



BCM One HyperNetwork Service Level Agreement

This Service Level Agreement (“SLA”) sets forth the performance metrics applicable to BCM One’s HyperNetwork Services (the “Service”). The provisions of this SLA state Client’s sole and exclusive remedies for Service interruptions and Service deficiencies of any kind. Unless otherwise specified herein, all capitalized terms shall have the same meaning as defined in the Agreement (as defined below).

Definitions

The following terms and definitions shall be used in this Service Level Agreement:

Agreement – Means Client’s Master Service Agreement (“MSA”), together with any Service Orders, Rate Schedules, Service Addendums and any other documents referred to therein and made part of the agreement.

Force Majeure – As defined in the Client’s Agreement.

Local Loop – A “Local Loop” is the physical connection provided by a third-party service provider delivering physical connectivity between the Client and the BCM One network and service facilities.

Measurement Period – The measurement period begins on the first day of each calendar month and ends on the last day of the same calendar month. For service initiation, the measurement period begins on the first day of the next full month after service is initiated. For service termination, the final measurement period is the last full month prior to service termination.

Outage – An Outage is defined as the Client’s inability to make or receive any telephone calls because of application or network issues related solely to network elements directly under the exclusive control of BCM One.

Scheduled Maintenance – Means any time period during which the Service will not be available as determined by BCM One with notice to Client via email or other communication at least three (3) days before maintenance is scheduled to begin.

SIP Trunk – A “SIP Trunk” is a virtual pipe that is utilized to provide SIP service. A single SIP Trunk may have multiple concurrent call sessions associated with it.

HyperNetwork – BCM One’s patented HyperNetwork maximizes reliability and control of DID routing. HyperNetwork Clients are afforded additional DID redundancies.

Service Availability

Service Level Commitment

BCM One is committed to maintaining an end to end, Service and Network Availability (as defined below) of 99.9 %.

Required Client Participation for HyperNetwork Users

HyperNetwork Clients will review and implement BCM One redundancy and security measures for using BCM One service as outlined in the implementation and planning guide which will be provided to Client when the Service is onboarded. Failure to set up BCM One redundancy measures will void this SLA.

HyperNetwork Clients must have all new or ported DID's which must be pre-qualified and approved by BCM One for HyperNetwork access and footprint coverage.

Measurement

The availability of the Service ("Network Availability") is measured by "Network Downtime", which exists when a particular BCM One Port is unable to transmit and receive data. Network Downtime is measured from the time a trouble ticket is opened by the Client to the time the Affected Service is restored and again able to transmit and receive data. "Affected Service" means the Port that fails to meet the applicable Goal. If Client is due credits pursuant to this SLA, Client may not leverage any other SLA(s) and apply it to the same event.

"Service or Network Availability" is the ratio of time the core service and network are capable of accepting and delivering information to the total time in the Measurement Period. Service and Network Availability are expressed as a percentage.

Components Included

This is a Service and Network wide measurement.

Components Excluded

The following shall be excluded from any service or network outage time when calculating the Service and Network Availability ("Excused Outage"):

- Service and/or network downtime during any scheduled or emergency maintenance periods.
- Service interruptions, deficiencies, degradations or delays during any period in which BCM One or anyone on its behalf are not afforded access to the premises where access lines associated with the Service are terminated or BCM One Equipment/Hardware is located.
- Service and/or network downtime due to Force Majeure.
- Failures due to the Local Loop facilities.
- Client's own negligent, reckless or intentional acts or omissions.
- Service and/or network downtime due to failure of any network or system provided by Client or any third party.
- Service downtime or failure due to transport services provided to Client by a third party.
- Service and/or network downtime due to incorrect routing, setup, or provisioning of Client's IP PBX or other CPE, which is the responsibility of Client regardless of who provided the equipment.
- Service downtime related to any lines added, removed, or re-configured during the month.
- Service downtime associated with lines used as backup or alternate routes.
- "No Trouble Found" trouble tickets.

Service and/or Network Availability Remedies

Upon notification by the Client and verification by BCM One that the Service and/or Network Availability is below the committed Service and Network Availability for the Measurement Period, BCM One shall apply a credit equal to ten percent (10%) of the monthly service charge for the affected SIP Trunk pursuant to the parties Agreement. Such credit shall be Client's sole and exclusive remedy for BCM One's failure to meet the committed Service and Network Availability. Client must request credit within sixty (60) days of the validated Outage. BCM One reserves the right to determine if an Outage is considered a validated Outage. Requests for credits may take up to 30 days to research and review; Client remains responsible for paying its invoices and will receive a credit after the 30-day review period.

Mean Time to Respond

Service Level Commitment

BCM One will use commercially reasonable efforts to maintain a maximum Mean Time to Respond of two (2) hours. BCM One will accept trouble calls from Client 24 x 7 x 365. All calls should be made to 888.543.2000. Client may also contact BCM One by opening a trouble ticket. Within two (2) hours of opening a trouble ticket, a BCM One representative will attempt to contact the Client and inform the Client of the Estimated Time to Restore ("ETTR"). If a significant change in the ETTR occurs, BCM One will attempt to provide an update to the ETTR to the Client. All trouble tickets should be directed to troubleticket@bcmone.com.

Mean Time to Restore

Service Level Commitment

BCM One will use commercially reasonable efforts to maintain a maximum Mean Time to Restore of four (4) hours.

HyperNetwork Routing - BCM One will use commercially reasonable efforts to change an underlying carrier route on HyperNetwork DIDs to meet maximum Mean Time to Restore set forth above.

Maximum Allowable Remedy

At no time will multiple remedies be provided to the Client for the same, similar or related problems on the same SIP Trunk. Client's sole and exclusive remedy for BCM One's failure to meet the committed Service Availability or other failure to meet the foregoing guidelines shall be the credit outlined in the applicable section. The maximum allowable remedy in a given Measurement Period will be ten percent (10%) for each line or user service affected.

THE CLIENT UNDERSTANDS THAT THE SERVICES, NETWORKS AND EQUIPMENT REFERRED TO HEREIN WILL BE FURNISHED "AS IS" AND WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED. OTHER THAN ANY LIMITED WARRANTY THAT MAY BE GIVEN TO CLIENT UNDER THE PARTIES MASTER SERVICE AGREEMENT, BCM ONE MAKES AND CLIENT RECEIVES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, IN THIS SLA OR IN ANY COMMUNICATION WITH CLIENT REGARDING SUCH SERVICES, NETWORK OR EQUIPMENT. BCM ONE SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. BCM ONE EXPRESSLY DISCLAIMS RESPONSIBILITY FOR THE CONTENT OF INFORMATION TRANSMITTED BY CLIENT OR THE RESULTS OF ANY TRANSMISSION. BCM ONE DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES, NETWORKS OR EQUIPMENT COVERED BY THIS SLA WILL BE UNINTERRUPTED OR ERROR FREE.

Chronic Outage

Client understands that minor interruptions in service may occur during BCM One's provision of HyperNetwork Services to Client. As used herein, the term Excused Outage shall have the same meaning as set forth in this SLA. All other outages are "Non-Excused Outages." In the event Client: (i) opens five (5) or more trouble tickets for the same trouble within a thirty (30) day period, (ii) has one (1) service outage that has continued for twenty-four (24) or more consecutive hours, or (iii) has service outages of one hundred twenty (120) hours or more over one hundred eighty (180) consecutive days, and the cause of each such trouble is determined to be in BCM One's network, as Client's remedy, it may (a) give BCM One notice that it wishes to have BCM One migrate its telephone services to another BCM One SIP provider, and (b) BCM One shall comply at no cost to Client, provided that (i) Client gives BCM One notice of the event giving rise to its request for a replacement BCM One SIP provider within thirty (30) days thereof; and (ii) Client cooperates with BCM One in effectuating a replacement of the SIP provider. Any change to Client's Agreement resulting from an application of this clause must be in writing and signed by both Parties.