

10D Tech Service Level Agreement

This Service Level Agreement sets out a description of how reports of system problems, called “Trouble Tickets”, are reported and characterized, as well as the Service Level Agreement with 10D Tech’s response and restoration time obligations for each.

Trouble Ticket Severity Classification

10D Tech determines Trouble Ticket priorities as defined below.

Severity Classification	Examples
Critical	Total System Outage; or Total service outage for other primary services related to 10D Tech’s Hosted PBX Solution including Voicemail, Auto Attendant, Conferencing and Mobility; or Total service outage affecting client connectivity (i.e., soft or hard clients cannot register to the service); or Loss of origination or termination capability for more than 5% of subscribers; or System congestion resulting in call blocking greater than 10% for greater than 60 seconds.
Major	Intermittent degradation of services; partial loss of access to provisioning; or The customer has been given a workaround but the situation still requires constant attention due to the temporary nature of the workaround; or Loss of access for routine administrative activity.
Minor	Non-system-affecting problems. Documentation inaccuracies Problems introduced through incorrect configuration of the system

Service Level Requirements for response, recovery and resolution times, by trouble ticket severity.

Severity	Recovery	Resolution
Critical	Total voice service outages: 90% in 2 hours after 10D Tech notification of incident* All other Critical trouble tickets: 90% in 4 hours after 10D Tech notification of incident*	All Critical trouble tickets shall be worked to service recovery. If follow-up is necessary, post service recovery, it will be followed up with a Major.
Major	n/a	90% resolved in 30-days or with next delivery of Maintenance Release **
Minor	n/a	90% resolved in 180-days

*In the event that the customer requests 10D Tech to delay trouble ticket resolution until an open maintenance window, 10D Tech reserves the right to include such delays in measuring the performance against the resolution targets.

If customer personnel are not able to maintain constant contact during the resolution of Critical trouble tickets, 10D Tech reserves the right to downgrade the category assignment of the trouble ticket.

**With the exception of critical issues, code changes are applied to the system through regularly scheduled maintenance releases which might not fall within the 30-day window.

Non-critical performance objectives for resolution may from time to time default to maintenance release schedules and maintenance window schedules for the 10D Tech’s Hosted PBX Solution.

The above service level requirements are applicable to 10D Tech's Hosted PBX Solution only and exclude ISP, networking, MPLS connections, service provider roles, responsibilities, channels or customer LAN/WAN systems and phones. 10D Tech will not be responsible for trouble ticket work and delays resulting from the customer's activities and responsibilities. Trouble ticket work and delays arising as a result will be billable at 10D Tech's then-current time and material rates.

Unavailability

At customer's request, 10D Tech will calculate Total Unavailability. Total Unavailability comprises the number of minutes in which the 10D Tech Hosted PBX Solution was completely unavailable or as mutually agreed to be performing so poorly as to be effectively unusable within the demarcation point of 10D Tech's data center infrastructure. Total Unavailability will be counted only if the customer opens a Critical trouble ticket over the phone with 10D Tech's customer support within twelve (12) hours of the total outage.

Exclusions

The following shall be excluded from the application of service level requirements and the measurement of Total Unavailability ("Exclusion"):

- Failure by the customer to open a critical trouble ticket over the phone with 10D Tech's customer support within twelve (12) hours of the total outage;
- Faults arising from the customer's telecommunications provider or their telecommunications provider's equipment or applications.
- Faults arising from the customer's or a downstream service provider's equipment or applications;
- Equipment outside of 10D Tech's data center demarcation including, but not limited to, phones, handsets, routers, switches, client registration errors, WiFi, 3G/4G/LTE, internet, MPLS, IP/Ethernet circuits, PSTN;
- Customer's or customer's agent's acts or omissions, or those of the downstream service providers;
- The duration of time required for customer and/or downstream service provider to provide 10D Tech's staff access to data needed to troubleshoot and isolate the causes;
- Reasons of force majeure, emergency or threat;
- The duration for which any service provided by customer is down or unavailable to 10D Tech; or
- Periods of notified maintenance.

Service Credits

After 10D Tech's closure of the critical trouble ticket, for each cumulative hour of Total Unavailability, customer's account shall be credited the pro-rated charges for one day of the monthly charges assigned to the respective End User and specifically affected by the total outage. The total calculated credit will be used to offset future months' service charges. Service credits have no cash value.

Customer's right to the aforementioned service credits shall be in full and final settlement of 10D Tech's liability for failure to achieve service level requirements.