



VoIP SERVICES SERVICE LEVEL AGREEMENT

VoIP Services, including V² – Velocity Voice Services (Hosted PBX), VAST Services (Velocity Advanced SIP Technology) and Velocity PRI Services will be measured based on Service Level Agreement Objectives (“SLA Objectives”) as set forth in Section 1. SLA Objectives are based upon intended/target performance levels/criteria of Granite’s Core Network.

1. **SLA Objectives.** SLA Objectives are as follows:

On-Net Services Performance

General Standard. Granite will use commercially reasonable efforts to maintain its overall VoIP Services quality. The quality of VoIP Services shall be consistent with industry standards and sound business practices.

Specific Interruptions in VoIP Services. If there are Interruptions in VoIP Services, which are not due to specific exclusions as set forth in Section 4, then Customer may be eligible to receive a service credit for the portion of the specific VoIP Services that the Interruption affects. A service credit will be made when an interruption occurs because of a failure of any On-Net Services or other components furnished by Granite.

“Interruption” means a Level 1 Event or a Level 2 Event.

“Level 1 Event” means a critical problem that relates to the fundamental functionality of the affected VoIP Services and precludes use of such specific VoIP Services resulting in an out of service condition for the affected VoIP Service (e.g. hosted seat, DID or call path) including, but not limited to, loss of dial tone, inability to connect calls (incoming or outgoing) or total network out of service conditions. Granite will respond to a Level 1 Event within four (4) hours of Customer initiating a trouble ticket with Granite.

“Level 2 Event” means a significant problem that relates to the functionality of the affected VoIP Services, but does not preclude productive use of the affected VoIP Services. Granite shall respond within eight (8) hours of Customer initial a trouble ticket with Granite.

There are no service credits available for On-Net Services performance other than a Level 1 Event or a Level 2 Event.

SLA Objectives apply only to On-Net Services. SLA Objectives are effective as of the first (1st) day of the second (2nd) month after the Activation Date of such specific VoIP Services.

On-Net Services - Repair/Installation

	VAST	V ² – Velocity Voice	Velocity PRI
CPE MTTR	2 business days	2 business days	2 business days
Install Interval	90 business days	90 business days	90 business days

Off-Net Services. Notwithstanding anything to the contrary contained herein or in any other document, including, but not limited to, the General Terms of Service or the VoIP Terms of Service, SLA Objectives and service credits, if any, shall not apply to all or any portion of Off-Net Services used to provide the VoIP Services. In the event of any failure of network availability of such Off-Net Services or failure to meet any other service level agreements of such Off-Net Service provided by Granite and/or its Provider(s) to Customer, Granite agrees to pass through a service credit equal to the service credit received by Granite from such Provider(s), if any. Customer’s sole and exclusive remedy, and Granite’s sole and exclusive liability and responsibility, for any failure of network



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availability of such Off-Net Services or failure to meet any other service level agreements of such Off-Net Services is as stated in the preceding sentence. *All Off-Net Services service level agreements will be measured on a Provider by Provider basis using each Provider's definitions and criteria for each of the factors involved in calculating such service level agreement, including but not limited to, trouble resolution, service outage time, excluded outage time and outage count.* Service credits, if any, for Off-Net Services shall not exceed the service credit amounts Granite receives from its Provider(s).

Applicability.

In no event shall any failure to meet any SLA Objectives or Off-Net Services service level agreements constitute, or be deemed to constitute, a breach by Granite of the Agreement with a Customer.

2. Descriptions and Definitions.

CPE MTTR

Replacement equipment provided by Granite will be shipped for second (2nd) business day delivery for Customer self-installation so long as (a) the trouble is isolated to the Granite provided and managed equipment, and (b) the root cause of the failure is determined by Granite by 1pm EST.

Install Interval

“Install Interval” is defined as the number of business days beginning on the date when Customer has provided Granite with (a) signed Service Order Documents for VoIP Services and such Service Order Documents are a “clean order” (meaning Customer has provided Granite with all information necessary to place the order), acceptable in all respects to Granite and (b) Granite and/or Provider(s) have accepted the service order, and ending on the Activation Date of the specific VoIP Services. Install Intervals apply to specific VoIP Services individually. Install Intervals exclude any service location where facilities are determined to be unavailable or impaired by the underlying local access provider.

Chronic Outages

If any service location circuit experiences a “Chronic Outages” (meaning within any given calendar month, a specific affected VoIP Service experiences three (3) or more outages in violation with an SLA Objective), Customer may request an escalation of repair in accordance with Granite's escalation procedures and, upon receipt, Granite will have ten (10) business days to evaluate and prescribe resolution, including a timeline to complete the prescribed repairs. If Granite fails to perform the escalation or to resolve the Chronic Outage within the timeline prescribed, Customer may cancel that particular service location circuit without early termination fees. Service cancellations/terminations without early termination fees are not available with respect to incidents involving specific exclusions (as set forth in Section 4).

Escalation Procedures

In the event that more expedited resolution of service-affecting issues becomes critical or Granite exceeds the MTTR, Granite will implement its established escalation procedures.

3. **Service Credits.** If Granite does not meet its SLA Objectives, Customer may receive a service credit for the VoIP Services impairment, proportional to Interruption affecting such specific VoIP Services.

Customer's sole and exclusive remedy, and Granite's sole and exclusive liability and responsibility, for any failure to meet any SLA Objectives is as stated in this Section 3 and is limited to the applicable service credits, if any.

The measurement period for a service credit begins when Customer reports VoIP Services interruption through the opening of a trouble ticket and makes such specific affected VoIP Services available for testing and repair. The measurement period for a service credit ends when Interruption is resolved.



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Determination of Service Credits

In the event that the Level 1 Event continues longer than eight (8) hours and up to 24 hours, Granite shall issue a credit equal to 1/30th of the monthly recurring charges for such specific affected VoIP Services and an additional credit of 1/30th (or pro rata portion thereof based on one (1) hour increments) of the monthly recurring charge for such specific affected VoIP Services for each additional 24 hours (or portion thereof) out of service period.

In the event that the Level 2 Event continues longer than eight (8) hours and up to 24 hours, Granite shall issue a credit equal to 1/60th of the monthly recurring charges for such specific affected VoIP Services and an additional credit of 1/60th (or pro rata portion thereof based on one (1) hour increments) of the monthly recurring charge for such specific affected VoIP Services for each additional 24 hours (or portion thereof) out of service period.

The maximum service credit, if applicable, available in any given month for Repair/Installation SLA Objectives are as follows:

<u>SLA Objective</u>	<u>Maximum Service Credit</u>
CPE MTTR	10% of MRC
Install Interval	10% of MRC

Service credits hereunder are calculated as a percentage of the then current MRC with respect to the specific VoIP Services for which the service credit is requested, and may not be applied to usage charges, government fees, taxes, surcharges or any third party charges passed through to Customer by Granite. Customer may not receive more than one (1) service credit per month for any Interruption involving a specific VoIP Services' element. Multiple instances of non-conformance affecting the same specific VoIP Services during a particular month will not be eligible for multiple service credits, however, if approved they will be applied toward the accumulated monthly statistics. Service credits will not be available for any VoIP Services terminated by Customer for cause pursuant to the terms of the Agreement. Service credits may not be carried over into subsequent months and apply only to the month in which they are issued, regardless of balance owed.

If an incident affects the performance of VoIP Services and results in a period or periods of interruption, disruption, failure or degradation in VoIP Services, entitling Customer to one (1) or more credits under multiple SLA Objectives, only the single highest credit with respect to that incident will be applied, and Customer shall not be entitled to service credits under multiple SLA Objectives for the same incident.

For purposes of calculating service credits, each month is considered to have 30 days.

Eligibility for Service Credits

To be eligible for a service credit, Customer must: (a) open a valid trouble ticket documenting the problem and the SLA Objective's non-conformance; and (b) timely request the applicable service credit by (i) emailing dataservicesrepair@granitenet.com with "VoIP - Service Credit Request" in the subject header or (ii) contacting Customer's Granite premier representative, within thirty (30) days after the trouble ticket is closed by Granite. Each service credit request must reference the applicable trouble ticket number(s) and circuit identifier(s) for the circuit elements associated with the non-conforming event. Service credit requests will not be accepted for open trouble tickets.

Granite, without notice and at its sole and absolute discretion, may limit or eliminate Customer's eligibility to receive service credits if (a) Customer account is not current and in good standing; (b) Customer was in default of any payment or other terms at the time of the incident generating the service credit claim or prior to Granite issuing the service credit; (c) Customer has submitted an excessive number of rejected service credit claims or attempted to



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use the service credit process in a frivolous or fraudulent manner; and/or (d) Customer is in violation of Granite's Acceptable Use Policy or Moderation of Use Policy covering the affected VoIP Services.

Service credits will be determined based upon if the actual monthly average of such parameter exceeds the SLA Objective, except for Network Availability which will be calculated on a cumulative basis in a given month. Service credit requests will be reviewed and evaluated by Granite in relation to the relevant accumulated statistics in the month during which an SLA Objective's non-conforming event is alleged to have occurred. Granite's determination as to whether a SLA Objective has or has not been met shall be final. Service credit requests encompassing multiple months will be prorated in accordance with the statistical accumulations for the month in which the non-conformance occurred. Granite shall have thirty (30) business days to respond from the end of the month in which the service credit request is submitted. Service credit requests approved by Granite will be credited to Customer's account on the next billing cycle that begins after the service credit approval.

Cumulative service credits in any one (1) month must exceed \$25.00 to be processed. In no event shall Granite's total liability for any and all interruptions, disruptions, failures, and/or degradations in VoIP Services (including, without limitation, any failure to meet any SLA Objective set forth in this Service Level Agreement) exceed one hundred percent (100%) of the MRC for the affected VoIP Services.

4. Specific Exclusions. SLA Objectives do not include periods of service outages or other service level deficits, in whole or in part, due to any of the following causes and/or exclusions:

- Customer fails to report the issue or request a trouble ticket.
- Service interruptions or delays arising out of or in connection with, but not limited to, the following: (a) any act or omission on the part of Customer or a third party; (b) interruption occurring because Customer elects not to release the Service for testing and repair by Granite but continues to use it on an impaired basis; (c) failing to provide access to Customer premises as reasonably requested by Granite or its agents to enable Granite to comply with its obligation, including having a Customer representative present to assist in performing diagnostic testing and to resolve problems should they exist; (d) the failure of a service or equipment that is not part of VoIP Services; (e) any inside wiring; and/or (f) CPE, router or firewall configuration changes made by Customer or made in response to security threats, breaches or attacks.
- Granite or Customer's scheduled outages, network maintenance or emergency maintenance.
- Any force majeure event beyond the reasonable control of Granite including, but not limited to cable cuts.
- Any failure, issue or delay associated, in whole or in part, with Off-Net Services, including but not limited to, local access and cross-connects.
- Any failure, issue or delay associated, in whole or in part, with Customer's or third party's software, equipment, applications, facilities and/or internal network.
- Any event or occurrence that results in "no trouble found" by Granite.
- VoIP Services that have not been accepted by Customer or issues that occur within the first thirty (30) days of the Activation Date of the specific VoIP Services.
- VoIP Services that do not directly interface a port on Granite's or its Provider's network via physical or logical connection.
- During emergency network conditions where dynamic rerouting is required.
- Only apply to circuits originating and terminating in the contiguous United States.

5. Miscellaneous. Granite, in its sole discretion, may change, modify, revise, amend and/or restate this SLA and/or any SLA Objective from time to time without notice. Such changes or revisions shall be deemed effective upon posting of an updated VoIP Services (On-Net Services) SLA to the Granite website at www.granitenet.com. Capitalized terms not defined herein shall have the meaning set forth in the General Terms of Service or the applicable Additional Terms of Service.

Dated and effective as of April 30, 2014.