



5625 W Waters Avenue, Suite E
Tampa, FL 33634
Phone: 866-KUDUCOM | Fax: 866-860-7795
KUDUCOM.com

Hosted Voice Service Level Agreement

1. OVERVIEW & POLICY:

KUDUCOM is committed to provide the highest levels of performance, reliability and survivability of its VoIP services. As one measure of our ongoing commitment to excellent customer service, KUDUCOM provides a Service Level Agreement (SLA) covering our VoIP services and the ability for customers to determine adherence to these SLAs. If an Eligible Customer experiences performance that does meet the applicable commitments set forth in this SLA, then KUDUCOM will issue the Eligible Customer a Service Credit or, where specified, will allow the Eligible Customer to terminate such customer's service without a penalty.

This SLA describes KUDUCOM's target network performance and service level metric for its VoIP services. This SLA does not apply to Internet connectivity provided by third parties, although failure of the same to perform will affect the KUDUCOM VoIP Service. In the case of Dedicated Internet Access service provided by KUDUCOM to be used in conjunction with this Service, the applicable Dedicated Internet Access Service SLAs shall apply.

Each of the following metrics and credits are applied on a per-seat (extension) or per-site basis depending on type of outage.

2. SERVICE LEVEL COMMITMENTS:

2.1. SERVICE AVAILABILITY

- 2.1.1. Service Availability Commitment: KUDUCOM guarantees a Service Availability of 99.9% of the total applicable time for each month, otherwise a Service Credit will be provided to the Eligible Customer.
- 2.1.2. Service Availability Credit: 100% of the billed monthly recurring charges for the KUDUCOM VoIP service for the impacted month.
- 2.1.3. Extended Service Outages In the event that a Service Outage Time exceeds four (4) consecutive business hours within a 180 day service period, the Eligible Customer may immediately terminate such customer's service contract with KUDUCOM without any penalties or additional costs. Such cancellation shall require that the Eligible Customer complied with the qualifications as set forth in Section 3.

2.2. MEAN TIME TO REPAIR

- 2.2.1. Mean Time to Repair Commitment KUDUCOM guarantees a Mean Time to Repair of 4 hours or less for trouble tickets classified as Priority 1, otherwise a Service Credit will be provided to the Eligible Customer.
- 2.2.2. Mean Time to Repair Credit
Service Credit equal to the applicable percentage set forth in Table 1 below:

Table 1 – Mean Time to Repair Service Credit

Mean Time to Repair:	Service Credit
0 to 4 hours	None
4 hours to 6 hours	15% of Billed Monthly Recurring Charges
6 hours to 8 hours	30% of Billed Monthly Recurring Charges
Greater than 8 hours	50% Billed of Monthly Recurring Charges

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2.3. MEAN TIME TO RESPOND

- 2.3.1. Mean Time to Respond Commitment KUDUCOM guarantees a Mean Time to Respond of 30 minutes or less for trouble tickets classified as Priority 1, otherwise a Service Credit will be provided to the Eligible Customer.
- 2.3.2. Mean Time to Respond Credit Service Credit equal to the applicable percentage set forth in Table 2 below:

Table 2 – Mean Time to Respond Service Credit

Mean Time to Respond:	Service Credit
0 to 30 minutes	None
30 minutes to 60 minutes	15% of Billed Monthly Recurring Charges
60 minutes to 90 minutes	30% of Billed Monthly Recurring Charges
Greater than 90 minutes	50% Billed of Monthly Recurring Charges

3. QUALIFICATIONS:

In order to receive a Service Credit or terminate a service contract as outlined in Section 2, the Eligible Customer must first open a Trouble Ticket, as described in Section 4, to report a Service Outage or a Service Affecting Issue, and then submit a written request within 15 business days of opening said Trouble Ticket. For Installation Interval Credits, only the written request must be submitted. Such written requests shall be sent to Billing@kuducom.com with "Request for Credits" in the subject line. The Eligible Customer must include the following information when requesting the credit:

- (a) Trouble Ticket number,
- (b) The time the Trouble Ticket was opened and closed, and
- (c) The KUDUCOM Primary ID for the service location that experienced the Service Outage or Service Affecting Issue.

4. TROUBLE TICKET CREATION:

Customer may open a Trouble Ticket using one of the following methods:

- (a) Calling KUDUCOM's Network Operations Center at 866-KUDUCOM; or
- (b) Emailing KUDUCOM's Network Operations center at Support@kuducom.com;

The only method by which a customer can create or check the status of a Trouble Ticket during non-business hours is via phone call to KUDUCOM's Network Operations Center.

5. CREDIT STRUCTURE:

The non-compliance credit structure is based on monthly billing calculation or non-recurring billing calculations, depending on the specific Service Credit. For any billing month in which KUDUCOM fails to meet any one of the Service Level Commitments stated in Section 2.1.1 or 2.1.2, the credit structure outlined in this SLA will be applied to the net Monthly Recurring charges or Non-Recurring Charges as appropriate. Any decision made by KUDUCOM concerning this SLA or associated credits will be final and binding and is within the sole discretion of KUDUCOM.

In no event will the cumulative total of the Service Credits for all Service Level Commitments exceed their respective Monthly Recurring Charge or Non-Recurring Charge. For the avoidance of doubt, the MRC does not include any usage-based charges for international dialing, 411, Operator Assisted Dialing, DIDs, Porting Charges or other usage-based dialing services provided by the local exchange carrier. Moreover, the combined cumulative total of Service Credits issued during a Contract Year under these SLAs will not exceed 15% of an Eligible Customer's total monthly recurring charges or non-recurring charges for the Contract Year.

6. DEFINITIONS:

- 6.1. KUDUCOM Business Office Hours:** 8:00AM to 5:00 PM EST Monday through Friday.
- 6.2. KUDUCOM Support Hours:** 24/7/365
- 6.3. Contract Year:** The 12-month billing period commencing on the first day of the month after the Eligible Customer's KUDUCOM contract is effective and each successive 12-month billing period.
- 6.4. Eligible Customer:** Any customer who has purchased KUDUCOM voice services from KUDUCOM or a KUDUCOM authorized agent with a minimum 1 year term commitment and is in full compliance with the terms of its KUDUCOM voice service contract and meets any specific eligibility criteria set forth in the particular service commitment.
- 6.5. Installation Interval:** The total number of calendar days between the operational order entry date of a KUDUCOM VoIP order, excluding network design and order preparation time, and the date the applicable seat, or site, is installed and available for use. This includes both the provisioning tasks of the Local Exchange Carrier and those of KUDUCOM. The Installation Interval also assumes the customer passes automated credit check and does not require additional manual investigation.
- 6.6. Mean Time to Repair:** Monthly average of the time taken between opening an Eligible Customer's trouble tickets and restoring service for all Trouble Tickets designated as Priority 1 and Priority 2.
- 6.7. Mean Time To Respond:** Monthly average of the time taken for KUDUCOM to initially respond via phone to a service impacting Trouble Ticket logged by a customer.
- 6.8. Network Operations Center Hours:** 365 days per year, 7 days per week, 24 hours per day.
- 6.9. Primary Identification Number (Primary ID):** The identifying number assigned to a Customer's service. location by KUDUCOM.
- 6.10. Priority 1:** Trouble ticket classification for issues in which an Eligible Customer's service is down or inoperable
- 6.11. Service Affecting Issue:** An unscheduled period during which the Service performs irregularly or otherwise not up to normal specifications.
- 6.12. Service Availability:** Means the percentage of the time in a given month the Eligible Customer's KUDUCOM VoIP service was available. Service Availability is calculated as the total amount of time in a calendar month (30 days x 24 hours x 60 minutes) minus the total amount of validated Service Outage Time as measured by KUDUCOM trouble tickets, (excluding maintenance windows and planned outages) divided by the total amount of time in a calendar month and multiplied by 100.
- 6.13. Service Credit:** A portion or total of the actual billed monthly recurring or non-recurring charge for the affected port or site.
- 6.14. Service Outage:** An unscheduled period during which a customer seat or location is unable to send and receive calls using the KUDUCOM's core switch. Definition of a "Service Outage" does not include the failure or malfunction of any electrical power source, cabling, switching or other equipment not provided by KUDUCOM. To qualify for Service Outage remedies, the Eligible Customer Trouble Ticket must be properly classified as Priority 1.
- 6.15. Service Outage Time:** The period beginning when the Customer opens a Priority 1 Trouble Ticket with KUDUCOM for a Service Outage and continuing until the time such Trouble Ticket is cleared and the affected service is restored by KUDUCOM.
- 6.16. Trouble Ticket:** The tool by which an Eligible Customer reports a perceived Service Outage issue to KUDUCOM and the sole means by which Service Outage Time is calculated.

7. EXCLUSIONS:

All Availability, Mean Time to Respond or Mean Time to Repair measurements do not include periods of outages due in whole or in part to the following causes:

- 7.1.** Any act or omission on the part of the Eligible customer, any third party contractor or vendor, or any other entity over which the Eligible Customer exercises control or has the right to exercise control.
- 7.2** The Eligible Customer's applications, equipment or facilities.

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- 7.3** KUDUCOM Network's, its underlying carrier(s)' or the Customer's scheduled maintenance
- 7.4** Any event or occurrence that results in "No Trouble Found" resolution to Trouble Tickets
- 7.5** Any event or outage lasting under 60 seconds in duration
- 7.6** Force majeure event beyond the reasonable control of KUDUCOM including, but not limited to, acts of God, natural disasters, cable cuts, government acts and regulation and national emergency
- 7.7** Trouble Tickets associated with new installations
- 7.8** Interruptions associated with act or omission on the part of the Eligible customer or a third party, including, but not limited to, any local access provider, or an interruption where the Eligible Customer elects not to release the service for testing and repair and continues to use it on an impaired basis.
- 7.9** Interruptions during any period when KUDUCOM or its agents are not allowed access to the Customer premises where affected access lines are terminated
- 7.10** Master Trouble tickets opened by KUDUCOM or by a qualified third party on behalf of KUDUCOM such as those in the case of a fiber cut.
- 7.11** Interruptions associated with a failure of equipment provided by the Eligible Customer or a third party, including, but not limited to, any local access provider, or an interruption where the Customer elects not to authorize access to the equipment for testing.
- 7.12** Any failure or issue associated with the Eligible Customer's underlying network connection.
- 7.13** Time attributed to Eligible Customer's delay in responding to KUDUCOM's requests for assistance to repair an outage

8. AMENDMENTS:

- 8.1** KUDUCOM reserves the right to amend the SLA from time to time effective upon the posting of revised SLA metrics on KUDUCOM.com, so long as such amended SLA has the same customer protections for Extended Service Outages as contained in Section 2.1.3.

KUDUCOM

By: _____

Name: _____

Title: _____

Date: _____

Customer: _____

Signed By: _____

Name: _____

Title: _____

Date: _____

Initial _____