

BROADBAND IP SERVICE LEVEL AGREEMENT

This Addendum to the Master Service Agreement sets forth the Service Level Agreement (“SLA”) applicable to the Service. The SLA is effective as of the first day of the second month after initial installation of Service.

NETWORK AVAILABILITY

Applicable Components	Goal	Availability/Remedy
All Broadband IP Circuits	100%	Each cumulative hour of downtime qualifies Customer for one day’s charges pro-rated from the MRC.

NETWORK AVAILABILITY. Network Downtime is measured based on the total outage time incurred by Customer. “Network Downtime” shall exist when a particular Customer facility (the “Affected Service”) is unable to transmit and receive data and OneVoice records such failure in the OneVoice trouble ticket system. Network Downtime is measured from the time the trouble ticket is opened to the time the Affected Service is again able to transmit and receive data.

LATENCY

Applicable Components	Goal	Actual Latency/Remedy	Actual Latency/Remedy	Actual Latency/Remedy
Broadband IP – Continental US	50 ms	51 – 60 ms / 10%	61 – 80 ms / 25%	Greater than 80 ms / 50%

LATENCY. The average roundtrip network delay (“Latency”) will be measured on an ongoing basis every 5 minutes to adequately determine a consistent average monthly performance level for Latency at the relevant POPs. Latency performance levels will be provided to the Customer on demand. Latency for other components is calculated as follows:

$$\frac{\sum (\text{Roundtrip Delay for relevant POP-POP trunk})}{\text{Total Number of relevant POP-POP trunks}} = \text{Latency}$$

PACKET DELIVERY

Applicable Components	Goal	Actual Latency/Remedy	Actual Latency/Remedy	Actual Latency/Remedy
Broadband IP – Continental US	99.50%	99.49% - 99.01% / 10%	99.00% – 90.00% / 25%	Less than 90.00% / 50%

PACKET DELIVERY. Packet Delivery will be measured on an ongoing basis every 5 minutes to adequately determine a consistent average monthly performance level for packets actually delivered between the relevant POPs. Packet Delivery performance levels will be provided to the Customer on demand.

REPORTING

Applicable Components	Goal	Availability/Remedy
Broadband IP – Continental US	10 Minutes	Each failure to report Service interruption within the applicable timeframes qualifies Customer for one day’s charges pro-rated from the MRC, at a maximum of one such credit accrued per day.

REMEDIES. Upon Customer’s request to the OneVoice Customer Service Center made within five (5) business days of the last day of the month in which the relevant SLA was not met, Customer shall be entitled to service credits as set forth herein. If Customer is entitled to multiple credits under this SLS arising from the same event, such credits shall not be cumulative and Customer shall be entitled to receive only the maximum single credit available for such event. A credit shall be applied only to the month in which the event giving rise to credit occurred. The maximum SLA credits issued in any one calendar month shall not exceed: (1) charges for seven (7) days of service with respect to the Network Availability SLA; (2) charges equaling 50% of the relevant MRCs with respect to all other SLAs; and (3) charges equaling 50% of the relevant MRCs in such month in the aggregate for all service credits (regardless of the service level giving rise to the credits).

SERVICE CREDIT EXCEPTIONS. Service credits shall not be issued where the Service is unavailable as a result of (i) the acts or omissions of the Customer, its employees, contractors or agents or its End Users; (ii) the failure or malfunction of equipment, applications or systems not owned or controlled by OneVoice, OneVoice’s underlying carrier, or GSP; (iii) Force Majeure; or (iv) schedule service maintenance, alteration, or implementation. No credits will be granted pursuant to the Reporting SLA unless Customer provides OneVoice with accurate, current contact information, including a valid pager number, fax number or email address.

NORMAL MAINTENANCE. Normal Maintenance refers to upgrades of hardware or software to increase capacity. Normal Maintenance may temporarily degrade the quality of the Service, including possible outages. Such effects related to Normal Maintenance shall not give rise to service credits under this SLA. Normal Maintenance shall be undertaken only on Sunday and Wednesday mornings between the hours of 12:00 AM and 6:00 AM Local Time. For purposes of this SLA, “Local Time” refers to the local time in the time zone in which the Affected Service is located. OneVoice will provide at least two (2) days prior notice of Normal Maintenance.

URGENT MAINTENANCE. Urgent Maintenance refers to efforts to correct network conditions that are likely to cause a material Service outage and that require immediate action. Urgent Maintenance may degrade the quality of the Services, including possible outages. Such effects related to Urgent Maintenance shall entitle Customer to service credits as set forth in this SLA. OneVoice’s underlying network provider and GSP may undertake Urgent Maintenance at any time deemed necessary and shall provide notice of Urgent Maintenance to Customer as soon as is commercially practicable under the circumstances.

CUSTOMER TERMINATION RIGHTS. Customer may terminate the Affected Services without penalty if, in and single calendar month: (A) Customer would be eligible to receive credits totaling fifteen (15) or more days (but for the limitation set forth herein) resulting from three (3) or more events during such calendar month; (B) and single event entitling Customer to credits under the section entitled “Network Availability Goal” above exists for a period of eight (8) consecutive hours; or (C) any number of events entitling Customer to credits under “Network Availability Goal” above exists for an aggregate of twenty-four (24) hours. Such termination must be conducted by written notice to the OneVoice Customer Care Center, with a courtesy copy to the attention of OneVoice’s General Counsel, and within five (5) business days following the end of the relevant calendar month. Such termination will be effective forty-five (45) days after receipt of written notice by OneVoice. The provisions of this SLA state Customer’s sole and exclusive remedies for Service interruptions or Service deficiencies of any kind whatsoever.

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