



**Cypress Communications Service Level Agreement (SLA) Addendum**

This Service Level Agreement (“SLA”) Addendum to Cypress’ Master Terms and Conditions sets forth Cypress’ service level commitments for its voice and dedicated Internet access services. The voice services covered by this SLA apply to voice services provisioned through either Cypress’s digital voice service offerings (for example, Cypress Network, Cypress Network Enterprise and Cypress Digital offerings) or Cypress’ managed IP communications offerings (for example, Cypress IP and Cypress IP Enterprise offerings).

**Service Level Table**

1.	<b>Voice Service Availability Commitment Time of Major Outage (hr:min:sec)<sup>1</sup></b>	<b>Measurement Period</b>		<b>Service Level Credit<sup>2</sup></b>
	00:00:01 – 00:10:00	Total credits measured monthly by billing cycle; time of Major Outage is measured per incident; multiple Major Outages in one day are considered one incident		No Credit
	00:10:01 – 01:00:00			1 day
	> 01:00:01			1 day per additional hour of Major Outage
2.	<b>Internet Access Service Availability Commitment Time of Major Outage (hr:min:sec)<sup>1</sup></b>	<b>Measurement Period (Billing Cycle)</b>		<b>Service Level Credit<sup>2,3</sup></b>
	00:00:01 – 00:10:00	Total credits measured monthly by billing cycle; time of Major Outage is measured per incident; multiple incidents of Major Outages in one day are considered one incident		No Credit
	00:10:01 – 2:00:00			1 day
	> 2:00:01			1 day per additional 2 hours of Major Outage
3.	<b>Quality of Service (Internet Access Services)<sup>1</sup></b>	<b>Measurement Period</b>	<b>Service Level</b>	<b>Service Level Credit<sup>2</sup></b>
	<u>Latency</u> If greater than 55ms and not resolved within 2 hours after trouble ticket opened	Monthly by billing cycle	55 ms or less	20% of monthly recurring charges for affected Internet access service
	<u>Packet Delivery</u> If less than 99.5% and not resolved within 2 hours after trouble ticket opened	Monthly by billing cycle	99.5% or greater	20% of monthly recurring charges for affected Internet access service
4.	<b>Customer Service</b>	<b>Service Level (target response times)</b>		
	Major Outage (except for Excused Outage)	Within 4 hours after trouble ticket opened		
	Minor Outage (except for Excused Outage)	Within 24 hours after trouble ticket opened		
	1 to 5 MAC Requests	Within 3 Business Days after trouble ticket opened		
	5 to 10 MAC Requests	Within 5 Business Days after trouble ticket opened		
	More than 10 MAC Requests	Subject to scheduling by Customer and Cypress		
5.	<b>Installation Lead Times; Minimum Install and Expedite Fee by Order Size</b>			
	<b>Product/Service Change</b>	<b>Standard Install<sup>6</sup></b>	<b>Minimum Install<sup>6</sup></b>	<b>Expedite Fee by Order Size<sup>7</sup></b>
	Cypress IP	35 Business Days	15 Business Days	\$1,000 1 T1
	Cypress IP Enterprise	35 Business Days	15 Business Days	\$2,000 2+ T1s
	Cypress Network	35 Business Days	15 Business Days	\$750 1 T1
	Cypress Network Enterprise	35 Business Days	15 Business Days	\$1,500 2+ T1s
	Cypress Digital	15 Business Days	5 Business Days	\$500 All
	SmartNet Business Class Data (Shared, In-building)	10 Business Days	5 Business Days	\$500 All
	SmartNet Dedicated DS1, In-building	10 Business Days	5 Business Days	\$500 All
	SmartNet Dedicated DS1, Out-of-building	30 Business Days	15 Business Days	\$1,000 1 T1
	SmartNet Dedicated DS1, Out-of-building	30 Business Days	15 Business Days	\$2,000 2+ T1s
	SmartNet Dedicated Data DS3	40 Business Days	20 Business Days	\$2,500 per DS3
	Basic MACs <sup>4</sup>	5 Business Days	2 Business Days	\$100 All
	Complex MACs <sup>5</sup>	30 Business Days	15 Business Days	\$500 All

## Notes to Service Level Table

Note 1 – Major Outages and quality of service issues are only measured Monday through Friday, 7:00 am to 8:00 p.m. (EST), excluding holidays recognized by Cypress (“Normal Business Hours”). Service Level Credits do not apply to the period of any Major Outages or quality of service issues that occur outside of Normal Business Hours and do not apply to any Excused Outages.

Note 2 – Service Level Credits are applied against the invoice following the month of the credit or a reasonable period thereafter according to the following formulae – (days of Service Level Credit according to the above table) / (total days in billing cycle for the invoice that the credit is applied against) x the recurring charge for the service affected by the service level failure. The limitations and administration of Service Level Credits are described in Sections 3 and 4 below.

Note 3 – If the recurring charges for Internet access services are bundled with the recurring charges for voice services in a Service Order, then any credits applicable to Internet access services will be applied against 20% of the amount of the total monthly bundled recurring charges.

Note 4 – Basic MACs include adding up to 5 new phone sets, moving a phone, a call appearance change, simple inside wiring work, etc.

Note 5 – Complex MACs include installing 6 or more new phone sets, a new dedicated circuit, a service location move, a transfer of service, access increase that triggers a larger router, etc.

Note 6 – The standard install and minimum install time periods begin on the day after Cypress receives a signed Service Order from Customer. Installation of Services earlier than the Expedited Install Date is contingent upon Cypress receiving from Customer a signed Expedite Request Form that indicates an Expedited Install Date that is at least the minimum install lead time.

Note 7 – If Cypress does not deliver an expedited Service by the Expedited Install Date indicated on an Expedite Request Form, then Cypress will waive the expedite fee. The expedite fee is in addition to the applicable installation fees indicated in a Service Order or work order. Cypress’ installation process is further governed by the terms of its Installation Expedite Policy.

All capitalized terms in this SLA that are not otherwise defined in this SLA have the meanings set forth in Section 5 below, or in Cypress’ Master Terms and Conditions at <http://www.cypresscom.net/terms.html> (the “MTCs”) or the applicable Service Order.

## SLA TERMS AND CONDITIONS

**1. Covered Components.** This SLA applies to all equipment, cabling, distribution facilities and network facilities that are under the direct control of Cypress and that are used to provide voice services or Internet access services to Customer (the “Network”). This SLA does not apply to the public Internet, Customer’s PC, router and hub (unless the router and hub are provided by Cypress), ILEC local loops, and any other equipment, cabling, distribution facilities or other network facilities that are not in Cypress’ direct control including, but not limited to, equipment, cabling, distribution facilities and network facilities that are controlled by Cypress’ service providers. For example, if Customer connects a managed IP communications handset provided by Cypress to a DSL or other high speed Internet connection that has not been provided by Cypress, then this use is considered “off-net” and this SLA will not apply because Cypress does not have direct control of the high speed Internet connection. However, if Customer connects a managed communications handset provided by Cypress to a high speed Internet connection provided by Cypress, then this use is considered “on-net” and this SLA will apply.

### **2. SERVICE LEVEL METRICS**

**2.1. Grade of Service for Voice Services.** Cypress’ voice services are provided on a P.01 Grade of Service basis and are not designed to be used for call center, telemarketing or similar traffic. If Customer uses Cypress’ voice services for these purposes without Cypress’ consent, then Cypress can terminate the Service Order per Section 5.4 of the MTCs.

**2.2. Service Availability.** Cypress’ Network availability target for voice and Internet access services is an average of 99.99% per monthly billing cycle. If a Major Outage (excluding an Excused Outage) occurs with respect to Cypress’ voice services, or Cypress’ Internet access services, then Customer will receive the applicable Service Level Credit indicated in the Service Level Table. For voice services, the Service Level Credit will be applicable for those telephone extensions that are affected by the Major Outage. Service Level Credits do not apply to Minor Outages.

### **2.3. Service Quality (Internet Access Services Only)**

“**Latency**” – Latency means the average time an IP packet takes to complete a round trip between the Equipment located at Customer’s Premises and the Cypress hub.

“**Packet Delivery**” – Packet delivery refers to the IP packets that are actually delivered between the relevant hub routers. Packet loss refers to delivery failure of an attempted IP packet delivery between the relevant hub routers.

If Customer experiences service levels that do not meet the service levels indicated in the Service Level Table for Latency or Packet Delivery, then Customer will receive the applicable Service Level Credit indicated in the Service Level Table.

**2.4. Customer Service.** If Customer experiences a problem with services provided by Cypress, then Customer may report the problem to Cypress’ Customer Service Center. Cypress’ normal hours of operation are Monday through Friday, 7:00 a.m. to 8:00 p.m. (EST)

excluding holidays recognized by Cypress. Calls received outside of normal business hours will be answered by an after-hours operator who will page an on-call technician. Additional service charges may apply to after-hours, non-emergency service requests such as moves, adds or changes (MAC Requests).

### **3. SERVICE LEVEL LIMITATIONS**

3.1. Cypress has no support obligation or obligation to provide a credit with respect to (i) any person or entity other than Customer, and (ii) any off-net voice or data transmissions.

3.2. Cypress has no responsibility to support hardware, software or cabling that are not provided or maintained by Cypress. For example (and without limitation), Cypress has no obligation to support routers, switches, hubs, firewalls, personal computers, personal computer software and DSL/cable modems unless such equipment and software are provided by Cypress and located at the service location indicated in the applicable Service Order.

3.3. All Network performance parameters in this SLA are based on the assumption that the network and cabling at Customer's location that has not been installed or provided by Cypress is appropriately configured and is not damaged. If Cypress determines, in its sole opinion, that Customer's network and cabling is not appropriately configured or is damaged, then Customer will not be eligible to receive Service Level Credits.

3.4. THE SERVICE LEVEL CREDITS DESCRIBED IN THIS SLA ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND CYPRESS' SOLE LIABILITY, FOR ANY SERVICE FAILURE OR DELAY OF CYPRESS' VOICE OR INTERNET ACCESS SERVICES, OR ANY OTHER ISSUE AFFECTING THE PERFORMANCE OF CYPRESS' VOICE OR INTERNET ACCESS SERVICES. CYPRESS' LIABILITY IS FURTHER LIMITED BY SECTION 6 OF THE MTCs.

### **4. ADMINISTRATION OF SERVICE LEVEL CREDITS**

**4.1. Billing.** All Service Level Credits shall be issued to Customer's invoice following the month that the service level failure occurred or a reasonable period thereafter; provided that within fifteen (15) days after the date of the occurrence of the event giving rise to the credit, Customer notifies Cypress in writing that Customer is seeking a credit and specifies the basis for its claim. In no event will Service Level Credits be greater than the monthly recurring charge for the voice or Internet access service within any given monthly billing cycle. Customer will have 60 days after receipt of an invoice to dispute the application of Service Level Credits on that invoice.

**4.2. Calculation.** Total creditable minutes in any given monthly billing cycle will be calculated commencing on the date and time that Customer opens a trouble ticket with Cypress for the outage event, and ending when the event is corrected (excluding the period of any Excused Outage). Major Outages are measured on a per incident basis. Any Major Outage of 10 minutes or less in duration will not count toward the cumulative monthly Major Outage time. When calculating Service Level Credits, total creditable minutes in any given monthly billing cycle will not include any period of time during which Cypress' personnel are denied access to Customer's premises or other facilities necessary to remedy the problem. If one incident involves multiple service level commitment failures (for example and without limitation, when an Internet access service Network outage corresponds with a service quality deficiency), then the credits applicable to each service level are not cumulative. Customer will receive the highest available credit that applies to that incident. An incident is defined in terms of location, so for example if several telephone extensions experience an outage at one location then it counts as one incident for purposes of applying the Service Level Credit.

**4.3. Eligibility.** Customer will not receive Service Level Credits for any service interruption or other transmission problems caused by or contributed to by (i) Customer or Customer's end user(s), customers, suppliers, business partners or visitors, (ii) anyone other than Cypress, (iii) a Force Majeure Event (as defined in the MTCs), or (iv) the failure of an ILEC local loop. Customer is not eligible for Service Level Credits before successful installation of voice or Internet access services at Customer's location.

### **5. DEFINITIONS**

**"Excused Outage"** means a Major Outage that (a) relates to off-net services, or (b) is caused by or is the result of (i) a Force Majeure Event; (ii) Customer's act or omission, or that of Customer's employees, affiliates or agents or any other third party; (iii) the use or failure of any of Customer's equipment or facilities other than the Network, Equipment or Cypress' distribution facilities; (iv) planned outages for maintenance or repair that Customer schedules and approves in advance; (v) maintenance of the Equipment and Services performed outside of Normal Business Hours, (vi) a reassigned or revoked IP number, or (vii) the failure of an ILEC local loop.

**"Major Outage"** means (i) for voice services, any outage (excluding Excused Outages) in which at least 25% of the telephone extensions that are enabled with Cypress' voice service (whether through a digital voice service offering or a managed IP communication service offering) are unable to make or receive calls, excluding those telephone extensions that are sending or receiving calls off-net in the case of voice services provided through a managed IP communication offering; and (ii) for Internet access services, a complete failure of the Network to send or receive data transmissions.

**"Minor Outage"** means any outage of voice or Internet access service (excluding Excused Outages) that is not a Major Outage.

**"Service Level Credit"** is the credit indicated under the column heading "Service Level Credit" in the Service Level Table.