

## Service Level Agreement

### ALLOWANCE FOR CREDITS FOR PRODUCT AND SERVICE OUTAGES:

A "Service Interruption" is defined, for the purposes of this Agreement, as a failure of the Protected Product or Service which renders such Protected Product or Service unusable by Customer. In the case of a Protected Product or Service Interruption, Customer shall be entitled to receive, as its sole remedy, a credit allowance for the period of Protected Product or Service Interruption as follows:

For Protected Product or Service Interruptions of greater than 3 hours, Customer shall be credited at the rate of 1/1440 of the monthly base price recurring rate or charge (as specified in the Product/Service Order Agreement) applicable to the Product or Service which is subject to the Service Interruption for each half-hour or Major Fraction thereof that a Product or Service Interruption continues; provided, however, that the maximum credit for all Product and Service Interruptions during a one-month period shall not exceed the monthly base price recurring rates and charges due Seller from Customer for the subject Product or Service. A Major Fraction of a half-hour shall be any period longer than 15 minutes, but less than 30 minutes. Each Product or Service Interruption is measured from the time a verifiable notification has been made to Seller by Customer, until the time of restoration thereof.

When capacity provided by the Seller includes more than one communication path, Product or Service, the Service Interruption allowance applies only to the path interrupted.

No credit allowance shall be given as to any Product or Service Interruption of 3 hours or less or arising out of the negligence or willful act or omission of Customer, its employees, agents, contractors, or any customer of Purchaser/Customer who ties into, has equipment at, or otherwise accesses any point of presence or other facility of Seller; the improper use of the Product or Service by Customer, its employees, agents, or contractors or any Customer's On-Site customers; the installation or removal of equipment of Customer located on premises owned or operated by Seller; the malfunction or failure to meet any applicable technical specifications of any premises, circuits, facilities or equipment used or provided by Customer or Customer's employees, agents or contractors or any Customer's On-Site Customer; maintenance or testing; or any event of Force Majeure as defined in Section "O", except to the extent Customer paid the amount that otherwise would have been a credit to Customer, pursuant to this Section. Additionally, no credit allowance shall be given as to any and all Off-Net Product or Service interruptions. For purposes of this agreement, "Off-Net Services" shall be defined as: A Product, Service or Traffic that originates from or terminates to any location that is not on the IRIS Network and is not controlled by or owned by IRIS NETWORKS.

Customer must orally report a Product or Service Interruption within three (3) hours of the initial occurrence and Customer must provide written notice of said outage within ten (10) business days of the occurrence before any credits are issued.

Customer shall be entitled to a credit against those monthly recurring charges set forth in the applicable Product/Service Order Agreement and will be determined in accordance with the formula below: **OUTAGE CREDIT = (HOURS OF OUTAGE – 3 HOURS) X EQUIVALENT MONTHLY PRICE OF AFFECTED CAPACITY/ 1440 HOURS**

Last Updated October 31, 2019