



## Exhibit Two Service Level Agreement

### Optivon Voice and Data Services

This Service Level Agreement (“SLA”) outlines the minimum service that a Subscriber may expect from Optivon for the Services covered under the End User License Agreement and Terms of Service (the “EULA AND TERMS OF SERVICE”) and the individual Subscription Application between Optivon and Subscriber. The following SLAs represent Optivon's sole responsibility and the Subscriber's (as defined in the EULA AND TERMS OF SERVICE) sole remedy related to the service level or performance of Optivon's Service. Optivon reserves the right to change these components or the parameters defined in this SLA without notice.

Capitalized terms not otherwise defined herein will have the meaning attributed to them in the EULA AND TERMS OF SERVICE. Except as otherwise expressly provided herein, in the event of any conflict between the terms of the EULA AND TERMS OF SERVICE and this SLA, the terms of the SLA shall govern.

#### 1.0 Service Levels.

1.1 Security. The systems used by Optivon in the provision of the Services shall use industry standard security measures, including adequate firewall protection to protect end-user accounts and submissions from unauthorized access by third parties

#### 1.2 Service Level

1.2.I Optivon will maintain the systems it uses in connection with the Services in accordance with generally accepted industry standards. Subscriber is responsible for the provision of communications facilities necessary to transport end-user communications to Optivon's point of presence.

1.2.II Optivon shall use commercially reasonable efforts to make the Optivon Services accessible to Subscriber twenty-four (24) hours per day, seven (7) days per week, at an availability rate listed in the table below, subject to emergency maintenance, failure of third party networks and communications facilities, and Force Majeure Events, as defined in Article 12 of the EULA AND TERMS OF SERVICE. Downtime for scheduled maintenance will not be considered in determining whether Optivon has met the availability commitment of this Section 1.2(ii). Optivon will use commercially reasonable efforts to limit downtime for scheduled maintenance and to provide Subscriber with at least forty eight (48) hour's advance notice of such downtime.

#### NETWORK PERFORMANCE SLA:

Service Network Availability Guarantee;  
Core Packet Loss Guarantee;  
Core Latency Guarantee.

#### SUBSCRIBER SERVICE SLA:

Core Mean-Time-to-Repair Guarantee.  
Subscriber Installation Guarantee

All other SLAs or warranties other than the Network Performance or Subscriber Service SLAs listed above and as described herein, whether expressed or implied, are hereby disclaimed.

#### 2.0 Definitions

- 2.1 "Optivon Network" The Optivon Network is the combination of Optivon operated equipment, network elements, and circuitry that provides Cloud PBX or IP Trunking service to the public, on a commercial basis. For the Cloud PBX or IP Trunking service and the purposes of this SLA, the Optivon Network includes the Subscriber's access port (the port on the Optivon access router or switch within the Optivon Network facility upon which the Subscriber's local circuit terminates), the Optivon designated hub routers, and the links between these hub routers.
  - 2.2 "Not Included in Optivon Network" The Optivon Network does not include: Subscriber Premises Equipment (CPE); Circuits, cabling, or network between the Optivon Network and a Subscriber's location, whether or not they are owned or controlled by Optivon, including non-tariffed facilities; any networks or network equipment not owned or controlled by Optivon.
- 3.0 Support.
- 3.1 Optivon representatives will be available Monday through Friday, 9 a.m. to 5 p.m. Eastern Time via Optivon's telephone number 787-625-8800. Emergency requests can be submitted to our center 24 hours a day 7 days a week.
- 4.0 Service Network Availability
- 4.1 Optivon's Service Network Availability Guarantee is that voice services through Optivon's voice network and Internet access through Optivon's data network will be available to the Subscriber.
  - 4.2 "Service Network Unavailability" means that the affected circuit used for the Services is unusable and is not in use by the Subscriber due to the failure of Optivon-controlled equipment or personnel. In the case of Service Network Unavailability, the Subscriber will be unable to connect to the Internet from the Subscriber's location or the Subscriber will lose local, intra-LATA toll, and/or long distance call processing capability.
  - 4.3 "Service Network Unavailability" shall not include the unavailability of the Optivon circuit resulting from: Planned or Emergency Network maintenance; Circuits or network elements provided by other telecommunications providers or other common carriers; An external ISP or an Internet exchange point; Subscriber-premises equipment, facilities, software, hardware or applications not under Optivon's control or not owned by Optivon; Service outages within the first 72 hours associated with new installations or change requests; Service outages resulting from non-Optivon owned CPE (or Integrated Access Device (IAD)); Service outages not supported by an opened Optivon Trouble Ticket; Optivon provided reasonable services such as DNS or SMTP Relay; Force Majeure events beyond the reasonable control of Optivon including, but not limited to, Acts of God, civil disorder, terrorism, natural cataclysm, government regulation, national emergency, fiber cuts and outages associated with any act or omission on the part of any third-party (including, but not limited to the Subscriber, its agents, or its third-party vendors); Any act or omission, fault or negligence on the part of the Subscriber, its agents, or any entity over which the Subscriber exercises control or has the right to exercise control; Trouble Tickets that are not associated with Optivon-provided service; Trouble Tickets opened by Subscriber for circuit monitoring purposes only; "Hold Time" during a "Pending Close" status, provided the Trouble Ticket is subsequently closed without further action. A "Pending Close" situation exists where the Subscriber is not immediately available for verification and concurrence on Trouble Ticket closure. In such a case, the Optivon NOC logs a pending close on the Trouble Ticket until the Subscriber can either be contacted or no further problem exists. If there are no further problems, the Optivon customer service center closes the ticket and notifies the Subscriber that the Trouble Ticket has been closed.
- 5.0 Problem Resolution.
- 5.1 When Subscriber reports an alleged problem with a Service, Optivon shall assign a problem tracking number and promptly investigate such problem to determine the nature and origin of such problem and, upon the completion of such investigation, outline to Subscriber the procedures to be followed in reaching a resolution to such problem. Subscriber shall coordinate with its end-user Subscribers to provide Optivon with, or allow Optivon access to, all information (including on-line access) available to Subscriber or its end-user, as the case may be, as may be reasonably necessary to diagnose and replicate the alleged problem. Optivon shall make all reasonable efforts during reasonable business hours to correct the reported problem.
  - 5.2 In the event of Service Network Unavailability, Subscriber must open a Trouble Ticket by contacting Optivon at (787) 625-8800.
- 6.0 Credits for Failures to Meet Service Levels.

- 6.1 Within thirty (30) days of the end of a calendar month, if Subscriber in good faith believes that Optivon has failed to comply with the service level commitments in Section 1.2 hereof for that month, Subscriber may provide Optivon with a written request for a credit. Such request shall explain Subscriber's grounds for determining that the service levels were not met during the month in question, in sufficient detail to permit Optivon to investigate Subscriber's claims. If upon investigation Optivon agrees that an applicable service level commitment was not met during that month, Optivon will apply a credit equal to one half of a pro rata portion of the Fixed Monthly Service Fee for each hour that the service level was not met to the next monthly invoice sent to Subscriber; provided that if Optivon completes its investigation into Subscriber's claims within the last ten (10) business days of any month, Optivon may apply the credit to the invoice sent to Subscriber for the month following the month in which Optivon concluded its investigation. If Optivon disagrees with Subscriber's claims, it shall notify Subscriber in writing of that determination.
- 6.2 In no event shall the total amount of credits issued to Subscriber per month exceed 50% of total amount invoiced to Subscriber for the affected Service for that month.
- 6.3 Exclusive Remedy; Limitations of Liability; Disclaimers of Warranty.
- 6.3.I THE CREDITS PROVIDED FOR IN THIS SECTION SIX ARE SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY FOR SERVICE OUTAGES AND FAILURES TO MEET THE SERVICE LEVEL COMMITMENTS CONTAINED HEREIN.
- 6.3.II THIS SLA IS SUBJECT TO ALL LIMITATIONS OF LIABILITY CONTAINED IN THE EULA AND TERMS OF SERVICE. IN NO EVENT WILL OPTIVON BE LIABLE, FOR SERVICE CREDITS OR OTHERWISE, FOR THE ACTS OR OMISSIONS OF ANY OTHER PARTY, INCLUDING WITHOUT LIMITATION, THE FAILURE OF FACILITIES PROVIDED BY SUBSCRIBER OR ANY THIRD-PARTY.
- 6.3.III EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, OPTIVON MAKES NO WARRANTY WITH RESPECT TO THE SERVICES, OR THE PROVISION OR MAINTENANCE THEREOF, AND EXPRESSLY DISCLAIMS ANY SUCH WARRANTY, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
- 7.0 Dispute Resolution. All disputes under this SLA shall be resolved in accordance with Article 27 of the EULA AND TERMS OF SERVICE.
- 8.0 Term. The term of this SLA shall commence upon the Effective Date of the EULA AND TERMS OF SERVICE, and continue for the term of the EULA AND TERMS OF SERVICE.
- 9.0 Core Network Packet Loss Guarantee:
- 9.1 Optivon guarantees that the Core Network Packet Loss will not exceed a monthly average of one percent (1%) across the Optivon Network during any calendar month.
- 9.2 "Packet Loss" is defined as the percentage of packets dropped between any two Optivon designated hub routers that are on the Optivon Network. Core Network Packet Loss is measured by averaging sample measurements taken approximately every 5 minutes during a calendar month between representative hub routers across the network. If Optivon determines that Core Network Packet Loss on the Optivon Network exceeds a monthly average of one percent (1%) during a calendar month, for each Subscriber service that is affected by such packet loss and on which this Packet Loss Guarantee was not met, the Subscriber is eligible to receive a three (3) day credit of the Optivon Service Monthly Fee.
- 10.0 Core Network Latency Guarantee: Optivon guarantees an average monthly Core Network Latency of 75 milliseconds or less across the Optivon Network. "Round trip time" or "Network Latency" is defined as the average time it takes an IP packet to enter and exit the Optivon Network between Optivon designated hub routers. Core Network Latency is measured by averaging sample measurements taken approximately every 5 minutes during a calendar month between representative hub routers across the network. If Optivon determines that the average monthly Core Network Latency across the Optivon Network exceeds 75 milliseconds during a calendar month, for each Subscriber service that is affected by such latency and on which this Latency Guarantee was not met, the Subscriber is eligible to receive a three (3) day credit of the Optivon Service Monthly Fee. If Optivon determines that the average monthly Core Network Latency across the Optivon Network exceeds 75 milliseconds during a calendar month, for each Subscriber service that is affected by such latency and on which this Latency Guarantee was not met, the Subscriber is eligible to receive a three (3) day credit of the Optivon Service Monthly Fee.

11.0 CORE NETWORK MEAN-TIME-TO-REPAIR (MTTR) GUARANTEE: Optivon guarantees a four (4) hour Mean-Time-to-Repair per service outage to restore a Subscriber's Optivon Cloud PBX or IP Trunking Service during periods of Optivon Network Unavailability. Optivon determines and assigns, in its sole discretion, each Trouble Ticket a severity level based upon the impact of the service disruption to the Subscriber's service.

11.1 "Mean-Time-to-Repair (MTTR)" shall mean the time it takes Optivon to restore to normal working condition an outage or interruption in the Optivon Network that has affected the ports associated with the Subscriber's service. This is an average of the sum of minutes during which a Subscriber's Trouble Tickets related to Service Network Unavailability were open in a billing month or reporting period. The outage period is calculated from the time that Optivon opens such Trouble Ticket for the Subscriber until the Optivon Trouble Ticket is placed in "Resolved" status. The Subscriber's satisfaction that the Service Network Unavailability Trouble has been resolved shall not be unreasonably withheld. The four (4) hour MTTR objective only applies when Optivon has opened a Service Network Unavailability Trouble Ticket for the Subscriber and for which the Subscriber subsequently allows Optivon access to the Subscriber premises and/or releases the circuit for testing, and otherwise cooperates with Optivon. The following equation will be used to calculate the Subscriber's MTTR:

$$\text{Monthly MTTR Average - (in minutes)} = \frac{\text{Sum of minutes between opening and closing of Service Network Unavailability trouble tickets during the billing month}}{\text{Total number of Service Network Unavailability trouble tickets during billing month}}$$

11.2 Exclusions

MTTR measurements shall not include the following:

- Trouble Tickets associated with new installations (before new service acceptance by the Subscriber);
- Trouble Tickets that are not associated with Optivon provided service;
- Trouble Tickets opened by Subscriber for circuit monitoring purposes only;
- Trouble Tickets associated with Subscriber Premises Equipment, whether or not owned by Optivon;
- Trouble Tickets associated with any act or omission on the part of the Subscriber or any third party, including but not limited to any local access provider;
- Trouble Tickets opened on a Cloud PBX or IP Trunking local loop, including non-tariffed facilities;
- Force majeure events beyond the reasonable control of Optivon (e.g. acts of God, government regulation, national emergency, etc.)
- "Hold Time" during a "Pending Close" status, provided the Trouble Ticket is subsequently closed without further action. A "Pending Close" situation exists where the Subscriber is not immediately available for verification and concurrence on Trouble Ticket closure. In such a case, the Optivon NOC logs a pending close on the Trouble Ticket until either the Subscriber can be contacted or no further problem exists. If there are no further problems, the Optivon customer service center closes the ticket and notifies the Subscriber that the Trouble Ticket has been closed.

11.3 If the Core Network MTTR Average exceeds four (4) hours for a calendar month, for each Subscriber service that is affected and on which this MTTR Guarantee was not met, the Subscriber is eligible to receive a three (3) day credit of the Optivon Service Monthly Fee.

12.0 Service Credit. Optivon will issue a Service Credit to Subscriber's account upon approval of its Service Credit Request. Service Credit will appear on the invoice issued in the month following the month in which the Service Credit Request was approved. Service Credit requests will not be issued for any account more than 30 days past due.

12.1 The Service Credit provided for in this SLA assumes compliance by Subscriber with the terms and conditions of its EULA AND TERMS OF SERVICE or Subscription Application with Optivon. Subscriber's failure to comply therewith shall invalidate the Guarantees provided herein. Furthermore, Optivon shall not be held liable for failure to fulfill its obligations hereunder if such failure is due to:

- Subscriber's use of bandwidth in excess of the amount specified in its Subscription Application with Optivon;
- Planned Network maintenance;
- Emergency restorative maintenance;
- Circuits or network elements provided by other telecommunications providers or other common carriers;
- An external Internet Service Provider or an Internet exchange point;
- Acts or omissions of Subscriber or any third party;
- Subscriber equipment, facilities or applications;
- Optivon provided reasonable services such as DNS and SMTP Relay;
- Local access provider outages or service interruptions; or
- Force Majeure as defined in the EULA AND TERMS OF SERVICE

### 13.0 Service Installation Guarantee

- 13.1 This Guarantee applies only to Subscribers with a contract for: 1) Optivon's Cloud PBX or IP Trunking Service, or 2) Optivon's Dedicated Internet Access product at a subscription rate of IP MPLS service. In each case, Optivon guarantees that such Subscriber's Internet Access Service will be installed within thirty-eight (38) business days after an order has been accepted and entered into Optivon's provisioning system by its Customer Service team.
- 13.2 This Guarantee is offered subject to the following conditions:
- 13.2.I For purposes of this Service Installation Guarantee, the term "Subscriber" shall only mean any customer with a contract with Optivon for Internet Access Service under its IP Trunking or Cloud PBX Service, or under its Dedicated Internet Access product for IP MPLS service.
- 13.2.II The Subscriber shall cooperate with Optivon in the installation process, including accurate and timely completion of an order form containing detailed demarcation information and other onsite contact listings. Any changes to an order made by or on behalf of the Subscriber, or any occurrence of events beyond Optivon's control, such as acts of third party telecommunications providers, may result in delays for which Optivon is not responsible hereunder.
- 13.2.III The Subscriber or its representative must be physically present at the time of installation and must access to the designated building's phone closet(s) on the date(s) agreed to by Optivon's Subscriber
- 13.2.IV Service Department. The same physical escort and building access must also be provided telecommunications provider to perform its tasks necessary for installation of the circuit.
- 13.2.V Only circuits ordered to existing Optivon PoPs are covered hereunder. Special circuits, including those for remote areas, or those that employ a technology which is other than that offered as a standard
- 13.2.VI Service or Dedicated Internet Access product/service contract, are not covered.
- 13.2.VII All circuits (including local loops, cross-connects and end-link circuits) must be provided by Optivon.
- 13.2.VIII The Subscriber shall be liable for the local-loop charges with respect to such order commencing with installation date despite the grant of Service Credit on this Installation Guarantee by Optivon.
- 13.3 In the event that service installation does not occur within thirty-eight (38) business days after an order has been accepted and entered into Optivon's provisioning system by its Customer Service team, for each Subscriber service affected and on which this Service Installation Guarantee was not met, the Subscriber is eligible to receive a one-time, three (3) day credit of the Optivon Service Monthly Fee.

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