



SERVICE LEVEL AGREEMENT

This SERVICE LEVEL AGREEMENT (hereinafter referred to as the “SLA”) is applicable only to retail Customers under contract with TelCentris, Inc. for whom all premise voice and data network services are either installed, directed to be installed, or provided by TelCentris, Inc.

All terms used in this section and not otherwise defined shall have the meaning attributed to such terms in the Customer Agreement (the “Agreement”) between the Customer and TelCentris.

TelCentris, Inc. is committed to providing a reliable, high-quality telephony service. This SLA outlines the service level a Customer may expect from TelCentris for the contracted service.

DEFINITIONS

TelCentris Network

“TelCentris Network” means the infrastructure, facilities, and equipment owned, operated, leased or controlled by TelCentris, which TelCentris uses to provide telecommunication services and excludes CPE not sold or provided by TelCentris, inside wiring at the Customer’s premises, and any network infrastructure, facilities, or other components not owned, leased, operated, or controlled by TelCentris.

Network Interface Device

“Network Interface Device” (“NID”) is defined as the device that connects a Customer’s inside wiring to the telephone network.

Customer Circuit

“Customer Circuit” is defined as the physical wiring between TelCentris’ network equipment that is housed in a central office (“CO”) and the Customer’s NID.

TelCentris IP PoP

A “TelCentris IP Point of Presence” is defined as a location where TelCentris’ network equipment connects with the Public Internet and/or public switched telephone network (PSTN) equipment.

Service Available

“Service Available” is defined as the ability for a Customer to exchange Internet Protocol (“IP”) packets between the Customer’s NID and any IP address (of TelCentris’ choice) on the public Internet via the TelCentris Network.

Service Interruption

There is a “Service Interruption” to a specific Customer Circuit when IP packets cannot be exchanged between any Customer’s NID and any IP address on the public Internet via the TelCentris Network.

Service Outage

There is a "Service Outage" when the TelCentris Network is systemically unable to provide service to any and all customers that subscribe to the network as a result of a fault occurring in the service network.

A Service Outage excludes any failures to which any of the following have contributed in whole or in part:

- a) Scheduled maintenance or other planned outages on the TelCentris Network;
- b) Problems with, or maintenance on, Customer's applications or equipment (including, but not limited to, inside wiring, or changes to or reconfiguration of Customer's CPE not performed by TelCentris); or
- c) A Force Majeure Event, as defined in the Agreement

Time to Repair Service

"Time to Repair Service ("TTR")" is defined as the duration of a Service Outage. Time to Repair Service is calculated commencing with the date and time (as set forth on the trouble ticket) at which TelCentris or Customer initially reports the Service Outage on a trouble ticket containing all information necessary for TelCentris to respond to the trouble ticket and ending upon confirmation by TelCentris to Customer that the network is repaired and service is restored.

This calculation excludes any period that TelCentris waits for a response, availability (including restrictions to on-site availability or DMARC access), or action from Customer, and further excludes any period TelCentris spends monitoring the affected Customer Circuit after TelCentris has repaired service to the affected Customer Circuit or any period TelCentris spends monitoring an intermittent circuit while the Customer Circuit is up and running.

Monthly Service Availability

"Monthly Service Availability" is defined as the percentage of minutes in a calendar month a Customer Circuit did not experience a Service Outage in that month. Specifically, Monthly Service Availability is a percentage calculated as:

1- [(aggregate Time to Repair Service for all Service Outages experienced by Customer Circuit in a calendar month) / (total minutes in same month)]*100

Severe Problem

A Customer Circuit is experiencing a "Severe Problem" if the aggregate Time to Repair Service for all Service Outages for such Customer Circuit is in excess of twenty-four (24) hours in any calendar month.

Chronic Problem

A particular Customer Circuit is experiencing a "Chronic Problem" if a subsequent Severe Problem occurs (a) within one (1) calendar month following the calendar month in which a Customer experienced a Severe Problem, and (b) TelCentris did not recommend to disconnect the Customer Circuit at the time of the prior Severe Problem.

Network Delay

“Network Delay” is defined as the time in milliseconds (“ms”) required for a round-trip ping test between the Customer’s NID and a TelCentris IP PoP in a different IP Region, provided that the only traffic on the Customer Circuit during the ping test is the test traffic.

Average Network Delay

The “Average Network Delay” on a Customer Circuit is the hourly average of the Network Delay measurements that TelCentris conducts on that Customer Circuit. Average Network Delay is not measured when the Customer Circuit is experiencing a Service Outage.

Delivery

“Delivery” is defined as the percentage of IP packets successfully transmitted between the Customer’s NID and a TelCentris IP PoP in a different IP Region in a period, provided that the only traffic on the Customer Circuit during the test is the test traffic.

Average Delivery

The “Average Delivery” on a Customer Circuit is an hourly average of the Delivery measurements conducted on that Customer Circuit. Average Delivery is not measured when the Customer Circuit is experiencing a Service Outage.

Time to Restore Service

“Time to Restore Service” is defined as the duration that the Average Network Delay or Average Delivery on a Customer Circuit exceeds the targets for Average Network Delay or Average Delivery set forth below.

Measurement of Time to Restore Service commences with the date and time (as set forth on the trouble ticket) at which TelCentris or Customer reports the Network Delay or Delivery issue on a trouble ticket containing all information necessary for TelCentris to respond to the trouble ticket and ends upon confirmation by TelCentris to Customer that performance within the Average Network Delay or Average Delivery targets is restored. This calculation excludes any period that TelCentris waits for a response, availability, or action from Customer, and further excludes any period TelCentris spends monitoring the affected Customer Circuit after TelCentris has restored performance to within the targets for Average Network Delay or Average Delivery for the affected Customer Circuit.

SERVICE LEVELS AND REMEDIES

Monthly Service Availability

TelCentris’ target for Monthly Service Availability for each Customer Circuit is:

Service	Monthly Service Availability Target
Business DSL Customer Circuit	99.90%
Business T1 Customer Circuit	99.99%

If TelCentris does not meet the Monthly Service Availability Target for a Customer Circuit per the above definition and Customer requests a credit, TelCentris will provide Customer a credit (“Service Availability Credit”) of three percent (3%) per hour of the monthly recurring charge for such Customer Circuit for each hour (or fraction thereof, rounded to the nearest fifteen (15) minutes) of Service Outage experienced by the Customer Circuit in excess of the Service Availability Target, provided that in no case will the aggregate of all Service Availability Credits and Time to Repair Credits (defined below) exceed the total monthly recurring charge billed for such Customer Circuit during such month.

Time to Repair Service

TelCentris’ target for Time to Repair Service for each Customer Circuit is:

Service	Time to Repair Service Target
Business DSL VOA Customer Circuit	12 hours
Business T1 Customer Circuit	4 hours

If TelCentris does not meet the Time to Repair Service Target for a Service Outage on a Customer Circuit per the above definition and Customer requests a credit, TelCentris will provide Customer a credit (“TTR Credit”) of ten percent (10%) of the monthly recurring charge for that Customer Circuit, in addition to any other applicable credits for Service Availability, provided that in no case will the aggregate of all Service Availability Credits and TTR Credits for that Customer Circuit in a month exceed the total monthly recurring charge billed by TelCentris for such Customer Circuit for service during such month. All other terms above apply.

Severe and Chronic Problems

For any Customer Circuit that TelCentris verifies has experienced a Severe Problem, TelCentris may recommend to Customer that Customer disconnects the affected Customer Circuit. If TelCentris recommends that Customer disconnect the affected Customer Circuit and Customer issues a disconnection request within five days, TelCentris will provide a credit to Customer for the amount of such disconnection fee (if any) assessed by TelCentris.

For any Customer Circuit that TelCentris verifies has experienced a Chronic Problem, Customer may give TelCentris approval to disconnect such Customer Circuit, and TelCentris will provide a credit to Customer for the amount of any disconnection fee (if any) assessed by TelCentris.

SERVICE GUARANTEES

A credit allowance based on the Basic Phone Extension Fee will be given for interruptions in the voice service application preventing inbound or outbound calling on all phone extensions or complete outage of all voice mail boxes at a Customer location due to TelCentris provided IAD, or Router or TelCentris equipment failure. The time attributed toward Voice Application Unavailability begins when voice calls or voice mail is interrupted for more than fifteen (15) consecutive minutes and ends when the affected service is again operational. Two or more interruptions of 15-minutes or more during any one 24-hour period will be combined into one cumulative interruption.

Length of Interruption	Credit
30 minutes to 2 hours 59 minutes	1/10 Day
3 hours to 5 hours 59 minutes	1/4 Day
6 hours to 7 hours 59 minutes	3/4 Day
8 hours to 24 hours	1 Day

The Voice Availability guarantee is subject to the following limitations:

- 1) "Virtual" extensions are excluded from this SLA (seats not on same premise that Router or IAD is installed)
- 2) Phone extensions used at BYOB (Bring Your Own Bandwidth) locations other than TelCentris designated managed service locations where TelCentris has provisioned customer premise IAD or Router and TelCentris-ordered access circuit are excluded from this SLA
- 3) No credit allowance will be made for any interruption in service:
 - a. Due to the negligence of or noncompliance with the provisions of the V-PBX service contract
 - b. Due to the failure of power at the customer premise
 - c. Due to the failure of customer premise equipment not provided by TelCentris
 - d. Due to the failure of equipment, systems, connections or services not provided by TelCentris
 - e. Due to circumstances or causes beyond the reasonable control of TelCentris
 - f. During any period in which TelCentris is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions
 - g. Inability to access the Web-based voice portal will not give rise to service credits outlined in this SLA

Credits will not be combined in the event a service condition arises which causes both TelCentris Data Network unavailability and Voice Application unavailability. Credit will be applied only toward the TelCentris Data Network Availability guarantee. The amount of credit available per month is subject to a cap described below in Credit and Payment Procedures.

Average Network Delay

TelCentris' Average Network Delay target for each Customer Circuits is:

Service	Average Network Delay Target
Business DSL Customer Circuit	110 milliseconds ("ms")
Business T1 Customer Circuit	110 milliseconds ("ms")

If TelCentris does not meet the Average Network Delay Target for a Customer Circuit in a month per the above definition and Customer requests a credit, TelCentris will credit ("Network Delay Credit") the Customer according to the following table:

If Average Network Delay Time to Restore Service exceeds:	Network Delay Credit is
One (1) hour in a calendar month	Five percent (5%) of the monthly recurring charge for that Customer Circuit
Two (2) hours in a calendar month	Ten percent (10%) of the monthly recurring charge for that Customer Circuit

Average Delivery

TelCentris' targets for Average Delivery for each Customer Circuit are:

Network	Average Delivery Target
Business DSL Customer Circuit	99.9%
Business T1 Customer Circuit	99.9%

If TelCentris does not meet the Average Delivery Target for a Customer Circuit per the above definition and Customer requests a credit, TelCentris will credit ("Delivery Credit") the Customer according to the following table:

If Average Delivery Time to Restore Service exceeds:	Delivery Credit is:
One (1) hour in a calendar month	Five percent (5%) of the monthly recurring charge for that Customer Circuit
Two (2) or more hours in a calendar month	Ten percent (10%) of the monthly recurring charge for that Customer Circuit

GENERAL

Credit and Payment Procedure

To receive credit for Unavailability under the Service Guarantee, Customer must contact TelCentris and open a trouble ticket at the time of trouble. Once the trouble ticket is resolved, the customer must complete a credit request form for reimbursement within thirty days of the billing cycle during which Unavailability occurred.

Service Credits delivered as remedies in conjunction with these SLAs represent TelCentris' sole responsibility and the Customer's sole remedy related to TelCentris' service.

Credits are based on the Customer's Basic Managed Access Fee and Basic Phone Extension Fee and may arise from multiple service guarantees outlined in this SLA. Excluding the On-time Installation guarantee, the total combined credits applied to the Customer's service will not exceed fifteen (15) days Managed Access Fee plus Phone Seat Extension Fee in any calendar month.

For purposes of calculating Service Credit, one (1) day credit of the TelCentris service fee is equal to 1/30 of the monthly recurring V-PBX service charge for the adversely affected V-PBX service.

To receive Service Credit, Customer must be in good financial standing with TelCentris and must be compliant with the terms and conditions of its service agreement. Customer must pay its entire service bill, and shall not disclaim any Service Credits that may be anticipated but not awarded by TelCentris. Customer must cooperate with TelCentris in any Service Claim investigations. A Customer's failure to comply, including without limitation a failure to pay charges on a timely basis, shall invalidate any Guarantees.

Policy Change

TelCentris reserves the right to change, amend, or revise this SLA policy at any time. Changes or revisions to the SLA will be deemed effective upon posting the applicable revision on TelCentris' publicly accessible website.