

Telechoice Service Level

This Service Level Agreement (the “SLA”) is between Telechoice, LLC (hereinafter “Telechoice”) and its customers (the “Customer”) who execute a Service Activation Form, Statement of Work, online order, or an order of any kind (the “SAF”) for the purchase of certain services (the “Services”) as identified in the SAF; said SAF is incorporated herein by this reference. Telechoice and Customer may be referred to individually as “Party” or collectively as “Parties”.

I. Overview.

This SLA, along with Telechoice normal standard Support Policies (Support Policies), located at <http://www.telechoiceinc.com/Support-Policies.html>, and the Telechoice Terms of Service (the “Terms of Service”), located at <http://www.telechoiceinc.com/Terms-of-Service.html>, and both incorporated herein by this reference, describes Telechoice’s target network performance and service level metrics for the Services identified in Customer’s SAF. Where Telechoice fails to meet a given standard of performance as defined below (a “Performance Standard”), Customer shall be eligible for a corresponding credit, also defined below (a “Service Credit”), subject to the qualifications contained herein. By executing the SAF, Customer agrees that he or she has read this SLA as instructed in the SAF, and that this SLA constitutes the entire agreement between Telechoice and Customer as to the credits available, except as provided in writing and executed by both Parties.

II. Definitions.

- a. **Affected Service** – a Telechoice Service experiencing a Service Outage or a Service Degradation for which a Trouble Ticket has been opened.
- b. **Combined Service** – more than one Service purchased by Customer that are billed as a single product and therefore are not independently invoiced.
- c. **Contract Year** – a calendar year beginning on the Service Activation date.
- d. **Customer Premise Equipment (the “CPE”)** – equipment purchased by the Customer and used to support the Services on the Customer’s network.
- e. **Data Services** – Services purchased from Telechoice for traditional internet usage, including Services described as dedicated internet (“DIA”), point-to-point (“PP”), private line, frame relay, multi-protocol label switching (“MPLS”), Ethernet, digital subscriber line (“DSL”), or satellite.
- f. **Monthly Recurring Charges (“MRC”)** – the charges billed by Telechoice to the Customer each month for provided Service, exclusive of pre-paid or any usage fees, taxes, and other non-recurring charges.
- g. **Service Outage** – an unscheduled period during which the Services are interrupted and not usable.
- h. **Service Outage Time** – the length of the Service Outage, beginning when the Customer first opens an appropriate Trouble Ticket and ending when the Service is fully functional; Service Outage credits will NOT be issued unless and until an appropriate Trouble Ticket is opened by the Customer.
- i. **Service Degradation** – an unscheduled period during which the Services are available but do not perform as defined herein, in the Terms of Service, including, but not limited to, circuit bouncing, call quality issues, or latency.
- j. **Service Degradation Time** – the length of the Service Degradation, beginning when the Customer first opens an appropriate Trouble Ticket and ending when the Service is fully functional; Service Degradation credits will NOT be issued unless and until an appropriate Trouble Ticket is opened by the Customer.
- k. **Trouble Ticket** – a record of a Service Outage or Service Degradation and its subsequent resolution, as recorded by Telechoice; Trouble Tickets are initiated by, i) for Severity 1 cases the Customer calling Customer Care at (877) 924-8353 and e-mailing service@telechoice.com, and ii) for cases with a severity other than Severity 1 by e-mailing service@telechoice.com or by opening a ticket through the Telechoice’s website at <https://www.telechoiceinc.com/support-> during normal business hours.
- l. **Trouble Ticket Number** – the unique Telechoice number assigned to a Trouble Ticket or case.
- m. **Telechoice Circuit ID** – the unique combination of numbers and/or letters assigned to data circuits provided by Telechoice.
- n. **Telechoice Point of Demarcation (the “Telechoice Demarc”)** – the physical location in the Customer’s network at which Telechoice no longer maintains access to and control over the Service as provided by Telechoice. The Telechoice Demarc will vary by Service and are defined in detail in the Support Policies. Telechoice will issue NO credits for Service Outages or Service Degradation caused by issues beyond the Telechoice Demarc. The Telechoice Point of Demarcation will vary depending on the Service(s) and CPE purchased or used by the Customer – please review the Support Policies for specific details as to the Telechoice Demarc for the Services you have purchased.
- o. **Latency** – the average time for internet protocol (“IP”) packets to travel over the underlying carrier’s network, presented in milliseconds and calculated as an average for a given calendar month.
- p. **Mean Time to Respond** – the length of time between the Customer opening a Trouble Ticket and the Customer receiving acknowledgment from a Telechoice engineer of the ticket; this time is calculated as an average of all response times for the Customer’s Trouble Tickets in the preceding calendar month.
- q. **Mean Time to Repair** – the length of time between the Customer opening a Trouble Ticket and Telechoice resolving the Service Outage or Service Degradation; this time is calculated as an average of all repair times for the Customer’s Trouble Tickets in the preceding calendar month.
- r. **Packet Loss** – the total packet loss associated with data delivery for a given month.
- s. **Performance Standard** – a level of support and regular maintenance provided with the Services, identified according to common measurement standards; where Telechoice fails to achieve a Performance Standard, the Customer will be eligible

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for a corresponding Service Credit.

- t. Severity 1 – a Trouble Ticket level indicating the severity of the Service Outage or Degradation; Severity 1 Trouble Tickets include all Service Outages, also referred to as “down-hard” issues, and other severe Service Degradations.
- u. Severity 2 – a Trouble Ticket level indicating a less severe Service Degradation than those described as Severity 1; Severity 2 Trouble Tickets include issue effecting service performance or use, including but not limited to call quality issues, latency, or packet loss.
- v. Severity 3 – the lowest level Trouble Ticket in this SLA; Severity 3 Trouble Tickets include bugs or non-conformities where a workaround is possible and other issues that do not require immediate response. Changes to Customer preferences, and general questions about the Service are considered Severity 4 and are not covered under this SLA.
- w. Service Availability – the amount of time during a calendar month that the Service will be functional up to the TelechoiceDemarc, as defined in the Support Policies.
- x. Service Credit – the amount of credit issued by Telechoice in response to a Customer’s Service Outage or ServiceDegradation, subject to the specifications and qualifications contained herein.
- y. Voice Services – phone solutions purchased from Telechoice, including Services described as VoIP, SIP Trunks, SIP Origination-Termination, or Hosted PBX and VoIP.

III. Qualifications.

In order to be eligible for a Service Credit as defined herein, Customers must first open a Trouble Ticket to report the Service Outage or Service Degradation. Customer must then e-mail service@telechoice.com within thirty (30) days of Trouble Ticket closing to request a Service Credit. The e-mail should read “Request for SLA Credit” in the subject line, a short explanation of the credit due, and the corresponding Trouble Ticket Number.

- a. Past-due Accounts – if Customer has a past-due balance on the account, review of any credit requests will be delayed until the past-due amount is resolved.
- b. Finality of Decisions – awards or denials of credits under this SLA by Telechoice will be final and binding; credits may be issued at Telechoice’s sole discretion.

IV. Performance Standards.

- a. The following Performance Standards apply to Voice and Data Services:
 - i. Mean Time to Respond – The Mean Time to Respond to a Trouble Ticket varies according to the Ticket’s priority:
 - 1) Severity 1 – thirty (30) minutes
 - 2) Severity 2 – two (2) hours
 - 3) Severity 3 – twenty-four (24) hours
 - ii. Mean Time to Repair – Telechoice guarantees a Mean Time to Repair of four (4) hours for Severity 1 Trouble Tickets.
 - iii. Service Availability – Telechoice guarantees Service Availability ninety-nine and nine tenths percent (99.9%).
- b. The following Performance Standards apply only to Data Services:
 - i. Latency – Telechoice guarantees that Latency will not exceed fifty-five (55) milliseconds
 - ii. Packet Loss – Telechoice guarantees that the Packet Loss ratio will be no greater than one-half percent (0.5%).

V. SLA Credit Structure.

Credits under this SLA (the “SLA Credit Structure”) are based on monthly billing intervals and apply to the Services for which the credit is issued. The available credits are as follows:

- a. For Voice and Data Services:
 - i. Mean Time to Respond – The Service Credit available varies according to the Ticket’s priority:
 - 1) Severity 1 -
 - a. If Telechoice responds less than sixty (60) minutes but more than thirty (30) minutes after the Trouble Ticket is opened, the available credit is fifteen percent (15%) of the MRCs for the Affected Service.
 - b. If Telechoice responds less than ninety (90) minutes but more than sixty (60) minutes after the Trouble Ticket is opened, the available credit is thirty percent (30%) of the MRCs for the Affected Service.
 - c. If Telechoice responds more than ninety (90) minutes after the Trouble Ticket is opened, the available credit is fifty percent (50%) of the MRCs for the Affected Service.
 - 2) Severity 2 –
 - a. If Telechoice responds more than two (2) hours after the Trouble Ticket is opened, the available credit is fifteen percent (15%) of the MRCs for the Affected Service.
 - 3) Severity 3 –
 - a. If Telechoice responds more than twenty-four (24) hours after the Trouble Ticket is opened, the available credit is fifteen percent (15%) of the MRCs for the Affected Service.
 - ii. Mean Time to Repair – The Service Credit available varies according to the time taken to resolve the Service Outage or Degradation; Mean Time to Repair credits apply only to Severity 1 Trouble Tickets:
 - 1) If the time to repair is between four (4) and six (6) hours, the available credit is fifteen percent (15%) of the MRCs

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- for the Affected Service.
- 2) If the time to repair is between six (6) and eight (8) hours, the available credit is thirty percent (30%) of the MRCs for the Affected Service.
- 3) If the time to repair is greater than eight (8) hours, the available credit is fifty (50%) of the MRCs for the Affected Service.
- iii. Service Availability – The Service Credit available for failure to reach the Service Availability Performance Standard is one (1) day of credit for every hour or fraction thereof of downtime for the outage event in excess of the Service Availability Performance Standard. This credit is equal to one-thirtieth (1/30th) of the MRCs for the Affected Service.
- b. For Data Services only:
 - i. Latency – If Telechoice fails to reach the Latency Performance Standard, the available credit is one (1) day of credit, which is equal to one-thirtieth (1/30th) of the MRCs for the Affected Service.
 - ii. Packet Loss – If Telechoice fails to reach the Packet Loss Performance Standard, the available credit is one (1) day of credit, which is equal to one-thirtieth (1/30th) of the MRCs for the Affected Service.
- c. Combined Services: Where the Affected Service is part of a Combined Service, the Credit will only apply to that portion of the Combined Service that includes the Affected Service. The data and voice portions of the Combined Service will be determined in Telechoice's sole discretion.
- d. Maximums: In no event will Credits be issued where such Credits would exceed fifteen percent (15%) of the Customer's MRCs for all Services for the Contract Year.
 - i. Service Outages – a maximum of fifteen (15) days' credit for a single month will be issued for situations involving Service Outages.
 - ii. Service Degradations – a maximum of fifty percent (50%) MRC credit for a single month will be issued for situations involving Service Degradations.

VI. Exclusions.

Service Outages or Service Degradations DO NOT include outages or degradations resulting from one or more of the following causes:

- a. Any act or omission on the part of the Customer, any third party contractor or vendor, or any other entity over which the Customer exercises control or has the right to exercise control;
- b. The Customer's applications, equipment or facilities;
- c. Telechoice's, its underlying carriers', or the Customer's scheduled maintenance;
- d. Any event or occurrence that results in "No Trouble Found" resolution to Trouble Tickets;
- e. Any event or outage lasting less than 60 seconds in duration;
- f. Force majeure event beyond the reasonable control of Telechoice including, but not limited to, acts of God, natural disasters, cable cuts, government acts and regulation and national emergency;
- g. Trouble Tickets associated with new installations;
- h. Interruptions associated with act or omission on the part of the Customer or a third party, including, but not limited to, any local access provider, or an interruption where the Customer elects not to release the service for testing and repair and continues to use it on an impaired basis;
- i. Interruptions during any period when Telechoice or its agents are not allowed access to the Customer premises where affected access lines are terminated;
- j. Master Trouble tickets opened by Telechoice or by a qualified third party on behalf of Telechoice such as those in the case of a fiber cut;
- k. Interruptions associated with a failure of equipment or Service not provided by Telechoice, including, but not limited to, any local access provider, or an interruption where the Customer elects not to authorize access to the equipment for testing;
- l. Any failure or issue associated with the Customer's underlying network connection;
- m. Time attributed to Customer's delay in responding to Telechoice's requests for assistance to repair an outage.

Telechoice Consulting, Inc. reserves the right to amend this SLA from time to time and without notice.