impacted by the Service Outage from the time a trouble ticket is opened by LB DSL and /or the End User to the time the trouble ticket is closed by LB DSL, excluding any period that LB DSL waits for a response, availability, or action from the End User, for each End User circuit related trouble ticket.; The Calculation further excludes any period LB DSL spends monitoring the affected End User Circuit after LB DSL has restored service to the affected End User Circuit</p>	Two and a half (2.5) hours (including weekends and Federal Holidays) for Fractional, and Full T1 Circuits	If Mean Time to Repair T1 End User Circuits Outage is in excess of two and a half (2,5) hours, The End User will be eligible for a Service Credit in an amount equal to ten percent (10%) of the total monthly recurring charges for each Fraction, or Full T1 End User Circuit affected by a Service Outage during the reporting calendar month

**Table 1
Services Metrics**

Metric	Description	Measurement Method	Objective	Service Credit – If Applicable
MAINTENANCE - Continued				
Mean Time to Repair End User Circuits Outage for Bonded T1 services	Average time in hours, to restore service to End Users after a failure, on a monthly basis across all Customer Circuits within a particular Service impacted by Service Outages	<p>“Service Outage” is defined in the definitions section of this document.</p> <p>The Mean Time of Repair End User Circuit Outages calculation is measured each reporting calendar month as follows:</p> $\frac{\text{Sum of all Customer Circuit Outage Time within a particular Service Family within the calendar month}}{\text{Total number of Customer Circuits within a particular Service Family impacted by Service Outages within a calendar month}}$ <p>(Note: if any End User Circuit experiences more than one (1) Service Outage, each occurrence will be counted separately.)</p> <p>“Customer Circuit Outage Time” is equal to the sum of the time duration, in minutes, for each Customer Circuit impacted by the Service Outage from the time a trouble ticket is opened by LB DSL and /or the End User to the time the trouble ticket is closed by LB DSL, excluding any period that LB DSL waits for a response, availability, or action from the End User, for each End User circuit related trouble ticket.; The Calculation further excludes any period LB DSL spends monitoring the affected End User Circuit after LB DSL has restored service to the affected End User Circuit</p>	Four (4.0) hours (including weekends and federal holidays) for Bonded T1 Services and DS3 Access Services.	If Mean Time to Repair Bonded T1 or DS3 End User Circuits Outage is in excess of four (4) hours, The Customer will be eligible for a Service Credit in an amount equal to ten percent (10%) of the total monthly recurring charges for each Bonded T1, or DS3 End User Circuit affected by a Service Outage during the reporting calendar month
Mean Time to Repair End User Circuits Outage DS3 services				

**Table 1
Services Metrics**

Metric	Description	Measurement Method	Objective	Service Credit – If Applicable																
SERVICE PERFORMANCE																				
Sever and Chronic Problems IDSL/SDSL Services, Fractional T1, Full T1, Bonded and DS3 Access Services.	End User Circuits are experiencing severe or chronic problems	<p>Severe Problem: An End User Circuit is experiencing a “<i>Severe Problem</i>” if the aggregate time an End User experience a Service Outage is in excess of: (a) twelve (12) hours for any Fractional, Full, or Bonded T1 or DS3 Service in any calendar month, and (b) forty-eight (48) hours for any IDSL/SDSL Service in any calendar month.</p> <p>Chronic Problem: A particular End User Circuit is experiencing a “<i>Chronic Problem</i>” if (a) at any time the End User Circuit experienced a Severe Problem, (b) LB DSL did not recommend that Customer disconnect the End User circuit at the time of the Severe Problem, and (c) The End User receives the maximum service availability credit under this SLA for three consecutive months for the particular End User Circuit.</p>	Not Applicable	If the End User experiences a Chronic Problem, LB DSL may terminate or disconnect the impacted End User Circuit. The End User will be eligible for a Service Credit in the amount of any assessed early termination fees. The End User will still be liable for charges incurred prior to the termination of service (including, without limitation, service set-up, professional installation and missed appointment charges).																
Average Service Availability for IDSL, SDSL, Fractional T1, Full T1, Bonded T1, and DS3 Services	Percentage of minutes in a calendar month a particular Service Family did not experience a Service Outage (e.g., all of the End User’s T1 Services)	<p>Average Service Availability is measured performance of LB DSL’s Network between the End User’s NID and any IP address (of LB DSL’s choice) on the public Internet via the LB DSL Network.</p> <p>Specifically, Average Service Availability is a percentage calculated as:</p> $1 - \left(\frac{\text{sum of service outage duration}}{\text{total available time}} \right) * 100$ <p>Where:</p> <p><i>Sum of service outage duration</i> is the total of the outage, in minutes, of all End Users Circuits within a particular Service Family (e.g., T1 Services) in service affected by Service Outage during the reporting calendar month. Outage time begins when the End User or LB DSL open a trouble ticket and ends when LB DSL notifies the End User that the problem has been resolved, excluding hold time due to the End User</p> <p>Total available time = (number of End User Circuits within a particular Service Family (e.g., T1 services) in service on the last day of the calendar month preceding the reporting month) * ((days in the reporting calendar month)*(minutes per day)).</p>	<p>For IDSL, and SDSL End user Circuits the objective is ninety-nine and nine-tenths percent (99.9%)</p> <p>For Fractional T1, Full T1, Bonded T1, and DS3 End user Circuits the objective is ninety-nine and ninety-nine one hundredths percent (99.99%)</p>	<p>For each reporting calendar month in which LB DSL fails to achieve the Average Service Availability, the End User will be eligible for a Service Credit in the amount defined by the tables below:</p> <table border="1"> <thead> <tr> <th colspan="2">IDSL and SDSL Availability Credits</th> </tr> <tr> <th>% Average Service Availability</th> <th>Credit % of the total monthly recurring charges for all End User Circuits impacted by the Service Outage</th> </tr> </thead> <tbody> <tr> <td>99.5% - 99.89%</td> <td>5%</td> </tr> <tr> <td>Less than 99.5%</td> <td>10%</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th colspan="2">Fractional T1, Full T1, Bonded T1, and DS3 Availability Credits</th> </tr> <tr> <th>% Average Service Availability</th> <th>Credit % of the total monthly recurring charges for all End User Circuits impacted by the Service Outage</th> </tr> </thead> <tbody> <tr> <td>99.90% - 99.989%</td> <td>5%</td> </tr> <tr> <td>Less than 99.90%</td> <td>10%</td> </tr> </tbody> </table>	IDSL and SDSL Availability Credits		% Average Service Availability	Credit % of the total monthly recurring charges for all End User Circuits impacted by the Service Outage	99.5% - 99.89%	5%	Less than 99.5%	10%	Fractional T1, Full T1, Bonded T1, and DS3 Availability Credits		% Average Service Availability	Credit % of the total monthly recurring charges for all End User Circuits impacted by the Service Outage	99.90% - 99.989%	5%	Less than 99.90%	10%
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**Table 1
Services Metrics**

Metric	Description	Measurement Method	Objective	Service Credit – If Applicable
SERVICE PERFORMANCE - Continued				
Average Data Delivery for IDSL, SDSL, Fractional T1, Full T1, Bonded T1, and DS3 Services	Percentage of IP packets that LB DSL guarantees will be sent and received on a End Users Circuit.	<p>Within twenty-four (24) hours following the opening of a trouble ticket by the End User for suspected trouble relating to the Data Delivery, LB DSL will, provided the End User are available for cooperative testing, initiate measurement of the actual data delivery for the affected service covered by the trouble ticket in accordance with the following:</p> <p><i>“Data Loss”</i> is as the number of IP packets unsuccessfully transmitted between the End User’s NID and a LB DSL IP PoP in a different IP Region through the LB DSL network in a period, provided that the only traffic on the End User Circuit during the test is the test traffic and assumes that the transfer rate of the End User traffic during the test must be less than or equal to the service speed transmission rate. Data Loss is specifically calculated as described below.</p> <p>The <i>“Average Data Delivery”</i> on an End User Circuit is an average of the Delivery measurements conducted on that End User Circuit. Average Data Delivery is specifically calculated as described below.</p> <p>The Data Delivery measurement will be performed using ICMP pings sent from a LB DSL PoP in a different IP region to the end user’s CPE. A minimum of 100 packets will be sent for every measurement and 2 sets of measurements will be taken each day spaced 4 hours apart for 5 consecutive days. The End User ‘s CPE must be a LB DSL certified CPE and/or meet LB DSL’s qualification standards. The CPE must also be configured with an addressable IP address and powered on.</p> <p>Data Loss is equal to: (total number of pings sent to CPE – total number of successful replies from CPE)</p> <p>Average Data Delivery is: $[1 - \text{Data Los}/(\text{total number of pings send to CPE})] * 100$</p> <p><i>Note: Average Data Delivery is not measured when the End User’s Circuit is experiencing a Service Outage.</i></p>	Ninety-nine and nine-tenths percent (99.9%) for IDSL, SDSL, Fractional T1, Full T1, Bonded T1, and DS3 Services	For each End User Circuit whose Average Data Delivery as measured according to the measurement method does not equal or exceed the ninety-nine and nine-tenths percent (99.9%) Average Data Delivery Objective, The End User will be eligible for a Service Credit in an amount equal to ten (10%) percent of the total monthly recurring charges for the affected End User Circuit.

**Table 1
Services Metrics**

Metric	Description	Measurement Method	Objective	Service Credit – If Applicable
SERVICE PERFORMANCE - Continued				
Average Round Trip Delay for IDSL, SDSL, Fractional T1, Full T1, Bonded T1, and DS3 Services	Interval of time, in milliseconds, it takes for an IP packet to travel roundtrip within LB DSL's Network Boundary	<p>Within twenty-four (24) hours following the opening of a trouble ticket by the End User reporting suspected network trouble with round trip delay, LB DSL will, provided the End User is available for cooperative testing. Measure the Average Round Trip Delay for the affected End User Circuit.</p> <p>The Average Network Round Trip Delay measurements will be performed through a cooperative test between LB DSL, and the End User, is measured within the LB DSL Network boundaries, using Internet Control Message Protocol (ICMP) pings sent from a LB DSL IP PoP in a different IP Region, selected by LB DSL, to the End User's CPE and consist of the following:</p> <p>A minimum of 100 packets will be sent for every measurement and 2 sets of measurements will be taken each day spaced 4 hours apart for 5 consecutive days. The Average Round Trip Delay is then calculated as the average of all measurements over the five (5) day period. The End User's Circuit to be tested must be unloaded with the exception of test traffic. The End User 's CPE must be a LB DSL certified CPE and/or meet LB DSL's qualification standards. The CPE must also be configured with an addressable IP address and powered on.</p> <p><i>Each individual Round Trip Delay measurement is the roundtrip time in milliseconds ("ms") for an IP Packet to travel between the End User's CPE and a LB DSL PoP in a different IP Region.</i></p> <p>Note: Average Network Round Trip Delay is not measured when the End User's Circuit is experiencing a Service Outage.</p>	<p>Regional IP Network: One hundred ten (110) milliseconds roundtrip for IDSL or SDSL service.</p> <p>Seventy (70) milliseconds roundtrip for Fractional T1, Full T1, or Bonded T1 Services.</p> <p>Sixty (60) milliseconds roundtrip for DS3 Services.</p> <p>National IP Network: One hundred forty (140) milliseconds roundtrip for Services using LB DSL's National Network for services with IDSL, or SDSL Services.</p> <p>One hundred thirty (130) milliseconds roundtrip for Services using LB DSL's National Network Fractional T1, Full T1, or Bonded T1 Services.</p> <p>One hundred twenty (120) milliseconds roundtrip for Services using LB DSL's National Network for DS3 Services.</p>	If the Average Round Trip Delay measured according to the measurement method does not meet the Objective, The End User will be eligible for a Service Credit in an amount equal to ten (10%) percent of the total monthly recurring charges for the affected End User Circuit.

**Table 1
Services Metrics**

Metric	Description	Measurement Method	Objective	Service Credit – If Applicable						
SERVICE PERFORMANCE - Continued										
Installation Interval for IDSL, SDSL, Fractional T1, and Full T1 Services	Number of calendar days from date of End User's submission of a valid, serviceable order to date of successful installation of the Service	<p>For Completed, End User Circuits on which billing has commenced; "Installation Interval" is calculated as the number of whole calendar days between the dates LB DSL received the End User Circuit order and the Billing Start Date for such End User Circuit. This calculation excludes: (a) any period that LB DSL waits for a response, availability, or action from the End User, (b) any period that LB DSL waits to install the End Users Circuit resulting from the End User failure to respond, unavailability, lack of access to the End User's facilities, change of requested installation date, or other action or inaction, or (c) any period resulting from Force Majeure Events.</p> <p>In the event LB DSL fails to meet an installation interval due to problems with ILEC facilities (e.g., LEC special construction needed, or ILEC CO wiring problem), lack of inside wiring, End User missed appointment, or any other reason outside of LB DSL's sole control, then, such any delay related to such problem with the installation will be excluded from the installation Interval calculation.</p>	thirty (30) calendar days for IDSL, SDSL, Fractional T1, and Full T1 Services	<p>If LB DSL fails to meet the Installation Interval Target for an End User Circuit, the End User will be eligible for a Service Credit (the "Installation Interval Credit") according to the following table for the affected Service, once said Service is installed:</p> <table border="1"> <thead> <tr> <th>If Installation Interval is:</th> <th>Credit Is:</th> </tr> </thead> <tbody> <tr> <td>Greater than 30 calendar days and less than 45 calendar days</td> <td>Fifty percent (50%) of the first whole months monthly recurring charge for the End User Circuit</td> </tr> <tr> <td>Greater than 45 calendar days</td> <td>One hundred (100%) of the first whole months monthly recurring charge for the End User Circuit</td> </tr> </tbody> </table> <p>If the Installation Interval is greater than 45 calendar days, The End User may cancel the order for the affected Service, without cancellation liability; provided the cancellation order is placed at least forty-eight (48) hours prior to LB DSL delivering to the End User the delayed Service.</p>	If Installation Interval is:	Credit Is:	Greater than 30 calendar days and less than 45 calendar days	Fifty percent (50%) of the first whole months monthly recurring charge for the End User Circuit	Greater than 45 calendar days	One hundred (100%) of the first whole months monthly recurring charge for the End User Circuit
If Installation Interval is:	Credit Is:									
Greater than 30 calendar days and less than 45 calendar days	Fifty percent (50%) of the first whole months monthly recurring charge for the End User Circuit									
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Metric	Description	Measurement Method	Objective	Service Credit – If Applicable						
SERVICE PERFORMANCE - Continued										
Installation Interval for Bonded T1 (3.0m, 4.5m, and the 6.0m) Services	Number of calendar days from date of End User's submission of a valid, serviceable order to date of successful installation of the Service	<p>For Completed, End User Circuits on which billing has commenced; "Installation Interval" is calculated as the number of whole calendar days between the dates LB DSL received the End User Circuit order and the Billing Start Date for such End User Circuit. This calculation excludes: (a) any period that LB DSL waits for a response, availability, or action from the End User, (b) any period that LB DSL waits to install the End Users Circuit resulting from the End User failure to respond, unavailability, lack of access to the End User's facilities, change of requested installation date, or other action or inaction, or (c) any period resulting from Force Majeure Events.</p> <p>In the event LB DSL fails to meet an installation interval due to problems with ILEC facilities (e.g., LEC special construction needed, or ILEC CO wiring problem), lack of inside wiring, End User missed appointment, or any other reason outside of LB DSL's sole control, then, such any delay related to such problem with the installation will be excluded from the installation Interval calculation.</p>	Forty Five (45) calendar days for Bonded T1 (3.0m, 4.5m, and the 6.0m) Services	<p>If LB DSL fails to meet the Installation Interval Target for an End User Circuit, the End User will be eligible for a Service Credit (the "Installation Interval Credit") according to the following table for the affected Service, once said Service is installed:</p> <table border="1"> <thead> <tr> <th>If Installation Interval is:</th> <th>Credit Is:</th> </tr> </thead> <tbody> <tr> <td>Greater than 45 calendar days and less then 60 calendar days</td> <td>Fifty percent (50%) of the first whole months monthly recurring charge for the End User Circuit</td> </tr> <tr> <td>Greater than 60 calendar days</td> <td>One hundred (100%) of the first whole months monthly recurring charge for the End User Circuit</td> </tr> </tbody> </table> <p>If the Installation Interval is greater than 60 calendar days, The End User may cancel the order for the affected Service, without cancellation liability; provided the cancellation order is placed at least forty-eight (48) hours prior to LB DSL delivering to the End User the delayed Service.</p>	If Installation Interval is:	Credit Is:	Greater than 45 calendar days and less then 60 calendar days	Fifty percent (50%) of the first whole months monthly recurring charge for the End User Circuit	Greater than 60 calendar days	One hundred (100%) of the first whole months monthly recurring charge for the End User Circuit
If Installation Interval is:	Credit Is:									
Greater than 45 calendar days and less then 60 calendar days	Fifty percent (50%) of the first whole months monthly recurring charge for the End User Circuit									
Greater than 60 calendar days	One hundred (100%) of the first whole months monthly recurring charge for the End User Circuit									
Installation Interval for Bonded T1 (7.5m, 9.0m, 10.5 and the 12.0m) Services	Number of calendar days from date of End User's submission of a valid, serviceable order to date of successful installation of the Service	<p>For Completed, End User Circuits on which billing has commenced; "Installation Interval" is calculated as the number of whole calendar days between the dates LB DSL received the End User Circuit order and the Billing Start Date for such End User Circuit. This calculation excludes: (a) any period that LB DSL waits for a response, availability, or action from the End User, (b) any period that LB DSL waits to install the End Users Circuit resulting from the End User failure to respond, unavailability, lack of access to the End User's facilities, change of requested installation date, or other action or inaction, or (c) any period resulting from Force Majeure Events.</p> <p>In the event LB DSL fails to meet an installation interval due to problems with ILEC facilities (e.g., LEC special construction needed, or ILEC CO wiring problem), lack of inside wiring, End User missed appointment, or any other reason outside of LB DSL's sole control, then, such any delay related to such problem with the installation will be excluded from the installation Interval calculation</p>	Sixty (60) calendar days for Bonded T1 (7.5m, 9.0m, 10.5 and the 12.0m) Services	<p>If LB DSL fails to meet the Installation Interval Target for an End User Circuit, the End User will be eligible for a Service Credit (the "Installation Interval Credit") according to the following table for the affected Service, once said Service is installed:</p> <table border="1"> <thead> <tr> <th>If Installation Interval is:</th> <th>Credit Is:</th> </tr> </thead> <tbody> <tr> <td>Greater than 60 calendar days</td> <td>Fifty percent (50%) of the first whole months monthly recurring charge for the End User Circuit</td> </tr> </tbody> </table> <p>If the Installation Interval is greater than 60 calendar days, The End User may cancel the order for the affected Service, without cancellation liability; provided the cancellation order is placed at least forty-eight (48) hours prior to LB DSL delivering to the End User the delayed Service.</p>	If Installation Interval is:	Credit Is:	Greater than 60 calendar days	Fifty percent (50%) of the first whole months monthly recurring charge for the End User Circuit		
If Installation Interval is:	Credit Is:									
Greater than 60 calendar days	Fifty percent (50%) of the first whole months monthly recurring charge for the End User Circuit									

Metric	Description	Measurement Method	Objective	Service Credit – If Applicable				
SERVICE PERFORMANCE - Continued								
Installation Interval for DS3 Services	Number of calendar days from date of End User's submission of a valid, serviceable order to date of successful installation of the Service	<p>For Completed, End User Circuits on which billing has commenced; "Installation Interval" is calculated as the number of whole calendar days between the dates LB DSL received the End User Circuit order and the Billing Start Date for such End User Circuit. This calculation excludes: (a) any period that LB DSL waits for a response, availability, or action from the End User, (b) any period that LB DSL waits to install the End Users Circuit resulting from the End User failure to respond, unavailability, lack of access to the End User's facilities, change of requested installation date, or other action or inaction, or (c) any period resulting from Force Majeure Events.</p> <p>In the event LB DSL fails to meet an installation interval due to problems with ILEC facilities (e.g., LEC special construction needed, or ILEC CO wiring problem), lack of inside wiring, End User missed appointment, or any other reason outside of LB DSL's sole control, then, such any delay related to such problem with the installation will be excluded from the installation Interval calculation.</p>	Forty Five (45) calendar days for DS3 Services	<p>If LB DSL fails to meet the Installation Interval Target for an End User Circuit, the End User will be eligible for a Service Credit (the "Installation Interval Credit") according to the following table for the affected Service, once said Service is installed:</p> <table border="1" data-bbox="1507 354 1953 529"> <thead> <tr> <th data-bbox="1507 354 1732 407">If Installation Interval is:</th> <th data-bbox="1732 354 1953 407">Credit Is:</th> </tr> </thead> <tbody> <tr> <td data-bbox="1507 407 1732 529">Greater than 45 calendar days and less than 60 calendar days</td> <td data-bbox="1732 407 1953 529">Fifty percent (50%) of the first whole months monthly recurring charge for the End User Circuit</td> </tr> </tbody> </table>	If Installation Interval is:	Credit Is:	Greater than 45 calendar days and less than 60 calendar days	Fifty percent (50%) of the first whole months monthly recurring charge for the End User Circuit
If Installation Interval is:	Credit Is:							
Greater than 45 calendar days and less than 60 calendar days	Fifty percent (50%) of the first whole months monthly recurring charge for the End User Circuit							