

Service Level Agreement: Hosted VoIP

This Service Level Agreement (SLA) is a part of the contract between Customer and NetFortris. This SLA covers all NetFortris Hosted VoIP Service. The criteria contained herein are the goal performances of the NetFortris Core Network.

1. SERVICE COMMITMENT

NetFortris is committed to providing a reliable, high-quality Hosted VoIP Service consistent with industry standards. As part of this commitment, NetFortris is pleased to offer eligible Customers guarantees for limited Service disruption. If NetFortris fails to meet any of these guarantees, it will provide eligible Customers with a Service Credit, as set forth in this SLA. Customer acknowledges that the service level credit applicable to the specific Service is the exclusive remedy in the event of Service interruption or outage.

2. GUARANTEES

NetFortris provides an availability guarantee for On-Net Hosted VoIP Service. Subject to the exclusions contained in Section 5 of this SLA if On-Net Hosted VoIP Service is Disrupted for more than thirty (30) minutes each affected Hosted VoIP Seat shall receive a Service Credit as follows:

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|---|---|
| ➤ Service unavailable for less than thirty (30) minutes: | ➤ No Service Credit |
| ➤ Service unavailable for thirty (30) minutes up to four (4) hours: | ➤ 1/60th of the monthly recurring charges |
| ➤ Service unavailable more than four (4) hours up to eight (8) hours: | ➤ 1/30th of the monthly recurring charges |
| ➤ Service unavailable more than eight (8) hours up to twenty four (24) hours: | ➤ 1/15th of the monthly recurring charges |
| ➤ Service unavailable for more than 24 hours: | ➤ 1/10th of the monthly recurring charges |

A credit will be given only for Disruptions that were reported to NetFortris at the time of the Disruption. A Disruption is defined as an event that prohibits use of the On-Net Hosted VoIP Service, including the inability to receive or place calls and loss of dial tone. A Disruption is measured from the time it is reported to the time it is resolved. In no event shall an SLA credit exceed the monthly recurring charges invoiced to Customer.

3. OFF-NET AND OTT SERVICE

Notwithstanding anything contained herein, or any other Customer contract, NetFortris provides no guarantee for the functionality or use of Off-Net Service. In an Over-The-Top (OTT) deployment, Customer has obtained broadband access services from a provider other than NetFortris. NetFortris does not provide any circuits or access transport in case of OTT deployments, however, NetFortris may still provide a managed service including without limitation enterprise telephony, UC, Wi-Fi, and Security. NetFortris provides no guarantee for the functionality or use of OTT Service.

4. ELIGIBILITY

In order for Customer to be eligible for a Service Credit hereunder, Customer shall meet the following criteria: i) have an account in good standing; ii) Contact NetFortris support and open a trouble ticket at the time of Disruption; and iii) use the Service in accordance with the Master Service Agreement.

5. EXCLUSIONS

Customer will not be entitled to a Service Credit for a Disruption due to power failure, local loop failure, Force Majeure, outages affecting multiple carriers or a specific geographic area, maintenance, emergency maintenance, inside wiring, LAN, failure of CPE, changes made by Customer to the Service, Service associated with Off-Net Service, power failure, failure of third party equipment, Customer's refusal to cooperate or provide access, any event beyond the reasonable control of NetFortris.

6. SERVICE CREDIT CLAIM PROCESS

In order to initiate a claim for Service Credit, Customer must contact the NetFortris customer service group within seven (7) business days after the end of the month for which credit is requested. The Service Credit request must provide: (a) the Customer name and contact information, (b) the date and beginning/end time of the claimed outage or failed metric, and (c) a brief description of the characteristics of the claimed outage or failed metric.

Customer will be notified via email upon resolution of the request. If rejected, the notification will specify the basis for rejection. If approved, NetFortris will issue Service Credit to Customer's account, appearing on the next invoice issued. Multiple Service credits will not be given for the same period of time, i.e. failure to meet multiple criteria during a period of time generates only a single Service Credit. Service Credits will be credited against a Customer's monthly payment for Monthly Recurring Charges and may not be received in the form of a refund.

7. MISCELLANEOUS

This SLA may be changed or modified by NetFortris in its sole discretion, without notice, and any change will be effective upon posting to the NetFortris Website. All capitalized terms herein which are not defined shall have the meaning as stated in the applicable Master Service Agreement or Supplement.

NetFortris Hosted VoIP SLA
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