Green Cloud Technologies Service Level Agreement (SLA) – Voice and Internet

Overview

Green Cloud offers the following performance Service Level Agreements (SLAs) covering Jitter, Mean Opinion Score (MOS), Network Availability and Time To Respond (TTR) to those Green Cloud VoIP customers who use Green Cloud's Bandwidth Service. No SLA credits will be given if an SLA standard is not met due to reasons of force majeure.

VoIP Jitter Service Level Agreement

Also known as delay variation, jitter is defined as the variation or difference in the end-to-end delay between received packets of an IP or packet stream. Jitter is usually caused by imperfections in hardware or software optimization or varying traffic conditions and loading. Excessive delay variation in packet streams usually results in additional packet loss which detrimentally affects voice quality.

The VoIP Jitter SLA provides that Green Cloud's contiguous U.S. Internet Network monthly jitter performance will not exceed 1.0 millisecond.

Performance is measured by periodically collecting data across the contiguous U.S. Internet Network, from which a monthly average is derived.

Credit Process

To receive a credit, Customer must submit its request within 30 business days after the month in which the SLA was not met. Customer must access the online at Support@gogreencloud.com and provide all required information (e.g., account number). The Green Cloud Customer Support department will use Green Cloud's public backbone statistics Web site to verify that the Jitter SLA was not met. If Green Cloud Customer Support confirms Customer's request (i.e., that the Jitter SLA was not met), then Customer shall receive a credit to its account equal to one hour share of the Green Cloud VoIP Service monthly recurring charge ("MRC") specified below for each hour for which the SLA was not met. For example, if the SLA was not met for six hours then the credit will be equal to the MRC divided by 30 days and then divided by four as six hours is ¼ of a twenty four hour period.

For VoIP Service provided on an a La Carte pricing basis, the MRC used to calculate the credit is the applicable site fee or the simultaneous calling charge plus the applicable MRC for the related Green Cloud service. For VoIP Service provided on a Bundled pricing basis, the MRC used to calculate the credit is the applicable base charge plus the simultaneous calling charge. No credits will be given with respect to Service not affected by the unmet SLA.

VoIP MOS Service Level Agreement

Mean Opinion Score is a measure (score) of the audio fidelity, or clarity, of a voice call. It is a statistical measurement that predicts how the average user would perceive the clarity of each call.

The VoIP MOS SLA provides that Green Cloud U.S. Internet Network MOS performance will not drop below 4.0 where MOS is calculated using the standards based E-model (ITU-T G.107).

Performance is measured by periodically collecting data across the contiguous U.S. Internet Network from which a monthly average is derived.

Credit Process

To receive a credit, Customer must submit its request within 30 business days after the month in which the SLA was not met. Customer must access the online Support@gogreencloud.com and provide all required information (e.g., account number). The Green Cloud Customer Support department will use Green Cloud's network statistics to verify that the MOS SLA standard was not met. If Green Cloud Customer Support confirms Customer's request (i.e., that the Jitter SLA was not met), then Customer shall receive a credit to its account equal to one hour share of the Green Cloud VoIP Service monthly recurring charge ("MRC") specified below for each hour for which the SLA was not met. For example, if the SLA was not met for six hours then the credit will be equal to the MRC divided by 30 days and then divided by four as six hours is ¼ of a twenty four hour period.

Network Availability Service Level Agreement

The VoIP Network Availability SLA provides that Green Cloud's contiguous U.S. Internet Network (for purposes of this Network Availability SLA, the "Network") will be available at least 99.99 percent of the time as measured on a monthly basis by trouble ticket time. The Network is considered not available for the number of minutes that a trouble ticket shows the Network was not available to Customer. The unavailable time starts when the Customer opens a trouble ticket with Green Cloud Customer Support at Support@gogreencloud.com and releases the service for immediate testing. The unavailable time stops when the applicable Network or access circuit trouble has been resolved and the Service is again available to Customer.

The VoIP Network Availability SLA does not include unavailability resulting from:

- Force majeure (as noted above);
- Green Cloud Internet Network maintenance;
- Customer-ordered third-party circuits;
- Inappropriate Service configuration change(s) made by or through Customer at the Green Cloud Enterprise Center web-site;
- Customer Premise Equipment including, but not limited to, Customer-provided PBX, black phones, SIP phones, firewalls, Router/modem and/or Analog/Ethernet Adapter;
- Acts or omissions of Customer, or any use or user of the service that is authorized by or enabled through Customer but outside the scope of Customer's Service;
- "Customer Time," which is the time identified on the trouble ticket (if any) attributable to, or caused by, through no fault of Green Cloud, the following: (a) incorrect or incomplete contact information provided by Customer which prevents Green Cloud from completing the trouble diagnosis and service restoration; (b) Green Cloud being denied access to network components at the Customer location when access is required to complete trouble shooting, repair, diagnosis, or acceptance testing; (c) Customer's failure or refusal to release the circuit for testing; (d) Customer being unavailable when Green Cloud calls to close a trouble ticket or verify service restoration, (e) any other act or omission on the part of Customer; or (f) down-time caused by the Local Exchange Carrier (LEC) local loop for periods where the LEC's maintenance support is not available.

Customer must open a trouble ticket with Green Cloud Customer Support while it is experiencing a service problem. The calculation of unavailable time is based on trouble ticket times. Should Customer have multiple locations detrimentally affected by an outage, one ticket can be submitted; however, the individual locations affected should be identified in the original ticket.

Credit Process

To receive credit, Customer must request it within 30 business days after the month in which the SLA standard was not met. Customer must email Support@gogreencloud.com and provide all required information (e.g., account number). Customer is responsible for tracking the time (on trouble tickets) that any unit of the Service is unavailable due to Network unavailability. If Green Cloud Customer Support confirms Customer's request (i.e., that the Jitter SLA was not met), then Customer shall receive a credit to its account equal to one hour's share of the Green Cloud VoIP Service monthly recurring charge ("MRC") specified below for each hour for which the SLA was not met. For example, if the SLA was not met for six hours then the credit will be equal to the MRC divided by 30 days and then divided by four as six hours is ¼ of a twenty four hour period.

Time To Respond (TTR)

The VoIP Time to Respond (TTR) SLA provides that tickets will be responded to in four hours or less. Tickets that are categorized as a "total outage" where there is complete loss of VoIP Service or severe service degradation that results in Customer's inability to receive any inbound calls and/or complete any outbound calls from a given location using Green Cloud VoIP will be escalated to a one-hour response time. "Time to Respond" is defined as time taken to respond to end-to-end Service during a total outage based on trouble ticket time. Unavailable time starts when Customer opens a trouble ticket with Green Cloud Customer Support at Support@gogreencloud.com and releases the Service for immediate testing. Unavailable time stops when the service is again available to the Customer.

Priority 1 (PTY 1) outages resulting from any of the following are not subject to the TTR SLA:

- Force majeure (as noted above);
- Green Cloud Internet Network maintenance;
- Customer-ordered third-party circuits;
- Inappropriate Service configuration change(s) made by or through Customer at the Green Cloud Enterprise Center web-site;
- Customer Premise Equipment including, but not limited to, Customer-provided PBX, black-listed phones, SIP phones, firewalls, Router/modem and/or Analog/Ethernet Adapter;
- Acts or omissions of Customer or its users, or any use or user of the Service that is authorized by or enabled through Customer but outside the scope of Customer's service;

In addition, the TTR SLA does not cover "Customer Time," which is the time identified on the trouble ticket (if any) attributable to, or caused by, through no fault of Green Cloud, the following: (a) incorrect or incomplete contact information provided by Customer which prevents Green Cloud from completing the trouble diagnosis and service restoration; (b) Green Cloud being denied access to network components at the Customer location when access is required to complete trouble shooting, repair, diagnosis, or acceptance testing; (c) Customer's failure or refusal to release the circuit for testing; (d) Customer being unavailable when Green Cloud calls to close a trouble ticket or verify service restoration, (e) any other act or omission on the part of

Customer; or (f) down time caused by the Local Exchange Carrier (LEC) local loop for periods where the LEC's maintenance support is not available.

Credit Process

To receive a credit, Customer must submit their request within 30 business days after the month in which the SLA standard was not met. Customer must email Support@gogreencloud.com and provide all required information (e.g., account number). Customer is responsible for tracking the time (on trouble tickets) that any unit of the Service is unavailable. If Green Cloud Customer Support confirms Customer's request (i.e., that the Jitter SLA was not met), then Customer shall receive a credit to its account equal to one hour's share of the Green Cloud VoIP Service monthly recurring charge ("MRC") specified below for each hour for which the SLA was not met. If the SLA was not met for six hours then the credit will be equal to the MRC divided by 30 days and then divided by four as six hours is ¼ of a twenty four hour period.

For VoIP Service provided on an a La Carte basis, the MRC used to calculate the credit is either the applicable site fee or simultaneous calling charge plus the applicable MRC for the related Green Cloud service under the related Service Agreement. For VoIP Service provided on a Bundled basis, the MRC used to calculate the credit is the applicable base charge plus the simultaneous calling charge. No credits will be given with respect to units of the Service that are not affected by the missed TTR threshold. Customer may receive multiple TTR SLA credits in a given month.