

Business Cloud Communications



Service Level Agreements: Technical Standards of Performance

Priority Definitions & Response Time

All incidents escalated by Customer to US Signal should be assigned the appropriate priority (by Customer) from level 1 through 5 based on the descriptions below. US Signal response time will be based on the priority of the issue. Response time is calculated from the time the Customer dispatches the ticket to US Signal until the time when US Signal provides a response to the ticket; note that a response may not constitute a work-around or a permanent solution.

Priority Level	Description	Response Time	Resolution Time
1	Priority 1 is reserved for critical, system-wide outages that affect all subscribers. Examples include the inability to place or receive calls or all Devices de-registering.	20 minutes	All US Signal resources are mobilized to resolve the issue
2	Priority 2 is reserved for critical service outages that don't meet the Priority 1 severity. Examples include service outages that are limited to a specific geography or issues with specific features or functionality that is not working properly.	1 hour	Designated US Signal resources are mobilized to resolve the issue
3	Priority 3 issues impact subscribers but are not critical. Examples of priority 3 issues would be carrier related issues, call quality problems, Device related issues or service requests.	4 business days	Next applicable software release
4	Priority 4 issues are based on a low urgency and business impact. Priority 4 issues are similar to priority 3 issues but either have less impact or lower urgency.	8 business hours	Defined on a case-by-case basis
5	Priority 5 issues are for feature requests.	3 business days	N/A

Service Levels

Core Services

Core Services are considered "unavailable" if the Business Cloud Communications Platform is unable to process calls for reasons other than an Excused Outage. Unavailability is calculated from the time at which Customer submits a ticket with the US Signal Technical Operations Center reporting an outage until the time at which availability is reestablished. For clarity, any Core Services impacting event originating in Customer's network, or any Third-Party Service, will not impact the Core Services unavailability calculation. If Core Services are unavailable for more than 10 minutes during any calendar month, Customer will be entitled to a service credit on the following month's invoice. The credit amount will be calculated by multiplying the total monthly charges for products by the percentage of subscribers impacted by the outage (based on best effort calculations using call detail records or other data), multiplied by the applicable Service Level Credit stated in the chart below.

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit
00:00:01 - 00:10:00	0%
00:10:01 - 00:60:00	3%
00:60:01 - 02:00:00	5%
02:00:01 +	10%

Supporting Services

Supporting Services are considered "unavailable" if a Supporting Service is inoperable for reasons other than an Excused Outage. Unavailability is calculated from the time at which the Customer submits a ticket with US Signal Technical Operations Center reporting an incident until the time at which the Supporting Service is reestablished. For clarity, any supporting service impacting event originating in Customer's network or any Third-Party Service will not impact the Supporting Services Availability calculation. If Supporting Services are unavailable for more than 60 minutes during any calendar month, Customer will be entitled to a service credit on the following month's invoice. The credit amount will be calculated by multiplying the total monthly charges for products by the percentage of subscribers impacted by the outage (based on best effort calculations using call detail records or other data), multiplied by the applicable Service Level Credit stated in the chart below.

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit
00:00:01 - 00:60:00	0%
00:60:01 - 04:00:00	3%
04:00:01 - 12:00:00	5%
12:00:01 +	10%

To request a credit, Customer must deliver a written request to US Signal (with sufficient detail) within 30 days of the end of the month in which the credit was accrued.

Chronic Outage

If the Core Services are unavailable for more than 24 hours in the aggregate in any 30-day period, excluding any Excused Outage (a "Chronic Outage"), Customer may, as its sole remedy, terminate this agreement without penalty, payment of early termination fees, or payment of liquidated damages. This termination right based on a Chronic Outage must be exercised (via formal notice to Alianza) within 30 days of the event giving rise to it.

Scheduled Maintenance

US Signal shall provide Customer a minimum of 3 days' prior notice before a Scheduled Maintenance is performed. Commercially reasonable efforts will be used to perform Scheduled Maintenance between 12:00 AM and 3:00 AM Mountain Time. US Signal does not provide notice for

maintenance, bug fixes, platform upgrades and new feature releases that are reasonably determined not to result in a risk of service disruption.

Definitions

In addition to the definitions elsewhere in this Agreement, the following definitions apply:

- **Core Services** means all components, features and functionalities of the Cloud Communications Platform that are required to perform and maintain real time processing of End-User telephone calls. For clarity, Core Services do not include Carrier Services or any other Third-Party Services.
- **Excused Outage** means Scheduled Maintenance or a Force Majeure Event.
- **Scheduled Maintenance** means the time that Alianza schedules in advance to perform and implement maintenance, bug fixes, platform upgrades and new feature releases on the Cloud Communications Platform, which may result in a service disruption.
- **Supporting Services** means the elements of Business Cloud Communications Platform that are not required to maintain real time processing of End-User telephone calls. Examples of Supporting Services include the administrative portal, End-User portals, Alianza's API and messaging services. For clarity, Supporting Services do not include Third-Party Services.
- **Platform Provider** means the provider of the Business Cloud Communications Platform and underlying infrastructure. Alianza is the Platform Provider for Business Cloud Communications.