

Service Level Agreement (“SLA”)

Xpert Technologies, Inc. (“XTI”) and MetaTel Communications, LLC (“MCL”) have established specific service levels by which to deliver client services. Each of the core XTI and MCL client deliverables carry specific service deliverables which are detailed in this SLA document.

Managed Support Services

RESPONSE AND RESOLUTION

Issue Level	Priority	Response time* (in hours)	Resolution time (in hours)	Escalation threshold (in hours)
CRITICAL Service not available (all users and functions unavailable)	1	1 hour or less	Within 4 hours	2 hours
HIGH Significant degradation of service (large number of users or business critical functions affected)	2	1 hour or less	Within 8 hours	4 hours
MEDIUM Limited degradation of service (limited number of users or functions affected, business process can continue)	3	2 hours or less	Within 24 hours	8 hours
LOW Small service degradation (business process can continue, one user affected)	4	4 hours or less	Within 48 hours	24 hours

* Response time is based on XTI and MCL Normal Business Hours as defined within this document. Response time for Critical and High issues is 4 hours or less outside of Normal Business Hours. Medium and Low issues will be responded to next regular business day.

SUPPORT ESCALATION TIERS

Support Tier	Description
Tier 1 Support	All support incidents begin in Tier 1 where the initial support ticket is created, and the issue is identified and clearly documented. Basic hardware/software troubleshooting is initiated.
Tier 2 Support	All support incidents that cannot be resolved with Tier 1 support are escalated to Tier 2. Advanced support staff is assigned for higher level troubleshooting of hardware/software issues.
Tier 3 Support	All support incidents that cannot be resolved with Tier 2 support are escalated to Tier 3. At this tier our highest level engineers collaborate with 3 rd Party vendors/support engineers to resolve the issue. Management staff is notified and monitors progress until resolution.

CREDIT REQUESTS FOR MANAGED SERVICES RESPONSE TIME FAILURES

In the event that XTI or MCL fails to meet a response time metric as stated in the response and resolution table above by more than 150% of the timeframe stated therein, as measured from the date and time a support ticket is placed by You, You may be eligible for a Services Credit of one (1) day service credit. Credits will be calculated as a percentage of the fees for device(s) adversely affected by the failure for the current monthly billing period during which the failure occurred.

MANAGED SERVICES CREDIT REQUEST AND PAYMENT

You must apply for a Managed Services Credit by submitting a request to accounting@xypert.com or accounting@metatel.com within (7) seven business days of a Response Time Failure. For calculating Response Time Credit allowances, every month is considered to have 30 days. Credit Requests for Response Time Failures will be reviewed by XTI or MCL staff and shall be granted in XTI's or MCL's sole and absolute discretion. In the event that a Managed Services Credit is granted, the credit will be applied to Your invoice no later than two billing cycles after acceptance of the Managed Services Credit Request.

MANAGED SERVICES STANDARD SUPPORT HOURS, SURVEYS AND ESCALATION CONTACTS

The XTI and MCL support desk is available 24 hours per day. The preferred method of requesting support is by way of email by sending a message to support@xypert.com or support@metatel.com as appropriate for your contracted service. This method automatically creates a support request ticket in our operating system and is the most efficient way of initiating assistance. Phone calls are a second method of contact; users can dial 248-524-0101 and choose option 2 at the prompt. There are two staffing support intervals referred to as "normal business hours" and "after-hours". The XTI and MCL support desk normal business hours are Monday through Friday, 7:00am to 6:00pm during which time, support engineers are immediately available. The XTI and MCL support desk after-hours period is between the hours of 6:00pm and 7:00am Monday through Friday and during the 24 hour weekend period, the on-call technical staff will handle support requests.

Client satisfaction is of critical importance to our organizations. XTI and MCL utilize random surveys, which may be generated at the time of a support request being closed, to measure client experience with the service delivered. The survey provides valuable feedback to the individual, department manager and management team.

In addition to our support staff, there are other key administrative staff which are available as needed as escalation dictates:

- Service Delivery Manager, Joseph Tanner, x307
- Director of Technology, David Wagner, x310
- Vice President of Operations, Fred Sherrerd, x315 cell 586-980-0598

Hosted Voice and Data Services

HOSTED VOICE AND DATA SERVICES AVAILABILITY

XTI and MCL guarantee that our data center network and Hosted Services shall be available 99.99% of the time in a given month. Hosted Services uptime includes all XTI and MCL owned and operated network infrastructure including servers, storage, switches, routers, and cabling. XTI and MCL do not guarantee service levels for services provided to You where XTI or MCL is not the last mile provider. Services provided to You by XTI or MCL that are purchased by XTI or MCL from another last mile provider and which are utilized by XTI or MCL as a part of Your Service shall be subject to the respective last mile providers SLA, which may be provided to You upon request and which is specifically incorporated herein.

CREDIT REQUESTS FOR HOSTED DATA AND VOICE SERVICES OUTAGES

In the event of an outage, defined as Hosted Services unavailable for more than 30 minutes, You may be eligible for a Hosted Data of Voice Services Credit. Credits will be calculated as 5% of Your monthly Hosted Service fee for every 30 minutes the service is unavailable up to 100% of Your monthly fee of the affected Hosted Service for the current monthly billing period during which the outage occurred. In no event shall your Hosted Data of Voice Services Credit exceed one month's monthly recurring fee for the effected service.

HOSTED VOICE AND DATA SERVICES CREDIT REQUEST AND PAYMENT

You must apply for an Outage Credit by submitting a request to accounting@xxpert.com or accounting@metatel.com within (7) seven business days of the initial outage. Outage Credits will be applied to Your invoice no later than two billing cycles after acceptance of Your Outage Credit request.

GENERAL TERMS GOVERNING OUTAGES FOR HOSTED VOICE AND DATA SERVICES

Outages that are not caused by You, or during which XTI or MCL does not provide a satisfactory replacement Service, may be credited to You for the part of the Service that the Outage affects, subject to the Limitations on Outage Credit Allowances. An Outage period begins from the time Your Service is reported or is found to be out of Service, whichever occurs later. For calculating Outage Credit allowances, every month is considered to have 30 days. An Outage Credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only the equipment on the interrupted portion of the services will receive an Outage Credit. You may not cancel Hosted Voice and Data Services for service interruption.

LIMITATIONS ON ALL OUTAGE CREDIT ALLOWANCES AND CANCELLATIONS

Outage Credit Allowances for Service Interruptions to Hosted Voice and Data Services are only permitted when an interruption occurs because of a failure of a component furnished by XTI or MCL. Additionally, no Outage Credit will be made for: (a) Outages due to the cause of, negligence of, or noncompliance with this Agreement or any posted policy of XTI or MCL by, You or Your Users; (b) Outages during any period in which XTI or MCL are not given full and free access by You to Your facilities and equipment for the purpose of investigating and correcting interruptions; (c) Outages during a period in which You continue to use the Service on an impaired basis; (d) Outages during any period of scheduled maintenance or for implementation of an Order placed by You for a change in Service arrangements; (e) Outages during a time period in which XTI or MCL provides a satisfactory replacement Service, (f) Outages due to any force majeure event beyond the reasonable control of XTI or MCL, including, but not limited to cable cuts, third party routing, storms, tornadoes, power surges, other acts of nature, (g)

Outages which occur on the Last Mile portion of a given circuit or which occur as a result of an act, omission, negligence, recklessness, or willful act of a third party, and (h) Outages which are caused by a design defect, inherent or latent flaw in a piece of equipment purchased by XTI or MCL from a third-party.

Dedicated Internet Services

AVAILABILITY

XTI and MCL guarantee that access to the Internet and core network nodes (PoP to PoP) shall be available 99.9% of the time in a given month. Network uptime includes all XTI or MCL owned and operated Internet Protocol (IP) routing network infrastructure including switches, routers, and cabling. XTI and MCL do not guarantee service levels for services provided to You where XTI or MCL is not the last mile provider or cable, switch, or router owner. Services provided to You by XTI or MCL that are purchased by XTI or MCL from another last mile provider and which are utilized by XTI or MCL as a part of Your Service shall be subject to the respective last mile providers SLA, which may be provided to You upon request, and which is specifically incorporated herein.

CREDIT REQUESTS FOR DEDICATED INTERNET SERVICES OUTAGES

In the event of an outage, defined as Dedicated Internet Services unavailable for more than 4 hours, You may be eligible for a Services Credit. Credits will be calculated as 5% of Your monthly Dedicated Internet Services fee for every 4 hours the service is unavailable up to 100% of Your monthly fee of the affected Dedicated Internet Services for the current monthly billing period during which the outage occurred. In no event shall your Hosted Data of Voice Services Credit exceed one month's monthly recurring fee for the effected service.

NETWORK LATENCY

Network Latency is a monthly measure of the XTI and MCL network-wide delay within the network, which is the average interval of time it takes during the applicable calendar month for test packets of data to travel between all selected pairs of XTI and MCL Network Backbone Nodes. Specifically, the time it takes test packets to travel from one XTI or MCL Network Backbone Node in a pair to another and back is measured for all selected pairs of XTI or MCL Network Backbone Nodes over a given month. Network Latency for the month is the average of all of these measurements. You shall be entitled to (1) one days Latency Credit of fees paid for bandwidth should XTI or MCL fails to meet an aggregate Network Latency target of 15ms during any calendar month. XTI and MCL do not guarantee minimum Network Latency standards for services provided to You where XTI or MCL is not the last mile provider. Services provided to You by XTI or MCL that are purchased by XTI or MCL from another last mile provider and which are utilized by XTI or MCL as a part of Your Service shall be subject to the respective last mile providers SLA, which may be provided to You upon request and which is specifically incorporated herein.

PACKET LOSS

XTI and MCL guarantee 0.1% or less Packet Loss within our network. If Packet Loss exceeds 0.1% during a given month, You will be eligible for an Packet Loss Credit equal to (1) one day of fees paid for bandwidth.

DEDICATED INTERNET CREDIT REQUEST AND PAYMENT

You must apply for an Outage Credit, Latency Credit or Packet Loss by submitting a request to accounting@xpert.com or accounting@metatel.com within (7) seven business days of the initial issue. Outage Credit, Latency Credit or Packet Loss will be applied to Your invoice no later than two billing cycles after acceptance of Your Outage Credit, Latency Credit or Packet Loss request.

GENERAL TERMS GOVERNING OUTAGES FOR DEDICATED INTERNET SERVICES

Outages that are not caused by You, or during which XTI or MCL does not provide a satisfactory replacement Service, may be credited to You for the part of the Service that the Outage affects, subject to the Limitations on Outage Credit Allowances. An Outage period begins from the time Your Service is reported or is found to be out of Service, whichever occurs later. For calculating Outage Credit allowances, every month is considered to have 30 days. An Outage Credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only the equipment on the interrupted portion of the services will receive an Outage Credit. You may not cancel Dedicated Internet Services for service interruption.

LIMITATIONS ON DEDICATED INTERNET SERVICE OUTAGE CREDIT ALLOWANCES AND CANCELLATIONS

Outage Credit Allowances for Service Interruptions to Dedicated Internet Services are only permitted when an interruption occurs because of a failure of a component furnished by XTI or MCL. The credits and guarantees contained herein for Network Latency and Packet loss are not applicable to circuits for which XTI or MCL is not the Last Mile provider. Additionally, no Outage Credit will be made for: (a) Outages due to the cause of, negligence of, or noncompliance with this Agreement or any posted policy of XTI or MCL by, You or Your Users; (b) Outages during any period in which XTI or MCL are not given full and free access by You to Your facilities and equipment for the purpose of investigating and correcting interruptions; (c) Outages during a period in which You continue to use the Service on an impaired basis; (d) Outages during any period of scheduled maintenance or for implementation of an Order placed by You for a change in Service arrangements; (e) Outages during a time period in which XTI or MCL provides a satisfactory replacement Service, (f) Outages due to any force majeure event beyond the reasonable control of XTI or MCL, including, but not limited to cable cuts, third party routing, storms, tornadoes, power surges, other acts of nature, (g) Outages which occur on the Last Mile portion of a given circuit, or which occur as a result of an act, omission, negligence, recklessness, or willful act of a third party, and (h) Outages which are caused by a design defect, inherent or latent flaw in a piece of equipment purchased by XTI or MCL from a third-party.