



HAWAII DIALOGIX TELECOM

HAWAII DIRECT TELEPHONE COMPANY, LLC dba HAWAII DIALOGIX TELECOM is a Hawaii-based LLC hereinafter referred to as HDT.

HDT warrants the availability of its network and hosted content shall be not less than 99.99% measured over any calendar month. In the event of a service outage, customers will receive up to 100 percent credit for interrupted service days, depending on the length of the outage. On outages of an hour or less, the Customer will receive a half-day, prorated monthly telecom, co-location, hosting, and/or port and permanent virtual circuits (PVC) credit. On outages over an hour, the customer will receive a full day additional credit. For all service interruptions lasting 1 day or more the Customer will receive a daily credit for the entire length of the outage up to 100 percent of the Customer's monthly telecom, co-location, port, or PVC fees. Upon verification of HDT exceeding such service downtime, as outlined below, HDT shall credit Customer's account for the next calendar month.

Outages will be counted as network unavailability only if:

- (a) HDT notifies the customer of the outage or
- (b) The customer opens a trouble ticket with HDT customer support within 72 hours of the outage.

If HDT's failure to meet the SLA set out in this Section is attributable to:

- (i) any actions or inactions by or on behalf of Customer;
 - (ii) failure or malfunction of Customer applications or equipment not provided and supported by HDT;
 - (iii) failure or malfunction of carrier transport circuits;
 - (iv) Scheduled Maintenance or
 - (v) any Force Majeure Event,
- then such remedy shall not be available to Customer.

Service Outages and Credits:

HDT will issue credit allowances for service outages as set forth below upon Customer's written request. A service outage begins when Customer reports the outage to the appropriate HDT number(s) to open a trouble ticket, and ends when the affected service is fully operational, as evidenced by the closing of the trouble ticket. No credits will be given for outages that are

- (a) caused by Customer or a Customer's end user(s);
- (b) due to failure of power or equipment provided by Customer or 3rd parties;
- (c) due to failure or malfunction of carrier transport circuits;
- (d) during any period in which HDT is not given access to the Service premises;
- (e) part of a planned outage for maintenance; or
- (f) due to a force majeure event.





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The total of all credits provided under the HDT SLA are limited to the monthly recurring charges for the affected Internet Access or Combined Services for the affected month of service. HDT will credit Customer's account if HDT fails to meet the Availability Guarantee during any given calendar month. The customer must provide information supporting the claim of a SLA violation such as busy tone, PING and/or trace route output taken at the time of the occurrence, which demonstrates the problem(s) being reported. At Customer's request, HDT will calculate Customer's "Network Unavailability" in a calendar month. "Network Unavailability" consists of minutes that the HDT network was not available to Customer, but will not include unavailability continuing for an hour or less which Customer fails to report to HDT within five days, or any unavailability resulting from:

- (a) Scheduled HDT network maintenance
- (b) Any customer-ordered (as opposed to HDT ordered) telephone company circuits,
- (c) Carrier transport circuits,
- (d) Customer's applications, equipment, or facilities,
- (e) Acts or omissions of Customer, or any use or user of the service authorized by Customer, or,
- (f) Reasons of Force Majeure (as defined below)

* Only customers who are provisioned on the HDT IP access network may make claims.

* The monthly access charge that will be the subject of the credit will be the monthly charge for the port.

* Force Majeure: This availability 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 disobedience, acts of civil or military authorities, fuel or energy shortages, acts or omissions of suppliers or other causes beyond HDT control, whether or not similar to the foregoing.

* Customer must notify HDT immediately of a Network Outage or Service Outage either by email (support@hawaiidt.com) or by phone (808-440-8700). Credit requests can be sent via an email addressed to accounting@dialogix.net or via US Postal service to HDT, 3375 Koapaka St C320, Honolulu, Hawaii 96819. HDT will acknowledge all requests.

* HDT will inform customer via e-mail and/or US Postal Service within 5 business days whether the request is approved or denied. Credits will appear on the bill for the applicable service no later than two (2) billing cycles after credit approval.

* All claims are subject to review and verification by HDT





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* HDT will take all measures it deems appropriate to investigate reported outages. Determination of credits due pursuant to this SLA will be made solely by HDT.

* Total credits under this SLA are limited to the monthly recurring charge for the affected service or combined service for the month in which the service does not meet the guarantees. Credits are exclusive of any applicable taxes charged to the customer or collected by HDT.

Equipment Maintenance:

HDT provides a full equipment replacement and service guarantee. If for any reason Customer's equipment becomes non-operational HDT will replace that equipment at no cost to the customer.

**Repeated physical equipment damage caused directly by Customer will not be covered under this agreement.*

Customer Service and Support:

HDT provides level 1 customer service 24.7.365. Level 2-customer service is provided from 8AM to 5PM M-F and via remote system analysis afterhours and on weekends unless deemed a critical emergency.

*Standard operating procedure for critical service requests requires a two (hour) lead-time for an onsite technician.

Termination of Service:

HDT services are prepaid and non-refundable. Written notice of termination of service must be received by HDT prior to the 10th of the month to avoid liability for charges for the following month. Customer must deliver or mail notice to:

Hawaii Dialogix Telecom
3375 Koapaka St C320
Honolulu, HI 96819

**Signed physical documents must be returned to HDT prior to installation of services. HDT requires a 50% deposit in advance of work on all Non-Recurring Charges*

