

## 46 LABS ECO VOICE SERVICE LEVEL AGREEMENT

Last Edited 1-20-2020

This Service Level Agreement is effective as of the first day of the second month after initial installation of 46 Labs Eco Voice Service. This SLA sets forth the provisions and commitments relating to the Voice Service quality between 46 Labs and Customer. The provisions of this SLA state Customer's sole and exclusive remedies for Voice Service interruptions or Voice Service deficiencies. This SLA applies only to the Voice Service and does not modify or affect any other SLAs provided by 46 Labs (if any) for telecommunications or information services purchased by Customer pursuant to other service exhibits or agreements. This SLA is hereby added as a schedule to the Master Services Agreement between Customer and 46 Labs.

### 1 **Definitions:**

- 1.1 "Interruption", whether capitalized or not, shall mean a complete loss of service resulting in the inability to complete calls, either incoming or outgoing or both, due to an equipment malfunction or human errors for a continuous period of more than thirty (30) minutes. Interruption does not mean, and no allowance shall be given for, service difficulties such as slow dial tone, circuits busy, or other network and/or switching capacity shortages.
- 1.2 "Service Level Agreement" or "SLA" as used in this specific document shall mean the Service Level Agreement for the Voice Service and shall not refer nor apply to any other 46 Labs service including but not limited to plying to MPLS, internet, wireless, data, security, or any other services that are supplied in conjunction with or exclusive of the Voice Service.
- 1.3 "Voice Service" shall mean voice communications encapsulated into an internet protocol format for the purposes of transmission.

2 **Service Commitment.** 46 Labs will use reasonable efforts under the circumstances to maintain its overall network quality. The quality of service provided hereunder shall be consistent with other common carrier industry standards, government regulations and sound business practice

3 **Service Interruption Measurement.** An interruption period begins when Customer reports a service, facility, or circuit to be interrupted through the opening of a trouble ticket and makes it available for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If Customer reports a service, facility, or circuit to be inoperative but declines to make it available for testing and repair, it is considered to be impaired, but not interrupted and no service credit will be given.

4 **Credit for Service Interruptions.** A credit will be given for an interruption in service subject to the limitations set forth in this section.

4.1 For calculating credits, every month is considered to have thirty (30) days. A credit is applied on a pro rata basis against the monthly recurring charges for the affected service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. No credit will be given on the usage sensitive portion of the service.

4.2 A credit will be given for interruptions of 30 minutes or more. Credits will be calculated as follows:

4.2.1 if the interruption continues for less than 24 hours:

4.2.1.1 1/30th of the monthly recurring charge if it is the first interruption in the same billing period.

4.2.1.2 2/30ths of the monthly recurring charge if there was a previous interruption of at least 24 hours in the same billing period.

- 4.2.2 if the interruption continues for more than 24 hours:
  - 4.2.2.1 1/30 of the monthly recurring charge for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions.
  - 4.2.3 Two or more interruptions of thirty minutes or more during any one 24-hour period shall be considered as one interruption.
- 4.3 **Maximum Credit.** A credit will be applied only to the month in which the event giving rise to the credit occurred. The maximum credits for a specific outage will not exceed one (1) days' credit. In no event will the total credit, in the aggregate for all credits issued in one month exceed the equivalent of 100% of the relevant MRCs for the Voice Services. The provisions of this SLA state Customer's sole and exclusive remedies for Voice Service interruptions or Service deficiencies of any kind whatsoever. Credits attributable to any billing period for interruptions of any and all services shall not exceed the total monthly recurring charges for that period for the services and facilities furnished by 46 Labs rendered useless or substantially impaired. The credits set forth in this SLA shall be 46 Labs' sole liability and Customer's sole remedy in the event of any interruption. Unless otherwise specifically provided in this Agreement, under no circumstances shall an interruption be deemed a breach of the Agreement.
- 4.4 **Limitations on Credits.** No credit will be made for:
  - 4.4.1 interruptions where 46 Labs, pursuant to the terms of the Agreement, suspends or terminates service because of nonpayment of bills due to 46 Labs, unlawful or improper use of the facilities or service, or any other reason covered by the Agreement
  - 4.4.2 interruptions arising from the acts or omissions of, or non-compliance with the provisions of the Agreement or any schedule or attachment thereto by Customer or any authorized user, or any interruptions due to any party other than 46 Labs or for events happening on any other party's network, including but not limited to internet service providers or other common carriers connected to, or providing service connected to, the service of 46 Labs or to 46 Labs' facilities;
  - 4.4.3 interruptions caused by the negligence or willful act of the Customer;
  - 4.4.4 interruptions due to the failure or malfunction of non-46 Labs equipment, including service connected to Customer provided electric power;
  - 4.4.5 interruptions due to electric power failure where, by the provisions of this Agreement, the Customer is responsible for providing electric power
  - 4.4.6 interruptions of service during any period in which 46 Labs is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
  - 4.4.7 interruptions of service during any scheduled maintenance period or when Customer has released service to 46 Labs for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
  - 4.4.8 interruptions of service due to force majeure events as described in Section 10 of the MSA.
- 5 **Credit Requests.** In order to obtain credits under the above SLAs, Customer must request the credit within ten (10) calendar days from the date when the relevant SLA was not met. Credit requests must be made in writing to 46 Labs:

**By Mail to:**

46 Labs Communications LLC

**By Fax to:**

46 Labs Communications LLC

Attn: Support

Attn: Support

1503 E. 19th St.  
Edmond, OK 73013

1-405-340-1001

**By E-mail to:**

46 Labs Communications

[support@46labs.com](mailto:support@46labs.com)