



All-Mode Communications

Service Level Agreement

Service Description

All-Mode's cloud VoIP services (the "Network Services") are provided on All-Mode's internal network and third-party networks utilizing third-party applications. Service level objectives and related warranties, as set forth in this Schedule apply only to All-Mode and the Network Services provided by All-Mode.

Service Level Objectives

The Network Services shall perform in accordance with the Service Level Objective for network availability as measured by the MTTR ("SLO") as set forth herein. All-Mode's objective is to provide the Network Services that meet the following SLO. Except as specifically set forth in this SLA, All-Mode shall have no liability for its failure to achieve this objective.

Mean Time to Restore ("MTTR")

The MTTR objective shall be the average time required to restore the Network Services and resume availability when measured in a one-month (720 hour) period. The time is measured from the moment the outage is reported until the Network Services are available. All-Mode has an objective of repairing network equipment within an average of two (2) hours and restoring a network outage in an average of four (4) hours. All-Mode's objective is to coordinate repair efforts on equipment or cable cuts with underlying carriers when All-Mode first becomes aware of the problem, or when notified by Customer.

Network Availability

The SLO covers all All-Mode controlled Services and facilities, All-Mode controlled Hardware and Software Platforms and Systems, and All-Mode controlled physical plant and infrastructure facilities. The SLO calculations will not include any unavailability resulting from (a) standard All-Mode network maintenance, (b) any Dedicated Access between Customer's location and All-Mode, including but not limited to the local loop, (c) Denial of Service ("DOS") attempts and any other malicious attempts orchestrated by third parties, (d) Customer owned and/or operated cabling,

infrastructure, or customer premise equipment, (e) and Customer-provided circuits or equipment, (f) Customer's applications, (g) acts or omissions of Customer, or (h) reasons of Force Majeure.

Outages

Customer acknowledges the possibility of an unscheduled, continuous and/or interrupted period of time during which the Network Services do not conform to the SLO ("Outage"). In the event the Customer experiences either: (a) three (3) or more Outages, each lasting one (1) hour or longer in a thirty (30) day period; or (b) in the event that the aggregate hours the Network Services are unavailable exceed twenty-four (24) hours in any thirty (30) day period, then Customer shall have the right to terminate the Services provided to the affected location within thirty (30) days of such outages without incurring the early termination fee described in the All-Mode Service Agreement.

Exceptions

An Outage does not occur if the interruption in service is, as determined by All-Mode at its reasonable discretion: (a) caused by Customer or other authorized by Customer to use the Network Services under Agreement; (b) due to the failure of power, facilities, equipment, systems, or connections not provided by All-Mode or its designees within the Network Services; (c) the result of network maintenance activity as set forth in the section on Planned Network Maintenance Periods in this SLA, or (d) due to a Force Majeure.

Planned Network Maintenance Period ("PNMP")

All-Mode shall avoid performing network maintenance between 5:00am to 11:00pm EST, Monday through Friday, inclusive, that will have a disruptive impact on the continuity or performance level of the Network Service. However, the preceding sentence does not apply to the restoration of continuity to a severed or partially severed fiber optic cable, restoration of dysfunctional power and

ancillary support equipment, or correction of any potential or other emergency conditions. All-Mode will use commercially reasonable efforts to notify Customer prior to emergency maintenance. All-Mode shall make every effort to provide Customers with electronic mail, telephone, facsimile, or written notice of all non-emergency, planned network maintenance three (3) business days prior to performing maintenance (non-emergency) that, in All-Mode's reasonable opinion, has a substantial likelihood of affecting the Customer's traffic/service. If All-Mode's planned activity is canceled or delayed, All-Mode shall promptly notify Customer and shall comply with the provisions of this Section to reschedule any delayed activity.

Emergency Maintenance Period **("EMP")**

It may be necessary for All-Mode to issue an EMP. EMPs allow All-Mode to schedule mandated maintenance with a shorter Customer notification interval than PNMPs. EMPs are issued when maintenance is required immediately, e.g., to prevent further or repeated interruptions on All-Mode's network.

Warranty

All-Mode warrants that Network Services shall conform to the SLO. All-Mode shall use commercially reasonable efforts under the circumstances to remedy any delays, interruptions, omissions, mistakes, accidents or errors in the Network Services and restore such Network Services to comply with the terms hereof.

THE REMEDY(IES) AS SET FORTH IN THE SECTION ON OUTAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY(IES) OF CUSTOMER IN THE EVENT OF ANY FAILURE, INTERRUPTION OR DEGRADATION OF SERVICE INCLUDING AN OUTAGE AND/OR FOR BREACH OF THIS WARRANTY.