



Service Level Agreement (SLA)

Ritter Communications, Inc. is dedicated to providing high quality, reliable telecommunications services to business customers in Northeast Arkansas. This service level agreement is a commitment from Ritter Communications, Inc. to ensure the customer that Ritter Communications, Inc. service will enhance their business operations.

Scope and Definitions:

This agreement is intended to clarify specific levels of support, performance and services offered to the customer by Ritter Communications, Inc. This agreement and the Master Services Agreement (MSA) comprise the contract between Ritter Communications, Inc and the customer. The MSA shall describe the services provided to the customer by Ritter Communications, Inc. and this SLA shall describe the performance level of those services.

“Customer Premises Equipment (CPE)” – Equipment located at the customer's main office or remote offices. This equipment may be provided by either party and may be maintained by either party. Responsibilities for providing and managing CPE shall be described in the MSA.

“Facility” – This term is used to describe the physical circuit between equipment locations. A facility size and complexion is described in the MSA. A facility can be a single business line for voice services or a larger product in the broadband category.

“Site Visit” – This term is used to describe a Ritter Communications, Inc employee or a designated representative of Ritter Communications, Inc to physically be on-site at any of the customer's locations for the purpose of supporting the service subscribed to by the customer.

“Managed Services” – A product offered by Ritter Communications, Inc. that provides 24 hour monitoring of the customers' network, minimum site visits, reduced hourly costs for moves, adds and changes to the customer's network, and network performance reports. These services may apply, at the customer's discretion, to all voice services, data services, web services, or all services.

“Response Time” – A term used to describe a maximum time period between an initial customer report and a reply from a Ritter Communications, Inc. technical representative to the customer’s representative submitting the report.

“On-Site Response Time” – A term used to describe a maximum time period between the remote diagnosis and a site visit by a Ritter Communications, Inc. technical representative to the customer’s premises.

“Restoration Target” – A term used to describe the estimated time period necessary to fully restore service after the problem has been diagnosed.

“Status Updates” – A term used to describe a formalized system of providing periodic updates to the customer representative on the current status of the reported trouble event.

“Network Outage” – A total failure of the customer’s network or Ritter Communications, Inc.’s backbone or core network.

“Service Outage” – The interruption of service on a portion of the customer’s network.

“Maintenance Window” – The scheduled ‘after-hours’ period of time designated by Ritter Communications, Inc. to perform system maintenance on the Ritter Communications, Inc.’s core network or the customer’s network. Currently established as 12:00 AM to 4:00 AM each night.

“Escalation Process” – The customer will be provided with Ritter Communications, Inc.’s Escalation Procedure and a list of contact names and numbers for a twenty-four (24) hour contact of all levels of Ritter Communications, Inc.’s management personnel. The Escalation Procedures define Ritter Communications, Inc.’s internal escalation process during periods of network and service outage.

Ritter Communications, Inc.’s Limited Guarantee to Customer:

Customers of Ritter Communications, Inc.’s services who are provisioned on the Ritter Communications, Inc.’s core network are provided guarantees of network availability, services uptime and response times, subject to product descriptions as set forth in the MSA. Should a customer of any Ritter Communications, Inc.’s service experience a Network Outage or Service Outage of 20 minutes, but less than 4 hours, Customer will be eligible for a credit equal to the value of one days’ Service for the Service affected; if the Network Outage or Service Outage is for greater than 4 hours in duration, Customer will be eligible for a credit equal to the value of two days’ Service for the Service affected. The maximum credit available in any calendar month is 50% of the monthly recurring charges for the affected Service. Planned maintenance will not be considered an outage. This guarantee

may differ among services offered. Specific outage credits are described in each product description attached to the MSA. This limited guarantee does not apply in the event of fire, explosion, lightning, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities, fuel or energy shortages, acts or omissions of suppliers or other causes beyond Ritter Communications, Inc.'s control.

Guaranteed Response:

During normal operational hours;
Response time guarantee – 15 minutes
On-site Response guarantee – 2 hours

During off-peak hours;
Response time – 1 hour
On-site Response guarantee – 4 hours

Customer's Responsibility:

- Customer agrees to contact Ritter Communications, Inc. immediately of an outage.
- Customer agrees to provide access to all customer premises.
- Customer agrees to provide access to all CPE if not managed and maintained by Ritter Communications, Inc.
- If subscribed to "Managed Services", customer agrees to allow Ritter Communications, Inc.'s technical representatives access to all desktop devices, network devices and software licenses during normal working hours with minimal and reasonable interruption to customer business operations.

Outage Event:

Upon receiving an outage report from the customer, Ritter Communications, Inc. will make every attempt to resolve the problem immediately by remote access. Should remote access not prove successful, Ritter Communications, Inc will dispatch a qualified and knowledgeable service technician to the customer's affected site. Upon completed diagnosis of the problem, Ritter Communications, Inc. shall inform the customer's representative of the "Restoration Target". During repairs, Ritter Communications, Inc. will routinely notify the customer's representative of the outage progress at agreed to intervals between the customer representative and the assigned Ritter Communications, Inc.'s technical representative.

Outage History:

Ritter Communications, Inc. shall maintain historical data of all service effecting events on the customer's account and make available to the customer upon the customer's request.