

SIP TRUNKING SERVICES**SERVICE DESCRIPTION AND TERMS AND CONDITIONS****PART I - GENERAL****Service Agreement**

1. These Service Description and Terms and Conditions for SIP Trunking Services (the "**Service Provisions**") constitute part of any agreement (the "**Agreement**") between HCE Telecom Inc. ("**Supplier**") and the Customer identified in the Agreement ("**Customer**") which expressly incorporates by reference these Service Provisions. These Service Provisions and any other any Terms and Conditions, Policies, Service Descriptions and other provisions expressly incorporated by the Agreement collectively constitute the "**Terms and Conditions**". The Agreement and all Terms and Conditions collectively constitute the "**Service Agreement**".

Application of Terms and Conditions

2. These Service Provisions provide a description of, and the terms and conditions that relate specifically to, the particular "Services" (as defined herein) being provided by Supplier to Customer. These Service Provisions together with the other parts of the Service Agreement comprise the entire basis and agreement upon which the Services are provided by Supplier to Customer.

Definitions

3. In these Service Provisions the following terms shall have the meanings provided therefor below:

General Definitions

"**CRTC**" means the Canadian Radio-Television and Telecommunications Commission.

"**Monthly Recurring Charge**" or "**MRC**" has the meaning provided therefor in the Agreement.

"**Supplier's Website**" means the the SIP Trunking Services page on the website of Supplier at www.HCE.net.

"**Term**" means the period of time over which Supplier shall provide the Services to Customer identified in the Agreement, subject to earlier termination or extension in accordance with the Service Agreement.

"**Services**" means the Network Access Services and SIP Trunking Services (which includes Local Telephone Services) and, if selected by Customer in the Agreement, Supplementary Telephone Services, Enhanced Telephone Services, PBX Services and DID Numbers Services collectively; and "**Service**" means any of the Services separately.

SIP Trunking Services Definitions

"**SIP Trunking Services**" means Session Initiation Protocol Trunking Services which comprises a limited (by the terms of the Service Agreement), non-exclusive right to access and use Internet Protocol access circuit(s) routed across Supplier's Network allowing the transmission of real-time, multidirectional voice and data communications utilizing the Network Access Services. SIP Trunking Services includes Local Telephone Services. SIP Trunking Services shall be All in Canada Plan or All in North America Plan as selected by Customer in the Agreement. Each of the SIP Trunking Services terminates at the Customer's PBX. .

"**Local Telephone Services**" means outbound telecommunications by Customer from a number in Supplier's Footprint to a number in Supplier's Footprint.

"**Supplier's Footprint**" or "**Service Availability Exchanges**" means those NPA-NXX Codes (being telephone area codes and telephone number prefixes) which are identified on Supplier's Website, from time to time, for the purpose of these Terms and Conditions.

"**All in Canada Plan**" means all telephone calls originate and terminate within Supplier's Footprint in Canada.

"**All in North America Plan**" means all telephone calls originate and terminate within Supplier's Footprint in Canada or in continental United States of America (excluding Alaska).

"**PBX**" means a private branch exchange.

"**Supplementary Telephone Services**" means those, if any, of SIP Failover, SIP Overflow, SIP Redirect and SIP Load Balancing selected by Customer in the Agreement.

"**SIP Failover**" means configuration of the SIP Trunking Services to redirect DID Numbers to ring to an alternate termination point in the event of a failure of one or more of Customer's IP access circuits.

"**SIP Overflow**" means configuration of the SIP Trunking Services to redirect DID Numbers to ring to an alternate termination point in the event that the primary termination point is fully utilized.

"**SIP Redirect**" configuration of the SIP Trunking Services to redirect DID Numbers to ring to an alternate termination point based on certain pre-defined parameters, such as time of day, origination point of incoming call, identified in the Agreement.



SIP Load Balancing means configuration of the SIP Trunking Services to distribute the volume of incoming traffic volume across one or multiple IP access circuits.

Enhanced Telephone Services means those, if any, of Long Distance Telephone Services, Toll Free Services and DID Numbers Services selected by Customer in the Agreement.

Long Distance Telephone Services means outbound telephone calls by Customer to a number not in Supplier's Footprint.

Toll Free Services means configuration of the SIP Trunking Services to allow Customer to receive and be billed for incoming calls from country codes identified on Supplier's Website as available for toll free services.

DID Numbers means direct inward dial telephone numbers assigned to a communications gateway connecting the PSTN to Supplier's network allowing PSTN callers to directly reach Customer with SIP Trunking Services.

DID Numbers Services means the provision by Supplier to Customer of the number of DID Numbers identified in the Agreement.

PSTN means the Public Switched Telephone Network.

Telephone Services means all or any of Local Telephone Services, Supplementary Telephone Services and Enhanced Telephone Services.

SIP Session means a virtual voice and data connection between a Customer Location and the PSTN transported over an IP circuit.

Customer Location means a Location identified in the Agreement to which the Services are to be provided.

Network Access Services Definitions

Network Access Services comprise access to and use of Supplier's Network using Customer's Local Loop(s) and an Ethernet interface to connect Customer Locations to the maximum Allowed Bandwidth identified in the Agreement. Network Access Services may be Fibre Access Services and/or Copper Access Services.

Supplier's Network means the telecommunications network operated or used by Supplier exclusive of all Customer's Local Loops.

Customer's Local Loop means a telecommunications connection between Supplier's Network and the Demarcation Point of a Customer Location, including all fibre, wire, conduit, transmitters, receivers and facilities used to make the connection.

Demarcation Point means the UNI port facing Customer from the Supplier's Network at the router or PBX for a particular Customer's Local Loop, which may be located in either Supplier's facilities or Customer's facilities.

UNI or **User Network Interface** means the Ethernet interface physical medium installed by Supplier to provide Customer access to Supplier's Network.

Fibre Access Services means Network Access Services are provided over Supplier's Network, or a part thereof, where transmission is only over optical fibre and a Customer's Local Loop where transmission is only over optical fibre. Unless otherwise indicated in the Service Agreement, the Fibre Access Services are "symmetrical" (that is, the rate of reception is not less than the rate of transmission) and "full duplex mode" (that is, transmission and reception may occur at the same time).

Copper Access Services means Network Access Services are provided over a Supplier's Network, or part thereof, where any part of the transmission is over copper wire and/or a Customer's Local Loop where any part of the transmission is over copper wire. Unless otherwise indicated in the Service Agreement, the Copper Access Services are "asymmetrical" (that is, the rate of reception is less than the rate of transmission) and "full duplex mode" (that is, transmission and reception may occur at the same time).

Definitions in Service Agreement & Industry Meanings

4. Terms used and not defined herein shall have the meanings given thereto elsewhere in the Service Agreement. Unless otherwise expressly defined in the Service Agreement, words having well known technical or trade meanings within the telecommunications industry shall have such meanings.

PART II – TERM, PRICE & PAYMENT

Term

5. Subject to the provisions of the Service Agreement, Supplier shall provide the Services to Customer throughout the entirety of the Term.

Charge for Services

6. The Monthly Recurring Charge for the Services provided by Supplier to Customer is provided for in the Agreement. Payments additional to the Monthly Recurring Charge (including one-time charges and charges based on usage) may be required to be made by Customer to Supplier pursuant to other provisions of the Service Agreement.

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Invoicing & Payment

7. Invoicing by Supplier to Customer of charges payable by Customer to Supplier pursuant to the Service Agreement will be done in accordance with Supplier's General Commercial Terms and Conditions. Customer shall make payment to Supplier of all amounts payable by Customer to Supplier under the Service Agreement in accordance with, and subject to, the Agreement and the other provisions of the Service Agreement.

PART III - NETWORK ACCESS SERVICES**Allowed Bandwidth**

8. The bandwidth of the Network Access Services allowed for use by Customer (expressed in concurrent SIP Sessions) in relation to the SIP Trunking Services is identified in the Agreement.

Network Access at Demarcation Point

9. Supplier will provide access to Supplier's Network through a Customer's Local Loop at the Demarcation Point. The connection from the Demarcation Point to, and the installation and maintenance of, Customer's communication network and equipment is the responsibility and cost of the Customer.

Right of Access and Use Only

10. Customer does not by virtue of the Service Agreement or otherwise howsoever acquire any ownership or other interest whatsoever in Supplier's Network except the right to access and use Supplier's Network in relation to the SIP Trunking Services in accordance with, and subject to, the terms of the Service Agreement.

PART IV – SIP TRUNKING SERVICES**Provision of SIP Trunking Services**

11. Supplier will use commercially reasonable efforts to provide the SIP Trunking Services to Customer in accordance with and subject to the Service Agreement.

SIP Sessions

12. The number of concurrent SIP Sessions to be provided by Supplier to Customer is provided for in the Agreement. Customer may, from time to time, by notice to Supplier decrease or increase the number of SIP Sessions to be provided by Supplier to Customer, but: (i) a decrease of more than 25% of the number of SIP Sessions provided in the Agreement may result in an early termination charge for all SIP Sessions terminated in accordance with Supplier's standard prices at the particular time; and (ii) an increase in the number of SIP Sessions will require that Customer pay for the additional SIP Sessions in accordance with Supplier's standard prices at the particular time.

Customer SIP Components

13. Subject to the following section hereof, Customer shall provide, at its sole expense, all network requirements and site preparation necessary for operation by it of the SIP Trunking Services, including hardware, compatible SIP PBX and SBC or appropriate firewall capable of routing SIP traffic with appropriate bandwidth for the number of concurrent SIP Sessions to be provided under the Agreement.

Cloud-based PBX

14. If Customer uses a PBX residing in the cloud in relation to the Services, then the provision of the Services by Supplier is on a reasonable commercial efforts basis only and the provisions hereof in relation to the MTTR (section 41 herein) and Performance Discount (section 46 herein), shall be considered as deleted from these Service Provisions and shall not apply to the provision of the Services.

Provision of Virtual PBX by Supplier

15. If provided for in the Agreement, Supplier shall provide to Customer a virtual PBX ("**PBX Service**") at Supplier's standard charge therefor from time to time. PBX Service provided by Supplier to Customer shall have the attributes posted, from time to time, on Supplier's Website and which may change from time to time. Customer agrees that it shall be the responsibility of Customer to regularly visit Supplier's Website to determine if there has been any changes to the attributes of PBX Service. If there are changes to the PBX Service, it is the responsibility of Customer to adapt to the changes at Customer's expense.

Confidentiality of Access Codes and Passwords

16. Customer shall not disclose to anyone that does not have a need to know, shall keep and require to be kept confidential and shall not transfer all or any access codes and passwords that Supplier may provide to Customer for use in relation to the Services.

Unsupported Calling Features

17. SIP Trunking Services do not support 0+ calls, operator assisted calling, collect calls, third party billing calls, 900 or calling card calls, 3-1-1, 5-1-1 and other n11 calls or emergency E 9-1-1 calls.

Emergency 9-1-1 Service

18. The Services include Emergency 9-1-1 Service. The limitations of the Emergency 9-1-1 Service include: (i) the caller's location information and phone number will not automatically be delivered to the public service answering point ("**PSAP**") for a 9-1-1 call, and will have to be provided verbally by the caller; (ii) the call control features that allow the PSAP to control the line on which the 9-1-1 call was made will not be available; (iii) the service will not be available if Customer's equipment is not configured properly, or is not functioning; (iv) the service will not be available during a power outage; (v) the

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service will not be available during an internet outage; (vi) the service will not be available if the Services are suspended or terminated; and (vii) it will take longer to connect to the PSAP. The Customer acknowledges and understands the limitations of the Emergency 9-1-1 Service. Customer understands and agrees that it is Customer's obligation to ensure that all users of the Services are aware of the limitations of the Emergency 9-1-1 Service. Customer assumes all liability and responsibility for the provision to users of the Services of the Emergency 9-1-1 Service. Customer agrees to indemnify and hold Supplier (and its officers, directors, shareholders, employees and representatives) harmless for any and all injury, death or damage whatsoever, whether direct or indirect, that may result from any limitations of the Emergency 9-1-1 Service, including the limitations aforesaid.

Emergency 9-1-1 Service Charges

19. Any emergency 9-1-1 fee charged to Supplier in relation to Customer shall be billed by Supplier to, and shall be payable to Supplier by, Customer.

Unauthorized Use and Charges

20. Customer must immediately notify Supplier by calling Supplier Customer Support in the event that the Services are used contrary to the provisions of the Service Agreement or otherwise in an unauthorized manner. Customer will be responsible to pay Supplier for all costs and charges to Supplier resulting from the use of the SIP Trunking Services contrary to the provisions of the Service Agreement or otherwise in an unauthorized manner.

Unsolicited Messages Etc.

21. The transmission of unsolicited calls and advertisements and use of auto-dialers is regulated by the CRTC. The transmission of unsolicited voicemail, broadcast and fax advertisements and the use of auto-dialers through the SIP Trunking Services by, or allowed howsoever by, Customer is prohibited. In the event of a breach of this provision, Supplier may on account thereof terminate the Service Agreement. . If Supplier terminates a Supply Agreement for reasons set forth in this Section, then all payments under the Supply Agreement not yet paid to Supplier by Customer for the balance of what would have been the term of the Service Agreement shall become immediately due and payable by Customer to Supplier as liquidated damages, and not as a penalty.

PART V – DID NUMBERS SERVICES

DID Numbers Services – DID Numbers and Charges

22. The DID Numbers Services provide to Customer the number of DID Numbers identified in the Agreement. Customer shall pay Supplier the one-time charge for each DID Number provided by Supplier to Customer on the Effective Date that is provided for in the Agreement. For any additional DID Numbers subsequently provided by Supplier to Customer,

Customer shall pay Supplier a one-time charge which shall be Supplier's standard charge therefor from time to time.

DID Numbers Provided

23. The actual DID Numbers provided by Supplier to Customer shall be determined solely by Supplier. Supplier cannot guarantee the availability of a particular telephone number prior to the activation thereof. Supplier is not liable for any claims, actions, demands, loss or damages resulting from the advertisement, publication, distribution or other use of a telephone number prior to, or following, the activation of the telephone number.

Right of Supplier to Change DID Numbers

24. Supplier reserves the right to change DID Numbers assigned to Customer by Supplier if such change is required by the Canadian Numbering Administrator, which governs the allocation of telephone numbers in Canada. Supplier shall provide reasonable notice of any such required change in DID Numbers except where circumstances beyond the reasonable control of Supplier prohibit or preclude Supplier from being able to provide a reasonable period of notice.

Release of DID Numbers

25. In the event of termination, cancellation or expiry of the Service Agreement, all DID Numbers associated with Customer which have not previously been ported to another provider may be released by Supplier. The cancellation of individual subscriber lines may result in the release of the associated DID Numbers if those numbers have not previously been ported to another provider. Customer is solely responsible for working with its new third-party provider to port out any DID Numbers prior to termination, cancellation or expiry of the Service Agreement, or any individual subscriber line.

No Directory Listing

26. Supplier does not provide directory listing for DID Numbers or other telephone numbers.

PART VI - PORTING

Number Porting

27. Customer must keep its existing service active in order to port a phone number to Supplier's Network. In order for the porting of a telephone or facsimile number across Supplier's Network, Customer must complete all steps and provide all information requested by Supplier as part of the number port-in process of Supplier. A port request can have no more than one hundred phone numbers from the same third party service provider account into Supplier's Network. A port request beyond 100 numbers will be split into multiple orders. If there are many numbers defined, a port request will be broken into one order per telephone number rate centre. A minimum period of 14 business days is required to process any porting request. The porting of phone numbers into or out of

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Supplier's Network requires Customer's provision of specific and detailed information to Supplier and/or other service providers, compliance with procedures imposed by other service providers or Supplier, and compliance with applicable laws, regulations and rules and industry standards. Therefore, the completion of any number port request may depend on factors outside of Supplier's control, including delays caused by Customer and/or other service providers and Supplier shall have no liability to Customer on account of such delays.

Porting Service Interruption

28. With respect to SIP Trunking Services, Customer acknowledges that in-bound long distance, toll free and local services may be temporarily unavailable during the porting of Customer's telephone numbers from Customer's previous network to Supplier's Network and Customer agrees that Supplier is not liable for any such suspension of service nor for any loss or damages that may result.

Unauthorized Port Outs

29. Phone numbers may be ported out from an account due to acts or omissions of third parties, and it may be difficult or impossible for Supplier to: (i) prevent such port-outs; (ii) retrieve numbers ported out of an account; or (iii) port such numbers back into an account. Supplier has no responsibility or liability due to such port-outs.

Compliance with Porting Laws

30. The porting of numbers is subject to CTCR regulations and requirements and to telecommunications and other laws and may be subject to third-party terms and conditions. Customer, and/or any party acting on Customer's behalf, shall not: (i) violate any applicable law, regulation, rule or industry standard or engage in any fraudulent or deceptive conduct in its porting-related requests or activities; (ii) engage in or facilitate "slamming" or the porting out of any telephone or facsimile number or change or attempt to change any party's telephony service provider without first obtaining the proper, requisite consents and authorizations; or (iii) violate contractual or other obligations to service providers or other third parties.

PART VII - TELEPHONE SERVICES

Service Availability

31. Telephone Services are provided by Supplier to Customer under the Service Agreement only in relation to the Service Availability Exchanges from time to time. Supplier may, from time to time, change the Service Availability Exchanges without notice to Customer. It is the responsibility of Customer to consult Supplier's Website to determine which Service Availability Exchanges that Telephone Services are provided by Supplier under the Service Agreement at any particular time.

Charges & Invoicing for Telephone Services

32. The charge for Local Telephone Services provided by Supplier to Customer is included in the MRC for SIP Trunking Services provided for in the Agreement.

The charge for Supplementary Telephone Services provided by Supplier to Customer is included in the MRC for the Services provided for in the Agreement.

The one-time charge for DID Number Services provided by Supplier to Customer is provided for in the Agreement.

The basis for charges for Long Distance Telephone Services provided by Supplier to Customer is provided for in section 35 hereof.

The basis for charges for Toll Free Services and for specific toll free numbers provided by Supplier to Customer is provided for in sections 37 and 38 hereof.

PART VIII – LONG DISTANCE TELEPHONE SERVICES

Provision of Services

33. Long Distance Telephone Services are provided by Supplier to Customer only if it is so provided in the Agreement.

Additional Definitions

34. In these Service Provisions the following terms shall have the meanings provided therefor below:

"**North America LD Call**" is an outbound telephone call by Customer terminating in Canada outside Supplier's Footprint or terminating in continental United States of America (excluding Alaska).

"**International LD Call**" is an outbound telephone call by Customer terminating outside Canada and outside the continental United States of America (excluding Alaska).

"**LD Call**" means either a North America LD Call or an International LD Call.

Charges for LD Calls

35. Supplier's charge to Customer for an LD Call is based on the time that the LD Call lasted. The rate for an LD Call is the rate payable by Supplier in relation to the call plus two cents for the initial 30 seconds segment of a call, or part thereof, and plus two cents for each six seconds, or part thereof, thereafter that the call lasted.

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PART IX – TOLL FREE SERVICES

Provision of Toll Free Services

36. Supplier shall provide Toll Free Services to Customer only if so provided in the Agreement.

Charges for Toll Free Services

37. Supplier's charge to Customer for a Toll Free telephone call is based on the time that the call lasted. The basis for charges for a toll free call is provided for in the Agreement.

Specific Toll Free (Vanity) Numbers

38. Customer requests for specific toll free numbers will be accommodated by Supplier subject to number availability and subject to payment of the search charge for each search made for a specific toll free number in accordance with Supplier's standard prices at the particular time or, if provided for in the Agreement, subject to payment of the search charge provided for in the Agreement. Supplier will have no liability whatsoever for its failure or inability to obtain a requested number for any reason. Customer may be listed in published telephone directories of telephone companies at the rates specified in those carriers' tariffs.

PART X – IMPROPER USAGE

Fraudulent Activities

39. Customer shall be responsible for and shall fully indemnify Supplier against all liability, costs, expenses, claims or actions arising from calls the purpose or effect of which is theft, misuse, unauthorized use or breach of communications services or passwords or misleading or fraudulent communications of any nature ("Fraudulent Calls"). Fraudulent Calls include, without limitation, communications intended to effect theft through unauthorized use of calling cards. Fraudulent Calls also include, without limitation, all unauthorized or fraudulent communications on pay-per-call numbers, information service calls, directory assistance calls or the like for which Supplier is billed or that are passed through to Customer for billing to Customer's customers. Customer shall not be excused from paying Supplier for any SIP Trunking Services provided to Customer or any portion thereof on the basis that Fraudulent Calls comprised a portion of the SIP Trunking Services.

PART XI – SERVICE LEVELS, INTERRUPTION & RESTORATION

Requests for Assistance

40. All requests by a Customer for assistance in respect of the Services shall be made in accordance with Part VII of the General Commercial Terms and Conditions comprising part of the Service Agreement.

Mean Time to Restore Services

41. Unless otherwise indicated in the Service Agreement, the objectives of the Supplier is to have a mean time to restore ("**MTTR**") an interruption of the Services related to the Supplier's electronics and systems: **(i)**, of four hours for Fibre Access Services; and, **(ii)** of forty-eight hours for Copper Access Services. While the Supplier will use commercially reasonable efforts to achieve such objectives, the Supplier shall not have any liability for failing to achieve such objectives except for the provision of the Performance Discount in applicable circumstances in accordance with other provisions of these Service Provisions.

Service Level Objective for SIP Trunking Services Provided Over Copper Access Services

42. "**Supplier's Copper Access Service Level Objective**" with respect to SIP Trunking Services provided, in any part, over Copper Access Services is to provide those services on a best efforts basis and, while Supplier will use commercially reasonable efforts to achieve Supplier's Copper Access Service Level Objective, Supplier shall not have any liability to Customer should Supplier fail to achieve Supplier's Copper Access Service Level Objective. .

Additional Definitions

43. In these Service Provisions the following terms shall have the meanings provided therefor below:

"**Supplier's Fibre Access Service Level Objective**" with respect to the SIP Trunking Services provided entirely over Fibre Access Services is an Availability of not less than 99.999%.

"**Supplier's Fibre Access Service Level Agreement**" with respect to the SIP Trunking Services provided entirely over Fibre Access Services is an Availability of 99.8%;

"**Performance Discount**" means a discount of ten per cent of the Monthly Recurring Charge for the SIP Trunking Services for the month in which Supplier's Fibre Access Service Level Agreement is not met

Calculation of Availability

44. "**Availability**" is the time that the SIP Trunking Services are available for use by Customer. Acceptable Downtime shall not be included in the calculation of Availability. Acceptable Downtime includes time when the SIP Trunking Services are not Available to Customer due to: **(i)** interruptions for the purposes of allowing Supplier to maintain, repair, implement a request from Customer in relation to, upgrade or change Supplier's Network, a Local Loop or the Services; **(ii)** interruptions not reported to Supplier; **(iii)** interruptions due to Force Majeure; **(iv)** interruptions and delays caused by Customer (including delays in Customer providing Supplier access to investigate or correct interruption of service or failure of Customer's equipment or resulting from breaches or non-compliance by Customer of its obligations

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under the Service Agreement); (v) interruptions and delays caused by third parties (including denial of service attacks); (vi) the failure of equipment, systems or services not controlled by Supplier; (vii) outages of less than sixty seconds in duration; and (viii) transient service degradation of short duration which clears before any repair action is taken; (ix) troubles resolved with 'no trouble found'; (x) the failure of any Customer owned and maintained equipment; (xi) failures or security breaches of systems and applications not configured by Supplier; (xii) failures or security breaches caused by improper use, improper care, or damage to devices by Customer's employees or a third party; (xiii) failures or security breaches caused by the movement of hardware by Customer or a third party, electrical and power irregularities, or abnormal use; (xiv) failures or security breaches, where a device's configuration, IOS/Software, or hardware has been modified by Customer or a third party; (xv) failures or security breaches caused by undocumented hardware, IOS, software or other manufacturer deficiency; or (xvi) failures or security breaches caused by hardware, IOS/Software, or other deficiencies. The time that the SIP Trunking Services are not Available begins when Supplier opens a "Service Ticket" in response to an interruption in the provision of the SIP Trunking Services reported to Supplier by Customer and ends when the Service Ticket indicates the Services are no longer interrupted.

Supplier's Fibre Access Service Level Objective

45. While Supplier will use commercially reasonable efforts to achieve Supplier's Fibre Access Service Level Objective, Supplier shall not have any liability to Customer should the Supplier fail to achieve any of Supplier's Fibre Access Service Level Objectives.

Supplier's Fibre Access Service Level Agreement - Performance Discount

46. If the Availability of the SIP Trunking Services for any calendar month is less than the Supplier's Fibre Access Service Level Agreement, then Customer shall be entitled to the Performance Discount for that calendar month. The Performance Discount shall be the only liability of Supplier to Customer in relation to Supplier not achieving Supplier's Fibre Access Service Level Agreement or the failure of the Services to fulfill the requirements of the Service Agreement.

Performance Discount Applies Only With Respect to Supplier's Network

47. Notwithstanding the preceding section hereof, Supplier will provide a Performance Discount only in relation to traffic over Supplier's Network. In the event that a Customer Location is provisioned through a network not owned or operated by Supplier then no Performance Discount will be provided in relation to traffic between such Customer Location and another Customer Location and, instead, Supplier shall pass along to Customer the credits, if any, that Supplier may become entitled to from the third party provider.

Limit on All Credits & Discounts

48. In the event Customer is entitled to a Performance Discount, then Customer shall not be entitled to any other discounts or credits under other provisions of the Service Agreement with respect to the calendar month for which Customer receives a Performance Discount. In no event shall the total Performance Discounts for any calendar month exceed the Monthly Recurring Charge for the Services for that calendar month.

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