



Service Level Agreement

Telinta strives to maintain 100% uptime for our hosted TeliCore™ platform. This document describes the Service Level Agreement we maintain with our customers. Where Telinta fails to meet a given standard of performance as defined below (a “Performance Standard”), Customer shall be eligible for a corresponding credit, also defined below (a “Service Credit”), subject to the qualifications contained herein.

Service-Level Goals

Telinta strives to ensure that the service we provide is usable as intended on a normal, day-to-day basis. We have engineered TeliCore with redundancy in key areas, deploying multiple components to prevent issues that can affect service. We also have buttressed the equipment in key areas with spares and automatic or manual fail-over. We continually evaluate new hardware and software that will make our service offering more reliable and more powerful. Since 2002, this methodology has proven successful in delivering the highly reliable solutions that our customers can rely on.

Our service delivery is provided using third-party carriers (e.g. Level3, Lighttower or Cogent) and the public Internet.

Switching, Billing and Customer Management services are based on a carrier-grade platform comprised of PortaSwitch from PortaOne and Telinta’s proprietary solutions.

For the service delivery, we pass on the best possible SLA from the underlying carriers, engineering our platform to avoid the potential for failure.

For data service within our network, we maintain a 100% packet transmission rate and a timely delivery of packets.

For Switching, Billing and Customer Management services, we pass on the best possible performance available on PortaSwitch and our proprietary solutions.

For the Internet services around the Globe, we pass on the best SLA from the involved ISPs.

We expect our service to be up 100% of the time, and consider any unplanned outage to be a major event. We take whatever steps are possible to repair all facilities problems and resolve issues as soon as possible.

Service Outages

On the occasion when service cannot be delivered at all due to some facilities failure, we consider that a service outage. When such an outage happens, we take immediate action, including, but not limited to:

- Opening a ticket with an underlying carrier;
- Opening a ticket with PortaCare from PortaOne;
- Engaging Telinta’s senior specialists to resolve the issue as soon as possible;
- Taking steps to limit the impact to our customers as much as possible.

Service outages take priority over all other provisioning and troubleshooting. This means that engineering and networking resources are directed to repair the outage as soon as possible, and we escalate with our carriers as quickly as we are allowed.

Degraded Service

On the occasion when a failure occurs and the service being delivered is affected, but can still fulfill its primary function (at some reduced level), then the service is considered to be in a *degraded* condition. For example, a failure in the web servers may cause a web portal to be unresponsive, but call processing is unaffected.

Unless other full service outages are occurring, degraded services get a similar level of attention as service outages.

Planned Work

From time to time, Telinta will need to make service-affecting changes to its network.

These may cause service outages or degraded service, depending on the nature of the work. These service outages are planned to occur during off-peak hours and are announced between one and three days prior to the planned date. We may also, if necessary, perform emergency network changes when the risk from a major outage is significant enough that we feel it prudent to make a service-affecting change outside of the maintenance window.

Telinta makes every effort to accommodate the needs of our Customers and will reschedule or otherwise adjust planned maintenance to minimize the impact to particular customers.

Credits and Cancellations for Service Violations

Should a service outage occur, customers may request a service credit.

Should an event be due to an Act of God, terrorism, civil unrest, cataclysm, or other similar circumstances completely beyond our control and ability to recover from, service credit may not be available.

Telinta will provide the following credits for service outages and degraded services:

- 25% of monthly fees for a service outage of more than four hours, or a degraded condition for more than twenty-four hours;
- 50% of monthly fees for a service outage of more than eight hours, or a degraded condition for more than 48 hours;
- 100% of monthly fees for any service outage of more than 24 hours, or a degraded condition for more than 96 hours.

An outage length is calculated based on the time the outage is reported to Telinta by the customer.

Exclusions

Service Outages or Service Degradations DO NOT include outages, degradations or malfunctions resulting from interruptions associated with a failure of equipment or service not provided by Telinta, including but not limited to:

- VoIP Termination and DID Vendors
- Customer Premises Equipment
- Customer's proprietary components i.e. web servers, web portals, predictive dialers, softphones and the other components interoperating with the Telinta's TeliCore platform.