

Service Level Agreement

This Service Level Agreement (the “SLA”) is between OneStream Networks and its customers (the “Customer”) who execute Service Agreement Order Forms (the “SAOF”) for the purchase of certain services (the “Services”) as identified in the SAOF; said SAOF is incorporated herein by this reference. OneStream Networks and Customer may be referred to individually as “Party” or collectively as “Parties”.

I. Overview.

This SLA, along with the OneStream Networks Terms and Conditions, located at <http://onestreamnetworks.com/tc.pdf> are incorporated herein by this reference, describes OneStream Networks’ target network performance and service level metrics for the Services identified in Customer’s SAOF. Where OneStream Networks fails to meet a given standard of performance as defined below (a “Performance Standard”), Customer shall be eligible for a corresponding credit, also defined below (a “Service Credit”), subject to the qualifications contained herein. By executing the SAOF, Customer agrees that he or she has read this SLA as instructed in the SAOF, and that this SLA constitutes the entire agreement between OneStream Networks and Customer as to the credits available, except as provided in writing and executed by both Parties.

II. Definitions.

- a. Affected Service – OneStream Networks Service experiencing a Service Outage or a Service Degradation for which a Trouble Ticket has been opened.
- b. Combined Service – more than one Service purchased by Customer that are billed as a single product and therefore are not independently invoiced.
- c. Contract Year – a calendar year beginning on the Service Activation date.
- d. Customer Premise Equipment (the “CPE”) – equipment purchased by the Customer and used to support the Services on the Customer’s network.
- e. Data Services – Services purchased from OneStream Networks for data usage, including Services described as dedicated internet (“DIA”), multi-protocol label switching (“MPLS”), or Ethernet.
- f. Monthly Recurring Charges (“MRC”) – the charges billed by OneStream Networks to the Customer each month for provided Service, exclusive of usage fees, taxes, and other non-recurring charges.
- g. Service Outage – an unscheduled period during which the Services are interrupted and not usable.

h. Service Outage Time – the length of the Service Outage, beginning when the Customer first opens an appropriate Trouble Ticket and ending when the Service is fully functional; Service Outage credits will NOT be issued unless and until an appropriate Trouble Ticket is opened by the Customer.

i. Service Degradation – an unscheduled period during which the Services are available but do not perform as defined herein, including, but not limited to, circuit bouncing, call quality issues, or latency.

j. Service Degradation Time – the length of the Service Degradation, beginning when the Customer first opens an appropriate Trouble Ticket and ending when the Service is fully functional; Service Degradation credits will NOT be issued unless and until an appropriate Trouble Ticket is opened by the Customer.

k. Trouble Ticket – a record of a Service Outage or Service Degradation and its subsequent resolution, as recorded by OneStream Networks; Trouble Tickets are initiated by the Customer calling Customer Care at 800-869-0315, by e-mailing support@onestreamnetworks.com.

l. Trouble Ticket Number – the unique OneStream Networks number assigned to a Trouble Ticket.

m. OneStream Networks Circuit ID – the unique combination of numbers and/or letters assigned to data circuits provided by OneStream Networks.

n. OneStream Networks Point of Demarcation (the “OneStream Networks Demarc”) – the physical location in the Customer’s network at which OneStream Networks no longer maintains access to and control over the Service as provided by OneStream Networks. The OneStream Networks Demarc will vary depending on the Service(s) and CPE purchased or used by the Customer. OneStream Networks will issue no credits for Service Outages or Service Degradation caused by issues beyond the OneStream Networks Demarc.

o. Latency – the average time for internet protocol (“IP”) packets to travel over the underlying carrier’s network, presented in milliseconds and calculated as an average for a given calendar month.

p. Mean Time to Respond – the length of time between the Customer opening a Trouble Ticket and the Customer receiving acknowledgment from OneStream Networks of the ticket; this time is calculated as an average of all response times for the Customer’s Trouble Tickets in the preceding calendar month.

q. Mean Time to Repair – the length of time between the Customer opening a Trouble Ticket and OneStream Networks resolving the Service Outage or Service Degradation; this time is calculated as an average of all repair times for the Customer’s Trouble Tickets in the preceding calendar month.

r. Packet Delivery is defined as the successful delivery of packets between any two Customer ports on the OneStream Networks IP Network transiting the OneStream Networks IP Network.

s. Performance Standard – a level of support and regular maintenance provided with the Services, identified according to common measurement standards; where OneStream Networks fails to achieve a Performance Standard, the Customer will be eligible for a corresponding Service Credit.

t. Priority 1 – a Trouble Ticket level indicating the severity of the Service Outage or Degradation; Priority 1 Trouble Tickets include all Service Outages, also referred to as “down-hard” issues, and other severe Service Degradations.

u. Service Availability – the amount of time during a calendar month that the Service will be functional up to the OneStream Networks Demarc.

v. Service Credit – the amount of credit issued by OneStream Networks in response to a Customer’s Service Outage or Service Degradation, subject to the specifications and qualifications contained herein.

w. Voice Services – Services purchased from OneStream Networks, including Services described as Enterprise SIP Trunks, SIP Origination-Termination, Enterprise Hosted PBX, Hosted Contact Center, or Hosted IVR.

x. Jitter (or inter-packet differential delay) is defined as the delay between packets in their deviation or displacement as they traverse the OneStream Networks IP Network.

III. Qualifications.

In order to be eligible for a Service Credit as defined herein, Customers must first open a Trouble Ticket to report the Service Outage or Service Degradation. Customer must then e-mail billing@onestreamnetworks.com within thirty (30) days of Trouble Ticket closing to request a Service Credit. The e-mail should read “Request to Credit Billing” in the subject line, a short explanation of the credit due, and the corresponding Trouble Ticket Number.

a. Past-due Accounts – if Customer has a past-due balance on the account, review of any credit requests will be delayed until the past-due amount is resolved.

b. Finality of Decisions – awards or denials of credits under this SLA by OneStream Networks will be final and binding; credits may be issued at OneStream Networks’ sole discretion.

IV. Performance Standards.

a. The following Performance Standards apply to Voice and Data Services:

i. Mean Time to Respond – The Mean Time to Respond to a Trouble Ticket varies according to the Ticket’s priority:

1. Priority 1 – thirty (30) minutes

ii. Mean Time to Repair – OneStream Networks guarantees a Mean Time to Repair of four (4) hours for Priority 1 Trouble Tickets.

iii. Service Availability – OneStream Networks guarantees Service Availability ninety-nine and nine tenths percent (99.99%).

b. The following Performance Standards apply only to Data Services:

i. Latency – OneStream Networks guarantees that Latency for North America will not exceed fifty (50) milliseconds. Latency is measured between OneStream Networks edge routers on an aggregate regional basis and does not apply to local access circuits. Latency is measured using OneStream Networks’ network management system and is the sole and conclusive measurement.

ii. Packet Delivery – OneStream Networks guarantees average (in a calendar month) successful packet delivery in accordance with the parameters identified in the table below for the selected class of service.

COS	Premium COS	Enhanced COS	Basic COS	DIA
Delivery	>99.999%	>99.99%	>99.9%	>99.9%

iii. Jitter - OneStream Networks commits to an inter-packet differential delay for transmissions between any two Customer ports on the OneStream Networks IP Network within the Customer’s VPN in accordance with the parameters below.

COS	Premium COS	Enhanced COS	Basic COS	DIA
Jitter	<5ms	<15ms	<30ms	

V. SLA Credit Structure.

Credits under this SLA (the “SLA Credit Structure”) are based on monthly billing intervals and apply to the Services for which the credit is issued. The available credits are as follows:

a. For Voice and Data Services:

i. Mean Time to Respond – The Service Credit available varies according to the Ticket’s priority:

1. Priority 1 –

a. If OneStream Networks responds less than sixty (60) minutes but more than thirty (30) minutes after the Trouble Ticket is opened, the available credit is ten percent (10%) of the MRCs for the Affected Service.

b. If OneStream Networks responds less than ninety (90) minutes but more than sixty (60) minutes after the Trouble Ticket is opened, the available credit is twenty percent (20%) of the MRCs for the Affected Service.

c. If OneStream Networks responds more than ninety (90) minutes after the Trouble Ticket is opened, the available credit is thirty percent (30%) of the MRCs for the Affected Service.

ii. Mean Time to Repair – The Service Credit available varies according to the time taken to resolve the Service Outage or Degradation; Mean Time to Repair credits apply only to Priority 1 Trouble Tickets:

1. If the time to repair is between four (4) and six (6) hours, the available credit is ten percent (10%) of the MRCs for the Affected Service.
2. If the time to repair is between six (6) and eight (8) hours, the available credit is twenty percent (20%) of the MRCs for the Affected Service.
3. If the time to repair is greater than eight (8) hours, the available credit is thirty (30%) of the MRCs for the Affected Service.

iii. Service Availability – The Service Credit available for failure to reach the Service Availability Performance Standard is one (1) day of credit for every hour or fraction thereof of downtime for the outage event in excess of the Service Availability Performance Standard. This credit is equal to one-thirtieth (1/30th) of the MRCs for the Affected Service.

b. For Data Services only:

i. Latency – If OneStream Networks fails to reach the Latency Performance Standard, the available credit is one (1) day of credit, which is equal to one-thirtieth (1/30th) of the MRCs for the Affected Service.

ii. Packet Delivery – If OneStream Networks fails to reach the Packet Delivery Performance Standard, the available credit is one (1) day of credit, which is equal to one-thirtieth (1/30th) of the MRCs for the Affected Service.

iii. Jitter – If OneStream Networks fails to reach the Jitter Performance Standard, the available credit is one (1) day of credit, which is equal to one-thirtieth (1/30th) of the MRCs for the Affected Service.

c. Maximums: In no event will Credits be issued where such Credits would exceed fifteen percent (15%) of the Customer's MRCs for all Services for the Contract Year.

i. Service Outages – a maximum of fifteen (15) days' credit for a single month will be issued for situations involving Service Outages.

ii. Service Degradations – a maximum of fifty percent (50%) MRC credit for a single month will be issued for situations involving Service Degradations.

VI. Exclusions.

Service Outages or Service Degradations do not include outages or degradations resulting from one or more of the following causes:

- a. Any act or omission on the part of the Customer, any third party contractor or vendor, or any other entity over which the Customer exercises control or has the right to exercise control;
- b. The Customer's applications, equipment or facilities;
- c. OneStream Networks' underlying carriers' or the Customer's scheduled maintenance

- d. Any event or occurrence that results in “No Trouble Found” resolution to Trouble Tickets;
- e. Any event or outage lasting less than 60 seconds in duration;
- f. Force majeure event beyond the reasonable control of OneStream Networks including, but not limited to, acts of God, natural disasters, cable cuts, government acts and regulation and national emergency;
- g. Trouble Tickets associated with deployments in process;
- h. Interruptions associated with act or omission on the part of the Customer or a third party, including, but not limited to, any local access provider, or an interruption where the Customer elects not to release the service for testing and repair and continues to use it on an impaired basis;
- i. Interruptions during any period when OneStream Networks or its agents are not allowed access to the Customer premises where affected access lines are terminated;
- j. Master Trouble tickets opened by OneStream Networks or by a qualified third party on behalf of OneStream Networks such as those in the case of a fiber cut;
- k. Interruptions associated with a failure of equipment or Service not provided by OneStream Networks, including, but not limited to, any local access provider, or an interruption where the Customer elects not to authorize access to the equipment for testing;
- l. Any failure or issue associated with the Customer’s underlying network connection;
- m. Time attributed to Customer’s delay in responding to OneStream Networks’ requests for assistance to repair an outage.

CUSTOMER

ONESTREAM NETWORKS

By _____ By _____

Name _____ Name _____

Title _____ Title _____

Date _____ Date _____