

SERVICE DESCRIPTION FOR EQUANT FAULT MANAGEMENT

1. DEFINITIONS

All capitalized terms used and not otherwise defined herein will have the meanings ascribed to them in elsewhere in the Agreement.

“**Case**” means the documentation initially created by Equant when a Fault is reported, as well as the set of actions taken or to be taken by Equant to remedy a Fault. Cases are opened reactively when Customer reports a Fault, or proactively when Equant’s internal monitoring systems detect a Fault and issue an alarm.

“**Case Owner**” means the Equant GCSC agent who answers Customer’s initial or escalation telephone call, or who responds to Customer’s e-mail message reporting a Fault or requesting an escalation of a previously reported Fault. The Case Owner will be responsible for coordinating the Equant personnel necessary to resolve the Case.

“**Chronic Fault**” means 3 or more Faults occurring on the same Equant Network Service, within the same 30-day period, at the same Location and for the same circuit ID.

“**Chronic Fault Case Management**” means the process that Equant uses to proactively identify specific Locations that report Chronic Faults, investigate those Chronic Faults, perform a root cause analysis and establish an action plan to prevent the Chronic Faults from recurring.

“**Fault**” means a failure or malfunction within Customer’s network. Faults do not include Equant Network unavailability during Scheduled Maintenance (as defined in the SLA for the supported Network Service).

“**Fix Agent**” means the operational group within Equant that is responsible for restoring the supported Network Service in the event of a Fault.

“**Guaranteed Time To Repair**” or “**GTTR**” means the elapsed hours and minutes from the time a Case is opened until the time that the supported Network Service is restored to proper operational condition, excluding periods when the necessary Customer or TO personnel are not available or Equant personnel are not provided with access to the affected Location. Equant provides GTTR as a Service Level to its customers purchasing Extended Fault Management Service with IP VPN (excluding Silver Lite and Gold Lite) or LAN Access Services.

“**Troubleshooting**” means the analysis and diagnosis of Faults, as well as providing the necessary instructions to the appropriate Fix Agent to implement repair.

“**Severity Level**” means the amount of impact a Fault has on the operation of Customer’s network, as determined by Equant.

“**WebVision**” means Equant’s proprietary web-based customer portal that allows Customer to monitor and control certain Equant services.

2. FAULT MANAGEMENT OVERVIEW

2.1. Scope of Service. Equant’s Fault Management Service provides end-to-end fault management, including online support facilities, Case tracking, Case reporting and access to Equant’s Global Customer Service Center on a 24 hours a day, seven days a week basis. Equant offers 2 levels of Fault Management: *Standard and Extended*. Both levels of the Service are more fully described below. Equant will provide either Standard or Extended Fault Management Service, as identified in the relevant Order, for the following supported Network Services:

- ATM
- Frame Relay
- IP VPN
- LAN Access

2.2. Service Conditions and Exclusions. Equant will provide Fault Management Service subject to the following conditions and exclusions:

- Fault Management will be provided only for those portions of Customer’s network that are provided as part of the Equant Network Services listed in Clause 2.1 above, excluding any portion of Customer’s network that terminates through a network to network interface (NNI) gateway.
- Different levels of Fault Management Service (Standard and Extended) cannot be provided at different Locations within the same Customer network.

2.3. Service Availability, Acceptance Testing and Deployment. Equant Fault Management Service is activated after the supported Network Service is implemented at the first Location. The Locations will be supported by the Equant Fault Management Service until all of the supported Network Services have been disconnected from the Equant Network. There are no Acceptance Tests for Equant Fault Management Service other than the Acceptance Tests for the supported Network Service.

3. DESCRIPTION OF STANDARD FAULT MANAGEMENT

3.1. Case Severity. All Faults are assigned a Severity Level, which is used to prioritize and establish Service restoration timeframes. Cases are assigned one of the following 4 Severity Levels:

- Severity Level 1: Outage of Service
- Severity Level 2: Degradation of Service
- Severity Level 3: Service Affected Intermittently
- Severity Level 5*: Service Not Affected / Chronic Case Fault Management

*Note: There is no Severity Level 4.

Customer may access information on opened and closed Cases through WebVision, including problem diagnoses, action plans, statuses, updates, referral plans, reasons for outages and closing note agreements.

3.2 Case Management.

3.2.1 Opening a Case. Customer may open a Case by calling Equant’s Global Customer Service Center or using WebVision (as described in Clause 3.2.3 below) to report the Fault online.

3.2.2 Information and Documentation for Active Cases. Customer will have online access to information on active Cases through WebVision. If Customer has configured WebVision to provide e-mail alerts, the contact(s) designated by Customer will be automatically notified on the progress of any Case via e-mail, which will enable Customer to track the progress of the Case in real time.

3.2.3 WebVision. WebVision is a web-based service management application that allows Equant customers to monitor the functioning and performance of various Equant services. Using WebVision, Customer may open a Case for any Customer network component listed in the online inventory, monitor the status that Case, receive e-mail alerts for certain Case events and generate reports on Case statistics. Customer will be provided with a WebVision user login name and password when the Fault Management Service is activated. WebVision is more fully described in the Service Description for Equant WebVision Service attached to this Agreement.

3.3 Once a Case is opened and Equant determines that on-site

technical support is necessary, a field engineer will be dispatched to the affected Location. Equant targets a 4-hour average for dispatch and arrival on-site by its field engineers, although the actual time it takes to arrive on-site will depend on several factors, including the proximity of the affected Location to an Equant service center, the time of day in which the Fault occurred and was reported to Equant, the type of Fault and the assigned Severity Level.

3.4 Upon arrival at the Location, the field engineer will use commercially reasonable efforts to restore the supported Network Service to proper operational condition as soon as practicable. Equant typically targets an average restore time of 4-hours for a Severity Level 1 Fault, although the actual time required to restore the Network Service will depend on several factors, including the field engineer's ability to access the Location and affected CPE, the type of Fault, the assigned Severity Level and availability of necessary Customer or third party personnel, such as TO personnel.

3.5 **Chronic Fault Case Management.** The Chronic Fault Case Management feature of the Fault Management Service automatically tracks and monitors recurring Faults at specific Customer Locations that report persistent operational issues. Chronic Case Fault Management can reduce repetitive Faults by examining recurring trends and identifying those Faults that qualify as Chronic Faults. Equant will track and resolve only those Chronic Faults that occur with the supported Network Service.

On the 15th day of each month, a report containing the Fault and Case data for the previous month is produced and reviewed by Equant for Chronic Fault criteria. If Equant identifies a Chronic Fault, then Equant will open a Case for the Chronic Fault and notify Customer by an e-mail message generated by WebVision that a Case has been opened. The e-mail message will include a Case number for Customer's reference. The Chronic Fault Case Management of a particular Case is complete when all identified problems are resolved and Customer agrees to the closure of the Case.

3.6 **Fault Management Service Levels.** There are no Service Levels associated with Standard Fault Management Service other than the Service Levels for the supported Network Service.

3.7 **Escalation.** Customer may request that a Case be escalated at any time if there are concerns regarding the quality of the Fault Management Service provided, the method in which an open Case is progressing or the impact to Customer's business operations. Customer's escalation point of contact is the Case Owner. Customer may also use the Case tracking and e-mail reporting feature within WebVision to request an escalation.

3.7.1 **Internal Escalation Procedure.** Equant has established detailed escalation processes. These processes are designed to advise internal Equant personnel and Customer personnel that normal restoration processes are not able to resolve a Fault within the stated restoration timeframe. The escalation process is based not only on the amount of time that has elapsed since the Case was opened, but also the assigned Severity Level. Equant uses the following escalation guidelines:

Escalation Level	Title of Responsible Equant Contact	Severity Level 1	Severity Level 2	Severity Level 3	Severity Level 5
1	Supervisor/Duty Manager	2 hours	3 hours	5 hours	3 days
2	Group Manager	3 hours	5 hours	10 hours	5 days
3	Head of Group	4 hours	7 hours	15 hours	7 days
4	Head of Regional GCSC	5 hours	9 hours	20 hours	10 days
5	Head of GCSC	6 hours	11 hours	1 day	13 days
6	Senior Vice President	7 hours	13 hours	2 days	16 days
7	Head of CC&IS	10 hours	18 hours	5 days	30 days

3.7.2 **Case Documentation.** Information pertaining to the escalation activity will be noted in the Case documentation, including:

- Result of escalation request (responded or no response) (reported by Case Owner)
- Escalation level (reported by Case Owner)
- Name of escalation contact (reported by Case Owner)
- Action required to be performed (reported by Fix Agent management)

An escalation may be stopped or impeded if the nominated Customer contact is not available to complete testing or to provide access to Equant personnel at the Location where a Fault is occurring in order to make the repair, or when an estimated time of repair has been stipulated outside of the normal escalation timeframe. However, if this estimated time to repair is not met, then escalation to the next appropriate level will take place.

3.8 **Fault Management Service Upgrade.** Customer may upgrade from Standard Fault Management Service to Extended Fault Management Service at any time during the Service Term of the supported Network Service. An upgrade to Extended Fault Management Service will apply to all of Customer's Locations on the same Customer network, as individual Location upgrades are not offered. The Charges for the Extended Fault Management Service and the lead time for the upgrade will be confirmed to Customer on Order Forms.

4. DESCRIPTION OF EXTENDED FAULT MANAGEMENT

4.1 **Extended Service Management Requirement.** Extended Fault Management Service is available to those Equant customers that have also purchased Equant Extended Service Management Service.

4.2 **Scope of Service.** In addition to the features detailed in Clause 3 above for Standard Fault Management Service, Extended Fault Management Service offers automated, proactive outage detection and ticket creation for Severity Level 1 Faults lasting at least 14 minutes from alarm detection on the affected Network Service element, as well as enhanced Case query and reporting features. Equant also offers a GTTR Service Level with Extended Fault Management Service. The GTTR Service Level is offered with IP VPN (excluding Silver Lite and Gold Lite) or LAN Access Services only, and is described in more detail in the SLAs for those Network Services.

4.3 **Escalation Guidelines.** Equant uses the following escalation guidelines for Locations with GTTR Service Levels:

Escalation Level	Title	Severity Level 1 with GTTR of 5 hours (300 Minutes)
1	Supervisor/Duty Manager	0.5 hour (30 minutes)
2	Group Manager	1 hour (60 minutes)
3	Head of Group	1.5 hours (90 minutes)
4	Head of Regional GCSC	2 hours (120 minutes)



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Escalation Level	Title	Severity Level 1 with GTTR of 5 hours (300 Minutes)
5	Head of GCSC	2.5 hours (150 minutes)
6	Senior Vice President	3.5 hours (210 minutes)
7	Head of CC&IS	6 hours (360 minutes)

4.4 Extended Technical Support Group. Customers selecting Extended Fault Management Service also will have access to an Extended Technical Support Group within Equant's Global Customer Service Center that will retain complete ownership of a Case until it is resolved. This Extended Technical Support Group will have knowledge of Customer's specific network requirements and will call the Customer contact to confirm the status of the Case, and periodically thereafter to provide updates according to the following general guidelines:

Severity Level	Initial Case Confirmation Within	Update Frequency
1	30 minutes	Every hour
2	60 minutes	Every 2 hours
3	4 hours	Every 12 hours
5	8 hours (except for Chronic Fault Case Management)	On a case by case basis

Customer's escalation entry point will be the Extended Technical Support Group Manager.

4.5 Post Mortem Reporting. A "post mortem" report will be provided to Extended Fault Management customers upon request if the GTTR Service Level is not met. This report will also include an action plan to prevent the Fault from recurring. A post mortem report can be provided for any Fault that satisfies the following criteria:

- The Fault was assigned a Severity Level 1,
- The actual time to repair the Fault was more than 6 hours,
- Customer requested the post mortem report by calling the Extended Technical Support Group within 24 hours of the Case being closed.

5. CHARGES

Standard Fault Management Service is offered to all Equant customers purchasing the Network Services identified in Clause 2.1 above at no additional charge. There is a one-time set-up Charge for Extended Fault Management Service, as well as a monthly recurring Charge that applies to each Location receiving the supported Network Service.

END OF SERVICE DESCRIPTION FOR FAULT MANAGEMENT