

Jabo Communications

Service Level Agreement

Services

(A) Availability Service Level. The Availability Service Level for this Service is 99.9% in a 30 day month. Service is considered “unavailable” if it is unable to send or receive traffic for reasons other than an Excused Outage. An unavailability event is measured from the time Customer opens a trouble ticket with JABO until the affected Service is restored. In the event that Service is unavailable, Customer will be entitled to a service credit off of the Monthly Recurring Charge (MRC) for the affected Service based on the cumulative unavailability of the affected Service in a given calendar month as set forth in the following table:

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit (% of MRC)
00:00:01 – 00:43:00	0%
00:43:01 – 02:00:00	5%
02:00:01 – 04:00:00	15%
04:00:01 +	25%

(B) Voice Call Success Rate (CSR). The CSR Service Level for Voice Service is 99.9% per month. CSR is measured by JABO as a monthly average across the JABO network calculated based on the number of voice sessions established against the total sessions offered. In the event JABO does not meet the CSR Service Level for reasons other than an Excused Outage, Customer will be entitled to a service credit off of the MRC for the affected Service in the particular month as set in the following table*:

CSR	Service Level Credit
98 – 99.90%	5%
94 – 97.99%	10%
90 – 93.99%	15%
89.99% or less	25%

*The CSR Service Level does not apply during the 90 days following the Service Commencement Date.

(C) Limitation. The Service Levels stated herein do not apply to any Services which originate or terminate outside of the United States. Customer will be entitled to receive credits on only one Service Level in any calendar month (even if JABO fails to meet more than one such Service Level). Customer will elect which Service Level it seeks to exercise when its claim for credits is made to JABO.

(D) Chronic Outage. As its sole remedy, Customer may elect to terminate any affected Voice Service prior to the end of the Service Term without termination liability if, for reasons other than an Excused Outage, the Service is “unavailable” (as defined in subpart A immediately above) for more than 1 consecutive hour in 3 consecutive calendar months, or for more than 24 hours in the aggregate in any calendar month. The termination right must be exercised within 30 days of the event giving rise to it.