

Service Level Agreement (SLA)

GENERAL

1. This agreement should be read in conjunction with the Volli Communications, Inc. Contract. The terms agreed in the Contract will supersede any items in this SLA where there is duplication or omission.

Volli Communications, Inc. will take all reasonable steps to restore Service in accordance with this agreement.

We are committed to providing Volli Communications customers with the highest level of service. As part of this commitment, we provide a Service Level Agreement (SLA) of 99.99% for our services. This means that we guarantee that our services will be available and operational 99.99% of the time.

3. Neither party shall be liable to the other for failure to perform any obligation under this Agreement (other than an obligation to pay) where such failure was outside such party's reasonable control, including without limitation, the consequence of natural phenomenon, war, civil disorder, inclement weather, fire, failure or shortage of power supplies, seller failure, breach, or delay, industrial disputes, acts or omissions of government, acts or omissions of other telecommunications operators, compliance with statutory obligation, or any other cause beyond Volli Communications, Inc.'s reasonable control.

4. This Agreement may not be assigned or transferred by the Customer to any third party without the prior written consent of Volli Communications, Inc.

5. Nothing in this Agreement shall create or be deemed to create a partnership or the relationship of principal and agent between the parties.

6. No failure or delay by Volli Communications, Inc. in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right and no waiver by Volli Communications, Inc. of a breach of any provision of this Agreement shall be deemed a waiver of any subsequent breach of the same or any other provision. Any waiver or breach must be expressed in writing by the party waiving such breach.

7. If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part the other provisions of this Agreement and the remainder of the affected provision shall continue to be valid.

8. The rights of Volli Communications, Inc. under this Agreement are cumulative and in addition to any other right or remedy available to it at law or in equity.

9. This Agreement shall be governed by and construed in accordance with the laws of Ohio.

FAULT REPORTING

10. Category A (Critical) faults may be reported to **emergency_outage@vollicomm.com** 24 hours a day, 7 days a week. You must leave details of the fault and a member of our technical team will be contacted as a matter of urgency.

11. Category B faults should be reported to **support@vollicomm.com** to ensure that details can be logged accurately.

12. Category C faults are to be reported by email only to **support@vollicomm.com**

13. Before reporting a fault to Volli Communications, Inc., the customer will carry out full and comprehensive tests to determine the extent and location of the fault. All details to be included in fault report to assist with prompt resolution. It is the responsibility of the customer to use the correct reporting method for the grade of fault to be reported.

14. Once the fault has been logged fault investigation will begin. Volli Communications, Inc. will contact and liaise as appropriate with any 3rd party carrier/operator or service provider. Regular updates will be provided to the Customer as per agreed timescales and based on severity of the problem. Details of expected time to fix (if available) will also be provided by Volli Communications, Inc.

To be eligible for a credit, you must notify us of the service outage within five (5) business days of the service outage. You must also provide all information requested by us to verify the service outage, including but not limited to, the date, time and duration of the service outage.

Sample Calculation for Reimbursement for Outage:

Let's assume that the monthly service fee for the affected service is \$1,000 and the length of the service outage is 60 minutes.

Step 1: Calculate the percentage of monthly service fee for the affected service - $\$1,000 \times 0.01\% = \0.10

Step 2: Calculate the credit for the length of the service outage - $\$0.10 \times 60 \text{ minutes} = \6.00

Step 3: The credit will be applied to the next billing cycle as \$6.00.

Note: This is just a sample calculation and actual reimbursement amounts may vary based on the monthly service fee and the length of the service outage.

FAULT CATEGORY

15. Category A (Critical): – All inbound numbers have ceased to work. System is non-functional.

- Termination to all destinations has ceased.

16. Category B: – Customers are unable to interface with Volli Communications, Inc.'s network.

- One, or a batch of, inbound numbers are failing.

17. Category C: – Poor call quality is experienced to any destination. CDRs are unavailable online.

RESPONSE TIME

18. From the time of reporting, the target times to respond to Category A faults are as detailed here:

During office hours (09:00 to 17:30 EST, Monday to Friday) = 2 hours

Out of office hours (including public holidays) = 4 hours

19. From the time of reporting, the target time to respond to Category B faults is as follows:

During office hours (09:00 to 17:30 EST, Monday to Friday) = 4 hours

Out of office hours (including public holidays) = 6 hours

20. From the time of reporting, the target time to respond to a Category C fault is one working day.

FAULT CLEARANCE

21. On successful identification and rectification of the fault by Volli Communications, Inc., the Customer will be notified (where applicable), and will be requested to carry out a test to ensure that the fault has been cleared to their satisfaction. If it is identified that a fault is still apparent Volli Communications, Inc. must be notified accordingly, if no notification is received the fault will assumed to be clear.

ESCALATION PROCEDURE

22. If as a result of the service levels being breached, or as a result of a Category A Fault, escalation will be carried out as follows;

Email **emergency_outage@vollicomm.com** 24 hours a day, 7 days a week. You will be asked to leave details and a member of our technical team will be contacted as a matter of urgency.

PLANNED MAINTENANCE AND UPGRADES

23. Planned network maintenance or upgrades may be required from time to time. 7 day's notice will be given to all customers that may be affected by this type of outage.

24. Volli Communications, Inc. will use all reasonable endeavors to carry out this work with little or no disruption to customers but if Volli Communications, Inc. and the Customer cannot agree the timing of the outage Volli Communications, Inc.'s decision shall be final.

UNSCHEDULED MAINTENANCE

25. Under exceptional circumstances, it may be necessary to perform emergency maintenance, without prior notice. Volli Communications, Inc. will endeavor to provide as much notification as possible for emergency maintenance.

THIRD PARTY ATTRIBUTABLE FAULTS

26. If a fault is identified as being attributable to a third party (i.e. neither the Customer nor Volli Communications, Inc.), the fault shall be deemed to be the responsibility of Volli Communications, Inc. but no downtime will be included in Service reliability calculations. In such event, Volli Communications, Inc. will use all reasonable endeavors to restore the Service within the target times to repair.