

WERCS Communications Service Level Agreement & Service Credit Policy

The WERCS Communications' Network Operations Center (NOC) is subject to the following service level agreement, which is effective as of the initial installation of the Services. This service level agreement is subject to the WERCS Communications Service Agreement entered into by WERCS Communications and the Customer.

NOC Availability Goal

WERCS Communications' goal is to maintain NOC availability of one hundred percent.

Components Included

The NOC architecture is comprised of gateways to the Public Switched Telephone Network (PSTN), routers for routing IP packets within the WERCS Communications private IP network, IP call management/processing servers, unified messaging servers for voice, email and fax services, gigabit core switches, records management, E911, security, and Optical Carrier connection from Qwest for network connections to the PSTN, long distance, Qwest E911 tandem, and Tier I Internet service.

NOC Availability Measurement and Remedies

"NOC Downtime" is measured based on the total outage time incurred by Customer. NOC Downtime shall exist when the WERCS Communications NOC is unable to process or access the Internet and WERCS Communications records such failure in the WERCS Communications trouble ticket system. NOC Downtime is measured from the time the trouble ticket is opened by Customer to the time the Affected Service is again able to process calls or access the Internet. Upon Customer's written request to the WERCS Communications Customer Service Center made within five business days of the last day of the month in which the NOC Downtime occurred, Customer shall be entitled to a service credit equal to the pro-rated Eligible Monthly Recurring Charges, as applicable, for one day of Service for the Affected Service for each day of NOC Downtime.

Service Credit Exceptions

Service credits will not be available to Customer in cases where the Services are unavailable as a result of: (a) the acts or omissions of Customer, its employees, contractors or agents or its members, end-users, customers or any other third parties who utilize or access the Services or the Qwest network via the Services; (b) the failure or malfunction of equipment, applications, network services, Internet access or systems not owned or controlled by WERCS Communications, (c) circumstances or causes beyond the control of WERCS Communications, including instances of a Force Majeure Event, (d) planned outages caused by scheduled service maintenance, alteration, or implementation or (e) the unavailability of required Customer personnel, including as a result of failure to provide WERCS Communications with accurate, current contact information. Such credits will be granted only if Customer affords WERCS Communications full and free access to Customer's premises and equipment to make necessary repairs, maintenance, testing, etc.

Maximum Credits and Termination Option

Under no circumstances will WERCS Communications be required to credit Customer in any one calendar month for charges in excess of seven days of service. A credit shall be applied only to the month in which the event giving rise to the credit occurred.

Notwithstanding the foregoing, in the event that, in any single calendar month, either:(a) Customer would be eligible to receive credits for a particular Affected Service totaling fifteen or more days of service (but for the limitation set forth in this section) resulting from three or more events during such calendar month or; (b) any single event entitling Customer to credits under the section entitled "NOC Availability Goal" above exists for a period of twenty four consecutive hours for a particular Affected Service or; (c) any number of events entitling Customer to credits under "NOC Availability Goal" above exists for an aggregate of forty eight hours in a calendar month for a particular Affected Service then, Customer may terminate the Affected Service for cause and without early termination charges by written notice to the WERCS Communications Customer Service Center with a courtesy copy to the attention of the WERCS Communications General Counsel within five business days following the end of such calendar month. Such termination will be effective 45 days after receipt of written notice by WERCS Communications. The provisions of this service level agreement state Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for the Service.

Maintenance Window Definition

Maintenance shall be classified as one of the following two types:

Normal Maintenance

"Normal Maintenance" shall refer to upgrades of hardware or software or upgrades to increase capacity. Currently, Normal Maintenance shall be undertaken only Sundays and Wednesdays between the hours of 3:00 a.m. and 6 a.m. Mountain Time. Normal Maintenance will rarely require the entire scheduled maintenance window time. WERCS Communications may change the maintenance window times upon posting to the website or other notice to Customer. WERCS Communications shall provide one day prior notice of Normal Maintenance. Notice will be deemed given when posted on website one day prior to Normal Maintenance. Normal Maintenance likely will not degrade the quality of the Service provided or cause an outage of the Service. Outages related to Normal Maintenance shall not be deemed to be NOC Downtime.

Urgent Maintenance

"Urgent Maintenance" shall refer to efforts to correct WERCS Communications NOC conditions which are likely to cause a material Service outage and which require immediate correction. Urgent Maintenance, while being conducted, may degrade the quality of the Services provided, which may include an outage of the Services. An outage related to Urgent Maintenance shall be deemed an outage for purposes of calculating NOC Downtime and NOC availability. WERCS Communications may undertake Urgent Maintenance at any time WERCS Communications deems necessary. WERCS Communications shall provide notice of Urgent Maintenance to Customer as soon as is commercially practicable under the circumstances.

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