UBER ISP Service Level Agreement (SLA)

For Unified Communications Exchange as a Service (UxCaaS and UCaaS)

This Service Level Agreement (SLA) establishes the performance standards, commitments, and remedies applicable to UBER ISP's Unified Communications Exchange as a Service (UxCaaS) and Unified Communications as a Service (UCaaS) offerings. This SLA ensures a high-quality customer experience by defining the availability, performance metrics, and credit mechanisms to address service disruptions.

1. Definitions

• **Service Availability**: The percentage of time the UxCaaS and UCaaS services are operational and accessible to the customer within a calendar month, excluding periods of Scheduled Maintenance, Emergency Maintenance, or Force Majeure events.

• **Mean Opinion Score (MOS)**: A subjective measure of voice call quality based on user experience, with a score ranging from 1 (poor) to 5 (excellent). UBER ISP targets an MOS of 4.0 or higher.

• **Jitter**: The variation in the arrival time of data packets, measured in milliseconds (ms). Excessive jitter can result in degraded voice quality.

• **Time to Repair (TTR)**: The time taken to resolve a reported service issue, measured from the time the trouble ticket is acknowledged to the time service is restored.

• **Scheduled Maintenance**: Planned service downtime required for updates, upgrades, or infrastructure improvements. Customers will be notified at least 7 days in advance.

• **Emergency Maintenance**: Unplanned but necessary service downtime to address critical or unexpected issues. UBER ISP will provide as much advance notice as possible.

• **Force Majeure**: Events outside UBER ISP's reasonable control, such as natural disasters, acts of war, or government-imposed restrictions.

2. Service Availability Commitment

UBER ISP guarantees a minimum Service Availability of 99.9% per calendar month for UxCaaS and UCaaS services. This commitment excludes downtime due to Scheduled Maintenance, Emergency Maintenance, or Force Majeure events.

Service Availability is calculated as follows:

Service Availability (%) = [(Total Minutes in Month - Unavailable Minutes) / Total Minutes in Month] × 100

Where 'Unavailable Minutes' refer to the duration of unplanned outages impacting the customer.

3. Performance Metrics

UBER ISP is committed to maintaining the following performance standards:

• **Mean Opinion Score (MOS)**: A minimum MOS of 4.0 is targeted to ensure high-quality voice communications.

• **Jitter**: Jitter will not exceed 39.0 ms to maintain consistent voice and data performance.

• **Time to Repair (TTR)**: Service-affecting issues will be resolved within 4 hours of acknowledgment.

4. Service Credits

In the event that UBER ISP fails to meet the specified performance metrics, customers are eligible to receive service credits. These credits are calculated as follows:

Performance Metric or Issue	Service Credit
Service Availability (99.8% to 98%)	5% of Monthly Recurring Charge (MRC)
Service Availability (97.9% to 95%)	10% of MRC
Service Availability (94.9% to 90%)	25% of MRC
Service Availability (Below 90%)	50% of MRC
Failure to Maintain Minimum MOS (4.0) or Jitter (39.0 ms)	One day's share of MRC per affected day

Credits for TTR violations: For every hour beyond the 4-hour TTR commitment, customers are eligible for one day's share of the MRC for the affected service.

5. Credit Request Process

To request service credits, customers must follow these steps:

1. Notify UBER ISP Customer Support immediately upon experiencing a service disruption.

2. Obtain a trouble ticket number documenting the issue.

3. Submit a formal credit request within 30 days of the incident. The request must include the trouble ticket number, details of the issue, and any relevant evidence.

Approved credits will be applied to the customer's account within two billing cycles. Late or incomplete requests may be denied.

6. Exclusions

Service credits do not apply to disruptions caused by:

• Issues with customer-provided equipment or third-party services not managed by UBER ISP.

• Scheduled Maintenance or Emergency Maintenance.

• Force Majeure events (e.g., natural disasters, government actions).

• Customer non-compliance with UBER ISP's Acceptable Use Policy or Terms of Service.

• Network or service misuse by the customer.

7. Limitation of Liability

The total amount of service credits issued in a calendar month will not exceed the Monthly Recurring Charge (MRC) for the affected service. Credits are the sole and exclusive remedy for service disruptions. UBER ISP is not liable for indirect, incidental, or consequential damages.

8. Support and Escalation

UBER ISP provides 24/7 support to address service issues. Customers can escalate unresolved issues as follows:

1. Request escalation to a senior support representative.

2. Contact UBER ISP's Customer Advocacy Team at support@uberisp.com if further resolution is required.

9. Modifications

UBER ISP reserves the right to modify this SLA with 30 days' notice. Continued use of the services after the effective date constitutes acceptance of the revised SLA.

For full terms and conditions, visit: https://uberisp.com/legal.