



## Service Level Agreement for Illinois Century Network

### Illinois Department of Central Management Services

***This Service Level Agreement (SLA) applies only to customers that have a current, fully executed Master Services Agreement with the Illinois Department of Central Management Services (CMS).***

This document describes the services provided by CMS for which this SLA applies, details the support request procedure to be used in the event of problems once the service has been commissioned, and identifies level of credits for Service Disruptions.

#### **Service Description:**

This SLA covers ICN Broadband Services and ICN Point to Point or Multipoint Services on the ICN backbone network which is purchased from CMS by the Customer. This SLA does not apply to last mile services, fiber lateral services, any other ICN services, or services provided by a third party.

CMS' goal is for 100% availability for the core backbone network. In the event of a Service Disruption, as defined below, Customer shall be entitled to request credits against future monthly charges as set forth in this Agreement.

#### **New Service Installation or Change of Service:**

New service installation or change of service is deemed to be operational and accepted by the Customer on the Service Activation date as described in the Master Service Agreement.

Customer shall be responsible for all maintenance and repair of the Customer-provided connection and equipment.

#### **Service Disruption:**

A service disruption ("Service Disruption") occurs when, in CMS' sole determination, the Customer's port is unable to transmit and receive data. The Service Disruption period starts when a Customer reports the disruption of service to CMS and ends when, in CMS' sole determination, the Service is operative and service is restored. The Customer port is the access point where the Customer accesses the ICN backbone (e.g., the port on an ICN distribution router on which the Customer connection terminates).

To report a Service Disruption, Customer must contact the CMS Communications Management Center (CMC), the 24x7x365 Network Operations Center (NOC). The CMC will issue a trouble ticket and will track the event, engage appropriate technical staff to resolve the event, and if requested, provide updates throughout the event. The CMC contact information can be found at [www.illinois.net](http://www.illinois.net) (800-366-8768 Option 2).

Subject to the Restrictions and Exclusions section set forth below, CMS will award credits for Service Disruptions, as follows:

Each cumulative hour of service disruption qualifies Customer for a credit of one day's charges pro-rated from the monthly recurring charge. The maximum credit for a single outage will be one month's recurring charge.

Any Service Disruption or combination of Service Disruptions totaling under one hour per month is not eligible for service credits.

Notwithstanding any other provision contained herein to the contrary, the above credits shall be the sole and exclusive remedy of Customer for Service Disruptions. Customer shall make any and all claims for credits in writing no later than fourteen (14) days after the end of the Service Disruption upon which the credits are based, after which the Customer waives the Customer's right to make any claims for that Service Disruption period.

Service Disruption credits apply only to ICN Broadband Services and ICN Point to Point or Multipoint Services purchased from CMS. Services provided to schools, colleges, universities, libraries and museums through state-funded credits are not eligible for Service Disruption credits.

**Restrictions and Exclusions:**

A Service Disruption will not be deemed to have occurred in the event that, at CMS' sole determination, the service is unavailable or impaired due to any of the following:

- a. Interruptions on a service that is not an "Accepted Service." An accepted service is a service that has been accepted or deemed accepted following provisioning of an installation order or change order. The Master Service Agreement defines the order acceptance process;
- b. Interruptions that are a result of failures of circuits, equipment or any other facilities or services that are outside of the CMS service offering (e.g., Customer last mile circuits purchased by the Customer, third party circuits provided to or leased to a Customer by CMS last mile fiber connections provided by CMS)
- c. Interruptions caused by the negligence, error, misconduct, absence or omission of Customer, its employees, contractors, agents, officials, end users, or any individual or entity authorized by Customer to use or modify Customer's service;
- d. Interruptions due to failure of power at Customer's premises or failure or poor performance of Customer's equipment;
- e. Interruptions during any period in which CMS or its agents are not afforded access to the premises where the access lines associated with Customer's service are terminated, provided such access is reasonably necessary, as determined by CMS, to prevent a degradation or to restore service;
- f. Interruptions during any period when CMS has posted on the CMS website or communicated to Customer in any other manner that Customer's service will be unavailable for maintenance or rearrangement purposes, or Customer has released the service to CMS for the installation of a Customer Service Order;
- g. Interruptions during the CMS standard maintenance window as defined in the Master Service Agreement;
- h. Interruptions during any period when Customer elects not to release the circuit for testing and/or repair and continues to use it on an impaired basis;
- i. Interruptions resulting from force majeure events as defined in the Master Service Agreement;
- j. Interruptions caused by Customer;
- k. Interruptions resulting from Customer's breach of a term set forth in any Agreement pursuant to which CMS is providing the service to Customer, including the Master Service Agreement;
- l. Interruptions due to improper or inaccurate network specifications provided by Customer;
- m. Interruptions resulting from a failure on an other carrier network.
- n. Special configurations of the standard service that have been mutually agreed to by CMS and Customer; provided, however, CMS may provide a separate service level agreement to Customer for those special configurations; or
- o. Interruptions related to fiber lateral and fiber customer premise equipment,
- p. Interruptions due to service that has been filtered or terminated due to abuse (originating SPAM, virus, hacking DoS/DDoS attacks or other compromised activity);
- q. Interruptions or service degradation caused by exceeding the capacity of the last mile circuit;
- r. Failures resulting in outages or disruptions as a result of interference or tampering by a third party.