

Spectrum Enterprise Hosted Communications Service Level Agreement

This document outlines the Service Level Agreement (“SLA”) for Hosted Communications Service (the “Services”).

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the “Agreement”). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. This SLA document applies only to services provided over Spectrum Enterprise’s own network (“On-Net”) and not any portion that is provided by a third party. All SLA Targets in the table below are measured at the individual circuit or service level (i.e., up to and including the Spectrum Enterprise provided Local Area Network device), and any applicable credits are issued only for the affected On-Net circuit or service (the “Affected Service”). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

I. SLA Targets for On-Net Services:

Service Availability	Mean Time To Restore (“MTTR”)
99.99%	Priority 1 Outages within 4 hours

II. Priority Classification:

A “Service Disruption” is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption that interferes with the ability of a Spectrum Enterprise Hosted Communications Service to complete inbound and/or outbound voice calls. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise’s trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

“Service Degradation” means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, but Customer’s use of the Service is impacted.

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer’s premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts of omissions of Customer or Customer’s representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.

Spectrum Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	a. Service Disruption resulting in a total loss of Service; or b. Service Degradation to the point where Customer is unable to use the Service and releases it for immediate testing (each a "Priority 1 Outage").
Priority 2	Service Degradation where Customer is able to use the Service and does not release it for immediate testing.
Priority 3	a. A service problem that does not impact the Service; or b. A single non-circuit or trunk specific quality of Service inquiry.

III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the On-Net Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

IV. Mean Time to Restore ("MTTR")

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore an On-Net Service following a Priority 1 Outage in a calendar month, divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the On-Net Service.

MTTR per calendar month is calculated as follows:

$$\frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per On-Net Service}}{\text{Total number of Priority 1 Outage trouble tickets per On-Net Service}}$$

V. Network Maintenance

Maintenance Notice:

Customer understands that from time to time, Spectrum Enterprise will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum Enterprise will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum Enterprise will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

VI. Remedies

Outage Service Credits:

If the Downtime exceeds one (1) hour and/or the MTTR exceeds four (4) hours during any calendar month, and Customer has complied with the requirements in this SLA, then Customer may request credit(s) equal to the percentage(s) of the Monthly Service Charge for the affected Service as set forth in the table below. Any credits will be applied as an off-set against any amounts due from Customer to Spectrum Enterprise. All credits must be: (i) requested by the Customer within 30 days of a Service Disruption by calling the Customer Care Center and opening a trouble ticket, and (ii) confirmed by Spectrum Enterprise engineering support teams as associated with a trouble ticket and exceeding the allowable measurements.

SERVICE AVAILABILITY		MEAN TIME TO RESTORE (“MTTR”)	
Downtime	Service Credit	MTTR	Service Credit
> 15 minutes ≤ 24 hours	4%	> 4 hours ≤ 7:59:59 hours	4%
> 24 hours	33.3%	> 8 hours	33.3%

Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to Spectrum Enterprise's failure to meet any SLA Targets. Customer shall not be eligible for credits exceeding four (4) months of Customer's applicable Monthly Service Charges during any calendar year.

Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages that are eligible for credits in three (3) consecutive calendar months, then Customer may terminate the affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Customer may only terminate the affected Service; (ii) Customer must exercise its rights to terminate the affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Service Agreement; and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.