



# Service Level Agreement

This Service Level Agreement (“SLA”) sets forth the provisions and commitments relating to service expectations between Telepeer Inc. and Customer.

## General

Telepeer Inc. will use reasonable efforts under the circumstances to maintain its overall network and system quality. The quality of service provided hereunder shall be consistent with other common carrier industry standards, government regulations and sound business practices. The SLA does not apply to call quality for events unrelated to Telepeer Inc.’s data and voice network or Customer provided systems and hardware.

## Changes to Service Level Agreement

This SLA may only be amended by Telepeer Inc., and may be amended at any time. The changes are binding when posted to the Telepeer Inc. website.

## Service Description

The Enterprise – Managed PBX Telephony solution is built on a high availability platform that delivers Cloud and premise based services. The configuration allows the deployment of solutions that can operate in a stand-alone mode, independent of other services and systems, and can interface with other technologies and applications when required. Depending on business requirements, the Customer is provided with local premise based equipment if contracted for. If required, redundant capabilities can be provided at additional cost to further protect a location from loss of service.

## Services are covered by this Agreement

- Manned telephone support
- Monitored email support
- Remote assistance using Remote Desktop and a Virtual Private Network where available



- Planned or Emergency Onsite assistance (extra costs apply)

## Service Availability Guarantee

Telepeer Inc. PBX Service Unavailability begins when the Support Ticket, Email or Phone Call is received by the Telepeer Inc. Support Team and ends when the service has been deemed in operation once again.

## Contact

The Customer can file a support ticket by telephone or email with the contact information shown on the Telepeer Inc. website.

## Standard Support

Standard support includes non-emergency or non-critical changes by telephone or email. Standard support is available weekdays from 8:00am Pacific Time to 5:00pm Pacific time Monday to Friday.

Calls received outside of office hours will be forwarded to a mobile phone and best efforts will be made to respond to the call; however, no action can be guaranteed until the next working day. Emails received outside of office hours will be collected; however, no action can be guaranteed until the next working day.

Telepeer Inc. will make an initial response to service related incidents and/or requests submitted by the Customer within the following target response times:

- Within 8 Business Hours for issues classified as **High**
- Within 2 Business Days for issues classified as **Medium**
- Within 5 Business Days for issues classified as **Low**
- “Business Day” means regular business days in the USA, except U.S. public holidays



- “Business Hour” means between 8:00am to 5:00pm Pacific Time, Monday through Friday (Business Days only)

<b>Severity Level (Priority)</b>	<b>Telepeer Inc. Severity Definitions</b>
1. High	Catastrophic problem that severely impacts Customer’s use of the Telepeer Inc. network at even a minimal level; Customer’s system is down or not functioning; loss of data; security breaches.
2. Medium	Problems in which use of the Telepeer Inc. network in Customer’s operation is somewhat disrupted but there is capacity to remain productive and maintain necessary business-level operations.
3. Low	General use questions; set up or changes to Customer set-up; requests and recommendations for future product enhancements or modifications; billing issues. There is no impact on the quality, performance or functionality of the Telepeer Inc. network.

Target response time means the time by which Telepeer Inc. will first respond to a Customer’s support services request, but does not mean the time by which an incident will be resolved. This initial response may include questions seeking to clarify the incident or gather information on why the incident occurred and Telepeer Inc. may be unable to start resolving the incident before the additional requested information is provided by Customer.

Upon reporting the incident, Customer shall provide Telepeer Inc. with a complete and concise description of the incident, including all pertinent details and relevant hardware and software information. If Customer cannot provide information or data that reproduces the incident, Telepeer Inc. may be unable to solve the incident, but Telepeer Inc. will be available to work with Customer and use reasonable efforts to assist in the development of a test case that may be able to reproduce the incident.



In the course of analyzing an incident, Telepeer Inc. may identify a possible workaround. A “workaround” means an alternative method of using the Telepeer Inc. network which avoids the incident or minimizes its effect, which does not result in substantial extra inconvenience or expense for Customer, and does not result in any important reduction in the functionality of the Telepeer Inc. network. In that case, Customer will implement such workaround and Telepeer Inc. may, at its sole option, modify the priority or the initial time limit accordingly.

Onsite assistance is provided only according to the terms of the Customer sales contract. Support for problems which are not caused by or within the responsibility of Telepeer Inc. may be available at the then current posted rates.

### Support During a System Outage

Support during a Telepeer Inc. system outage is provided 24x7x365 days per year with a maximum four-hour initial response time from the filing of a trouble ticket by the Customer. Telephone support may not be available during a system outage. Hold times during a system outage may be much longer than usual. Consult the Telepeer Inc. website for updates concerning an outage.

### Managed Services

Telepeer Inc. provides service only for hardware or software as contracted by the Customer. This includes monitoring, maintaining and repairing Telepeer Inc. supplied software and hardware, but excludes monitoring, maintaining and repairing Customer supplied software and hardware unless specifically contracted.

### Cloud Services

If a Cloud server hosting a Customer PBX or SIP trunk fails, another local server will typically be able to restore service within twenty minutes. In the event of the total failure of equipment in a colocation facility, or failure of a critical service required for ongoing operation which is provided by the colocation vendor (that makes service unavailable at the colocation facility), service will typically be restored on a separate system in a different geographical location within four hours.

Some products and services from third party vendors are licensed individually by those vendors. In the case of a system wide failure that results in a geographical failover, such products may not be available for use during the outage.



Some information, for example voicemail and call recordings, may not be available during a system outage that results in a geographical failover.

## On Site Hardware

If any hardware at a Customer site which is provided by Telepeer Inc. fails, Telepeer Inc. will drop ship new equipment to the Customer within ten business days. Failed equipment is covered solely by any manufacturer warranty or the provisions of the Customer contract. Telepeer Inc. may not stock replacement hardware. Telepeer Inc. may substitute different models of hardware or software, including those from a different manufacturer.

Telepeer Inc. will provide on-site support for system failures if separately contracted by Customer. For out of service or out of warranty equipment, Telepeer Inc. on-site support for installing any such equipment is available at the then current published rates.

## Third Party Services and Software

Some Telepeer Inc. services, for example connections to the Public Switched Network (PSTN), are provided by third party vendors. Telepeer Inc. is not responsible for, or liable for, outages caused by failures of these third party systems. Telepeer Inc. is unable to perform any service other than reporting the Customer information provided the Vendor.

Telepeer Inc. resells various software and services. When there is a service issue with such software or services, Telepeer Inc. can only provide service when it becomes available from the third party vendor. Telepeer Inc. is not bound by its standard Service Level Agreement for support for third party hardware, software or services.

## Customer Provided Infrastructure

Telepeer Inc. service may depend on Customer provided infrastructure, for example Internet connectivity, hardware, software and premises wiring. Telepeer Inc. is not responsible for, and cannot repair, any outages caused by the failure of Customer supplied equipment or services. Telepeer Inc. is not responsible for any service disruptions or outages caused by any network components outside the control of Telepeer Inc.. The Customer is solely responsible for the maintenance and operation and support of Customer's own equipment and any vendor products or services, such as the Internet connection. Telepeer Inc. may, at its own discretion, provide support services for Customer infrastructure at the then current published rates.



## Customer Provided Support

The Customer is responsible for providing support by Customer staff that Telepeer Inc. deems reasonably required in response to a system problem. Telepeer Inc. will not be able to repair certain system problems without the assistance of the Customer and Telepeer Inc. will not be held liable for any failure to perform under the terms of this agreement.

Customer is responsible for

- first level triage of user incidents and service
- Basic replacement and configuration of defective desktop phone units and similar equipment
- Basic replacement and configuration of other hardware including a PBX, router, switch, bridge or gateway.
- Support and maintenance of phone accessories
- Coordination of incident resolutions of Customer owned data network service issues affecting system connectivity to WAN.
- First level user support for desktop phone feature operation and feature applications (e.g. explaining button layouts, basic feature operation, etc.)

## Serviceability

Customer must provide Telepeer Inc. service personnel with safe and ready access to the premises and the equipment.

## Customer Provided Equipment and Services

Hardware and software from third parties, for example servers, telephones and network equipment are covered for defects by the manufacturer's warranty. Telepeer Inc. is not responsible for any defects that result from Customer supplied equipment or services.

## Credits



For each Customer User affected for a period in excess of 30 minutes, a credit allowance will be given for interruptions in the Telepeer Inc. Hosted PBX Voice Service where inbound or outbound calling is affected by network elements directly under Telepeer Inc.s control.

### **Credit / Total Service Unavailability Time**

1.5 Days / 30 – 59 Minutes

3 Days / 60 Minutes to 23 Hours + 59 Minutes

14 Days / 24 Hours +

### **Exclusions**

No credit balance will be earned under the scenarios listed below. Telepeer Inc. will not be held responsible for service interruptions due to

- Planned Network outages
- Acts, omissions and delays by the Customer, including installation requirements beyond the SLA activation period.
- Behavior or operation of Customer equipment, facilities or applications.
- Acts of God and any other situations beyond the reasonable control of Telepeer Inc..
- Unsuitability of the nominated telephone service for an ADSL connection.

Telepeer Inc.'s service assurance obligations do not extend to:

- Any fault in equipment, software or any network not included within the contracted service, or as part of the Telepeer Inc. Service and Equipment.
- Damage from any external cause that may prevent the service or the Telepeer Inc. Equipment from working.



- Problems related to the acts or omissions of the Customer.
- Problems related to third party equipment that is not installed by Telepeer Inc..
- Problems related to the removal of Telepeer Inc. Equipment by anyone other than Telepeer Inc..

Network Unavailability does not include any unavailability resulting from:

- Planned Network outages
- Acts or omissions of the Customer
- Acts of God and any other situations beyond the reasonable control of Telepeer Inc..
- Faults related to Customer equipment or software.
- Damage due to external causes, e.g. vandalism, theft, etc.
- Failure of power at the customer premise
- Failure of customer premise equipment (CPE) or other hardware
- Failure of equipment, systems, connections or services which were not provided by Telepeer Inc. (including service interruption by Customer's Internet Service Provider)
- Problems related to circumstances or causes beyond the reasonable control of Telepeer Inc.
- Problems arising during any period in which Telepeer Inc. is not given full and free access to Customer's facilities and equipment for the purposes of investigating and correcting service interruptions





- Problems related to the acts or omissions of Customer, its employees, contractors, agents or its Users
- Customer's noncompliance with respect to Telepeer Inc.'s Terms of Service (including but not limited to its payment terms)
- Problems related to local equipment which is negatively affecting the Telepeer Inc. Voice Services
- Failure of equipment, systems, connections or services not provided by, or controlled by, Telepeer Inc.
- Force majeure events
- Circumstances or causes beyond the reasonable control of Telepeer Inc.
- Problems arising during any period in which Telepeer Inc. is not provided full and free access to all required equipment in order to rectify a situation
- Customer's failure to provide Telepeer Inc. with remote and/or on-site access to CPE upon request, including router login IDs and passwords
- Customer's use of any Telepeer Inc. Service in an unauthorized or unlawful manner
- Improper or unapproved Local Network configurations impacting the Telepeer Inc. Voice service

## Credit Balance and Payment Process

Following a verified incident, Telepeer Inc. will apply credits earned within three billing cycles. No other remedy or relief is provided. Credits are based on the average customer user fee, and total sum will not exceed the average customer user fee for that billing period. Credits will only be given to customers in good financial standing and must comply with Telepeer Inc.'s Terms of Service. As a result of any investigations, Customer must fully



cooperate with the Telepeer Inc. Support Team. Failure to do so will negate all credit earnings and void any performance guarantee.

## Resellers

Services for systems purchased from a Telepeer Inc. reseller or agent are the sole responsibility of the reseller or agent. Emergency or standard services may be available from Telepeer Inc. at the then current rates published on the Telepeer Inc. website.

## Network Maintenance

Scheduled Network Maintenance refers to normal maintenance scheduled for the upgrade of Telepeer Inc.'s data and voice network, as well as servers used to deliver Telepeer Inc. Services to Customers. Scheduled Network Maintenance may occur at any time during our maintenance window of 12:00AM – 7:00AM Eastern Time. System issues which are related to Scheduled Network Maintenance shall not give rise to any service credits outlined in this SLA.

## Warranties and Remedies

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS SLA, ALL PRODUCTS, SOFTWARE, MAINTENANCE AND SERVICES ARE PROVIDED "AS IS" AND TO THE GREATEST EXTENT ALLOWED BY LAW, TELEPEER INC. SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDED BUT NOT LIMITED TO ANY WARRANTY THAT ANY SOFTWARE, HARDWARE, MATERIALS OR SERVICES FURNISHED OR PROVIDED HEREUNDER SHOULD OR WOULD (A) BE OF ANY PARTICULAR QUALITY (WHETHER MERCHANTABLE, SATISFACTORY, OR OTHERWISE), (B) BE FIT FOR ANY PARTICULAR PURPOSE (EVEN IF TELEPEER INC. HAS BEEN INFORMED OF SUCH PURPOSE) OR BE ABLE TO ACHIEVE ANY PARTICULAR RESULTS, OR (C) BE SUBJECT TO ANY OTHER SIMILAR STANDARDS WHICH MIGHT OTHERWISE BE IMPLIED UNDER THE LAW OF ANY COUNTRY IN WHICH ANY SOFTWARE, HARDWARE, MATERIALS OR SERVICES FURNISHED OR PROVIDED HEREUNDER MAY BE USED. ANY REPRESENTATION OR WARRANTY NOT EXPRESSLY CONTAINED IN THIS SLA IS UNENFORCEABLE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TELEPEER INC. DOES NOT WARRANT THAT ANY SOFTWARE, HARDWARE, MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CLIENT UNDER THIS AGREEMENT WILL BE UNINTERRUPTED OR ERROR FREE.



The credit allowances and non-cash remedies set forth in this SLA shall be Customer's sole and exclusive remedy for any Service Interruption in the Hosted PBX Voice Services, outage, unavailability, delay or other degradation in the Services or any Telepeer Inc. failure to meet the objectives of the Services.

**Any written representation or warranty not expressly contained in this Agreement is unenforceable.**

This Agreement shall be governed by and construed in accordance with the laws of the State of California, United States, without giving effect to the conflicts of laws provisions thereof or the United Nations Convention on Contracts for the International Sale of Goods. Any disputes related to the Agreement shall be exclusively litigated in the state or federal courts located in Orange County, California.