



## HYBRID HOSPITALITY SERVICE GUARANTEE

This Service Level Agreement (“SLA”) shall be governed by and subject to Allstream’s Master Service Agreement (“MSA”), and the applicable Service Schedule as posted on [www.allstream.com](http://www.allstream.com), as well as the applicable Service Order between the Customer and Allstream Business Inc. and/or Allstream Business US, LLC (“Allstream”). Capitalized terms not defined in this Service Guarantee will have the meaning ascribed to them in the MSA and/or Service Schedule and/or Service Order. Allstream and Customer may be referred to as a “Party”, and collectively as the “Parties.”

This Service Guarantee contains information relating to the provisioning of communications services (“Services”) as purchased by Customer from time to time by way of an Allstream approved Service Order.

### **Emergency Event Maintenance Request Response**

In the event of one or more of the following: (a) complete failure of the system, including the inability to complete any internal or external calls, (b) failure of a critical component affecting fifty percent (50%) or more of the seats/IP phones, an attendant console, or the voice mail system, or (c) failure of a component resulting in an emergency or critical situation as agreed upon by the Parties (aforementioned each an “Emergency Event”), Customer must promptly contact Allstream and open a trouble ticket to report the Emergency Event and request Emergency Event Maintenance.

When an Emergency Event Maintenance request is received, Allstream’s Response (defined below) time will be within two (2) hours from the time of the Emergency Event Maintenance request for requests submitted between the hours of 8:00 A.M. and 5:00 P.M. (local time), Monday through Friday (“Normal Business Hours”), and within four (4) hours for Emergency Event Maintenance requests submitted outside of Normal Business Hours, including U.S. and Canadian federal holidays. “Response” is defined as and includes the following: (x) verbal communication between Customer and An Allstream representative consisting of discussing, triaging and/or providing temporary solutions; (y) remote access by Allstream to the Customer’s systems; or (z) the dispatch of an Allstream field service engineer. In the event of an Emergency Event Maintenance Response, Customer agrees to provide all access to its facilities and systems as is reasonably required for Allstream to perform Maintenance.

### **Emergency Response and Spare Parts Credits.**

Allstream offers two \$1000 Customer Guarantees.

1. Emergency Response. If Allstream does not meet the defined “Response” Allstream will Credit Customer \$1000 to their account.
2. Emergency Spare Parts Replacement Inventory. If Allstream does not have the available CPD or Software in stock to provide emergency replacement within 24 hours, Allstream will credit customer \$1000 to their account.

### **Non-Emergency Event Maintenance Request**

A Non-Emergency Event Maintenance request is any Customer request for Maintenance that does not constitute an Emergency Event. Upon receipt of a Non-Emergency Event Maintenance request during Normal Business Hours, Allstream’s Response time will be within twenty-four (24) hours of the time the trouble ticket was created.

## **Exclusions**

Notwithstanding anything set forth to the contrary herein, maintenance does not include: a) work on any equipment at a location not listed in the Service Order; b) changes to, additions of, or removal of items, features, or attachments which require an Allstream representative onsite; c) repair or replacement of lost or stolen parts or materials; d) repair or replacement of items damaged through accident, negligence, abuse, misuse, disconnection or connection with incompatible equipment; e) equipment malfunction caused by the failure of electrical power or air conditioning; f) equipment malfunction arising from a Force Majeure event; g) troubleshooting and/or resolving any issues involving Customer's use of the VOIP application over the public internet; or i) repairs necessitated due to Customer's programming or system/application errors or Customer-provided equipment.

Customer must request any credit in writing to a Company Customer Care Representative, making reference to the trouble ticket, within thirty (30) days of the maintenance request.

The credits outlined above shall not be compounding. For any particular maintenance request, Customer may not be eligible for more than one (1) credit with respect to any maintenance request. If Customer fails to notify Company in the manner set forth herein within thirty (30) days after the maintenance request with respect to the applicable service credits, Customer will have waived its right to such response credits for that month. To be eligible for response credits, the Customer must be in good standing with Company and current in all of its obligations.