

Appendix D to DIR Contract # DIR-TSO-2598
Service Level Agreement
For Cumulus Voice Conferencing Services

A. Service Availability Guarantee

Cumulus Voice Conferencing is designed for 100% availability.

Cumulus's solution is reliant upon customer infrastructure, the Public Switched Telephone Network and public Internet for service delivery. Cumulus Voice agrees to make the Service available ("Service Availability") at least 99.9% of the time. The Cumulus Voice Conferencing Service is considered unavailable only if the inability to connect to the service is caused by Cumulus Voice and not by Customer's communication infrastructure, failure of the Customer's PSTN or failure of the Customer's public Internet. If Customer's experiences Service Unavailability for more than 15 consecutive minutes, Customer will receive at Customer's request, one (1) day of Service Credit for each cumulative hour of Service Unavailability in any calendar month.

Provided that Cumulus Voice Conferencing Service experiences at least one (1) hour of Service Unavailability in any given calendar month, any additional Service Unavailability of less than (1) one hour will result in a proportional Service Credit. (Example: 2 hours, 15 minutes of Service Unavailability will result in 2.25 days worth of Service Credits). Customer may obtain no more than one (1) month Service Credit for any given month.

Additional Definitions.

Prior Month Charge means the charge invoiced by Cumulus Voice to Customer for service in the month prior to the applicable event. Pricing shall be in accordance with Appendix C, Pricing Index. Payments shall be in accordance with Section 6C of Appendix A, DIR Contract DIR-TSO-2598.

Service Unavailability means the number of minutes that Cumulus Voice Conferencing Service was not available to Customer, including the number of minutes that the Cumulus Voice Service was not available associated with any Non-Scheduled Maintenance to the Cumulus Voice Conferencing Service.

Service Unavailability will not include Scheduled Maintenance, or any unavailability resulting from:

- Problems with or maintenance on Customer's applications, equipment or facilities;
- Acts of omissions of Customer or an authorized user of customer; or
- Force Majeure.

Scheduled Maintenance means any maintenance of the Cumulus Voice Conferencing Service (or portion thereof) that is performed during a standard maintenance window in North America from 11:00 pm to 6:00 am Eastern Time. Customers will be notified via email at least two (2) business days in advance of any scheduled maintenance that is likely to affect their service. In most cases, maintenance will not take the full configuration window; however Cumulus Voice will inform Customer as to the anticipated duration of the maintenance notification email.

Service Credit means:

One (1) day Service Credit = 1/30 of Customer's Prior Month Charge

One (1) week Service Credit = 7/30 of Customer's Prior Month Charge

One (1) month Service Credit = Full amount of Customer's Prior Month Charge

B. Service Claim Process

In order to initiate a claim for Service Credit, Customer must contact Cumulus Voice within seven (7) business days after the end of the month for which credit is requested. The Service Credit request must provide: (a) the Customer name and contact information; (b) the date and approximate beginning/end time of the claimed outage or failed metric; and (c) a brief description of the characteristics of the claimed outage or failed metric.

Customer will be notified by e-mail upon resolution of the request. If rejected, the notification will specify the basis for rejection. If approved, Cumulus Voice will issue Service Credit to Customer's account, appearing on the next invoice issued. Multiple Service Credits will not be given for the same incident (i.e., failure to meet multiple criteria as a result of a single incident generates only a

single Service Credit). The total number of all Service Credits for all failures to meet Guarantees occurring in a given month may not exceed the total Prior Month Charge. Service Credits will be credited against a Customer's payment for charges due and (other than with respect to the last month of the Agreement) may not be received in the form of a refund.

The Guarantee and Service Credits provided for in this SLA assumes compliance by Customer with the terms and conditions of its Service Agreement with Cumulus Solutions, Inc., and the failure of Customer to comply with those terms and conditions may invalidate Cumulus Voice's guarantees provided herein. No credit is available for a Customer (a) that does not provide the necessary access to personnel and facilities at the Customer's premises to enable Cumulus Voice to perform comprehensive troubleshooting; or (b) whose account is not in good financial standing with Cumulus Voice.

Cumulus Voice is not liable for failure to fulfill its obligations hereunder to the extent such failure is due to Customer's use of service capacity in excess of the maximum amount specified in Customer's Service Agreement, Customer's tampering with any equipment of Force Majeure.