

## TELNET WORLDWIDE, INC. SERVICE LEVEL AGREEMENT

This Service Level Agreement (SLA) for TelNet Worldwide, Inc. (TelNet) Services is made and entered into as a supplement to the Agreement as agreed upon in the Terms and Conditions (T&Cs) including any related Exhibits, Attachments, Schedules, other applicable Addenda, all of which are fully incorporated by reference within this Exhibit between TelNet and \_\_\_\_\_ (Customer), entered into on \_\_\_\_\_.

### I. Overview

This SLA describes TelNet's target network performance and service level metrics for the Services identified in Customer's Service Agreement Form(s) (SA). Where TelNet fails to meet a given standard of performance as defined below (Performance Standard), Customer shall be eligible for a corresponding credit, also defined below (Service Credit), subject to the qualifications contained herein. By executing a SA, Customer agrees to the terms of this SLA, and that this SLA constitutes the entire agreement between TelNet and Customer as to the Service Performance and/or SLA credits available, except and unless as may additionally be provided in writing and executed by both Parties. All Service Outages, service impacting and non-impacting situations, and potential Service Level credits, will be handled according to the guidelines and priorities as defined and set forth in this SLA, and which may be subject to change from time to time with written notice to Customer. In the event of a material change to the SLAs, Customer may notify the Provider in writing of any concern with such a change and both Parties agree to negotiate in good faith to resolve any Customer concerns.

### II. Definitions

- a. **Affected Service** – a TelNet Service experiencing a Service Outage or a Service Degradation for which a Trouble Ticket has been opened by the Customer.
- b. **Combined Service** – two or more Services purchased by Customer that are billed as a single product and therefore are not independently invoiced.
- c. **Contract Year** – a calendar year beginning on the Service Activation date.
- d. **Customer Premise Equipment (CPE)** – equipment purchased by the Customer and used to support the Services on the Customer's network.
- e. **Data Services** – Services purchased from TelNet for traditional voice and data communications and data center colocation, including Services described as dedicated internet (DIA), point-to-point (PTP), private line, multi-protocol label switching (MPLS), Ethernet, Cloud PBX, SIP Trunking, TDM PRI, IP-PRI, FXS, Direct Routing, Digital Fax, Colocation, POTS and SD-WAN.
- f. **Monthly Recurring Charges (MRCs)** – the charges billed by TelNet to the Customer each month for provided Service, exclusive of usage fees, taxes, and other non-recurring charges.
- g. **Service Outage** – an unscheduled period during which the Services are interrupted and not usable.
- h. **Customer Specific Service Outage Time** – the length of the Service Outage,

beginning when the Customer first opens an appropriate Trouble Ticket and ending when the Service is fully functional; Service Outage credits will NOT be issued unless and until an appropriate Trouble Ticket is opened by the Customer.

- i. Network Service Outage Time – the actual length of the Service Outage, beginning from first outage and ending when the Service is fully functional; Service Outage credits will NOT be issued unless and until an appropriate Trouble Ticket is opened by the Customer.
- j. Service Degradation – an unscheduled period during which the Services are available but do not perform as defined herein, in the Support Structure or in the Terms and Conditions, including, but not limited to, circuit bouncing, call quality issues, or latency.
- k. Service Degradation Time – the length of the Service Degradation, beginning when the Customer first opens an appropriate Trouble Ticket and ending when the Service is fully functional; Service Degradation credits will NOT be issued unless and until an appropriate Trouble Ticket is opened by the Customer.
- l. Trouble Ticket – a record of a Service Outage or Service Degradation and its subsequent resolution, as recorded by TelNet; Trouble Tickets are initiated by Customer calling 24/7 Customer Care at (800) 508-1254, emailing support@telnetww.com, or live chatting via www.telnetww.com.
- m. Trouble Ticket Number – the unique TelNet number assigned to a Trouble Ticket.
- n. TelNet Circuit ID – the unique combination of numbers and/or letters assigned to data circuits provided by TelNet.
- o. TelNet Point of Demarcation (the TelNet Demarc) – the physical location in the Customer's network at which TelNet no longer maintains access to and control over the Service as provided by TelNet. TelNet will issue NO credits for Service Outages or Service Degradation caused by issues beyond the TelNet Demarc. The TelNet Point of Demarcation will vary depending on the Service(s) and CPE purchased or used by Customer – please review the Support Structure for specific details as to the TelNet Demarc for the Services you have purchased.
- p. Latency – the average time for internet protocol (IP) packets to travel over the underlying carrier's network, presented in milliseconds and calculated as an average for a given calendar month.
- q. Mean Time to Respond – the length of time between Customer opening a Trouble Ticket and Customer receiving a call or email from a TelNet employee; this time is calculated as an average of all response times for Customer's Trouble Tickets in the preceding calendar month.
- r. Mean Time to Repair – the length of time between Customer opening a Trouble Ticket and TelNet resolving the Service Outage or Service Degradation; this time is calculated as an average of all repair times for the Customer's Trouble Tickets in the preceding calendar month.
- s. Non-Recurring Charges (NRCs) – charges which occur on a one-time basis as ordered under the Agreement.
- t. Packet Loss – the total packet loss associated with data delivery for a given month.
- u. Performance Standard – a level of support and regular maintenance provided with the subscribed Customers service.
- v. Priority 1 – a Trouble Ticket level indicating an all services down situation.
- w. Priority 2 – a Trouble Ticket level indicating a less severe Service Degradation than those listed as Priority 1, but a major component of the core service is affected.
- x. Priority 3 – the lowest level Trouble Ticket; Priority 3 Trouble Tickets include minimal degradation to service such as intermittent poor call quality, dropped packets, or latency.

- y. Account Changes - a change request not associated with Trouble Tickets, to adjust the services delivered. These would include Voice and Data route changes or adding and removing services.
- z. Service Availability – the amount of time during a calendar month that the Service will be usable and unimpaired.
- aa. Service Credit – the amount of credit issued by TelNet in response to Customer’s identified Service Outage according to common measurement standards; where TelNet fails to achieve a Performance Standard, Customer will be eligible for a corresponding Service Credit.

### III. Qualifications

In order to be eligible for a Service Credit as defined herein, Customer must first open a Trouble Ticket to report the Service Outage or Service Degradation. Customer must then email support@telnetww.com within thirty (30) days of Trouble Ticket closing to request a Service Credit. The email should read “Request to Billing” in the subject line, a short explanation of the credit due, and the corresponding Trouble Ticket Number.

- a. Past-due Accounts – if Customer has a past-due balance on the account, review of any credit requests will be delayed until the past-due amount is resolved.

### IV. Performance Standards

The following Performance Standards apply to Voice and Data Services:

- a. Mean Time to Respond – The Mean Time to Respond for Trouble Ticket(s) is four (4) hours.
- b. Mean Time to Repair – TelNet guarantees a Mean Time to Repair of four (4) hours for Priority 1 Trouble Tickets.
- c. Service Availability – TelNet guarantees an aggregate Service Availability of ninety-nine point nine nine percent (99.99%).
- d. The following Performance Standards apply only to Data Services:
  - i. Latency – TelNet guarantees that Latency will not exceed fifty-five (55) milliseconds.<sup>1</sup>
  - ii. Packet Loss – TelNet guarantees that the Packet Loss ratio will be no greater than one-half percent (0.5%).

### V. SLA Credits

Credits under this SLA are based on monthly billing intervals for Monthly Recurring Charges (MRCs) and apply to the Services for which the credit is issued. In no event will the cumulative total of Service Credits exceed 50% MRCs for the month impacted.

- a. The available credits are as follows:
  - i. Mean Time to Respond
    - 1. If TelNet’s Mean Time To Respond is more than four (4) hours on average, the available credit is fifteen percent (15%) of the MRCs for the Affected Service.
  - ii. Mean Time to Repair – The Service Credit available varies according to the average time taken to resolve the Service Outage; credits apply only to Priority 1 Trouble Tickets:

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<sup>1</sup> Burstable Services are not covered by this Latency guarantee.

1. If the time to repair is between four (4) and six (6) hours, the available credit is fifteen percent (15%) of the MRCs for the Affected Service.
  2. If the time to repair is between six (6) and eight (8) hours, the available credit is thirty percent (30%) of the MRCs for the Affected Service.
  3. If the time to repair is greater than eight (8) hours, the available credit is fifty (50%) of the MRCs for the Affected Service.
- iii. Service Availability – The Service Credit available for failure to reach the Service Availability Performance Standard is one (1) day of credit for every hour or fraction thereof of downtime for the outage event in excess of the Service Availability Performance Standard. This credit is equal to one-thirtieth (1/30th) of the MRCs for the Affected Service.
  - iv. Latency – If TelNet fails to reach the Latency Performance Standard, the available credit is one (1) day of credit, which is equal to one-thirtieth (1/30th) of the MRCs for the Affected Service.
  - v. Packet Loss – If TelNet fails to reach the Packet Loss Performance Standard, the available credit is one (1) day of credit, which is equal to one-thirtieth (1/30th) of the MRCs for the Affected Service.
- b. Maximums: In no event will Credits be issued where such Credits would exceed thirty percent (30%) of the Customer's MRCs for all Services for the Contract Year.

## VI. Chronic Service Conditions

Service is considered to have a Chronic Condition if it experiences three (3) or more related Service Outages or Degradations within a consecutive thirty (30) day period. Service Outages/Degradations must be reported as defined and described above. When either party identifies what they believe to be a Chronic Condition, they shall notify the other party.

- a. Upon notification from Customer, TelNet shall immediately perform a detailed audit of the Service's trouble history to determine if the Service Outages/Degradations are related to a common cause.
- b. In the event the Service Outages/Degradations are related and isolated to TelNet owned network or equipment, TelNet shall provide to Customer a formal corrective course of action to the common cause.
- c. TelNet shall have thirty (30) days from the date of Chronic determination to cure a Chronic Condition. If a Chronic Condition for the same related reason reoccurs to the affected Service within a sixty (60) day period since clearing a Chronic Condition, Customer shall have the option to provide notice of termination within 30 days for such affected services without early termination penalty.

## VII. Exclusions

Service Outages or Service Degradations do NOT include outages or degradations resulting from one or more of the following causes:

- a. Any act or omission on the part of the Customer, any third party contractor or vendor.
- b. The Customer's applications, equipment or facilities are identified to be the root cause of impairment.
- c. TelNet or Customer's scheduled maintenance.
- d. Any event or occurrence that results in "No Trouble Found" resolution to Trouble Tickets.
- e. Any event or outage lasting less than 60 seconds in duration except in the event of significant and repetitive Customer reports of such outages at which time the

- Parties may agree to treat such outages as a Chronic Service Condition.
- f. Force majeure events beyond the reasonable control of TelNet including, but not limited to, acts of God, natural disasters, cable cuts, government acts and regulation and national emergency.
  - g. Trouble Tickets associated with new installations; new installations are limited to sixty (60) days from initial day and time of commencement of installation process.
  - h. Interruptions associated with act or omission on the part of the Customer or a third party not affiliated with or a vendor of TelNet for this service, including, but not limited to, any Local Exchange Carrier (LEC), or an interruption where the Customer elects not to release the service for testing and repair and continues to use it on an impaired basis.
  - i. Interruptions during any period when TelNet or its agents are not allowed access to Customer premises where affected access lines are terminated (only if TelNet has made the request of Customer and such request has been denied).
  - j. Master Trouble tickets opened by TelNet or by a qualified third party on behalf of TelNet such as those in the case of a fiber cut.
  - k. Interruptions associated with a failure of equipment or software not provided by TelNet, including, but not limited to, any local access provider, or an interruption where the Customer elects not to authorize access to the equipment for testing.
  - l. Any failure or issue associated with Customer's underlying network connection.
  - m. Time directly attributed to Customer's delay in responding to TelNet's requests for assistance to repair reported trouble.

#### **VIII. Conflicting or Controlling Terms**

In the event of any conflict, ambiguity, or inconsistency between the terms and conditions and this Service Level Performance Agreement (SLA), then as it relates to Service Performance and the provisions set forth in this SLA, the terms of this SLA shall control. This SLA may be subject to change from time to time with written notice to Customer. In the event Customer is notified of a change and Customer has concerns related to any such change, Customer may notify TelNet in writing of their specific concern with any such change and both parties agree to negotiate in good faith to resolve any Customer concerns. In the event the Parties cannot agree to a resolution related to any such change, the Parties agree to the process set forth in the Terms and Conditions.