

# Is someone offering you “Cbeyond-like” service?



*Then they aren't giving you a T1 to the Internet. **Period!**  
And they aren't giving you a Service Level Guarantee like ours.*

Cbeyond is so confident about our uptime, we give every customer a service guarantee. If our T1 is down, you don't pay.  
*(See complete terms on reverse.)* We think our guarantee is the best in the industry and we hope you'll ... go compare.

# Cbeyond® BeyondVoice Service Level Guarantee

*We'll credit you for a full day for any hour of service that is interrupted\**

## Network Availability Guarantee

1. Cbeyond's IP Network is guaranteed for 100% availability. The Cbeyond IP Network is defined to include the IAD (integrated access device), local access loop, aggregation router, connectivity to the core network, and core network components up to the handoff to either the Internet peering point (for Internet packets) or the handoff to local, long distance or other voice services provider for phone service traffic.
2. A network outage (or service interruption) occurs when there is total loss of service for more than 60 consecutive minutes per occurrence. Loss of service means that Cbeyond is not able to transmit IP packets on behalf of the customer, such that the customer is completely unable to communicate with or access any other Internet Service Providers via the IP transmission protocol or completely unable to communicate with or access any other telecommunications providers via the PSTN (Public Switched Telephone Network), as a result of the failure of Cbeyond's facilities, equipment, or personnel used to provide the service.
3. The Cbeyond Network Availability Guarantee does not include customer premise equipment, customer's Local Area Network, customer phone equipment including cables, PBX and associated cards, routine maintenance events, customer caused outages or disruptions, interconnections to or from and connectivity within other Local Exchange Carriers (LEC) networks (for example, calls to certain numbers or area codes), subsequent voice carriers' networks, interconnections to or from and connectivity within other Internet Service Provider (ISP) networks, degraded or slow service, and force majeure events (as defined in the Terms and Conditions of the Service Agreement). The Network Availability Guarantee does not apply to activities associated with service activation.
4. If the Network Availability Guarantee is not met in a calendar month, the customer is eligible for a full day's credit (a credit of 1/30th of the BeyondVoice Communications Package monthly recurring charge (MRC), additional services not included) for each full hour that the Guarantee is not met.\*
5. In order to be eligible for a credit, customer must notify Cbeyond upon failure to access Cbeyond's services and/or equipment. See below for Credit Limits and Reporting Procedures.
3. All requests for credit can be submitted via Cbeyond Online at [www.cbeyondonline.net](http://www.cbeyondonline.net) or sent via email to [customer@cbeyond.net](mailto:customer@cbeyond.net). Credit requests should be submitted to Cbeyond within 7 days of the end of the month in which the outage occurred.
4. Credits are exclusive of any applicable taxes charged to the customer or collected by Cbeyond.
5. Credits related to an outage under the Network Availability Guarantee are limited to 5 days worth of credit per outage occurrence in a 24-hour period. In any calendar month, customer's credits under the Network Availability Guarantee may not exceed 30 days of BeyondVoice Package service charges. Customer's exclusive remedy for any damages arising out of or related to the BeyondVoice Package Services shall be a credit of the Package charges paid by the customer in the month during which the damages arose.
6. All Service Level Guarantee credit requests are subject to review and verification by Cbeyond.
7. Customer must be current with payments to Cbeyond in order to receive a Service Level Guarantee credit.
8. Credits will appear within two (2) billing cycles after credit approval.

## Credit Limits and Reporting Procedures\*

1. Customer must notify Cbeyond Technical Support ([tech.support@cbeyond.net](mailto:tech.support@cbeyond.net) or 1-866-424-5100) immediately if they are experiencing an outage or service interruption. Cbeyond Technical support will investigate the reported outage and assign a trouble ticket number. Ticket number and ticket status information can be viewed on Cbeyond Online ([www.cbeyondonline.net](http://www.cbeyondonline.net)).
2. For purposes of measuring the duration of an outage, it begins when customer notifies Technical Support and ends when Cbeyond Technical Support confirms that service has been re-established.

## Service Activation Guarantee

1. Cbeyond guarantees that customer's service will be activated within 40 business days from date of contract signature. Service activation is defined to be the date that the service is made available to a customer.
2. This guarantee does not apply in the following situations: delay in customer-provided telco/local loop facilities or connections, delays due to faulty or incomplete customer equipment and/or facilities, customer negligence or omissions, customer-requested delay, customer failure to respond to communications from Cbeyond, failure of customer to meet contract approval policies, any special circumstances communicated to the customer at time of sale, or other circumstances beyond Cbeyond's control, including Force Majeure.
3. Should the Service Activation Guarantee not be met, the customer may request, in writing, a credit that refunds 100% of any BeyondVoice Installation fee paid by the customer.
4. Credit Requests for the Service Activation Guarantee should be submitted via Cbeyond Online at [www.cbeyondonline.net](http://www.cbeyondonline.net) or sent via email to [customer@cbeyond.net](mailto:customer@cbeyond.net). Credit requests should be submitted within 30 days of customer's first bill date.

These Service Level Guarantees are an addendum to the Service Agreement Terms and Conditions. Cbeyond reserves the right to change or modify the program rules and regulations or discontinue this limited guarantee program at any time without notice.

