

## Service Level Agreement - EXHIBIT A

### 1. OVERVIEW

Nexogy is committed to providing the highest levels of performance and reliability of its VoIP and Data services. As one measure of our ongoing commitment to excellent customer service, Nexogy provides this Service Level Agreement (“SLA”) covering our Voice or IP (VoIP) and Data services. If an Eligible Customer experiences performance that does not meet the applicable service level commitment(s) set forth in this SLA, then Nexogy will issue the Eligible Customer a Service credit as set forth below (“Service Credit” or “Credit”).

This SLA describes Nexogy’s target network performance for its VoIP and Data services. This SLA does not apply to internet connectivity provided by third parties, although failure of same to perform will affect Nexogy’s VoIP Service, which Nexogy will not be responsible for.

### 2. SERVICE LEVEL COMMITMENTS

#### 2.1 SERVICE AVAILABILITY

##### 2.1.1 Service Availability Commitment

Nexogy will attempt to maintain Service Availability of Customer’s ability to receive and send voice and data communications of 99.9% of the applicable time for each month, otherwise a Service Credit will be provided to the Eligible Customer pursuant to the terms set forth herein.

##### 2.1.2 Service Availability Credit

Prorated percentage of the Monthly Recurring Charge (“MRC”) or Non-Recurring Monthly Charge (“NRC”) for the Nexogy VoIP / Data Service for the impacted product and period.

#### 2.2 MEAN TIME TO REPAIR

##### 2.2.1 Mean Time to Repair Commitment

Nexogy will attempt to accomplish a Mean Time to repair of 4 hours or less for Trouble Tickets classified as a Priority High, otherwise a Service Credit will be provided to the Eligible Customer. A Trouble Ticket must be classified as Priority High by Customer to be eligible for the credit. A Customer classifies a Trouble Ticket as High Priority only by written notification to Nexogy.

##### 2.2.2 Mean Time to Repair Credit

The Service Credit shall equal the applicable percentage of the MRC or NRC set forth in the following table:

Mean Time to Repair	Service Credit
Up to 4 hours	None
4 to 10 hours	10% of MRC or NRC
Greater than 10 hours	15% of MRC or NRC

### 3. QUALIFICATIONS

To receive a Service Credit as outlined in Section 2, the Eligible Customer must first open a Priority High Trouble Ticket, as described in Section 4, to report a Service Outage or a Service Affecting Issue, and then submit a written request for a Credit to Nexogy within 15 business days of opening said Trouble Ticket. Such requests shall be sent to [billing@nexogy.com](mailto:billing@nexogy.com) with “Request for Credits” in the subject line. The Eligible Customer must include the following information when requesting a Credit.

- a) Trouble Ticket number
- b) The time the Trouble Ticket was opened and closed, and
- c) The Customer Name or Billing Number and location that experienced the Service Outage.

### 4. TROUBLE TICKET CREATION

Customer may open a Trouble Ticket using the following methods:

- a) Calling Nexogy’s Help Desk Center at 1-866-NEXOGY (639-6491) or 611 from any Nexogy phone
- b) Emailing Nexogy’s Help Desk at [support@nexogy.com](mailto:support@nexogy.com)

A customer can check the status of a Trouble Ticket during normal and non-business hours via phone call or email to Nexogy’s Help Desk.

### 5. CREDIT

The issuance of a Service Credit by Nexogy is based on a prorated monthly billing calculation, depending on the specific Service Credit. For any billing month in which Nexogy fails to meet any one of the Service Level Commitments stated in Section 2, the applicable Service Credit outlined in this SLA will be applied to the prorated MRC or NRC. Any decision made by Nexogy concerning the issuance of Service Credit will be made at Nexogy’s sole discretion.

In no event will the cumulative total of the Service Credits for all Service Level Commitments exceed the respective MRC or NRC to which the Service Credit is applied. For the avoidance of doubt, the MRC does not include any usage-based charges for international dialing, 411 or 311 calls, Operated Assistance Dialing, DIDs, porting Charges or other usage-based dialing services provided by the Local Exchange Carrier and does not include Web Portal or Console Assistant software applications. Moreover, the combined cumulative total of Service Credits issued during a Contract Year under this SLA will not exceed 15% of an Eligible Customer’s total monthly MRCs or NRCs for the Contract Year.

## 6. EXCLUSIONS

This Service Level Agreement does not apply to Service Outages, Service Affecting Issues or any service-related problems arising out of or relating in whole or in part to the following causes:

- a) 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.
- b) Any event or occurrence that results in “No trouble found” resolution to Trouble Tickets.
- c) Any event or outage lasting 300 seconds or less in duration.
- d) Force majeure event beyond the reasonable control of Nexogy, including, but not limited to, natural disasters, cable cuts, government acts and regulation (i.e. CALEA) and national emergency or any other matters beyond the control of Nexogy.
- e) Trouble Tickets associated with new installations.
- f) 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.
- g) Interruptions during any period when Nexogy or its contractors, agents and employees are not allowed access to the Customer premises where a Service Outage, a Service Affecting Issue or other Service problem is experienced.
- h) Any failure or issue associated with the Eligible Customer’s underlying network connection not provided by Nexogy.
- i) Time attributed to Eligible Customer’s delay in responding to Nexogy requests for assistance to repair a Service Outage, Service Affecting Issue, or other Service problem.
- j) Any breach of this SLA and the Nexogy Service Agreement to which this SLA is an exhibit.

## 7. NO BREACH OF THIS AGREEMENT/LIMITATION OF LIABILITY.

Nexogy shall not be in breach of this Agreement for failure to timely cure a Service Outage, Service Affecting Issue or service-related problem and Customer’s sole remedy in the event of a Service Outage, Service Affecting Issue or service-related problem shall be a Service Credit, if applicable.