



IPC CONNEXUS VOICE SERVICES SERVICE LEVEL AGREEMENT

This document details the service level agreement (the “SLA”) for delivery of IPC Connexus Voice Services (“Connexus 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. Connexus Voice Services utilizes a router and session initiation protocol (SIP) to deliver IPC Voice Services to a single site or simultaneously deliver the same Connexus Voice Services to multiple voice platforms located at either a single or multiple Locations. Delivery of the Connexus Voice Services is dependent on the Customer’s resiliency requirements for the associated Connexus Voice Services to the required location.

2. SERVICE COMPONENTS.

2.1. Standard Service Installations. Connexus Voice Services installations shall consist of the following elements provided by IPC, in accordance with the design criteria mutually agreed upon during the pre-ordering process.

- (a) **Customer Edge (“CE”) Equipment.** CE equipment will consist of one or more IPC-managed routers that will be installed at each Location. Each CE router will be connected to one Access Circuit to provide redundancy and resiliency to the Customer. Customer may not access or modify the CE routers, or any Equipment, without IPC’s prior written approval. Customer will be responsible for providing the proper space, power and cooling requirements for the CE equipment at their respective Location(s) and premises based on an IPC provided environmental specification sheet.
- (b) **Access Circuit (“AC”).** IPC shall provide local ACs of sufficient capacity to connect each Customer CE router to the specified IPC Points 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. In standard resilient designs, IPC will use reasonable endeavors to provision 2 ACs to the Location(s) using diverse telecommunications carriers. Notwithstanding the foregoing, IPC may order ACs utilizing the same carrier and/or entrance facility into the Location(s) when diverse ACs are not available from different carriers on commercially reasonable terms. IPC reserves the right at its sole discretion to select the AC provider(s) and will advise the Customer when the Location has a single point of failure. IPC shall serve as Customer’s point of contact for any support or maintenance issues related to such circuits.
- (c) **Provider Edge (“PE”) Equipment.** PE equipment consists of the network equipment which resides at IPC’s PoPs and connects CE equipment to IPC’s extranet backbone.
- (d) **Session Border Controller (“SBC”) Equipment.** SBC equipment consists of the network equipment which resides at IPC’s PoPs and connects IPC SBCs to the Customer on-site SBC via a Customer-approved network design. SBCs are provisioned in a High Availability (“HA”) configuration and support stateful failover of the associated Connexus Voice Services between the SBC HA instances.

3. STANDARD IMPLEMENTATION CONFIGURATIONS.

3.1. IPC offers Connexus Voice Services in four different standard topology options.

- (a) Type 1: Single CE, single AC to single SBC PoP.
- (b) Type 2: Dual CEs with ICL interconnect, to dual SBC PoPs.
- (c) Type 3: Two or more CEs without ICL interconnect, dual on-site switches with ICL interconnect, dual SBC PoPs.
- (d) Type 4: Two or more CEs without ICL interconnect between CEs, dual on-site Layer 2 switches with ICL interconnect, dual SBC PoPs.

3.2. Approved implementation designs are based upon Customer requirements for resilient and non-resilient network connectivity. The list below details which of the topology options specified in Section 3.1 are available with resilient or non-resilient connectivity.

- a) Resilient connectivity: Type 2, Type 3 and Type 4.
- b) Non-Resilient connectivity: Type 1.

4. **SERVICE LEVEL AGREEMENTS.** The following SLAs shall apply to the Connexus 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 Connexus 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 a CE network device and an IPC AC has the ability to send and receive packets across the network. SA is measured end-to-end from the CE network device to the PE network device and takes into account the resilience of the design in place. The resilient deliveries from dual CEs carries an SA target of 100.00%. 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. 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.

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

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

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

$$SA = [0.99722] * 100$$

$$SA = 99.722\%$$

- (b) **Commitment.** IPC guarantees end-to-end SA for Connexus Voice Services in accordance with Table 4.1 below

Table 4.1: Service Availability Credit Schedule

Connexus Voice Services Service Availability		Resilient Credit Amount (% of MRC)	Non-Resilient Credit Amount (% of MRC)
From	To		
99.999%	100.00%	N/A	N/A
99.90%	99.998%	10%	N/A
99.50%	99.89%	20%	10%
99.00%	99.49%	30%	20%
98.50%	98.99%	40%	30%
98.00%	98.49%	50%	40%
97.50%	97.99%	60%	50%
97.00%	97.49%	70%	60%
96.50%	96.99%	80%	70%
< 96.49%	96.49%	100%	80%

(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.

5. CONNEXUS CONFERENCING (MULTI-CIRCUITS).

5.1. Connexus Conferencing Services are subject to the terms of this Connexus Voice SLA.

5.2. For the purposes of Service Availability and associated Credits, each leg of the Connexus Conferencing multi-circuit shall be deemed a separate Connexus Voice Service. For the avoidance of doubt, any Credit shall be calculated on the basis of each leg that suffered SA downtime and not the entire Connexus Conferencing multi-circuit.

6. REVISION RIGHT. IPC may, in its sole discretion, revise this SLA from time to time provided that IPC's commitments are not materially reduced.