



SCHEDULE "A" TO
MASTER SERVICES
AGREEMENT
("AGREEMENT")

INTERNET AND DATA SERVICES

1. GENERAL

The TELoIP Internet and Data Services (“Service”) is provided to the Customer in accordance with the Agreement and this Schedule. Capitalized terms not defined in this Schedule have the meaning given them in the Agreement.

2. DEFINITIONS

“**High Availability Access**” – means that at least two of the access links in any T1ultra Product are from different carriers

“**Maintenance Window**” – means the period of time during which TELoIP performs regularly scheduled maintenance on its network and equipment

“**Service Outage Time**” – see Section 4.1 in this Schedule “A”

3. SERVICES COVERED BY THIS AGREEMENT

The Services that are covered by this Agreement are listed below:

T1ultra Products

T1ultra Products with Customer-Provided Links

The characteristics and applicable charges related to these Services are described in the Sales Orders that accompany this Agreement.

4. SERVICE LEVELS

Service Levels for Services covered under this Schedule “A” are listed and defined below, along with guidelines for a proper operating environment for TELoIP’s equipment.

4.1 SERVICE AVAILABILITY

Service Level Component	T1ultra Products	T1ultra Products with Customer-Supplied Link(s)
Service Availability (in %)	99.9	99.9*
Service Availability (in %) with High Availability Access	99.99	99.99*

* This is dependent upon TELoIP receiving a Letter of Authorization from the Customer that allows TELoIP to contact the carrier(s) supplying these links directly on service issues.

The basis for determining Service Availability will be Service Outage Time reported by the Customer and confirmed by TELoIP as tracked in TELoIP’s trouble ticketing system.

“Service Outage Time” in this Schedule “A” means the period of time in which the Services provided by TELoIP are unavailable. Service Outage Time begins when the Customer reports the trouble to TELoIP through the proper support channel (via either the TELoIP Help Desk phone number or e-mail) and releases the affected components to TELoIP, and ends when TELoIP notifies the Customer that the problem has been resolved and the components are available to the Customer to use. Service Outage Time does not include time in which the service is simply degraded or slow.

The formula for calculation of Service Availability is set out as follows:

(Total Time in the Month (in hrs) less Total Service Outage Time in the Month (in hrs))

Total Time in the Month (in hrs)

4.2 SUPPORT AVAILABILITY

The standard TELoIP Help Desk hours of coverage are between 8:00 am and 8:00 pm EST.

4.3 SCHEDULED MAINTENANCE

TELoIP performs periodic scheduled maintenance to ensure the quality and integrity of its network. TELoIP will provide the Customer notice of a minimum of ten (10) business days prior to a Maintenance Window.

4.4 OPERATING ENVIRONMENT FOR TELOIP HARDWARE

For optimal performance of hardware provided by TELoIP, the following guidelines should be followed:

- a) Hardware is maintained in a room where the temperature does not exceed 24 degrees Celsius and with adequate air circulation, free of obstruction within 6 inches;
- b) Nothing is placed on top of hardware, including additional equipment, papers or books;
- c) Hardware should be plugged into a customer-provided universal power supply (“UPS”) with a minimum 20 minute run time;
- d) All cables plugged into or attached to hardware should be slack;
- e) In order to facilitate physical troubleshooting, there should be easy access to the hardware.
- f) In locations that are prone to electrical surges or extreme weather conditions, surge protectors are recommended.
- g) Some TELoIP hardware is provided with warranty sticker. If this warranty sticker is broken, or if TELoIP determines that there is abuse of the hardware casing, hardware warranties and Service Availability commitments will be voided.

5. BURST USAGE

TELoIP will measure Customer’s bandwidth usage in five-minute intervals, for each point of connection between Customer and TELoIP (or its upstream provider), in two categories: incoming

and outgoing. At the end of each billing cycle, all data samples in each category will be sorted from highest to lowest and the top 5% of measurements will be discarded. The highest remaining data sample in the higher of the two categories will then constitute the Bandwidth Use Level for that particular billing cycle.

Burstable Bandwidth is the bandwidth usage calculated by subtracting Customer's committed level of bandwidth from the Bandwidth Use Level for a particular billing cycle; only a positive remainder shall calculate Burstable Bandwidth. Notwithstanding sub-paragraph 2.3(b) of the Master Service Agreement, invoicing for Customer's monthly recurring charge as set forth on any Service Order shall be monthly in advance for fixed or committed bandwidth, and monthly in arrears for Burstable Bandwidth charges.

6. BASIS FOR OUTAGE REFUNDS

- a) *Outage Refund.* If a Service covered by this Schedule "A" experiences outages for a cumulative period exceeding the minimum service level commitments in accordance with Section 4.1, the Customer will, upon request, receive a service credit equal to 1/30th of the monthly recurring charge for the affected Service for each incremental hour of unavailability. All credit calculations will be based on unavailability in one-hour increments. Any and all service credits shall not exceed 40% of the Customer's recurring monthly charges for the affected service for the month in which the service interruption occurred.
- b) *Restrictions.* The service level commitments set out in Section 4.1 and the duration of outage for the purposes of credits excludes:
 - I. short periods of temporary service degradation, such as slow data transmissions; and service interruptions due to scheduled or emergency network maintenance or facility maintenance by TELoIP, which will be notified to all Customers before they occur; and
 - II. service interruptions caused by circumstances beyond TELoIP's reasonable control, including where caused by individuals not directly employed by TELoIP, or caused by any act or omission of Customer, such as changes made to Customer's network without at least 30 days prior notification to TELoIP to allow TELoIP to adequately analyze such proposed changes and perform testing; and
 - III. unavailability or interruption or delay in telecommunications or third-party services; failure of third-party software or hardware; inability to obtain raw materials, supplies, or power needed for TELoIP's network; delay in transportation; or Force Majeure, as defined in the Agreement hereto.
- c) *Sole remedy.* The service credits in this Section 6 are Customer's sole remedy for failure by TELoIP to meet the service levels described in this Schedule "A".