

# SERVICE LEVEL AGREEMENT



Stage 2 Networks (“Company”) agrees to provide maintenance and support to Customer (“Customer”) using Stage 2 Networks’ Service (“Service”). This Service Level Agreement (“SLA”) applies only to Customers under contract for both a Company provided broadband connection (DSL, SDSL, T1, Metro Ethernet or other) and Company provided telephone equipment. This SLA outlines the minimum service a Customer may expect from Company for the contracted service.

The following SLA represents Company’s sole responsibility and the Customer’s sole remedy related to Stage 2 Networks Service for voice and data service availability.

**Emergency Network Maintenance** refers to Company’s efforts to make emergency repairs or take corrective action to network conditions that are causing or in the company’s sole opinion are likely to cause a Service outage to a single or multiple customers. Emergency Maintenance may degrade the overall quality of service and may include temporary Service outages. Prior to performing this maintenance, Company will provide as much notice as possible to the Customer and endeavor to keep any outages to a minimum. Any impact experienced by Customer during Emergency Network Maintenance shall not qualify for any Credits outlined in this SLA.

## DEFINITIONS

**Customer** shall mean a Stage 2 Networks customer who has executed a Service Agreement for Company’s Service, excluding any Customer whose account is, or at the time of the report was, not in good financial standing with Company, or is in breach of the terms and conditions of Company’s Service Agreement.

The terms of this SLA take effect immediately upon the cutover and final payment by Customer or lease acceptance of the installation. Customer is eligible to receive monthly service credits (“Credits”) in the event of Company’s failure to meet its service commitments for the month, regardless of when the Customer’s Service was activated during that month. In the month when a Customer’s Service is terminated, the Customer is not eligible to receive credits for the Company’s not meeting its service commitments for that month.

**Monthly Service Charge** is the monthly recurring service charge (“Service Charge”) paid by Customer for Service, which includes charges for network services, user licenses, and other service charges.

## Network Maintenance

**Scheduled Network Maintenance** refers to normal maintenance scheduled for the repair or upgrade of Company’s data network, voice network, and servers used to deliver Company’s Services to the Customer. Scheduled maintenance may temporarily impact or downgrade the quality of service and cause possible temporary outages. Company will notify Customers in advance of any scheduled network maintenance and endeavor to keep outages to a minimum. Any Service outage experienced by Customer during scheduled network maintenance shall not qualify for the Credits outlined in this SLA. We will work with Customer on a suitable Maintenance window (Ex: Sunday AM EST).

## SERVICE LEVEL GUARANTEE: STAGE 2 T1 OR GREATER

When the Service is provisioned at a Customer location over a Stage 2 provided broadband connection using a T1 or larger capacity data circuit, a Credit will be given for interruptions in the voice and/or data service application preventing inbound or outbound calling on any or all User extensions or for a complete outage at that Customer location, which lasts in excess of 30 minutes for each User affected. The time counted toward a Service outage begins when a trouble ticket is reported to Stage 2 by the Customer and ends when the affected service is once again working.

LENGTH OF INTERRUPTION	CREDITS PER USER AFFECTED
30 minutes to 4 hours	1 Day
Over 4 hours to 24 hours	2 Day
24 hours or more	5 Day

The Service Level Guarantee is subject to the following limitations:

- Service at any location other than locations using Company provided T1 circuits or greater are excluded from this SLA
- No credit will be allowed for an interruption in service due to any of the following:
  - A. Power outage to the equipment at the Customer’s premise
  - B. Any equipment, services, or systems not provided by Company
  - C. Force Majeure, Acts of God, or actions due to circumstances beyond the Company’s reasonable control

- D. *Restricted access to the Company's premises or Customer's premises for purposes of investigating, troubleshooting, and resolving a service interruption*
- E. *Customer's noncompliance or negligence of the provisions of the Company's Service Agreement, including its payment terms*

The amount of credit available per month is subject to a cap described in this SLA.

## SERVICE LEVEL GUARANTEE: NON-STAGE 2 BROADBAND

**Company provides service over non-dedicated broadband network connections on a best efforts basis with no warranties (including warranties regarding continuous service uptime or voice quality) except those, if any, expressly stated herein.**

Should a non-dedicated circuit, provided by the Company, fail to support the Customer's service by not providing the capacity to support calls when there is no other traffic on the circuit, and Customer notifies Company of such failures within five (5) calendar days of such failure, and Company is unable to resolve such failure within five (5) business days, Company may recommend a Stage 2 provided or private network circuit and/or speed upgrade more suited to the customer's needs. Upon a recommendation of an upgrade by Company, Customer has thirty (30) calendar days to accept or decline the upgrade. Should Customer accept the upgrade, Company will implement the upgrade and adjust Customer's billing to reflect the change in service. Should customer decline the upgrade, Customer may cancel its Service without the termination, cancellation or minimum term commitment charges and fees normally associated with the early termination of the Service. In the event that Customer should elect to decline the upgrade, Company has the right to refuse further service calls under this guarantee and/or terminate the Customer's Service, effective within sixty (60) calendar days of Customer's receipt of Stage 2 Networks' recommendation to upgrade the service.

In the event that Company should elect to cancel the Service as allowed herein, Customer shall be responsible for all charges for Services used until the cancellation, including any and all usage fees, hardware charges, and other charges. Customer shall continue to be bound by its other obligations for services purchased from Company and others, including but not limited to, those relating to the lease of premises equipment and other network circuit charges.

## GENERAL

### Credit and Payment Procedure

To remain eligible for the Service Level Guarantee, Customer must contact Company and open a trouble ticket at the time of trouble. Company will apply any approved Credits to the Customer's invoice within two (2) billing cycles.

Credits are applied based on the Company's failure to meet its Service Level Guarantees as described in this SLA. The total combined Credits applied to the Customer's Service will not exceed the Service Charge billed to the Customer in any calendar month.

For purposes of calculating Credits, one (1) day credit of the Company's Service is equal to 1/30 of the monthly User License charge for Service at the time of the outage for all users adversely affected. would anticipate receiving from Company. Customer shall cooperate with Company to gather information, which may result in a Credit to be due to Customer.

To receive a Credit, Customer must be in good financial standing with Company and must be in full compliance with the terms and conditions of its Service agreement. Customer's failure to comply with the terms and conditions including slow, late or non-payment of monthly Service charges will invalidate all Service Level Guarantees.

Any Credits applied to Customer's bill will be assessed in accordance with this SLA and at the sole discretion of Company. Any Credits provided in conjunction with this SLA will represent Company's sole responsibility and the Customer's sole remedy related to Service Guarantees.

### Customer Support Calls to 1.800.Stage2-0, or 800.782.4320 (24/7/365)

Any Calls or Emails to Stage 2's Customer Support Line as noted above will be responded to within a half-hour, regardless of whether it's in the evening/night hours or normal business hours. If Customer is not responded to within a half-hour, credits of \$100 per hour will be applied to Customer's bill in accordance with this SLA. Any Credits provided in conjunction with this SLA will represent Company's sole responsibility and the Customer's sole remedy related to Service Guarantees.

### Changes to the Service Level Agreement

The Company reserves its right to modify, amend, change or revise its SLA at any time. Such changes, modifications, amendments, or revisions to the SLA will be posted on Company's website and shall take effect upon such posting.

