

Service Level Agreement (SLA) – Voice

AireSpring Voice Service Level Agreement

This Service Level Agreement (“SLA”) sets forth the provisions and commitments relating to service quality between AIRESRING Communications, Inc. (“AIRESRING”), and Customer. This SLA is hereby added as a schedule to the Master Services Agreement (“Agreement”) between Customer and AIRESRING.

1. General Standard. AIRESRING will use reasonable efforts under the circumstances to maintain its overall network quality. The quality of service provided hereunder shall be consistent with other common carrier industry standards, government regulations and sound business practices.

2. Interruptions in Service. Interruptions in service, which are not due to Customer’s negligence or non-compliance with the provisions of the Agreement (including all schedules attached thereto), or the operation or malfunction of facilities, power, or equipment provided by Customer, will be credited to Customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by AIRESRING under this Agreement.

3. Credit for Interruptions. An interruption period begins when Customer reports a service, facility, or circuit to be interrupted through the opening of a trouble ticket and makes it available for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If Customer reports a service, facility, or circuit to be inoperative but declines to make it available for testing and repair, it is considered to be impaired, but not interrupted.

a) For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly recurring charges for the affected service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. No credit will be given on the usage sensitive portion of the service.

b) A credit allowance will be given for interruptions of 30 minutes or more, upon written request of the customer no later than ten (10) business days after the occurrence of the outage to Customer’s AIRESRING Account Manager. Credit allowances will be calculated as follows:

c) if the interruption continues for less than 24 hours:

i) 1/30th of the monthly recurring charge if it is the first interruption in the same billing period.

ii) 2/30ths of the monthly recurring charge if there was a previous interruption of at least 24 hours in the same billing period.

d) if the interruption continues for more than 24 hours, 1/30 of the monthly recurring charge for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions.

e) Two or more interruptions of thirty minutes or more during any one 24-hour period shall be considered as one interruption.

4. Maximum Credit. Credits attributable to any billing period for interruptions of service shall not exceed the total monthly recurring charges for that period for the service and facilities furnished by AIRESPRING rendered useless or substantially impaired. The credits set forth in this SLA shall be AIRESPRING's sole liability and Customer's sole remedy in the event of any interruption. Unless otherwise specifically provided in this Agreement, under no circumstances shall an interruption be deemed a breach of the Agreement.

5. "Interruption" Defined. For the purpose of applying this provision, the word "interruption" (whether capitalized or not) shall mean a complete loss of service resulting in the inability to complete calls (either incoming or outgoing or both) due to equipment malfunction or human errors for a continuous period of more than thirty (30) minutes. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy, or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of Customer or where AIRESPRING, pursuant to the terms of the Agreement, suspends or terminates service because of nonpayment of bills due to AIRESPRING, unlawful or improper use of the facilities or service, or any other reason covered by the Agreement. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Agreement, Customer is responsible for providing electric power.

6. Limitations on Credit Allowances. No credit allowance will be made for:

- a) interruptions arising from the acts or omissions of, or non-compliance with the provisions of the Agreement or any schedule thereto by Customer or any authorized user, or any interruptions due to any party other than AIRESPRING or for events happening on any other party's network, including but not limited to internet service providers or other common carriers connected to, or providing service connected to, the service of AIRESPRING or to AIRESPRING's facilities;
- b) interruptions due to the failure or malfunction of non-AIRESPRING equipment, including service connected to Customer provided electric power;
- c) interruptions of service during any period in which AIRESPRING is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- d) interruptions of service during any scheduled maintenance period or when Customer has released service to AIRESPRING for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- e) interruptions of service due to force majeure events beyond the reasonable control of AIRESPRING.