

The Evolve IP *Availability Objective* is to make the Evolve IP Core Network available to its Customers 99.99% of the time. Core Network components included under the *Availability Objective* are as follows:

**Interconnected VoIP Services Availability**

- Interconnected VoIP Services (including, but not limited to, Evolved Office: HPBX and SIP Trunking) will be deemed 'available' if the aggregate monthly measurement average is within the Availability Objective defined above

**Public Internet Availability**

- The Public Internet will be deemed 'available' if the aggregate monthly measurement average is within the Availability Objective defined above (as evidenced in the Evolve IP monitoring tool)

**vServer Availability (inclusive of underlying hypervisor, hardware and facilities)**

- The vServer will be deemed 'available' if the virtualization hardware and hypervisor layers delivering individual servers are available and responding to Evolve IP monitoring tools as designed and in a non-degraded manner (as evidenced in the Evolve IP monitoring tool)

**Evolved Office: Desktop Availability (not inclusive of operating system and applications)**

- The Desktop will be deemed 'available' if the virtualization hardware and hypervisor layers delivering individual desktop are available and responding to Evolve IP monitoring tools as designed and in a non-degraded manner (as evidenced in the Evolve IP monitoring tool)

**Storage Availability (inclusive of underlying hardware and facilities)**

- Storage will be deemed 'available' if the hardware delivering storage to servers and desktops are available and responding to Evolve IP monitoring tools as designed and in a non-degraded manner (as evidenced in the Evolve IP monitoring tool)

**Backup Systems Availability (not inclusive of customer data)**

- Backup Systems will be deemed 'available' if the backup equipment and storage are available and responding to Evolve IP monitoring tools as designed and in a non-degraded manner (as evidenced in the Evolve IP monitoring tool)

The Evolve IP *Quality Objective* is to ensure that customers utilizing an Interconnected VoIP product in conjunction with dedicated connectivity provided by Evolve IP that provides for a private connection between Evolve IP and Customer's location, including, but not limited to, T-1s, DS3s, Ethernet services, and fiber connectivity ("Dedicated Access") experience a Mean Opinion Score ("MOS") of no less than an average of 3.5.

Voice quality is measured MOS which, historically, was a subjective means of scoring call quality by a listener. Today, MOS is an objective number that is calculated by using PSQM (ITU standard P.862), which scores audio quality based on measurable data performance, including: delay (latency), packet loss, jitter (delay variation), and out of order packets. Many things may have an impact on MOS, including the performance of LAN equipment (switches) between Evolve IP's router and the handsets. Our SLA is meant to guarantee those things that Evolve IP controls.

Voice may be carried as data using various digital encoding algorithms ("codecs"). In a Voice over IP call, there is an offer made by the caller, which states its supported codecs and order of preference, and then the called party will answer based on which codecs it supports. The three most common codecs in the U.S. today are: G.729, G.711 and G.722 (high definition); Note, G.722 is not supported by the legacy telephone network and is therefore only available between Evolve IP handsets. The G.729 codec gives premium quality (max possible MOS of 3.9) while using the least bandwidth, about 30k per call. G.711 and G.722 both offer a higher possible MOS (max 4.4) but each use about 3x the bandwidth, about 90k per call. Evolve IP supports a mix of codecs and processes millions of G.729 and G.711 calls every month, with an ever increasing number of G.722 calls.

The Evolve IP *Network Objectives* are 50ms or less for Latency (one way), 1% or less for Packet loss, and 10ms or less for Jitter.

Subject to the conditions and restrictions set forth below, in the event Evolve IP fails to meet its *Availability Objective*, *Quality Objective*, and/or *Network Objectives* during any given calendar month, and upon Customer's written request, Customer shall receive a pro-rated credit applied towards its monthly service fees equal to a) as it relates to the *Availability Objective*, one day's credit for each cumulative whole hour of service unavailability over and above the *Availability Objective*, b) as it relates to the *Quality Objective*, one day's credit for each one-half point (0.5) below the *Quality Objective*, and/or c) as it relates to the *Network Objectives*, for Latency one day's credit for each 50ms above the stated goal; for Packet Loss, one day's credit for each percentage point above the stated goal; for Jitter, one day's credit for each 10ms above the stated goal. If during any calendar year Customer experiences three (3) or more instances where the *Availability Objective*, *Quality Objective*, and/or *Network Objectives* are not met, than in lieu of receiving the aforementioned credits, Customer will be entitled to terminate the affected Service without incurring any Early Termination Charge provided that written notice of termination is provided to Evolve IP within fifteen (15) days of the event giving rise to such termination right under this section. Notwithstanding the foregoing, in no event will the total credit for any applicable Service exceed the Monthly Recurring Charge for that Service.

The *Availability Objective*, *Quality Objective*, and *Network Objectives* cover all Evolve IP-controlled Services and facilities, Evolve IP-controlled Hardware & Software Platforms and Systems, and Evolve IP-controlled physical plant and infrastructure facilities. The *Availability Objective*, *Quality Objective*, and *Network Objectives* calculations will not include any unavailability resulting from (a) standard Evolve IP network maintenance, (b) any Dedicated Access between Customer's location and Evolve IP, 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) any Customer-provided circuits or equipment, (f) Customer's applications, (g) acts or omissions of Customer, or (h) reasons of Force Majeure.