SERVICE LEVEL AGREEMENT FOR CONTERRA VOICE OVER IP (VoIP) SERVICE

VoIP Service Level Agreement

Conterra Networks ("Conterra") offers the performance Service Level Agreements (SLAs) as set forth below for its VoIP services covering Jitter, Mean Opinion Score (MOS), Network Availability and Time to Repair (TTR) within the United States. The parties acknowledge that the terms of this SLA shall be the sole service level agreement applicable to Conterra VoIP services.

VoIP Service Level Agreement Credit Process.

To receive a credit, Customer must submit its written request as set out in the table below within 30 days after end of the month in which the SLA was not met. If Conterra confirms Customer's request (i.e., that the particular SLA was not met), then Customer shall receive a credit calculated as shown in the table below. No credits will be given with respect to VoIP Service not affected by the unmet SLA.

VoIP SLA	For Applicable Locations within the US
Applicable Network	Conterra's VoIP Network
SLA eligible VoIP related access method	Conterra Ethernet
Available Methods for Requesting Credit	Customer must submit its written request (electronic only) to its Conterra Customer Care Team within the timescale defined in section 1.2 above. A trouble ticket shall be generated through the Conterra NOC as set forth below.
MRC Credit Calculation	The Conterra VoIP SLA credit (the "Credit") will be based upon the monthly recurring charge (MRC) equivalent to the customer's monthly VoIP concurrent call fee. Where applicable, for Customers with Conterra Ethernet Service, the Credit may also be based on the MRC for the related Conterra Ethernet Service. For all Credit calculations set forth below, the maximum amount of the credit available to Customer for any calendar month shall not exceed the total of the concurrent calling capacity MRC plus the applicable MRC for the related Conterra Ethernet service under the agreement if applicable.
(i) Jitter Credit Calculation	If Conterra does not meet the Jitter SLA, the Customer will receive a Credit in the amount of one day's share of their Conterra VoIP Service MRC on all of their provisioned concurrent calls at the impacted site(s).

(ii) MOS Credit Calculation	If Conterra does not meet the MOS SLA, the Customer will receive a Credit in the amount of one day's share of their Conterra VoIP Service MRC on all their provisioned concurrent calls at the impacted site(s).
(iii) Network Availability Credit Calculation	If Conterra does not meet the VoIP Network Availability SLA due to an issue with the Conterra Network and it is confirmed by Conterra as an issue solely related to VoIP and not Conterra Ethernet, the customer will receive a Credit in the amount of one day's share of their applicable Conterra VoIP Service MRC on all their provisioned concurrent calls at the impacted site(s). If the Customer is using Enterprise concurrent calls, the VoIP Network Availability SLA Credit will be calculated as a percentage (%) of their total Enterprise Concurrent calls based on telephone numbers provisioned at this site. The credit will be applied to each Conterra site affected and is based on the total downtime the customer experienced during the relevant month.
(iv) TTR Credit Calculation	If Conterra does not meet the TTR SLA due to an issue with the Conterra VoIP network and it is confirmed by Conterra as being an issue solely related to VoIP and not Conterra Ethernet, then Customer will receive a Credit in the amount of one day's share of their applicable Conterra VoIP Service MRC on all their provisioned concurrent calls at the impacted site(s). If the Customer is using Enterprise concurrent calls, the Conterra VoIP Service Credit will be calculated as a percentage (%) of their total Enterprise Concurrent calls based on telephone numbers provisioned at the site. The Credit will be applied to each affected Conterra VoIP site. The Customer may receive multiple SLA credits in a given month. The credit will be applied to each affected Conterra VoIP site. The Customer may receive multiple SLA credits in a given month.
Basis for SLA claim for Jitter and MOS	Conterra will use public backbone statistics to verify whether the MOS SLA and the Jitter SLA standard were met and will post monthly results to its website. If Conterra confirms Customer's request for Credit, then Customer may submit a claim for such credit. A trouble ticket is required.
Basis for SLA claim for Network Availability and TTR	Customer must open a trouble ticket with Conterra while it is experiencing a VoIP Service problem. The calculation of unavailable time is based on trouble ticket times. The unavailable time starts when Customer opens a trouble ticket with Conterra and releases the VoIP Service for immediate testing. The unavailable time stops when the Applicable Network or access circuit trouble has been resolved and the VoIP Service is again available to Customer. If the Customer has multiple locations affected by an outage, the Customer may submit one ticket to address the multiple locations; however, the affected individual locations must be identified on the ticket.

Jitter SLA.

Also known as delay variation, jitter is defined as the variation or difference in the end-to-end delay between received packets of an IP or packet stream. The VoIP Jitter SLA provides that Conterra's monthly jitter performance within the Applicable Network will not exceed 2.0 millisecond. Performance is measured by periodically collecting data across the Applicable Network, from which a monthly average is derived. Jitter performance statistics are available for review upon request from the Conterra Customer Care team.

Mean Opinion Score (MOS) SLA.

MOS is a measure (score) of the audio fidelity, or clarity, of a voice call. It is a statistical measurement that predicts how the average user would perceive the clarity of each call. The VoIP MOS SLA provides that the Applicable Network performance will not drop below 4.0 where MOS is calculated using the standards-based E-model (ITU-T G.107). Performance is measured by periodically collecting data across the Applicable Network, from which a monthly average is derived. MOS performance statistics are available for review upon request from the Conterra Customer Care team.

VoIP Network Availability SLA.

The VoIP Network Availability SLA provides that Applicable Network will be available at least 99.99 percent of the time as measured on a monthly basis by trouble ticket time. The Applicable Network is considered not available for the number of minutes that a trouble ticket shows the Applicable Network was not available to Customer. The network availability SLA is not applicable to sites that do not use Conterra Ethernet service. Customer is responsible for tracking the time via trouble tickets that any portion of the VoIP Service is unavailable due to Applicable Network unavailability.

Time to Repair SLA.

The VoIP Time to Repair (TTR) SLA provides that priority one (PTY 1) tickets will be resolved within 4 hours or less within the United States. PTY 1 Tickets are categorized as a "hard outage" where there is complete loss of VoIP Service or severe service degradation that results in Customer's inability to receive any inbound calls and/or complete any outbound calls from a given location using Conterra VoIP. "Time to Repair" is defined as time taken to restore VoIP Service during a Hard Outage based on trouble ticket time. The TTR SLA is not applicable to sites that do not use Conterra Ethernet.

Exclusions and Limitations to SLA Applicability.

General Exclusions.

The following exclusions apply to all VoIP Service SLAs:

• Force Majeure Events; and

• Conterra network maintenance.

For SLA purposes, "Force Majeure Events" are any events beyond Conterra's reasonable control, including an Act of God, war, riot, fire, pandemic, explosion, accident, flood, sabotage, inability to obtain

fuel or power, inability to obtain goods or services, governmental laws, regulations or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party.

VoIP Network Availability and TTR SLA Exclusions.

In addition to the General Exclusions, the VoIP Network Availability SLA and Time to Repair SLAs do not include time related to unavailability or outages resulting from:

• Customer-ordered third-party circuits;

• Inappropriate VoIP Service configuration change(s) made by or through Customer via the hosted voice Admin Portal;

• Customer premise equipment including, but not limited to, Customer-provided PBX, black

phones, SIP phones, firewalls, router/modem and/or analog/ethernet adapter;

• Acts or omissions of Customer or its users, or any use or user of the VoIP Service that is authorized by or enabled through Customer but outside the scope of Customer's VoIP Service; and

• "Customer Time," which is the time identified on the trouble ticket (if any) attributable to, or caused by, through no fault of Conterra, the following: (a) incorrect or incomplete contact information provided by Customer which prevents Conterra from completing the trouble diagnosis and VoIP Service restoration; (b) Conterra being denied access to network components at the Customer location when access is required to complete trouble shooting, repair, diagnosis, or acceptance testing; (c) Customer's failure or refusal to release the circuit for testing; (d) Customer being unavailable when Conterra calls to close a trouble ticket or verify VoIP Service restoration, (e) any other act or omission on the part of Customer; or (f) down-time caused by the PTT or Local Exchange Carrier (LEC) for periods where the PTT's or LEC's maintenance support is not available.

VoIP Service Level Agreement Revisions.

Conterra reserves the right to amend any applicable SLA from time to time effective upon posting of the revised SLA where the SLA is set out or other notice to Customer of the change, provided that in the event of any amendment resulting in a material reduction of the SLA's service levels or credits, Customer may terminate Services without early termination liability (except for payment of all charges up to the effective date of the termination of any such Services) by providing Conterra at least 30 days written notice of termination during the 30 days following posting of such amendment.