

## **SAMPLE SERVICE LEVEL AGREEMENT**

For [CUSTOMER NAME]

By

Uniserve Communications Corporation

This Service Level Agreement is subject to a Master Services Agreement (“MSA”) between [CUSTOMER NAME] (“Customer”) and Uniserve Communications (“Uniserve”). By signing below, each party agrees to the terms and conditions set out in this Service Level Agreement.

Terms not defined herein have the meanings providing in the MSA or the Schedule of Maintenance and Support (as published on Uniserve’s website and updated from time to time and currently posted at [URL]).

### **1. Agreement Overview**

This Service Level Agreement describes the services (i.e. the Covered Services) that are covered by Uniserve’s Support Services (defined below) and Customer’s remedies if Uniserve fails to meet the service levels set out in this Service Level Agreement with respect to those Support Services.

This Service Level Agreement will remain in effect until the earlier of: (a) the termination of the MSA; (b) the termination of the SoW to which this Service Level Agreement relates; (c) the cessation of the provision of all Covered Services by Uniserve to Customer; or (d) the parties agreeing in writing to replace or terminate this Service Level Agreement.

In the event of a conflict between this Service Level Agreement and the MSA, the MSA will govern to the extent of the inconsistency.

### **2. Covered Services**

Only the following services are covered by this Service Level Agreement (the “Covered Services”):

- a. IT Support Services as described in the Schedule of Maintenance and Support
- b. Business Voice Services as described in the Schedule of Hosted PBX Services
- c. Hosting and Colocation Services
- d. Dedicated Fibre to the Premise Internet Services excluding Telus PureFibre service

For greater certainty, the following services are not covered by this Service Level Agreement:

- a. Residential Internet Services
- b. Cable, DSL or Dialup Internet Services
- c. Residential Voice Services
- d. Shared Hosting Services
- e. TV Services
- f. Any other Residential Services

### **3. Obligation to Provide Support Services**

Uniserve may suspend performance of the Support Services if Customer is in breach of the MSA or its related schedules or exhibits (for example, in the event of non-payment of fees by Customer).

#### 4. Customer Obligations

Customer shall provide reasonable availability of a representative to provide instructions, information, and authorizations to Uniserve when Uniserve is resolving a service related incident or support request. Uniserve is not responsible for Support Service related delays caused by unavailability of a Customer representative.

#### 5. Support Services & Response Time Credits

- (a) Uniserve's "**Support Services**" for the Covered Services are the Support and Maintenance Services described in the Schedule of Maintenance and Support.
- (b) Subject to Section 5(c) below, if Customer submits, in accordance with the Schedule of Maintenance and Support, a Support Request concerning an Error with respect to the Covered Services and Uniserve fails to create a Error Ticket within the time period specified in the "Time to Acknowledge Problem and Create Problem Ticket" column of the table in Section 2.1(b) of the Schedule of Maintenance and Support (each such applicable time period, a "**Response Time**") for the Error (each failure, a "**Response Time Failure**"), Customer will be entitled to a service credit of 1/30<sup>th</sup> ("**Service Credit**") of the applicable monthly recurring fees in respect of the Covered Service that experienced the Error, except where UNISERVE has failed to meet the Response Time due to any Excluded Causes or a Force Majeure Event. Service Credits may be applied by Customer towards outstanding or future invoices, *except that* no more than 15 Service Credits may be applied towards any particular invoice.
- (c) Uniserve's obligations under Section 5(b) are subject to the following:
  - (i) Service Credits are issuable only in connection with Response Time Failures related to Support Request for distinct Errors. Filing multiple Support Request for the same Error will not entitle the Customer to additional Service Credits.
  - (ii) Excess usage charges, penalties, and one-time fees will not be considered when calculating Service Credits.
  - (iii) UNISERVE has no obligation to issue any Service Credit unless (1) Customer reports the Error to UNISERVE immediately on becoming aware of it; and (2) Customer requests such Service Credit in writing within 7 days of the Response Time Failure;
  - (iv) in no event will the Service Credits issuable for any billing month exceed 100% percent of the total monthly recurring fees for the Covered Services in the billing month.
  - (v) Nor more than one service credits may be awarded to Customer in any calendar day in the billing month, even if more than one Response Time Failure occurs in a calendar day.
  - (vi) No Service Credit is issuable in respect of a Response Time Failure where such Response Time Failure occurred as a result of Customer's breach of Section 4 (above).

(d) Section 5(b) sets forth Uniserve's sole obligation and liability and Customer's sole remedy for any Response Time Failure.

**6. Additional Uniserve Obligations**

Uniserve shall provide appropriate notification to Customer for all schedule maintenance.

SIGNATURES			
<b>Conditional upon the MSA being effective, this Service Level Agreement becomes effective and is made as of the date this Service Level Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). By signing below, Customer confirms having read the MSA and Schedule of Maintenance and Support and acknowledges that they form part of the Agreement.</b>			
UNISERVE		CUSTOMER	
Signature		Signature	
Name	Kelly Walker	Name	
Title	President	Title	
Signature Date		Signature Date	
		<input type="checkbox"/> I certify that I have the capacity to sign	