



## IPC TRADER VOICE SERVICES SERVICE LEVEL AGREEMENT

This document details the service level agreement (the “SLA”) for delivery of IPC’s Trader Voice Services (the “Trader Voice Services”). The terms set forth in this SLA are in addition to the terms and conditions of the Agreement between IPC and Customer (the “Agreement”). All defined terms contained in this SLA shall have the same meanings as defined in the Agreement unless the context requires otherwise. In the event of a conflict between any term or condition of the Agreement and a term in this SLA, the term in this SLA will govern.

1. **SERVICE DESCRIPTION.** Trader Voice Services are bi-directional (full duplex) voice communications services between two or more traders in diverse locations. Trader Voice Services include manual ring down, automatic ring down and hoot and holler signal types. Trader Voice Services also include forked or bridged circuits, multi-channel hoot and signal conversion connections.
2. **SERVICE COMPONENTS.**
  - 2.1. **Standard Service Installations.** Trader Voice Services installations shall be in accordance with design criteria mutually agreed upon during the pre-ordering process and shall consist of the following elements provided by IPC:
    - (a) **Network Termination Equipment (“NTE”).** NTE is the Equipment which connects to the Access Circuit and provides demarcation of the delivery of the Trader Voice Services to the Location. Customer may not access or modify the NTE routers, or any associated Equipment, without IPC’s prior written approval. Customer will be responsible for providing the proper space, power and cooling requirements for the NTE at their respective Location(s) and premises based on an IPC provided environmental specification sheet.
    - (b) **Access Circuit (“AC”).** IPC shall provide local AC of sufficient capacity to connect Customer or each third party member to the specified IPC Point of Presence (“PoP”). ACs are provisioned and managed by IPC in accordance with the bandwidth and redundancy requirements of the solution design that Customer and IPC agree during the installation planning process. IPC shall provide AC(s) of sufficient capacity as required for Trader Voice Services, to connect to the IPC PoP on the Customer site. IPC reserves the sole discretion to select the AC provider(s). IPC shall serve as Customer’s point of contact for any support or maintenance issues related to such circuits.
3. **BILLING COMPONENTS.**
  - 3.1. **Description of Charges.**
    - (a) **Monthly Recurring Charge (“MRC”).** A monthly recurring charge will be invoiced and applied for Trader Voice Service(s). All amounts payable are, unless otherwise specified, exclusive of any value added tax or any other duties, taxes, assessments, or fees that may be chargeable on any goods or services provided to Customer.
    - (b) **Non-Recurring Charge (“NRC”).** A non-recurring charge will include any one-time expenses incurred while installing the Trader Voice Services(s).
4. **SERVICE LEVEL AGREEMENTS.** The following SLAs shall apply to the Trader Voice Services. In all instances, performance is measured using IPC’s network management systems and is the sole and conclusive measurement for the purpose of each guarantee. The Trader Voice Services provides minimum guaranteed service levels which are described below. Failure of IPC to meet the performance criteria

described herein shall entitle Customer to certain SLA credits. Performance criteria will be evaluated on a per calendar month basis, using a 30 day period less the number of minutes attributed to scheduled or emergency maintenance for which Customer was notified.

**4.1. Service Availability.**

- (a) **Definition.** Service Availability (“SA”) is the time, calculated across a calendar month, during which Trader Voice Services signals can be transmitted over the circuit in both directions. A calendar month will be calculated on the basis of a 30 day period less the number of minutes attributed to scheduled or emergency maintenance for which Customer was notified. Unavailable minutes will be calculated from the earlier time that (1) Customer reports the trouble, or (2) IPC detects the interruption, in either case, until the time Trader Voice Service is restored. SA is calculated as a percentage according to the following formula:

$$SA = [ ( \{total\ availability\ across\ a\ calendar\ month\ in\ minutes\} - \{outage\ time\ in\ minutes\} ) / \{total\ availability\ across\ a\ calendar\ month\ in\ minutes\} ] * 100$$

Example: Supposing 120 minutes of outage time and no excluded availability time due to maintenance, etc. during a calendar month.

$$SA = [ ( ( 60\ min/hr * 24\ hrs/day * 30\ days/mo ) - ( 120 ) ) / ( 60 * 24 * 30 ) ] * 100$$

$$SA = [ ( ( 43200 ) - 120 ) / ( 43200 ) ] * 100$$

$$SA = [ ( 43080 / 43200 ) ] * 100$$

$$SA = [ 0.99722 ] * 100$$

$$SA = 99.72\%$$

- (b) **Commitment.** IPC guarantees SA in accordance with Table 4.1 below.

**Table 4.1: Service Availability Credit Schedule**

Trader Voice Services Service Availability		Credit Amount (% of MRC)
From	To	
99.90%	100.00%	N/A
99.80%	99.89%	5%
99.00%	99.79%	10%
97.50%	98.99%	25%
< 97.49%	97.49%	50%

- (c) **Service Availability Credits.** Customer will be entitled to a credit based on the Table 4.1 of the applicable MRC for the applicable month for all affected implementations.