



## UC CLOUD VOICE SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) shall be governed by and subject to Allstream’s Master Service Agreement (“MSA”), and the applicable Service Schedule as posted on [www.allstream.com](http://www.allstream.com), as well as the applicable Service Order between the Customer and Allstream Business Inc. and/or Allstream Business US, LLC (“**Allstream**”). Capitalized terms not defined in this SLA will have the meaning ascribed to them in the MSA and/or Service Schedule and/or Service Order. Allstream and Customer may be referred to as a “Party”, and collectively as the “Parties.”

This SLA contains information relating to the provisioning of communications services (“**Services**”) as purchased by Customer from time to time by way of an Allstream approved Service Order.

### 1.0 AVAILABILITY

1.1 The dedicated instance of the Service will be available 99.999% of each calendar month. Method of Calculation of Availability is as follows:

$$\frac{\text{(Total Minutes in Calendar Month)} - \text{(Total Minutes of Service Outage)}}{\text{Total Minutes in Calendar Month}}$$

“Total Minutes in Calendar Month” is determined by  
Example:  $30 \text{ days} \times 24 \text{ Hours} \times 60 \text{ Minutes} = 43200 \text{ minutes} = 100\% \text{ Availability}$

“Total Minutes of Service Outage” means the total of all minutes of Service Outage (defined below) for a specific Service in a calendar month calculated under paragraph (ii) below.

### 2.0 SERVICE OUTAGES

- 2.1 For the purposes of these Additional Terms and Conditions solely, and subject to the requirements and limitations set forth in this Section 4.3, a Service Outage is defined as (i) a total loss of the Service within the Allstream Data Center; (ii) the inability of more than fifty percent (50%) of user seats/stations (IP phones) at one location to register with the call server to place and receive calls.
- 2.2 A Service Outage shall not include, or be the result of, Service interruption (a) caused by the negligence of Customer or others in the use of Service, (b) due to the failure of power, equipment, systems or connections and/or services not provided by Allstream, (c) Failure of any equipment or services outside of the Allstream UC Cloud Voice Data Center environment whether provided by Allstream or not, (d) during any period when the Customer has released the affected Service for rearrangement purposes or for the implementation of a Customer Service Agreement, (e) which continue because of Customer’s failure to authorize replacement of any element of the Service, (f) due to planned maintenance, (g) Service interruptions outside of identified customer business hours, (h) due to Force Majeure events, (i) resulting in no trouble found or when the fault of the trouble is undetermined, or (j) Customer reports the Service as impaired but declines to release it for testing and/or repair, or (k) due to a failure of the network access connecting the Service location to Allstream data center.
- 2.3 A Service Outage commences upon Customer reporting a Service Outage by opening a valid trouble ticket and releasing the affected Service for testing and repair. The controlling record, for the purpose of determining the duration of the Service Outage and calculating credits, shall be the date and time stamp on the trouble reporting ticket as generated by Allstream’s trouble reporting system. A Service Outage period ends when the Service is operating in accordance with the applicable service level agreement.

- 2.4 In the event Customer reports a Service Outage but declines to release the affected Service for testing and repair, the Service is not a Service Outage.
- 2.5 In the event an Allstream technician is dispatched for a reported event, impairment or other Service disruption and it is subsequently determined that such Service disruption does not constitute a Service Outage, Customer may be subject to Allstream's then current maintenance charges.

### 3.0 **SERVICE CREDITS**

- 3.1 In the event of a Service Outage, Allstream shall credit Customer's MRC solely for that Service experiencing the Service Outage at the Service location as follows, subject to the requirements and limitations set forth in this Section.

Total Availability in Calendar Month		
From	To	Credit Amount
100%	99.999%	0%
<99.999%	99.992%	5%
<99.992%	97.0%	10%
<97.0%	93.0%	20%
<93%	0%	50%

- 3.2 Customer must request any credit in writing to an Allstream customer care representative, making reference to the trouble ticket, within thirty (30) days of the Service Outage. For calculating credit allowances, every month is considered to have thirty (30) days.
- 3.3 The credits outlined above shall not be compounding. For any particular Service Outage, Customer may not be eligible for more than one (1) credit with respect to any Service Outage. Customer's total service credit(s) in any one (1) month will not exceed one (1) month's MRC for the affected Service and do not apply to MRCs of other Services. If Customer fails to notify Allstream in the manner set forth herein within thirty (30) days after the Service Outage with respect to the applicable service credits, Customer will have waived its right to such service credits for that month. To be eligible for service credits, the Customer must be in good standing with Allstream and current in all of its obligations.
- 3.4 EXCEPT AS PROVIDED IN SECTION 5, CUSTOMER'S RIGHT TO CREDITS AS PROVIDED IN THESE ADDITIONAL TERMS AND CONDITIONS SHALL BE CUSTOMER'S SOLE REMEDY WITH REGARD TO SERVICE OUTAGES.

### 4.0 **Emergency Event Maintenance Request Response**

In the event of one or more of the following: (a) complete failure of the system, including the inability to complete any internal or external calls, (b) failure of a critical component affecting fifty percent (50%) or more of the seats/IP phones, an attendant console, or the voice mail system, or (c) failure of a component resulting in an emergency or critical situation as agreed upon by the Parties (aforementioned each an "Emergency Event"), Customer must promptly contact Allstream and open a trouble ticket to report the Emergency Event and request Emergency Event Maintenance.

When an Emergency Event Maintenance request is received, Allstream's Response (defined below) time will be within two (2) hours from the time of the Emergency Event Maintenance request for requests submitted between the hours of 8:00 A.M. and 5:00 P.M. (local time), Monday through Friday ("Normal Business Hours"), and within four (4) hours for Emergency Event Maintenance requests submitted outside of Normal Business Hours, including U.S. federal holidays. "Response" is defined as and includes the following: (x) verbal communication between Customer and an Allstream representative consisting of discussing, triaging and/or providing temporary solutions; (y) remote access by Allstream to the Customer's systems; or (z) the dispatch of an Allstream field service engineer. In the event of an Emergency Event Maintenance Response, Customer agrees to provide all access to its facilities and systems as is reasonably required for Allstream to perform Maintenance.

#### 4.1 **Emergency Response and Spare Parts Credits.**

Allstream offers two \$1000 Customer Guarantees.

1. Emergency Response. If Allstream does not meet the defined "Response" Allstream will Credit Customer \$1000 to their account.
2. Emergency Spare Parts Replacement Inventory. If Allstream does not have the available CPD or Software in stock to provide emergency replacement within 24 hours, Allstream will credit customer \$1000 to their account.

#### 4.2 Non-Emergency Event Maintenance Request

A Non-Emergency Event Maintenance request is any Customer request for Maintenance that does not constitute an Emergency Event. Upon receipt of a Non-Emergency Event Maintenance request during Normal Business Hours, Allstream's Response time will be within twenty-four (24) hours of the time the trouble ticket was created.

#### 4.3 Exclusions

Notwithstanding anything set forth to the contrary herein, Maintenance does not include: a) work on any equipment at a location not listed in the Service Order; b) changes to, additions of, or removal of items, features, or attachments which require an Allstream representative onsite; c) repair or replacement of lost or stolen parts or materials; d) repair or replacement of items damaged through accident, negligence, abuse, misuse, disconnection or connection with incompatible equipment; e) equipment malfunction caused by the failure of electrical power or air conditioning; f) equipment malfunction arising from a Force Majeure event; g) troubleshooting and/or resolving any issues involving Customer's use of the VOIP application over the public internet; or i) repairs necessitated due to Customer's programming or system/application errors or Customer-provided equipment.

4.4 Customer must request any credit in writing to a Allstream customer care representative, making reference to the trouble ticket, within thirty (30) days of the Maintenance Request.

4.5 The credits outlined above shall not be compounding. For any particular Maintenance Request, Customer may not be eligible for more than one (1) credit with respect to any Maintenance Request. If Customer fails to notify Allstream in the manner set forth herein within thirty (30) days after the Maintenance Request with respect to the applicable service credits, Customer will have waived its right to such response credits for that month. To be eligible for response credits, the Customer must be in good standing with Allstream and current in all of its obligations.

### 5. **SOLE REMEDY**

CUSTOMER'S RIGHT TO CREDITS AS PROVIDED IN THIS SLA SHALL BE CUSTOMER'S SOLE REMEDY WITH REGARD TO THE UC CLOUD VOICE SERVICES AND ANY SERVICE OUTAGE, INTERRUPTION OR DEFICIENCIES WHATSOEVER REGARDING THEM. The Credits shall not be compounding. Customer's total Credits in any one (1) month shall not exceed one (1) month's MRC for the affected Service for that month and do not apply to MRC of other Services. If a Customer fails to notify Allstream in the manner set forth in this Exhibit with respect to any Credits, Customer shall have waived its right to such Credits for that month. To be eligible for Credits, the Customer must be in good standing with Allstream and current in all of its obligations.