

UniVoIP Service Level Agreement (SLA)

SUPPORT AND SERVICE

UniVoIP is committed to provide high quality level of service and support for our customers. UniVoIP goal is to have its Services available to Customers twenty-four hours a day seven days a week. UniVoIP's target for annual Availability of our services is 99.999% excluding Scheduled and Unscheduled Maintenance. UniVoIP reserves the right to schedule maintenance and upgrades to the network seven (7) days a week from 12 a.m. PST/PDT to 4 a.m. PST/PDT in the local time zone of the area being worked on, without prior notice to Customer, or upon reasonable advance notice outside these time frames for Upgrades/Maintenance (planned or emergency) or implementation of a Customer order that requires a Services interruption.

1. **Credit for Core Service Outage:** Credit will be issued based on the table below. Customer must complete a Credit Request form for outages related to the Core Voice services provided by UniVoIP (see Service Level Exemptions below). In order to receive the foregoing credit, the Customer must notify UniVoIP by completing a Credit Request Form of its claim for a credit within thirty (30) days of the Outage for which a credit is claimed.
 - 0 minutes to 2 hours No credit
 - 2 hours to 4 hours 3% credit of monthly bill
 - 4 hours to 6 hours 6% credit of monthly bill
 - 6 hours to 8 hours 10% credit of monthly bill
 - Additional 4 hour increments 3% per increment, not to exceed monthly billing total

1. **Service Call Procedure:** The Customer shall contact UniVoIP Customer Care Centre ("CCC") to report all service The telephone number for contacting the CCC is (310) 356 - 4811 or (877) 660 - 6677. The Customer must have the following information: During the Service Call, UniVoIP will open a ticket indicating the exact time the Service Call was received, the name of the person placing the call, and the details of the Service Call. A reference number (ticket) will be supplied to the

Customer during the call. If a reference number cannot be supplied during the call, one will be supplied as soon as practical.

- i. Customer name and the site affected
- ii. A call back number
- iii. A description of the problems encountered

2. **Service Level Exemptions:** Degradation in the performance of the Services and unavailable time shall not be included for the purposes of determining whether the Services meet the Minimum Service level, or for calculating measured unavailable time if such degradation or unavailable time arises from: (i) Scheduled Maintenance or other service interruptions agreed to by the Customer for the purpose of allowing UniVoIP to upgrade, change, implement an order, maintain, or repair the Service; (ii) directly or indirectly as the result of the acts or omissions of the Customer, any person for whom the Customer is legally responsible, or any person using the Services; (iii) failure of CPE equipment, or Customer's internal networking infrastructure, or systems not provided, or under the control or direction of UniVoIP including equipment or systems UniVoIP may obtain or contract for at the request of the Customer, or the failure of local carrier's infrastructure i.e. Broadband Services, Point-to-Point T1/DS1, MPLS, E-Line, or any other form of transport on which UniVoIP Services are delivered (and, in the event of a degradation in the Services below the Minimum Service level or an Outage occurring as the result of such circumstances UniVoIP will co-ordinate with the provider to remedy such failure as quickly as possible); (iv) any failure by the Customer to afford access to any location for which the Customer is responsible, or to any facilities required by UniVoIP for the purpose of investigating and correcting a degradation in the Services or an Outage; and (v) any event contemplated in this Agreement.
3. **Scheduled and Unscheduled Maintenance:** Scheduled Maintenance means any maintenance activities performed by UniVoIP on the network or switching equipment to which the Customer is connected, provided that Customer shall be given at least 48 hours advance notice of such maintenance activities. Such activities are typically performed outside of Customer's business operating hours and during the standard maintenance window between 00:01 a.m. PST/PDT and 4:00 a.m. PST/PDT. Notice of scheduled maintenance shall be given to Customer's designated Change Management ("CM") Single Point of Contact ("SPOC") by a method elected by UniVoIP (telephone, e-mail, fax or pager). The Customer may

change its CM SPOC upon reasonable advance written notice to UniVoIP.

Unscheduled maintenance means any maintenance activities performed on the UniVoIP network to which Customer's facilities are connected as a result of a Threat or an Emergency. A Threat is defined as a situation or condition that would not normally cause an outage to a customer but introduces a very low risk to services or may lead to a brief service interruption. Examples include optical cable splicing, contractor working near fiber cables and digging within ten feet of fiber cable. In the case of a Threat UniVoIP will strive to provide customers with three business days' advance notice. In the event of an Emergency (defined as unplanned critical repairs, acts of vandalism and/or nature that has caused or could cause a degradation or interruption of service) UniVoIP will make best efforts to provide customers with short-term notice and an estimated time to repair.

4. **Exceptions:** Customer shall not receive any credits under this Agreement with any failure or deficiency caused by or associated with circumstances beyond UniVoIP's reasonable control, including, without limitation, acts of any government body, war, insurrection, sabotage, armed conflict, terrorism, embargo, fire, flood, earthquake, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or other services provided by third party services, virus attacks, or hackers, or power used for this Agreement.
5. **Application of Credits:** Credits shall be applied in respect of the next billing period and shall be based on the monthly rates in effect at that Calculation of all credits shall be based on the call log and other records maintained by UniVoIP. In no event shall any credit be awarded in excess of the monthly rates for the affected Service in effect at the time the credit is applied. If credits remain payable following the termination of Agreement, the Customer shall be entitled to receive a rebate equal to the amount of such credits.