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## EXHIBIT TO NEXOY SERVICE AGREEMENT

### Service Level Agreement

#### 1.- OVERVIEW

THIS SERVICE LEVEL AGREEMENT ("SLA") ONLY APPLIES TO SERVICES FROM LD TELECOMMUNICATIONS, INC. (ALSO REFERRED TO AS "LD TELECOM" OR "NEXOY") TO CUSTOMER LOCATIONS IN THE UNITED STATES. THIS SERVICE LEVEL AGREEMENT FURTHER APPLIES ONLY TO BROADBAND CONNECTIONS, EXCLUDING DSL SERVICES, IN THE UNITED STATES PROVIDED BY LD TELECOMMUNICATIONS, INC. THAT AFFECTS VOIP SERVICE. THIS SLA DOES NOT APPLY TO INTERNET CONNECTIVITY PROVIDED BY THIRD PARTIES, ALTHOUGH FAILURE OF SAME TO PERFORM WILL AFFECT THE VOIP SERVICE.

Nexogy is committed to providing the highest levels of performance and reliability of its VoIP services. As one measure of our ongoing commitment to excellent customer service, Nexogy provides this Service Level Agreement covering Nexogy's VoIP services. If an Eligible Customer experiences performance that does not meet the applicable service level commitment(s) set forth in this SLA, then Nexogy will issue the Eligible Customer a Service credit as set forth below ("Service Credit" or "Credit").

This SLA describes Nexogy's target network performance for its VoIP services.

Each of the following Credits are applied on a per-seat Hosted PBX.

#### 2.- SERVICE LEVEL COMMITMENTS

##### 2.1 SERVICE AVAILABILITY

###### 2.1.1 Service Availability Commitment

Nexogy will attempt to maintain Service Availability of Customer's ability to receive and send voice communications of 99.9% of the applicable time for each month, otherwise a Service Credit will be provided to the Eligible Customer pursuant to the terms set forth herein.

###### 2.1.2 Service Availability Credit

Prorated percentage of the Monthly Recurring Charge ("MRC") or Non-Recurring Monthly Charge ("NRC") for the Nexogy VoIP Service for the impacted period.

##### 2.2 MEAN TIME TO REPAIR

###### 2.2.1 Mean Time to Repair Commitment

Nexogy will attempt to accomplish a Mean Time to repair of 4 hours or less for Trouble Tickets classified as a Priority High, otherwise a Service Credit will be provided to the Eligible Customer. A Trouble Ticket must be classified as Priority High by Customer to be eligible for the credit. A Customer classifies a Trouble Ticket as Priority High only by written notification to LD Telecom.

###### 2.2.2 Mean Time to Repair Credit

The Service Credit shall equal the applicable percentage of the MRC or NRC set forth in the following table:

Mean Time to Repair	Service Credit
0 to 4 Hours	None
4 to 10 Hours	10% of Prorated MRC or NRC Charges
Greater than 10 Hours	15% of Prorated MRC or NRC Charges

### 3.- QUALIFICATIONS

In order to receive a Service Credit as outlined in Section 2, the Eligible Customer must first open a Priority High Trouble Ticket, as described in Section 4, to report a Service Outage or a Service Affecting Issue, and then submit a written request for a Credit to Nexogy within 15 business days of opening said Trouble Ticket. Such requests shall be sent to [jcanto@LDTeleCom.com](mailto:jcanto@LDTeleCom.com) with "Request for Credits" in the subject line. The Eligible Customer must include the following information when requesting a Credit?

- (a) Trouble Ticket number
- (b) The time the Trouble Ticket was opened and closed, and
- (c) The Nexogy Primary Account ID for the service location that experienced the Service Outage or Service Affecting issue.

### 4.- TROUBLE TICKET CREATION

Customer may open a Trouble Ticket using the following methods:

- (a) Calling Nexogy's Help Desk Center at 1-866-NEXOY1 and faxing a request for Service to 305 371-2329. In order to create a valid Trouble Ticket LD TeleCom must provide customer with written confirmation of the creation of the Trouble Ticket.
- (b) Emailing Nexogy's Help Desk at [support@nexogy.com](mailto:support@nexogy.com)

The only method by which a customer can check the status of a Trouble Ticket during normal and non-business hours is via phone call to Nexogy's Help Desk.

### 5.- CREDIT

The issuance of a Service Credit by LD Telecom is based on a prorated monthly billing calculation, depending on the specific Service Credit. For any billing month in which Nexogy fails to meet any one of the Service Level Commitments stated in Section 2, the applicable Service Credit outlined in this SLA will be applied to the prorated MRC or NRC. Any decision made by Nexogy concerning the issuance of Service Credit will be made at Nexogy's sole discretion.

In no event will the cumulative total of the Service Credits for all Service Level Commitments exceed the respective MRC or NRC to which the Service Credit is applied. For the avoidance of doubt, the MRC does not include any usage-based charges for international dialing, 411 or 311 calls, Operated Assistance Dialing, DIDs, porting Charges or other usage-based dialing services provided by the Local Exchange Carrier, and does not include Web Portal or Console Assistant software applications. Moreover, the combined cumulative total of Service Credits issued during a Contract Year under this SLA will not exceed 15% of an Eligible Customer's total monthly MRCs or NRCs for the Contract Year.

### 6.- DEFINITIONS

- (a) Nexogy Help Desk operating hours: Mon-Fri 06:30 – 22:00 and Sat 08:00 – 17:30
  - (b) Contract Year: the billing period for each year of the Term as defined in Section 1 of the Nexogy Service Agreement to which this SLA is an exhibit commencing on the Effective Date of said Nexogy Service Agreement. In the event the final billing period is less than twelve months, then the previous
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twelve month billing period shall be the Contract Year for purposes of calculating Service Credits for the final billing period pursuant to Section 5 of this SLA.

- (c) **Eligible Customer:** Any Customer who has purchased and contracted Nexogy's Hosted PBX / VoIP services with a minimum 1 year term commitment and is in full compliance with the terms of its Nexogy VoIP service contract and meets any specific eligibility criteria set forth in the particular Service Level Commitment set forth in Section 2.1 above.
- (d) **Mean Time to Repair:** Monthly average of the time taken between opening an Eligible Customer's Trouble Tickets and restoring service for all Trouble Tickets designated as Priority High.
- (e) **Service Outage:** An unscheduled period during which a customer or location is unable to send or receive VoIP calls. This does not include failure or malfunction of any cabling, switching or other equipment not provided by Nexogy or any Act of God or other matter beyond the control of LD Telecom. To qualify for Service Credits, the Eligible Customer must open a Trouble Ticket classified as Priority High.
- (f) **Service Affecting Issue:** An unscheduled event during which the Service performs irregularly and results in Customer not being able to send or receive voice communications. To qualify for Service Credits, the Eligible Customer must open a Trouble Ticket classified as Priority High.
- (g) **Service Outage Time:** The period beginning when the customer opens a Priority High Trouble Ticket with Nexogy for a Service Outage or Service Affecting Issue and continuing until the time such Trouble Ticket is cleared and the Service is restored by Nexogy.
- (h) **Service Credit:** A portion or total of the actual billed MRC or NRC for the affected site which shall be no greater than the amounts set forth in Sections 2.2.2. and 5 above.
- (i) **Trouble Ticket:** The tool by which an Eligible Customer reports a perceived Service Outage or Service Affecting Issue to Nexogy and the sole means by which Service Outage time is calculated.

## **7.- EXCLUSIONS**

This Service Level Agreement does not apply to Service Outages, Service Affecting Issues or any Service related problems arising out of or relating in whole or in part to the following causes:

- (a) Any act or omission on the part of the Eligible Customer, any third party contractor or vendor, or any other entity over which the Eligible Customer exercises control or has the right to exercise control.
- (b) Any event or occurrence that results in "No trouble found" resolution to Trouble Tickets.
- (c) Any event or outage lasting 300 seconds in duration.
- (d) Force majeure event beyond the reasonable control of Nexogy, including, but not limited to, natural disasters, cable cuts, government acts and regulation (i.e. CALEA - Venezuela) and national emergency or any other matters beyond the control of LD Telecom.
- (e) Trouble Tickets associated with new installations.
- (f) Interruptions associated with act or omission on the part of the Eligible Customer or a third party, including, but not limited to, any local access provider, or an interruption where the Eligible Customer elects not to release the service for testing and repair and continues to use it on an impaired basis.
- (g) Interruptions during any period when Nexogy or its contractors, agents and employees are not allowed access to the Customer premises where a Service Outage, a Service Affecting Issue or other Service problem is experienced.
- (h) Any failure or issue associated with the Eligible Customer's underlying network connection.
- (i) Time attributed to Eligible Customer's delay in responding to Nexogy requests for assistance to repair a Service Outage, Service Affecting Issue or other Service problem.
- (j) Any breach of this SLA and/or the Nexogy Service Agreement to which this SLA is an exhibit.

## **8. - NO BREACH OF THIS AGREEMENT/LIMITATION OF LIABILITY.**

LD Telecom shall not be in breach of this Agreement for failure to timely cure a Service Outage, Service Affecting Issue or Service related problem and Customer's sole remedy in the event of a Service Outage, Service Affecting Issue or Service related problem shall be a Service Credit, if applicable.

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