

(NC)

CN000801165
Case Number

Ohio Public Utilities Commission

Public Utilities Commission of Ohio
Attn: Docketing
180 E. Broad St.
Columbus, OH 43215

FILE

Formal Complaint Form

17-0031-TP-CSS

Car Parts Warehouse
Customer Name (Please Print)

5200 W 130th St
Customer Address
BROOK PARK, OH 44142
City State Zip
1343388
Account Number

Against

AireSpring, INC
Utility Company Name

Customer Service Address (if different from above)
City State Zip

Please describe your complaint. (Attach additional sheets if necessary)

Car Parts Warehouse (Customer) has experienced a tremendous number of outages, all documented over the past 17 months. These issues are considered chronic at this point; the immense and consistent amount of downtime has caused an economic deficit for Car Parts Warehouse.

The amount of downtime suffered by Car Parts Warehouse accumulated over the past 17 months is staggering. The impact of the downtime suffered as a result of network outages, has lowered employee productivity, lowered customer loyalty due to inability to service customers and most of all, revenue lost, and customers lost.

Carrie Moore
Signature

(216) 245-9550 ext 3003
Customer Telephone Number

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Technician DMK Date Processed JAN 04 2017

Airespring's overall commitment was to provide a quality service in return for our commitment to pay for that service over a period of 36 months. Airespring has not abided by the terms of the agreement to provide a quality service that would be available 99.90% of the time. This has not been the case. Please see below for the pledge of commitment and the Network availability promise from Airespring.

Overall Commitment- Airespring

AireSpring will use reasonable efforts under the circumstances to maintain its overall network quality. AireSpring is committed to providing reliable, high-quality Services on its MPLS networks. As one indicator of AireSpring's Service commitment, AireSpring provides SLAs covering these Services.

This has not happened- the service has not been reliable.

Network Availability

"Network Downtime" or "Network Outage" which exists when a particular MPLS Port is unable to transmit and receive data due to an AireSpring Network outage for more than forty four (44) consecutive minutes measures the availability of the Service ("Network Availability"). Network Downtime is measured from the time a trouble ticket is opened by AireSpring in the AireSpring NOC Trouble Ticketing System to the time the Affected Service is again able to transmit and receive data.

The AireSpring MPLS Network shall be available to Customer free of Network Outages for 99.90 % of the time. If the Network availability guarantee is not met in a calendar month, Customer will receive a credit equal to one thirtieth (1/30th) of the affected Service's monthly recurring port charge ("MRC") for each full hour of outage in excess of the 99.90% guaranteed under this SLA, at a maximum of 1 such credit accrued per day. Two or more interruptions of forty four (44) consecutive minutes or more during any one 24-hour period shall be considered as one interruption. In order to qualify for the credit, Customer is responsible for reporting any suspected network availability problems to AireSpring within twenty-four hours from the time Customer became aware of the problem through the opening of a Trouble Ticket in AireSpring's NOC Trouble Ticketing System.

We (Car Part Warehouse) have never missed any payments to AireSpring even though our services have been substandard. We would like for the Commission to terminate the remainder of our contract with AireSpring with no termination penalties from AireSpring.