

# **Voice Service Level Agreement (SLA)**

As a Service Provider strongly committed to offering a reliable high-quality user experience to its customers, RingPay LLC understand how the services provided are mission-critical for its customers.

This Service Level Agreement ("SLA") sets forth the provisions and commitments relating to service expectations between RingPayLLC and its customers.

## General:

RingPay LLC will use reasonable efforts under the circumstances to maintain its over-all network quality. The quality of service provided hereunder shall be consistent with other common carrier industry standards, government regulations and sound business practices. The SLA does not apply to call quality for events un-related to Ring Pay LLC Voice Network.

## Availability Guarantee:

A credit allowance will be given for interruptions in the Voice Service where inbound or outbound calling is affected by network elements directly under RingPay LLC control and for a period in excess of 30 minutes for each user affected. Any voice service interruption associated to LAN failures or ISP service not associated, controlled or maintain by RingPay LLC will be excluded by this credit allowance.

RingPay LLC Voice-Service Unavailability shall begin when the Support Team receives a Support Ticket via Email (to *info@ringpayllc.com*) or Phone Call 240.221.1888 and ends when the service has been deemed in operation once again.

Credit per User Affected	Total Service Unavailability Time
1.5 Days	30 – 59 Minutes
3 Days	60 Minutes to 23 Hours + 59 Minutes
10 Days	24 Hours +

## Provisions to RingPay LLC Availability Guarantee:

No credit balance will be earned under the following scenarios:

- The acts or omissions of Customer, its employees, contractors, agents or its End Users
- Noncompliance with respect to RingPay LLC Terms of Service (including its payment terms)
- Power failure at the customer's location
- Local equipment found negatively affecting the RingPay LLC Voice-Service
- Failure of equipment, systems, connections or services not provided or controlled by RingPay LLC

- Force Majeure Events
- Circumstances or causes beyond the reasonable control of RingPay LLC.
- Any period in which RingPay LLC is not provided full and free access to all required equipment in order to rectify a situation
- Customer's failure to provide RingPayLLC with remote and/or on-site access to CPE upon request, including router logon IDs and passwords
- Customer's use of any RingPay LLC Service in an unauthorized or unlawful manner
- Improper or unapproved Local Network configurations impacting the RingPay LLC Voice-Service.
- Ring Pay LLC Voice Service Interruptions due to outages associated to a third party (Internet Service provider.) or ISP

The amount of credit available per month is subject to a cap as described in this Agreement.

## **Credit Balance and Payment Process**

Following a verified incident, RingPay LLC will apply credits earned within three billing cycles. Credits are based on the average customer user fee, and total sum will not exceed the average customer user fee for that billing period. Credits will only be given to customers in good financial standing and must comply with RingPay LLC Terms of Service. As a result of any investigations, customers must fully cooperate with the RingPay LLC Support Team. Failure to do so, will negate all credit earnings and void the Guarantee.

## **Policy Change**

At any time, RingPay LLC may change, amend or revise this SLA. The revised SLA shall become effective once posted on the RingPay LL] website.

#### **Network Maintenance**

Scheduled Network Maintenance refers to normal maintenance scheduled for the upgrade of RingPay's data and voice network, as well as servers used to deliver RingPay Services to Customers. Scheduled Network Maintenance may occur at any time during our maintenance window of 12:00AM - 7:00AM EST. Such effects related to Scheduled Network Maintenance shall not give rise to service credits outlined in this SLA.

The remedies set forth in this SLA shall be Customer's sole and exclusive remedy for any Service Interruption in the [Voice-Service], outage, unavailability, delay or other degradation in the Services or any RingPay LLC failure to meet the objectives of the Services.

#### **Termination without Penalty**

In the event Customer continues to experience [Voice-Service] issues covered by this SLA, Customer may terminate the [Voice-Service] with no further penalties. To qualify; Customer must be in good financial standing; be in compliance with RingPay's Terms of Service; have provided RingPay with free and unrestricted access to any and all Network, Vendor and Administrative access needed to repair the service; and have provided RingPay LLC with 30 Days' notice to cure such issues. Issues must be confirmed by RingPay LLC to be directly related to its Voice Network. Termination of [Voice-Service] for any reason unrelated to RingPay LLC's Voice Network will not qualify.