



## **1-VOIP ENHANCED SERVICES SERVICE LEVEL AGREEMENT**

1-VoIP Enhanced Services, LLC ("1-VoIP") and Customer hereby agree to the terms and conditions of this Service Level Agreement (SLA).

### **1. Definitions.**

- 1.1. "Maintenance Window" - means the time period between 12:00a.m. and 4:00a.m. CST each day.
- 1.2. "Monthly Recurring Charge" or "MRC" - means the fixed monthly amount paid by Customer to 1-VOIP per account or number of lines. For the avoidance of doubt, Monthly Recurring Charges do not include any usage-based charges including, but not limited to, those associated with international dialing, 411, Operator Assisted Dialing, DIDs, Porting Charges or other usage-based dialing services provided by any incumbent competitive local exchange carrier (CLEC).
- 1.3. "No Fault Outage" means any service outage resulting in whole or in part from any one or more of the following events: (i) Maintenance Windows and Planned Outages; (ii) any failure or malfunction of a Customer's or its Users' applications, equipment, facilities, cabling, switching, local area network (LAN), analog phone or analog phone adaptor (ATA) or any other equipment or any service(s) not provided by 1-VOIP; (iii) any outage resulting from the act, omission or fault on the part of Customer or any User, customer, any third party contractor or vendor, or any other party other than Company; (iv) any event or occurrence that results in "No Trouble Found" resolution to Trouble Tickets; (v) any event or outage lasting under 60 seconds in duration; (vi) Trouble Tickets associated with new installations; (vii) interruptions where the Customer or its User(s) elects not to release the service for testing and repair and continues to use it on an impaired basis; (viii) interruptions during any period when 1-VOIP or its agents are not allowed access to the affected access lines; (ix) master Trouble Tickets opened by 1-VOIP or by a qualified third party on behalf of 1-VOIP such as those in the case of a fiber cut; or (x) any force majeure event beyond the reasonable control of 1-VOIP including, but not limited to, acts of God, natural disasters, cable cuts, government acts and regulation and national emergency.
- 1.4. "Planned Outages" - means any time period during which the Service will not be available as determined by 1-VOIP with notice to Customer via email or other communication at least three (3) days prior to the commencement of the outage.
- 1.5. "Service Outage" - means an unscheduled period of time during which a User is unable to use the primary or failover Service as a result of an error with 1-VOIP's primary and failover network facilities equipment, but excluding any and all time attributable to No Fault Outages. An End User without Service shall not be deemed to have suffered a Service Outage if, at the time of any such outage, End User's equipment is not either configured for or capable of using the failover Services.
- 1.6. "Termination for Cause" – means that an End User shall have the right, but not the duty, to terminate its Service with 1-VoIP without consequence in the event of a Service Outage that is: (i) four continuous hours or more; and (ii) solely attributable to an act, or failure to act, by 1-VoIP (i.e., not the failure of any third party).
- 1.7. "Service Outage Time" - means the period of time beginning when 1-VOIP opens a Trouble Ticket (i.e., when the Customer's Voice Service is completely inoperable) for a Service Outage and continuing until the Service is restored and an internally created electronic notification is generated which includes 1-VOIP's time stamp indicating when the Service was restored. This time stamp will then be entered into the Trouble Ticket. Service Outage Time is measured solely by time stamps created by 1-VOIP and is rendered invalid if Customer or any affected User is either unavailable or non-cooperative.
- 1.8. "Service Availability" - means the percentage of time in a given month that a User's Voice Service was available based on the following calculation: (i) the total number of minutes in a given calendar month, minus (ii) the total number of minutes of validated Service Outage Time.
- 1.9. "Voice Service" means that portion of the 1-VOIP Service involving the transmittal of voice over IP.

## **2. Support Obligations & Procedures.**

- 2.1. **Support.** 1-VOIP agrees to provide the levels of support defined herein in accordance with the terms and conditions of the Agreement and this SLA. 1-VOIP shall have no obligations hereunder to any party other than Customer and its Users.
- 2.2. **Escalation.** In order to provide an orderly and defined means of resolving errors covered by this SLA, the parties agree to participate in an "*escalation*" process whereby an incident is intended to be identified, isolated and resolved through a series of well-defined procedures through which an increasingly knowledgeable staff member of the contacted party, whether technical or not, is involved in resolving the reported incident. Under no circumstances shall 1-VOIP be obligated to perform any escalation procedures, and 1-VOIP shall have no obligations hereunder, with respect to any issues resulting in whole or in part from (i) the use of a prior version of the Services; or (ii) user cabling, switching, analog phones and other equipment and/or services provided by any party other than 1-VOIP.
- 2.3. **Trouble Tickets.** The opening of a Trouble Ticket is the method by which the parties shall commence escalation procedures. A Trouble Ticket will not be considered opened with 1-VOIP until Customer provides 1-VOIP notification thereof to an email address or telephone number specified by 1-VOIP from time-to-time in a format acceptable to 1-VOIP, whether verbal or written. Upon receipt of all such information, 1-VOIP will generate a time stamp for the applicable Trouble Ticket at which point the Trouble Ticket will be deemed open for all purposes herein.

## **3. Service Availability.**

- 3.1. **Service Availability for Voice Services.** 1-VOIP strives for and shall use its commercially reasonable efforts to maintain Service Availability for Voice Service at 100% per month. The calculation of Service Availability for each Voice Service shall be calculated and measured independently.

## **4. Service Credits.**

- 4.1. **Service Credits for Voice Service.** 1-VOIP will use commercially reasonable efforts to avoid anticipated service interruptions and to minimize any Voice Service disruptions caused by 1-VOIP. In the event a Voice Service interruption that is caused by 1-VOIP 's equipment and/or facilities makes voice calling unusable for more than fifteen (15) minutes in any single incident during a calendar day, Customer will be eligible for a credit on its bill equal to 1/30th of the applicable portion of the monthly bill (a "Daily Voice Service Credit"). Customer is limited to a maximum of one (1) Daily Voice Service Credit per calendar day. Further, in the event a Voice Service interruptions caused by 1-VOIP 's network facilities equipment makes voice calling unusable for more than four (4) hours cumulative time per calendar month, Customer will be eligible for an additional credit on its bill equal to one (1) week of the applicable portion of the monthly bill. Customer is limited to a maximum of one (1) Weekly Voice Service Credit per calendar month. The forgoing applies only to those Customers with a 1-VoIP service agreement with an initial term of not less than twelve (12) months.
- 4.2. **Service Credit Process.** All credits are subject to prior verification by 1-VOIP that a credit is properly due. In order to receive a Service Credit, Customer must: (i) open a Severity 3 Trouble Ticket within thirty (30) minutes of the first occurrence of an applicable event giving rise to the credit; and (ii) submit a written request for a credit to 1-VOIP within fifteen (15) business days of opening of the Trouble Ticket. Written requests shall be sent to an email address specified by 1-VOIP from time-to-time with "Request for Credits" in the subject line with the trouble ticket number.
- 4.3. **Additional Service Credit Limitations and Caps.**
  - 4.3.1. The Service Credit is based on monthly billing calculations, depending on the specific Service Credit. For any billing month period in which 1-VOIP fails to meet any of the Service Level Commitments in this SLA, the applicable Service Credit will be applied to the next month's Monthly Recurring Charges, as applicable. All decisions made by 1-VOIP concerning this SLA or associated Service Credits will be final and binding.
  - 4.3.2. In no event will the aggregate value of service credits awarded to Customer for all Service Level Commitments in this SLA, including cumulative and simultaneous credits applied for Voice Service and Non-Voice Service credits during any calendar year, exceed an amount equal to one month's Monthly Recurring Charges (based on the average Monthly Recurring Charges paid per month during the applicable calendar year through and including the last full calendar month prior to the date that the credit is calculated).