



CONFERENCING SERVICES SERVICE LEVEL AGREEMENT

Conferencing Services will be measured on the basis of the Service Level Agreement Objectives (“SLA Objectives”) set forth in Table 1. SLA Objectives for Conferencing Services are based upon intended/target performance levels/criteria of Provider(s).

1. SLA Objectives. SLA Objectives are as follows:

Table 1

Platform Availability	99.90%
Performance Quality	99.00%
Install Interval	14 business days

SLA Objectives are effective as of the first (1st) day of the second (2nd) month after the Activation Date of each specific Conferencing Services. *All SLA Objectives will be measured on a carrier by carrier basis using each Provider’s definitions and criteria for each of the factors involved in calculating such service level agreements including, but not limited to, trouble resolution, service outage time, excluded outage time and outage count.* SLA Objectives apply only to the Conferencing Services segment between the points where traffic enters Provider’s core switching equipment and the point where it leaves Provider’s core switching equipment.

In no event shall any failure to meet any SLA Objectives constitute, or be deemed to constitute, a breach by Granite of the Agreement with Customer.

2. Descriptions and Definitions.

Platform Availability

“Availability” or “Available” is defined as the time that platform is operational and available for use by Customer.

Calculation: Platform Availability is calculated monthly per Service as follows:

$$1.0 - \frac{\text{Platform Outage Time (Minutes)}}{\# \text{ of Units x Minutes in Period}} = \text{Availability}$$

“Platform Outage Time” is based on the total (unscheduled, specifically excluding Scheduled Outages) hourly outage time. Platform Outage Time is measured from the time a Granite trouble ticket is opened and the outage is reported to the underlying carrier/provider to the time availability is restored to Customer. An outage condition exists when Customer does not have availability to a Conferencing Service.

“Scheduled Outages” include those outages planned by Granite and its underlying carrier/provider as preventative or to accomplish platform growth or upgrades.

Performance Measurement

Granite or its Provider’s responsible conference impacting trouble tickets to total number of conference calls for the monthly reporting period

Chronic Outages

If any service location circuit experiences a “Chronic Outage” (meaning within any given calendar month, a specific affected Conferencing Service experiences three (3) or more outages in violation with an SLA Objective), Customer



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may request an escalation of repair in accordance with Granite's escalation procedures and, upon receipt, Granite will have ten (10) business days to evaluate and prescribe resolution, including a timeline to complete the prescribed repairs. If Granite fails to perform the escalation or to resolve the Chronic Outage within the timeline prescribed, Customer may cancel that particular service location circuit without early termination fees. Service cancellations/terminations without early termination fees are not available with respect to incidents involving specific exclusions (as set forth in Section 4).

Escalation Procedures

In the event that more expedited resolution of service-affecting issues becomes critical, Granite will implement its established escalation procedures.

3. Service Credits. If Granite does not meet its SLA Objectives, Customer may receive a service credit for the Conferencing Service impairment proportional to the SLA Objectives non-conformance, up to fifteen percent (15%) of (a) for Web Conferencing Services, the monthly recurring charge for such Conferencing Services and (b) for Audio Conferencing Services, of such Audio Conferencing Services used during the given month.

Customer's sole and exclusive remedy, and Granite's sole and exclusive liability and responsibility, for any failure to meet any SLA Objectives is as stated in this Section 3 and is limited to the applicable service credits, if any.

Determination of Service Credits

Service credits hereunder are calculated as a percentage of the then current MRC with respect to the specific Web Conferencing Services or usage for Audio Conferencing Services for which the service credit is requested, and may not be applied to usage charges (other than for the Audio Conferencing Services as mentioned above), government fees, taxes, surcharges or any third party charges passed through to Customer by Granite. Customer may not receive more than one (1) service credit per month for any SLA Objective's non-conformance involving a specific Conferencing Services. Multiple instances of non-conformance affecting one (1) service location circuit during a particular month will not be eligible for multiple service credits, however, if approved they will be applied toward the accumulated monthly statistics. Service credits will not be available for any Conferencing Services terminated by Customer for cause pursuant to the terms of the Agreement. Service credits may not be carried over into subsequent months and apply only to the month in which they are issued, regardless of balance owed.

If an incident affects the performance of Conferencing Services and results in a period or periods of interruption, disruption, failure or degradation in Conferencing Services, entitling Customer to one (1) or more service credits under multiple SLA Objectives, only the single highest credit with respect to that incident will be applied, and Customer shall not be entitled to service credits under multiple SLA Objectives for the same incident.

Eligibility for Service Credits

To be eligible for a service credit, Customer must: (a) open a valid trouble ticket documenting the problem and the SLA Objective's non-conformance; and (b) timely request the applicable service credit by (i) emailing dataservicesrepair@granitenet.com with "ADS - Service Credit Request" in the subject header or (ii) contacting Customer's Granite premier representative, within thirty (30) days after the trouble ticket is closed by Granite. Each service credit request must reference the applicable trouble ticket number(s) and circuit identifier(s) for the circuit elements associated with the non-conforming event. Service credit requests will not be accepted for open trouble tickets.

Granite, without notice and at its sole and absolute discretion, may limit or eliminate Customer's eligibility to receive service credits if (a) Customer account is not current and in good standing; (b) Customer was in default of any payment or other terms at the time of the incident generating the service credit claim or prior to Granite issuing the service credit; (c) Customer has submitted an excessive number of rejected service credit claims or attempted to use the service credit process in a frivolous or fraudulent manner; and/or (d) Customer is in violation of Granite's Acceptable Use Policy or Moderation of Use Policy covering the affected Conferencing Services.



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Service credits will be determined based upon if the actual monthly average of such parameter exceeds the SLA Objective, except for Performance Availability which will be calculated on a cumulative basis in a given month. Service credit requests will be reviewed and evaluated by Granite in relation to the relevant accumulated statistics in the month during which an SLA Objective's non-conforming event is alleged to have occurred. Granite's determination as to whether a SLA Objective has or has not been met shall be final. Service credit requests encompassing multiple months will be prorated in accordance with the statistical accumulations for the month in which the non-conformance occurred. Granite shall have thirty (30) business days to respond from the end of the month in which the service credit request is submitted. Service credit requests approved by Granite will be credited to Customer's account on the next billing cycle that begins after the service credit approval.

Cumulative service credits in any one (1) month must exceed \$25.00 to be processed. In no event shall Granite's total liability for any and all interruptions, disruptions, failures, and/or degradations in Conferencing Services (including, without limitation, any failure to meet any SLA Objective set forth in this Service Level Agreement) exceed the lesser of (a) the service credit amounts Granite's receives from its Provider(s), if any, or (b) one hundred percent (100%) of the MRC for the affected Conferencing Services.

4. Specific Exclusions. SLA Objectives do not include periods of service outages or other service level deficits, in whole or in part, due to any of the following causes and/or exclusions:

- Customer fails to report the issue or request a trouble ticket.
- Service interruptions or delays arising out of or in connection with, but not limited to, the following: (a) any act or omission on the part of Customer or a third party; (b) interruption occurring because Customer elects not to release the Service for testing and repair by Granite but continues to use it on an impaired basis; (c) failing to provide access to Customer premises as reasonably requested by Granite or its agents to enable Granite to comply with its obligation, including having a Customer representative present to assist in performing diagnostic testing and to resolve problems should they exist; (d) the failure of a service or equipment that is not part of the Conferencing Services; (e) any inside wiring; and/or (f) router or firewall configuration changes made by Customer or made in response to security threats, breaches or attacks.
- Granite or Customer's scheduled outages, network maintenance or emergency maintenance.
- Any force majeure event beyond the reasonable control of Granite including, but not limited to, cable cuts.
- Any failure, issue or delay associated in whole or in part with Customer's provided connection to Provider's network including, but not limited to, local access and cross-connect.
- Any failure, issue or delay associated, in whole or in part, with Customer's or third party's software, equipment applications, facilities and/or internal network.
- Any event or occurrence that results in "no trouble found" by Granite.
- Conferencing Services that have not been accepted by Customer or issues that occur within the first thirty (30) days of the Activation Date of specific Conferencing Services.
- Conferencing Services that do not directly interface a port on Granite's or its Provider's network via physical or logical connection.
- During emergency network conditions where dynamic rerouting is required.
- Only apply to circuits originating and terminating in the contiguous United States.

5. Miscellaneous. Granite, in its sole discretion, may change, modify, revise, amend and/or restate this SLA and/or any SLA Objective from time to time without notice. Such changes or revisions shall be deemed effective upon posting of an updated Conferencing Services SLA to the Granite website at www.granitenet.com. Capitalized terms not defined herein shall have the meaning set forth in the General Terms of Service or the applicable Additional Terms of Service.

Dated and effective as of February 28, 2014.