



PROPOSED AGENDA ITEM

MEETING DATE: February 23, 2012

SUBJECT: Technology Services

SUBMITTED BY: Jeffrey Smith, Technology Manager

DESCRIPTION:

Several telephone service outages over the last two years prompted our interest in seeking redundant telephone service.

Time Warner Cable Business Class has proposed an entire repurpose of our Fiber Optics to provide both Internet and Phone Service with redundancy in the event of service disruption.

Our current monthly expenses, prior to grants or discounts, for Earthlink Communications telephone service and the IU5/RWAN internet participation total approximately \$3600/mo. The Time Warner Cable proposal will reduce this monthly expense to \$1500/mo, while also increasing our redundancy and our speeds.

This will sever ECTS's connection to the IU5/RWAN consortium. After discussions with IU5 and peer district administrators there currently are no known services that ECTS will lose. However, should future IU5/RWAN services require our participation, or the cost to participate is again competitive with market rates, we can rejoin.

RECOMMENDATION:

I recommend we accept the Time Warner proposal to provide both internet and phone services to the Erie County Technical School for the next three years.

ISO Form #: 2300.03.00	Revision Date: March 4, 2011
This is a controlled document. Hard copies of this form must conform with Forms Index date.	



Business Class Customer Service Order

Account Executive: Kelley Dario
Phone: (330) 696-3091 ext:
Cell Phone: (330) 696-3091
Fax: (866) 631-3081
Email: kelley.dario@twcable.com

Business Name	ERIE COUNTY TECHNICAL SCHOOL	Customer Type:
Federal Tax ID	Tax Exempt Status	Tax Exempt Certificate #
*****0947		
Billing Address	Account Number	
8500 Oliver Rd Erie PA 16509		
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Paul Fritz	(814) 464-8660	pfritz@ects.org
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Aldo Jackson	(814) 464-8660	ajackson@ects.org
Technical Contact	Technical Contact Phone	Technical Contact Email Address
Jeffery Smith	(814) 464-8658	jsmith@ects.org

Dedicated Internet, Metro Ethernet, and Private Line Service Order Information For

Site Name	Address Location	Location Type	Bandwidth	Customer Requested Due Date
Erie County Technical School	8500 Oliver Rd Erie, PA 16509	Host	20M	5/1/2012

Monthly Recurring Charge At 8500 Oliver Rd , Erie PA 16509

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
3 YEAR CONTRACT	1	\$0.00	\$0.00	36 Months
DEDICATED INTERNET CIRCUIT	1	\$845.00	\$845.00	36 Months
*Total			\$845.00	

*Prices do not include taxes and fees.

One Time Charge At 8500 Oliver Rd , Erie PA 16509

Description	Quantity	Sales Price	Total
Installation Charge - DIA	1	\$50.00	\$50.00
Total			\$50.00

*Prices do not include taxes and fees.

Special Terms

The services, products, prices and terms identified on this Service Order constitute Time Warner Cable's offer to provide such services on such terms. Until Customer has accepted this offer by signing as appropriate below, Time Warner Cable reserves the right to rescind this offer at any time, at its sole discretion.

The Agreement shall be renewable for successive terms unless at least thirty (30) days prior to the expiration of the then-current term, either party notifies the other party of such party's intent not to renew this Agreement. Agreement term and corresponding monthly billing will commence on actual service installation date. Agreement locks in rate for the Time Warner Cable Business Class services for term of contract. Cable television and Work-at-home services are subject to annual price change.

Billing to begin May 1, 2012
E-rate Billing to begin July 1, 2012

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Time Warner Cable

Printed Name and Title

Date Signed

Authorized Signature for Customer

Printed Name and Title

Date Signed



Service Agreement

This Time Warner Cable Business Class Service Agreement ("**Service Agreement**") in addition to the Time Warner Cable Business Class Terms and Conditions ("**Terms and Conditions**") and any Time Warner Cable Business Class Service Orders (each, a "**Service Order**"), constitute the **Master Agreement** by and between customer identified below ("**Customer**") and Time Warner Cable ("**TWC**" or "**Operator**") and is effective as of the date last signed below.

Time Warner Cable Information

Street:	Contact:
City:	Telephone: ext:
State:	Facsimile:
Zip Code:	

Customer Information

Customer Name (Exact Legal Name):			Federal ID No:	
Billing Address:	Suite:	City:	State:	Zip Code:
Billing Contact Name:	Phone:		E-mail:	
Authorized Contact Name:	Phone:		E-mail:	

Agreement

THIS SERVICE AGREEMENT HEREBY INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS (AVAILABLE AT WWW.TWCBC.COM/LEGAL), A COPY OF WHICH WILL BE PROVIDED TO CUSTOMER UPON REQUEST. BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS, INCLUDING SECTION 21 THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Electronic Signature Disclosure

Authorized Signature for Time Warner Cable Inc.	Authorized Signature for Customer
By:	By:
Name (printed):	Name (printed):
Title:	Title:
Date:	Date:

Time Warner Cable Business Class

Ethernet and Dedicated Internet Access Service Level Agreement

This document outlines the Service Level Agreement (“SLA”) for the Ethernet and Dedicated Internet Access fiber based Services (each, a “Service”). All capitalized terms used but not defined herein shall have the meanings given to them in the Agreement.

I. SLA Targets:

Service	Availability	MTTR	Latency	Packet Loss	Jitter
DIA / Ethernet (Metro and Regional Services)	End to End: 99.97% (On-Net Circuit)	Restore: Priority 1 Outage within 4 hours	50ms (Round Trip)	<0.1%	N/A

II. Priority Classification:

TWC will classify Service Disruptions (as defined below) as follows:

Priority	Criteria
Priority 1	a. Total loss of Service (“Priority 1 Outage”) b. Service degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing.
Priority 2	Degraded Service where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	a. A service problem that does not impact the Service. b. A single non-circuit specific quality of Service inquiry.

* Customer must open a trouble ticket with TWC to report a Service Disruption and establish the beginning of such Service Disruption.

III. Network Availability

A “Service Disruption” is defined as a disruption or degradation that interferes with the ability of a TWC network hub to (i) transmit and receive network traffic on a Customer’s dedicated access port; and (ii) exchange network traffic with another TWC network hub. Service Disruptions include Priority 1 Outages. Service Disruptions exclude planned outages, routine maintenance, service problems resulting from acts or omissions of Customer, Customer equipment failures, and a Force Majeure Event.

“Network Availability” is calculated as the total number of minutes the circuit is up (other than a Priority 1 outage) in a calendar month for a specific Customer connection, divided by the total number of minutes in a calendar month.

Commitment:

TWC’s monthly Network Availability Target is 99.97%.

The following table contains examples of the percentage of Network Availability translated into minutes of up time and downtime for the 99.97% Network Availability target:

Percentage by Days Per Month	Total Minutes / Month	Minutes Up	Minutes Down
99.97% for 31 Days	44,640	44,626	14
99.97% for 30 Days	43,200	43,187	13
99.97% for 29 Days	41,760	41,747	13
99.97% for 28 Days	40,320	40,307	13

IV. Latency

Latency is the average roundtrip network delay, measured every 5 minutes, to adequately determine a consistent average monthly performance level for latency at the relevant TWC Hub/POP. The Roundtrip Delay is expressed in milliseconds (ms). The observation period is one calendar month. For DIA, TWC measures latency using a standard 64byte ping from Customer premise device to the TWC Internet access router in a round trip fashion. For Ethernet, TWC measures latency using a standard 64byte ping from Customer premise device between site A and site Z.

Latency is calculated as follows:

$$\text{Latency} = \frac{\text{Sum of Roundtrip Delay for relevant Hub-Hub connections}}{\text{Total \# of relevant Hub-Hub connections}}$$

V. Packet Loss

Packet Loss is defined as the average number of packets that are not successfully received. Packet Loss is the average ratio of total packets that are sent compared to those that are received. Ratios are based on packets that are transmitted from a network origination point and received at a network destination point (network edge to network edge).

Packet Loss is calculated as follows:

$$\text{Packet Loss (\%)} = 100 (\%) - \text{Packet Delivery (\%)}$$

VI. Mean Time To Restore (“MTTR”)

The Mean Time To Restore (“MTTR”) measurement for a Service is the cumulative length of time it takes to restore service for Priority 1 Outage for a specific connection in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for that connection.

MTTR per calendar month is calculated for as follows:

Cumulative length of response time to Priority 1 Outage(s) per connection

Total number of Priority 1 Outage trouble tickets per connection

VII. Network Maintenance

Maintenance Notice:

Customer understands that from time to time TWC will perform routine network maintenance for network improvements and preventive maintenance, and in some cases, TWC will have to perform urgent network maintenance, which will usually also be conducted within the routine maintenance windows. TWC will use reasonable efforts to provide advance notice of the approximate time, duration and reason for the routine maintenance and if commercially practicable, will provide notice of urgent maintenance. In no event shall any routine or urgent network maintenance be calculated against the foregoing outage measurements.

Maintenance Windows:

Routine maintenance is typically performed during the following maintenance windows:

Monday – Friday 12 a.m. – 6 a.m. Local Time

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You first. The technology follows.™



Business Class Customer Service Order

Account Executive: Kelley Dario
Phone: (330) 696-3091 ext:
Cell Phone: (330) 696-3091
Fax: (866) 631-3081
Email: kelley.dario@twcable.com

Customer Information: Customer Code 0000			
Customer Information: Customer Code 0000			
Business Name	ERIE COUNTY TECHNICAL SCHOOL		Customer Type:
Federal Tax ID	Tax Exempt Status	Tax Exempt Certificate #	
*****0947			
Billing Address	Account Number		
8500 Oliver Rd Erie PA 16509			
Billing Contact	Billing Contact Phone	Billing Contact Email Address	
Paul Fritz	(814) 464-8660	pfritz@ects.org	
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address	
Aldo Jackson	(814) 464-8660	ajackson@ects.org	
Technical Contact	Technical Contact Phone	Technical Contact Email Address	
Jeffery Smith	(814) 464-8658	jsmith@ects.org	
Business Class Phone Service Order Information 8500 Oliver Rd , Erie PA 16509			
Current LEC	LEC BTN	Customer Requested Due Date	Porting Required
One Comm		05/01/12	Yes
One Comm		05/01/12	Yes

Business Class Phone Line Information For 8500 Oliver Rd , Erie PA 16509															
Product Line & Type	Number & Caller ID Display	Porting	HG	Hunt Group Type	SEQ	VM	SVM#	GVM#	AA	BGF	Call ID Priv	OB Call Block	IB Call Block	E-911 Location	Directory Listing YPHV & Listing Details
Phone BCP Local BTN	(814) 864-1219 Erie Co Tech Sc	Port							No		No		Collect and Third Party (CTP)	BLDGM AIN N/A N/A	ERIE COUNTY TECHNICAL SCHOOL 8500 Oliver Rd Erie PA

Phone BCP Local BTN	(814) 866-8505 Erie Co Tech Sc	Port							No	No		Collect and Third Party (CTP)	BLDGSc hool N/A N/A	00000000000 0 ERIE COUNTY TECHNICAL SCHOOL 8500 Oliver Rd Erie PA
Product Line & Type: (BTN) Billing Telephone Number, (WTN) Working Telephone Number Features: (HG) Hunt Group, (SEQ) Hunt Group Sequence, (VM) Voice Mail, (SVM#) Shared Voice Mail, (GVM#) Group Voice Mail, (AA) Auto Attendant, (BGF) Business Group Feature Package Outbound: (900) 900 Numbers, (INT) International, (900INT) 900 and International, (ACB) All Charges Blocked: 411, 900.976.INTL, OS/DA, (OBR) Outbound Restricted: Allows only 611 and 911 Inbound: (COL) Collect, (TP) Third Party, (CTP) Collect and Third Party, (IBR) Inbound Restricted Dir Listing: (YPHV) Yellow Page Heading Verbiage														

PRI Trunk Service Order Information For 8500 Oliver Rd Erie PA 16509

Current LEC	Current IXC	LEC BTN(S)	Customer Requested Due Date	E-911 Location 1	E-911 Location 2	E-911 Location 3
One Comm			5/1/2012			

Internet and Video Order Information For 8500 Oliver Rd Erie PA 16509

Service Type	Customer Requested Due Date
High Speed Internet (HSD)	05/01/12

Monthly Recurring Charge At 8500 Oliver Rd , Erie PA 16509

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Broadband HSD- 10M x 1.0M - 3Yr	1	\$119.99	\$119.99	36 Months
Non Profit Discount - Internet	1	(\$12.00)	-\$12.00	36 Months
BCP Local Service	2	\$24.95	\$49.90	36 Months
Group Voicemail - Main	1	\$5.00	\$5.00	36 Months
Business Class PRI	1	\$460.00	\$460.00	36 Months
DID Block 20 Numbers	7	\$0.00	\$0.00	36 Months
PRI Promo	1	(\$61.00)	-\$61.00	36 Months
*Total			\$561.89	
*Prices do not include taxes and fees.				

One Time Charge At 8500 Oliver Rd , Erie PA 16509

Description	Quantity	Sales Price	Total
Installation Charge - TWCBC HSD Service	1	\$125.00	\$125.00
Installation Charge - BCP	1	\$105.00	\$105.00
Installation Charge - PRI	1	\$125.00	\$125.00
Total			\$355.00
*Prices do not include taxes and fees.			

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Contract # 01025334

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Time Warner Cable

Printed Name and Title

Date Signed

Authorized Signature for Customer

Printed Name and Title

Date Signed



Service Agreement

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Time Warner Cable Information

Street:	Contact:
City:	Telephone: ext:
State:	Facsimile:
Zip Code:	

Customer Information

Customer Name (Exact Legal Name):			Federal ID No:	
Billing Address:	Suite:	City:	State:	Zip Code:
Billing Contact Name:	Phone:		E-mail:	
Authorized Contact Name:	Phone:		E-mail:	

Agreement

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By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Electronic Signature Disclosure

Authorized Signature for Time Warner Cable Inc.	Authorized Signature for Customer
By:	By:
Name (printed):	Name (printed):
Title:	Title:
Date:	Date:



Business Class Phone & PRI Service Notice and Acknowledgement Regarding E911

Customer understands and acknowledges that the Time Warner Cable Business Class Phone & Business Class PRI voice-enabled customer premise equipment is electrically powered and, in the event of a power outage or Time Warner Cable network failure, Enhanced 9-1-1 ("E911") services may not be available.

The Time Warner Cable Business Class Services Agreement prohibits moving your Time Warner Cable voice-enabled customer premise equipment to a new service address. Customer understands and acknowledges that if this equipment is moved to another location, E911 services may not operate properly and emergency operators may be unable to accurately identify the caller's address in an emergency. The E911 location specified on the Time Warner Cable Business Class Service Order will be provided to emergency operators for emergency calls made from the telephone numbers associated with this Service Order. To move your service to another location, you must call Time Warner Cable.

Customer agrees to specifically advise every end user of the Time Warner Cable Business Class Phone or PRI service, prominently and using the language provided above, of the circumstances under which E911 service may not be available through Time Warner Cable Business Class Phone or PRI service and to distribute Safety Stickers, to be supplied by Time Warner Cable, to all end users of the Time Warner Cable Business Class Phone or PRI service and instruct each end user to place a Safety Sticker on or near any telephone or other equipment used in conjunction with the service.

Customer must ensure that all alarm, security, medical and/or other monitoring systems and services are tested to validate proper operation after Business Class Phone or PRI service is installed.

By signing my name below, I acknowledge that I have received and understand this Notice and Acknowledgement and agree to the obligations described above.

X

(Authorized Customer Signature)

(Date Signed)



**Business Class Phone
Letter of Agency**

Company Name:

Billing Address:

By checking the following items, I designate Time Warner Cable to be the service provider for the telephone number(s) listed on the attached Service Order

☐ I choose Time Warner Cable to provide local telephone service for the telephone number(s) listed on the attached Service Order.

☐ I choose Time Warner Cable to provide local toll telephone service for the telephone number(s) listed on the attached Service Order.

☐ I choose Time Warner Cable to provide long distance telephone service for the telephone number(s) listed on the attached Service Order.

☐ I choose Time Warner Cable to provide international telephone service for the telephone number(s) listed on the attached Service Order.

I am least 18 years of age and I am authorized to designate the provider for the services and telephone number(s) identified above. I understand that I may choose only one provider for each telephone service and number identified herein. By signing my name below, I acknowledge that I have read and understand these statements and authorize Time Warner Cable to act as my agent for these provider designations.

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

(Authorized Customer Signature)

(Date Signed)

(Printed Name)

(Title)

Customer consents to Time Warner Cable's access to and use of information regarding the Customer's local, long distance and international communications services, customer service reports, and credit and billing history, with respect to the billing telephone number(s) and all the associated working telephone numbers listed below and on the attached additional pages, if any for the purpose of calculating pricing plans and proposals. This document does not constitute authorization for Time Warner Cable to provide service to the customer. Customer appoints Time Warner Cable to act as its agent to the extent necessary to acquire the information described herein from the entities indicated below:

☒ **Local Exchange Carrier** ☒ **Inter-LATA Toll Carriers** ☒ **Intra-LATA Toll Carriers**

Customer Information

Account Name	Account Number	Federal Tax ID
ERIE COUNTY TECHNICAL SCHOOL		*****0947
Authorized Contact	Pin/Code	Existing Account Number
Aldo Jackson		

Billing Address
8500 Oliver Rd Erie PA 16509

Account Executive	Office Phone	Cell Phone	Fax
Kelley Dario	(330) 696-3091 ext-	(330) 696-3091	(866) 631-3081

Telephone Number Information

Telephone Number	Telephone Line Type	Current LEC	Current IXC	
(814) 864-1219	BTN	One Comm		8500 Oliver Rd , Erie PA 16509
(814) 866-8505	BTN	One Comm		8500 Oliver Rd , Erie PA 16509

THIS AUTHORIZATION SHALL REMAIN IN EFFECT UNTIL MODIFIED OR REVOKED IN WRITING

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and condition outlined in this document.

(Authorized Customer Signature)

(Date Signed)

(Printed Name)

(Title)



You first. The technology follows.™

Intrastate Tax Authorization Form

Customer name:

In order to determine how to treat the Ethernet Solutions services we provide to you for taxation and fee assessment purposes, we ask that you please check one of the boxes below as appropriate.

The traffic carried by Time Warner Cable in its provision of Ethernet Solutions services to customer _____ is at least 10% interstate in nature and, therefore, may be classified under FCC rules as jurisdictionally interstate.

The traffic carried by Time Warner Cable in its provision of Ethernet Solutions services to customer _____ is intrastate in nature and does not contain traffic that is at least 10% interstate.

Customer signature: _____

Customer consents to Time Warner Cable's access to and use of information regarding the Customer's local, long distance and international communications services, customer service reports, and credit and billing history, with respect to the billing telephone number(s) and all the associated working telephone numbers listed below and on the attached additional pages, if any for the purpose of calculating pricing plans and proposals. This document does not constitute authorization for Time Warner Cable to provide service to the customer. Customer appoints Time Warner Cable to act as its agent to the extent necessary to acquire the information described herein from the entities indicated below:

☒ **Local Exchange Carrier** ☒ **Inter-LATA Toll Carriers** ☒ **Intra-LATA Toll Carriers**

Customer Information

Account Name	Account Number	Federal Tax ID
ERIE COUNTY TECHNICAL SCHOOL		*****0947
Authorized Contact	Pin/Code	Existing Account Number
Aldo Jackson		

Billing Address
8500 Oliver Rd Erie PA 16509

Account Executive	Office Phone	Cell Phone	Fax
Kelley Dario	(330) 696-3091	(330) 696-3091	(866) 631-3081

Telephone Number Information

Billing Telephone Number(s)	Telephone Number or Range Information	Current LEC	Current IXC	Service Address
	need to keep existing DID Block (100): 464-(8600-8699)	One Comm		8500 Oliver Rd , Erie PA 16509

THIS AUTHORIZATION SHALL REMAIN IN EFFECT UNTIL MODIFIED OR REVOKED IN WRITING

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and condition outlined in this document.

(Authorized Customer Signature)

(Date Signed)

(Printed Name)

(Title)

Time Warner Cable Business Class

PRI Service Level Agreement

This document outlines the Service Level Agreement (“SLA”) for the PRI voice service (“Service”). All capitalized terms used but not defined herein shall have the meanings given to them in the Agreement.

Service Availability

Service availability is defined as the total number of minutes in a billing month during which the applicable PRIs within TWC’s network are available to complete voice calls, divided by the total number of minutes in such billing month (“Service Availability”).

TWC’s monthly Service Availability target is 99.97% (“Service Availability Target”).

Service Outage

An “Outage” is the complete loss of Service Availability involving one or more PRIs that results in the inability to complete voice calls for more than one (1) hour during a single incident resulting from any circumstance other than: (i) a planned outage, (ii) routine maintenance, (iii) an act or omission of Customer, (iv) applications, equipment or facilities provided by Customer or its contractors or end-users, (v) a Force Majeure event, or (vi) outages or failures outside of TWC’s network (e.g., third party provider network outages, power failures, etc.).

An Outage period commences after the Customer opens a trouble ticket based on an Outage, TWC acknowledges receipt of such trouble ticket, and TWC validates that the Service is affected by an Outage. An Outage period ends when the affected Service has been restored. If TWC is unable to gain access to Customer’s premises to troubleshoot, repair or replace equipment, circuits or connections, such period of delay shall not be considered when calculating the Outage period.

Outage Credits

Subject to Customer’s full and timely compliance with this SLA, in the event Customer experiences an Outage in any monthly billing period in excess of one (1) hour, Customer may request a credit for such Outage (“SLA Credit”). The SLA Credit shall be calculated as a fraction of the monthly recurring Service Charge for the affected PRI as follows:

- 1/30 for Outages lasting between 1 hour and 24 hours
- 1/10 for Outages lasting greater than 24 hours

In all cases, however, usage charges and applicable taxes will apply and will not be credited. In no event may the SLA Credit in any monthly billing period exceed the monthly recurring Service Charge for the affected PRI.

Network Maintenance

Maintenance Notice:

Customer understands that from time to time TWC will perform routine network maintenance for network improvements and preventive maintenance, and in some cases, TWC will have to perform urgent network maintenance, which will usually also be conducted within the routine maintenance windows. TWC will use reasonable efforts to provide advance notice of the approximate time, duration and reason for the routine maintenance and if commercially practicable, will provide notice of urgent maintenance. In no event shall any routine or urgent network maintenance be calculated against the foregoing outage measurements.

Maintenance Windows:

Routine maintenance is typically performed during the following maintenance windows:

Monday - Friday 12 a.m. – 6 a.m. Local Time

SLA Remedies

To receive SLA Credits, Customer must: (i) notify TWC of the Outage using the TWC trouble ticketing system and (ii) within ten (10) days of (i) herein, provide a written SLA Credit request (that includes the trouble ticket number) to Customer's TWC billing contact.

Notwithstanding anything to the contrary in this SLA or the Agreement, the SLA Credits shall constitute Customer's sole and exclusive remedy with respect to any Outages, Service interruption, Service loss, or Service deficiency of any kind. In no event shall TWC's failure to achieve or maintain any Service Availability Target be deemed a breach the Agreement.