



## SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") sets forth the provisions and commitments relating to service quality between VOXNET, LLC. ("VOXNET"), and Customer. This SLA is hereby added as a schedule to the Service Agreement ("Agreement") between Customer and VOXNET.

**1. General Standard.** VOXNET will use reasonable efforts under the circumstances to maintain its overall network quality. The quality of service provided hereunder shall be consistent with other common carrier industry standards, government regulations and sound business practices.

**2. Interruptions in Service.** Subject to the provisions of Section 6 hereof, interruptions in service will be credited to Customer as set forth below for the part of the service that the interruption affects. In the event that Customer subscribes to data services from VOXNET, VOXNET may offer additional service level standards with respect to such services. In such event, a service schedule shall be added to this SLA. The provisions of this SLA shall apply to the interpretation of the service schedule.

**3. Credit for Interruptions.** An interruption period begins when Customer reports a service, facility, or circuit to be interrupted through the opening of a trouble ticket and makes it available for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If Customer reports a service, facility, or circuit to be inoperative but declines to make it available for testing and repair, it is considered to be impaired, but not interrupted.

**a)** For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly recurring charges for the affected service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. No credit will be given on the usage sensitive portion of the service and no credit shall apply for interruptions with respect to the advantage service products.

**b)** A credit allowance will be given for interruptions of 30 minutes or more, upon written request of the Customer no later than ten (10) business days after the occurrence of the outage to either Customer's VOXNET Account Manager (if applicable) or to the VOXNET Customer support center in Plymouth Meeting, PA. Credit allowances will be calculated as follows:

**c)** if the interruption continues for less than 24 hours:

**i)** 1/30th of the monthly recurring charge if it is the first interruption in the same billing period.

**ii)** 2/30ths of the monthly recurring charge if there was a previous interruption of at least 24 hours in the same billing period.

**d)** If the interruption continues for more than 24 hours, 1/30 of the monthly recurring charge for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions.

**e)** Two or more interruptions of thirty minutes or more during any one 24-hour period shall be considered as one interruption.

**4. Maximum Credit.** In no event may the credits provided for hereunder (either individually or on a cumulative basis) in any billing period exceed the total monthly recurring charges for that period for the service and facilities furnished by VOXNET. VOXNET shall issue only one credit for the same incident in the same month, regardless of how many of the parameters in Section 2 above were affected. The credits set forth in this SLA shall be VOXNET's sole liability and Customer's sole remedy in the event of any interruption and under no circumstances shall an interruption be deemed a breach of the Agreement.

- 5. "Interruption" Defined.** For the purpose of applying this provision, the word "interruption" (whether capitalized or not) shall mean a complete loss of service resulting in the inability to complete calls due to equipment malfunction or human errors for a continuous period of more than thirty (30) minutes. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy, latency or other network and/or switching capacity shortages. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Agreement, Customer is responsible for providing electric power. Additional parameters (such as network availability, latency, packet loss and jitter) for coverage under the SLA in the event that Customer is purchasing data services are set forth in Schedules A (as applicable) to this SLA.
- 6. Limitations on Credit Allowances.** No credit allowance will be made for:
- a) Interruptions arising from the acts or omissions of, or non-compliance with the provisions of the Agreement or any schedule thereto (including without limitation this SLA, the Service Product Specific Standard Terms and Conditions) by, Customer or any authorized user, or any interruptions due to any party other than VOXNET or for events happening on any other party' s network, including but not limited to Data service providers or other common carriers connected to, or providing service connected to, the service of VOXNET or to VOXNET's facilities;
  - b) Interruptions due to the failure or malfunction of non-VOXNET equipment, including service connected to Customer provided electric power;
  - c) Interruptions of service during any period in which VOXNET is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
  - d) Interruptions of service during any scheduled maintenance period or when Customer has released service to VOXNET for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
  - e) Interruptions of service due to force majeure events beyond the reasonable control of VOXNET.

#### **Schedule A to Service Level Agreement**

##### **Data Services Parameters**

**1. Scope.** This schedule to the Service Level Agreement (" SLA" ) between Customer and VOXNET provides Customers subscribing to the VOXNET Data Service with certain rights and remedies regarding the performance of the VOXNET Data Network. The " VOXNET Data Network" is defined as the VOXNET owned and operated or resold Data Protocol (IP) routing infrastructure consisting of Network to Network interfaces and selected VOXNET points of presence (" POPs" ) and the connections between them in the United States. The VOXNET Network does not include (i) Customer premise equipment; (ii) any local loop or access facilities connecting Customer' s premises to the VOXNET POP; (iii) connections between VOXNET' s network and other Data service providers, or (iv) other Data service provider networks. The terms of this schedule to the SLA will take effect the first full calendar month after Customer' s first use of the VOXNET Data Services.

## 2. SLA Parameters

### A. Network Availability Guarantee and Remedy

(i) The VOXNET Data Network shall be available to Customer free of Network Outages for 100% of the time. A "Network Outage" is an instance in which Customer is unable to transmit and receive IP packets due to a VOXNET Network outage for more than thirty (30) consecutive minutes.

(ii) Customer shall be eligible for a credit for Network Outages occurring during any calendar month that are reported by Customer to VOXNET (per the procedures set forth in the SLA) and confirmed by VOXNET's measurements of the VOXNET Network. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the base IP monthly recurring charges ("MRCs") for the affected service and is dependent upon the length of the Network Outage measured from the time that VOXNET receives notice from Customer of actual circuit unavailability (established by a Trouble Ticket) until restoration of the affected circuit by VOXNET. Only those facilities on the interrupted portion of the circuit will receive a credit.

### B. Latency Guarantee and Remedy

(i) The VOXNET Data Network Average Round-Trip Latency shall be fifty (50) milliseconds or less. "Average Round-Trip Latency," with respect to a given month, means the average time required for round-trip packet transfers between POPs on the VOXNET Network during such month, as measured by VOXNET.

(ii) If Average Round-Trip Latency on the VOXNET Data Network for a calendar month exceeds 50 milliseconds, then upon Customer's request (in accordance with the procedure set forth in the SLA), VOXNET will issue a credit to Customer equal to one day's worth of the base IP MRC paid by Customer for such month. In order to qualify for the credit, Customer is responsible for reporting any suspected latency problems to VOXNET within twenty-four hours from the time Customer became aware of the problem through the opening of a Trouble Ticket.

(iii) In addition, with respect to the World Reach Data services, VOXNET guarantees average (in a calendar month) roundtrip latency between the Extended Reach Domestic POP and the World Reach International POP as set forth below:

Description Average Roundtrip Latency (milliseconds)

Trans-Atlantic (London/Amsterdam – New York) ≤ 95 ms

Intra- United Kingdom ≤ 25 ms

European Network ≤ 45 ms

Pacific (Tokyo – Sacramento, CA) ≤ 150 ms

Sydney – US West (Sacramento, CA) ≤ 270 ms

Sydney – Asia (Tokyo) ≤ 200 ms

Asia – US West (Sacramento, CA) ≤ 210 ms

South America (Buenos Aires, Sao Paolo, Miami) ≤ 170 ms

Intra-Asia\*\* ≤ 140 ms

Intra-India (Tier 1 POPs) ≤ 70 ms

Intra-India (Tier 2 POPs) ≤ 150 ms

QA-P-3010-01-LF1k Page 4 of 6 Updated: December 2008

Hong-Kong – India (Tier 1 PoPs) ≤ 140 ms

London – India (Tier 1 PoPs) ≤ 190 ms

New York – South Africa ≤ 295 ms

London-South Africa ≤ 230 ms

Intra South Africa ≤ 80 ms

\*\*Intra-Asia means Hong Kong, Kuala Lumpur, Manila, Taipei, Tokyo, Seoul and Singapore, and excludes Australia.

### **C. Packet Delivery Guarantee and Remedy**

(i) The VOXNET Data Network Average Packet Delivery shall be 99.9% or greater. “Average Packet Delivery,” with respect to a given month, means the average percentage of IP packets transmitted on the VOXNET Network during such month that are successfully delivered, as measured by VOXNET.

(ii) If Average Packet Delivery falls below 99.9% during a calendar month, then upon Customer’ s request (in accordance with the procedure set forth in the SLA), VOXNET will issue a credit to Customer equal to one day’s worth of the base IP access fee paid by Customer for such month. In order to qualify for the credit, Customer is responsible for reporting any suspected packet delivery problems to VOXNET within twenty-four hours from the time Customer became aware of the problem through the opening of a Trouble Ticket.

### **D. Jitter Guarantee and Remedy (*Not applicable to World Reach and/or Extended Reach Data customers*)**

(i) The VOXNET Data Network Average Jitter Performance measurement shall be two (2) millisecond or less. “ Jitter Performance,” with respect to a given month, is the average delay variation in the end-to-end delay between received packets of an IP or packet stream on the VOXNET Network during such month, as measured by VOXNET.

(ii) If Average Jitter Performance on the VOXNET Data Network for a calendar month exceeds two (2) millisecond, then upon Customer’ s request (in accordance with the procedure set forth in the SLA), VOXNET will issue a credit to Customer equal to one day’s worth of the base IP MRC paid by Customer for such month. In order to qualify for the credit, Customer is responsible for reporting any suspected jitter problems to VOXNET within twenty-four hours from the time Customer became aware of the problem through the opening of a Trouble Ticket.