

7-Aug-2016

**NETWORK SERVICES  
MANAGED VOIP and INTERNET  
SERVICE LEVEL AGREEMENT**

This Service Level Agreement (SLA) is a part of, and except as expressly provided herein, is subject in all respects to the terms of the Master Services Agreement (MSA or Agreement) between Client and CIK Business Solutions ("CBS"). Capitalized terms used herein that are not defined in this SLA shall have the meaning attributed to them in the MSA.

**1. SERVICE COMMITMENT**

CBS is committed to providing a reliable, high-quality network to support its Managed Voice IP and Internet Services (Service). As part of this commitment, CBS is pleased to offer eligible Clients the following guarantees as concerns the Service in Canada:

- Network Availability Guarantee
- Network Latency Guarantee

The Network Availability Guarantee, Latency Guarantee and Packet Delivery Guarantee apply only to CBS Managed TOTAL VOIP and Internet Services Clients using CBS provided connectivity (Dedicated Access Clients - CBS Managed Ethernet in ON-NET buildings, or CBS Dedicated LOOP or Tail circuit for OFF-NET sites).

\*CBS dedicated fiber Internet services is considered best-effort services with an availability target of 99% and 48 hr Mean Time to Repair (MTTR). CBS Hosted VOIP Clients using a third party Internet connection, or any other "best-effort" service (such as ADSL or FTTN) as a means to connect to the CBS Managed Voice IP Services are not eligible to receive any Service Level Guarantees, as CBS cannot control the quality of that connection.

If CBS fails to meet any of these guarantees, it will provide eligible Clients with a Service Credit, as set forth below in this Service Level Agreement. This will be the Client's sole remedy, notwithstanding anything to the contrary in the MSA.

**2. GUARANTEES**

**A. NETWORK AVAILABILITY GUARANTEE.**

CBS guarantees Network Availability of the Service of 99.99% across its or its partners, facilities-based nationwide backbone and metropolitan Network. If the CBS Network experiences Network Unavailability for more than 48 hours, Client will receive, at Client's request, one (1) month Service credit. Client may obtain no more than one (1) month Service Credit for any given month. This guarantee doesn't include service interruption caused by suspending such as non-payment of overdue invoice or breaking of Acceptable User Policy.

**B. NETWORK LATENCY GUARANTEE.**

For Dedicated Access Clients only, the monthly average Network Latency for packets carried over the CBS Network between Backbone Hubs and to/from the PSTN for the following regions is as specified below:

North America: 100 milliseconds or less

Network Latency (or Round trip time) is defined as the average time taken for an IP packet to make a round trip between Backbone Hubs and between a Client phone to the PSTN within the regions specified above on the CBS Network.

After being notified by Client of Network Latency in excess of the rates specified above, CBS will use commercially reasonable efforts to determine the source of such excess Network Latency and to correct such problem to the extent that the source of the problem is on the CBS Network. If CBS fails to remedy such Network Latency within two (2) hours of being notified of any excess Network Latency, and average Network Latency for the preceding 30 days has exceeded the rate specified above, Client will receive, at Client's request, a Service Credit for the period from the time of notification by the Client until the average Network Latency for the preceding 30 days is less than the rates specified above. Client may obtain no more than one (1) month Service Credit for any given month.

### **3. ADDITIONAL DEFINITIONS.**

Dedicated Internet Access or Internet Transit refers to CBS's Layer 3 service that provides Client's access to the public Internet. Backbone Hub means a major network facility owned, operated, or controlled by CBS which is directly connected to the CBS or CBS partner fiber backbone network and which contains at least one Gigabit Switch Router (GSR). In larger metropolitan markets containing more than one such facility, one facility in that market will be designated as a Backbone Hub for the purpose of calculating the monthly average Network Latency.

On-Net means buildings that are directly connected to the CBS Network and/or CBS partner Network and, as such, do not require CBS to lease a third-party local loop in order to provide connectivity.

CBS Network means the telecommunications/data communications network and network components owned, operated or controlled by CBS, including CBS's and/or CBS Partner national fiber backbone, its metropolitan fiber networks, any equipment connected to such fiber, and the software, data and know-how used by CBS in the provision of the Services. Where CBS provides Service to a building through its own facilities, the CBS Network includes those facilities. The CBS Network does not include Client premises equipment, Client-ordered telephony circuits, and any networks or network equipment not operated and controlled by CBS.

Monthly Recurring Charge means the fixed, recurring charge invoiced by CBS to Client on a monthly basis for the Service, exclusive of any per minute charges based upon Client calling activity.

ME means Managed Ethernet aka Internet services.

Network Unavailability means the number of minutes that the CBS Network was not available to Client, including the number of minutes that the CBS Network was not available associated with any non-Scheduled Maintenance to the CBS Network. Network Unavailability will not include Scheduled Maintenance, or any unavailability resulting from: (a) problems with or maintenance on Client's applications, equipment or facilities; (b) acts or omissions of Client or an authorized user;

(c) unavailability caused by companies other than CBS, except CBS-ordered telephony circuits; or  
(d) Force Majeure.

Scheduled Maintenance means any maintenance of the CBS Network (or portion thereof) that is performed during a standard maintenance window in North America from 8:00pm to 6:00am (local time of the CBS Hub to which Client's circuit is connected). Clients will be notified via Email at least ONE (1) business days in advance of any scheduled maintenance that is likely to affect their service. In most cases, maintenance performed will not take the full configuration window; however, CBS will inform Client as to anticipated duration in the maintenance notification E-mail.

Service Credit means

- One (1) month Service Credit = Full amount of Client's Monthly Recurring Charges.

If CBS approves a claim for Service Credit for failure to comply with the Installation Guarantee, Service Credit shall mean CBS's charge for Client's first full month of the Service, not including installation charges or other start -up fees.

TVM means Total Voice Management services.

#### **4. SERVICE CREDIT CLAIM PROCESS**

In order to initiate a claim for Service Credit, Client must contact CBS's Client service group within seven (7) business days after the end of the month for which credit is requested. The Service Credit request must provide: (a) the Client name and contact information; (b) the date and beginning/end time of the claimed outage or failed metric; and (c) a brief description of the characteristics of the claimed outage or failed metric. Client will be notified via e-mail upon resolution of the request. If rejected, the notification will specify the basis for rejection. If approved, CBS will issue Service Credit to Client's account, appearing on the next invoice issued. Multiple Service Credits will not be given for the same period of time, i.e., failure to meet multiple criteria during a period of time generates only a single Service Credit. The total number of all Service Credits for all failures to meet Guarantees occurring in a given month may not exceed the total Monthly Recurring charge actually paid by Client for Service during that month. Service Credits will be credited against a Client's monthly payment for Monthly Recurring Charges and may not be received in the form of a refund. The Guarantees and Service Credits provided for in this SLA assume compliance by Client with the terms and conditions of its MSA with CBS and the failure of Client to comply with those terms and conditions may in validate CBS's guarantees provided herein. No credit is available for a Client (a) that is blocking CBS from monitoring Client's premises router and/or switch; (b) that does not provide the necessary access to personnel and facilities at the Client's premises to enable CBS to perform comprehensive troubleshooting; or (c) whose account is not in good financial standing with CBS. CBS is not liable for failure to fulfill its obligations hereunder if such failure is due to Client's tampering with any equipment, or acts beyond CBS's reasonable control, such as Force Majeure (as defined in the MSA).

Company: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Sign: \_\_\_\_\_