



SERVICE LEVEL AGREEMENT

(Broadband - Managed Services - Digital Voice - POTS)

Broadband Services

PERFORMANCE GUARANTEED.

At Lingo, we back up our promises with industry-leading performance and reliability guarantees - demonstrated by our superior performance of providing high-value, mission-critical data access and transmission services to the commercial marketplace. Lingo guarantees maximum network availability, minimal packet loss, latency, and on time installation. If Lingo is not performing as promised, or Client lose connectivity as defined below, Client is entitled to receive a credit. This declaration is another way that Lingo demonstrates its commitment to complete Client satisfaction.

LINGO INTERNET ACCESS GUARANTEES 99.99% NETWORK AVAILABILITY.

Lingo guarantees that the Lingo network will be available 99.99% of the time. Client will receive a credit of 1/30th of the Monthly Recurring Charge ("MRC") for that month for each eight consecutive business hours of service non-availability ("Service Outage"). A Service Outage does not include interruptions that occur during scheduled periods of maintenance or upgrades.

LINGO INTERNET ACCESS VIA FIXED WIRELESS GUARANTEES 99.9% NETWORK AVAILABILITY.

Lingo guarantees that Internet Access provided over Fixed Wireless will be available 99.9% of the time. Client will receive a one-time 10% MRC credit at the impacted location for that month based on network availability. Availability = The amount of time that the network will be available as measured in minutes per month. The calculation is: Total minutes of actual availability divided by the total number of minutes in a month ("Covered Time"). Service Interruptions Excluded from Covered Time: Loss of power at the impacted location; Impacted location is unable to conduct business due to an event beyond the control of Lingo (i.e. acts of nature, fire, civil unrest); Service interruptions caused by any non-Lingo provided equipment or service; Service is not used in a manner prescribed by Lingo including moving or adjusting any configurations without authorization or instruction provided by Lingo.

MINIMAL PACKET LATENCY.

Lingo's Latency SLA is measured as the round-trip response time from Lingo to each of the Client's sites across the Lingo -provided connection. No SLA is offered for IP packets traversing the public internet.

MINIMAL PACKET LATENCY FOR T1 SERVICES.

Lingo guarantees an average monthly latency of less than 60 milliseconds within the Lingo network. Client will be entitled to a prorated credit equivalent to one (1) day's share of Client's monthly recurring access charge for any month in which Lingo's average latency exceeds 60 milliseconds.

MINIMAL PACKET LATENCY FOR FIBER ETHERNET SERVICES.

Lingo guarantees an average monthly latency of less than 55 milliseconds within the Lingo network and between sites using Fiber Ethernet. Client will be entitled to a prorated credit equivalent to one (1) day's share of Client's monthly recurring access charge for any month in which Lingo's average latency exceeds 55 milliseconds.

**MINIMAL PACKET LATENCY FOR ETHERNET OVER COPPER SERVICES.**

Lingo guarantees an average monthly latency of less than 90 milliseconds within the Lingo network and between sites using Ethernet over Copper. Client will be entitled to a prorated credit equivalent to one (1) day's share of Client's monthly recurring access charge for any month in which Lingo's average latency exceeds 90 milliseconds.

MINIMAL PACKET LATENCY FOR FIXED WIRELESS.

Lingo guarantees an average monthly latency of less than 150 milliseconds within the Lingo network using Fixed Wireless. Client will be entitled to a prorated credit equivalent to one (1) day's share of Client's monthly recurring access charge for any month in which Lingo's average latency exceeds 150 milliseconds.

MINIMAL PACKET LOSS.

Lingo's Packet Delivery SLA is measured as the percent of packets delivered from the Client Management Router or the Lingo network operation center ("NOC") as appropriate to each of the Client's sites across the Lingo - provided connection during a calendar month. No SLA is offered for IP packets traversing the public internet.

Lingo guarantees an average monthly Internet packet loss of less than one (1%) percent. Client will be entitled to a prorated credit equivalent to one (1) day's share of Client's monthly recurring access charge for any month in which Lingo's average packet loss exceeds one (1%) percent.

JITTER.

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 result in additional packet loss which detrimentally affects voice quality.

The Jitter SLA provides that Lingo's Internet Network monthly jitter performance will not exceed 20 milliseconds. Performance is measured by periodically collecting data across the Lingo Telecom Internet Network, from which a monthly average is derived.

MONITORING.

Lingo will proactively monitor Static IP type services regardless of technology or service type. Only Static IP internet circuits will be monitored, which will identify circuit health, up and down statistics and network outages.

ON-TIME INSTALLATION.

Lingo guarantees new service installation by the quoted activation date, provided by Client's Account Support Team, contingent on the approved order and credit acceptance by Lingo and the availability of properly conditioned physical and wiring facilities between Client service location and the appropriate network point of presence. The below stated SLA installation intervals are based on the Provisioning time from when the Provisioning group receives the order through completion of the order; this does not include upfront processing time of each order.

If Lingo does not meet the respective installation intervals listed below, Client is entitled to the following:

Access Technology	T1 Broadband Access	DSL Network Broadband Access	Ethernet Over Copper (EOC)	Ethernet Over Fiber (EOF)	Cable Broadband Access	Fixed Wireless Broadband Access
Installation Commitment:	35 business days	21 business days *	75 business days **	90 business days**	30 business days *	30 business days
Credit:	One full month MRC at the impacted location	One full month MRC at the impacted location	One full month MRC at the impacted location	One full month MRC at the impacted location	One full month MRC at the impacted location	One full month MRC at the impacted location

*Digital subscriber line (“DSL”) and Cable are best effort services, therefore the installation intervals will begin once we have confirmation that service can be delivered to the location. If it becomes necessary to order an alternate product or if construction is involved, a new installation interval will begin once we have confirmation on the ability for that service to be delivered to the location.

**Fiber Ethernet installation can take up to 120 days if construction (either major or minor is required), access issues, Client not ready, technical issues, or a facilities upgrade is needed. The Client will not receive a credit if the aforementioned issues occur.

Projects with a written Statement of Work that include an installation timeline are not subject to the above installation intervals.

Note: The network performance metrics defined in the Terms and Conditions and any applicable Service Order do not apply to non-availability of network services arising from traffic or other service impacts induced by extraordinary events such as viruses, denial of service attacks, and other network events that are not originated by or are beyond the control of Lingo.

MEAN TIME TO REPAIR.

Mean Time To Repair [MTTR] = (Service Outage – Excluded Outage Time Hours)/Outage Count), provided, that Service Outage Time, Excluded Outage Time and Outage Count are measured over a single calendar month. A Service Outage does not include interruptions that occur during scheduled periods of maintenance or upgrades.

Customer Premise Equipment [CPE] MTTR = Replacement equipment will be shipped for second (2nd) business day delivery, as long as (a) the trouble is isolated to the Lingo provided equipment, and (b) the root cause of the failure is determined by Lingo by 1 pm EST.

Technology	On-Net Access (DIA, EoF)	Broadband (Cable, ADSL)	Broadband (T1, EoC)	Granite Grid	Fixed Wireless	VoIP
Mean Time to Repair (Trouble Related):	8 business hours	48 business hours	48 business hours	4 business hours	24 business hours	6 business hours, excluding broadband remediation events
Mean Time to Repair (Replacement Equipment Required)	2 business days	2 business days	2 business days	2 business days	2 business days	2 business days
Credit (Trouble Related):	One time 10% MRC credit at the impacted location	One time 10% MRC credit at the impacted location	One time 10% MRC credit at the impacted location	One time 20% MRC credit at the impacted location	One time 20% MRC credit at the impacted location	SEE BELOW
Credit (Replacement Equipment Related)	One time 15% MRC credit at the impacted location	One time 15% MRC credit at the impacted location	One time 15% MRC credit at the impacted location	One time 15% MRC credit at the impacted location	One time 15% MRC credit at the impacted location	One time 15% MRC credit at the impacted location

Managed Platform Services

Lingo Managed Services includes initial configuration management of Lingo Managed Services devices, software, and rule-based settings. For Clients that subscribe to Lingo's MSP Premium Support service, requests for configuration changes will be responded to within three (3) to five (5) business days. Lingo technical support does not extend into the Client's local area network, internal applications, PCs or server operating systems or non-Lingo software applications.

Lingo SLA for latency on VPN tunnels (from Lingo point of presence ("PoP") to Lingo PoP), is contingent on both ends of the VPN utilizing Lingo Dedicated Internet Access.

SERVICE AVAILABILITY.

Available means the Managed Platform Service is available for access and use by End Users over the Internet and operating in material accordance with the associated written or electronic materials and specifications for the Service. Lingo guarantees that the Managed Platform Service network will be available 99.999% of the time, meaning at least 99.999% of the total number of minutes in a calendar month during the Term, excluding the Managed Platform Service not being Available as a result of any of the Exceptions. **Exceptions** mean (a) any act or omission by any third party; (b) access to or use of the Service that does not strictly comply with the Service Agreement and the specifications for Service; (c) factors outside of Lingo's reasonable control, including any force majeure event or Internet access or related problems; (d) failure, interruption, outage or other problem with any software, hardware, system, network, facility or other item not supplied by Lingo; (e) any scheduled or critical maintenance; or (f) disabling, suspension or termination of the Managed Platform Service pursuant to the Agreement.

SERVICE UPTIME.

Managed Services Cloud Management Systems and Gateways will be operational and available with a service uptime SLA of at least 99.999% of the time in any calendar month. (Less than 4.38 minutes unscheduled downtime per month). This specifically excludes any on-premise components. Any maintenance that will impact customer operations will be advertised at least 3 business days in advance of the start of the window. Maintenance will be planned outside core business hours when possible. Lingo reserves the right to open emergency maintenance windows when needed. Forced majeure and planned network maintenance are excluded from service uptime.

CREDITS.

If the service uptime SLA is not met in any calendar month, Client will be eligible to receive the following service credits:

Uptime Percentage	Service Credit
< 99.999% but > 99.99%:	One time 10% MRC credit at the impacted location
< 99.99% but > 99.9%:	One time 20% MRC credit at the impacted location
< 99.9%:	One time 35% MRC credit at the impacted location

SOFTWARE SUPPORT & MEAN TIME TO REPAIR [MTTR]

Managed Services Software Support			
Support	Standard Plan	Production Support	Premier Support
Call Center Availability	24 x 7	24 x 7	24 x 7
Support Response Time	24 X 7 (Sev 1) 12 X 5 (Sev, 2, Sev 3, Sev 4)	24 X 7 (Sev 1) 12 X 5 (Sev, 2, Sev 3, Sev 4)	24 X 7 (Sev 1, Sev 2) 12 X 5 (Sev 3, Sev 4)
Response Time	Sev 1: Within 1 hour Sev 2: Within 6 hours Sev 3: Within 12 hours Sev 4: N/A	Sev 1: Within 30 minutes Sev 2: Within 4 hours Sev 3: Within 8 hours Sev 4: Within 24 hours	Sev 1: Within 30 minutes Sev 2: Within 2 hours Sev 3: Within 4 hours Sev 4: Within 12 hours Sev 4: per schedule

Severity Level 1 – Service is not available

Severity Level 2 – Service is available, but performance or some features are severely degraded, materially affecting normal use of the Service

Severity Level 3 – Service is available and critical functions are usable, but there is a non-critical malfunction

Severity Level 4 – Cosmetic of feature requests, service is functioning as designed

MANAGED SERVICES EQUIPMENT REPLACEMENT

Hardware Replacement SLA		
Replacement Service Plan		
RTP (Return for Placement)	Next Business Day	Same Business Day
Ships NBD (Mon - Fri) after unit returned	Advanced Replacement: Ships NBD (Mon-Fri), if RMA request is received by 8:00pm EST	Advanced Replacement: Ships SBD (Mon - Fri), if RMA request is received by 6:00pm EST

Advanced Replacement ships before unit returned

Digital Voice

Lingo Digital Voice Installation SLA	
Existing Broadband Environments* / 10+ Locations	
<u>HPBX* / Integrated Voice / IP PRI[^]</u>	<u>DV Cloud / SIP Trunks</u>
From Start of Provisioning to Service Activation	From Start of Provisioning to Service Activation
29 Business Days	19 Business Days

[^]Lingo One, DV Retail & RPOS service offerings are hosted private branch exchange ("HPBX") packages. Thus, the Installation SLA for those offerings is the same as HPBX.

* If ordered with Broadband, the Provisioning / Installation Phase begins with the Installation of the Broadband Circuit. The Broadband Installation interval varies from 18 to 45 business days depending upon the broadband type.

Should Lingo Installation Intervals not meet the total SLA Interval commitment from Order Submission to Service Activation, CLIENTS WILL BE ELIGIBLE FOR A 100% CREDIT FOR ANY ACCESSED INSTALLATION, SHIPPING & ACTIVATION FEES CHARGES.

TDM Voice (POTS)

Provisioning SLA	
On -Time Migration Commitment:	<p><u>Existing Service Lines:</u> Transfer of existing time division multi-plexing ("TDM") voice services (plain old telephone service ("POTS"), remote call forwarding ("RCF")) to Lingo within ten (10) business days and error free in accordance with the scheduled implementation plan. *</p> <p><u>New Service Lines:</u> Installation of new lines of TDM voice services (POTS, RCF) to Lingo within ten (10) business days and in accordance with the scheduled implementation plan.*</p>
Time to correct:	2 - Business days.
1 - 2 Year Term:	1 - 2 Year Term: Credit for one full month of your monthly recurring service charge.
3+ Year Term:	3+ Year Term: Credit for one full month of your monthly recurring service charge, any overage charges and additional fees on the account for that same billing cycle.

* Services must be currently available and capable of being migrated from partnering regional Bell operating companies ("RBOC") or a reseller of RBOC services. Complex Services and facilities-based locations are excluded from this commitment as well as any individual case basis arrangements made between Client and Lingo.

Client Service SLA	
Account Maintenance Commitment:	<p><u>Call Management Service Changes:</u> Adds, Changes or Disconnects in Call Management Services within five (5) business days of request. *</p> <p><u>Non-Complex Service Changes:</u> Adds, Changes or Disconnects to existing TDM voice services within five (5) business days and error free in accordance with the scheduled implementation plan. *</p> <p><u>Complex Service Changes:</u> Adds, Changes or Disconnects to existing TDM voice complex services within fifteen (15) business days and in accordance with the scheduled implementation plan. *</p>
Time to correct:	2 - Business day

Service Response and Repair Commitment:	<p><u>Response Time:</u></p> <p>Lingo will respond with our understanding of the repair issue and status of the repair resolution within one (1) hour. ♣</p> <p><u>Repair Time:</u></p> <p>Lingo commits to repair any Lingo service-related issue within a 24-hour period. ♣</p>
Time to correct:	1 business day

Service Reliability Commitment:	Lingo will resolve any service-related problems the first time within the Service Response and Repair Time stated above. If any service-related problem under this Service Level Agreement occurs twice within any 2-month period, only the affected Client location relating to this Service Level Agreement can be moved to another provider without penalty. ♣
Time to correct:	1 business day

* Services must be currently available and migratable from underlying service provider or a reseller of service providers' services. Moves, adds, changes, deletions ("MACDs") must be for eligibly available services with the underlying service provider or reseller of service provider's services. Service moves are subject to quote from the underlying service provider or reseller of service provider's services. Expedites are available upon request for an additional fee.

Ψ Installations of new lines that require site-visit or involve more than 4 lines are quoted on an individual case basis (ICB). Lingo will meet or beat the quoted due date or guaranteed 30-business day installation interval.

♣ Problems caused by Client equipment or changes to their equipment or incompatibility with Lingo's network or the network of any Lingo supplier are not covered under this agreement. Acts of god out of Lingo's or any Lingo supplier's control are not covered under this agreement. Lingo and its suppliers will do any and everything to correct these types of situations. To invoke this guarantee, Client must give written notice of the problem to Lingo and allow Lingo reasonable time to correct the problem. Written notice may be given by mail, email to contractadministration@Lingotelecom.com or by fax. If a service related problem occurs and Client accepts a credit or negotiated settlement satisfactory to the Client from Lingo as compensation of such problem, such acceptance of a credit or negotiated settlement constitutes agreement that service related problem is resolved to their satisfaction and is considered a waiver of the right to move affected location to another provider. Certain services such as PRI, T1 and other high cost services will require the Client to pay back any pre-paid non- recurring charges ("NRCs") or promotional credits provided under their agreement.

Upfront Processing Time

Lingo performs many steps before the actual submission of the order to the Provisioning groups. The below upfront processing time is not part of any of the aforementioned SLA intervals. The SLA installation intervals are based on the Provisioning time from when the Provisioning group receives the order through completion of the order; this does not include upfront processing time of each order. The SLA intervals for all products are based on the actual installation intervals and credits will be honored based on the installation intervals only and will not take into consideration the time needed to process the Client onboarding, coordination activities, and/or upfront processing time. The standard upfront processing time is stated below:

Day 0 - Contract Signed	Day 0 – 2 Order Submission	Day 2 - Order Released to Account Management and Service Fulfillment Teams	Day 4 - Welcome Call	Day 11 - Kickoff Call with your Lingo Implementation Team	By Day 16 - Provisioning Begins
Day 0	Up to 2 Business Days	Up to 2 Days	Up to 7 Days	3 - 5 Days	Up to 2 Days