

## SERVICE LEVEL AGREEMENT

**This Service Level Agreement (this "SLA") governs the use of the Services under the terms of the Master Service Agreement (the "MSA") and the relevant Order between Company and customer ("You") and is incorporated into the MSA by reference. This SLA applies separately to each of Your Accounts. Company may update, amend, modify or supplement this SLA from time to time.**

Capitalized terms used herein but not otherwise defined will have their respective meanings set forth in the MSA. In the event of any conflict between this SLA and the MSA, the MSA will govern.

Company will use commercially reasonable efforts to provide the Services as defined by the service Order purchased under Your Account.

### Definitions

**"Service"** – the Service including all real-time and other voice services, such as web-phone, 3rd party softphones and/or desk phones and other built-in features (API, etc.).

#### 1. Service Availability

Company will use commercially reasonable efforts to provide 99.6% Service Availability on a calendar-month basis. "Service Availability" means the functioning of all Voice Services including telephony and any other in-built services that have a direct impact on new call attempts and call completions that Company guarantees during any monthly billing cycle.

Secondary capabilities, such as voicemail availability, are not included in Service Availability.

#### 2. Exclusions

Loss of Service Availability caused by (i) issues beyond Company's reasonable control, including, without limitation, denial of service or similar attacks, mail bombs, DNS resolution, domain name expiration, hardware failure, Internet availability, End User portion of the network, IP transit provider issues, SYN attacks or any other Force Majeure Event; or (ii) any loss of Services related to periods of time where End User premises equipment is being replaced or repaired; or (iii) any issues related to the Services due to number porting; or (iv) any loss of Services due to Scheduled Maintenance, will be excluded from Service Availability calculations.

Any loss of Service Availability less than five (5) minutes in duration will not be considered as Service Unavailability.

#### 3. SERVICE AVAILABILITY CREDIT

If Service Availability under Your Account for any calendar month falls below the level set forth above Section 1, Company will issue a credit ("Service Availability Credit"). The credits will be verified for validity and will be subject to other conditions herein. The Service Availability Credit will be calculated at rates specified within the schedule included in the "Service Availability Credit" section.

- (a) To request a Service Availability Credit, (i) Your Account must be in good standing with Company, (ii) You must open a technical support ticket reporting an apparent Service interruption within seventy-two (72) hours of the event. Service Availability Credit requests must include Your Account business number and the dates and specific times for which You are requesting Service Availability Credits. Company will validate information provided by You.

(b) Subject to Your valid submission of a Service Availability Credit request and the other conditions herein, if Service Availability under Your Account for any calendar month is below 99.6%, Company will issue a credit in accordance with the following schedule:

Service Availability	Amount of the credit as a percentage of monthly fee for affected Service
98.0% to 99.6%	3% of monthly fee credited
95.0% to 97.99%	5% of monthly fee credited
90.0% to 94.9%	10% of monthly fee credited
89.9% or below	2.5% credited for every 1% of lost availability up to the maximum total penalty limit. Limit may not exceed 50% of the monthly fees charged for use of the Service during the month for which the Service Availability Credit is to be issued.

The total Service Availability Credit due to End User may not exceed fifty percent (50%) of the monthly fees charged for use of the Service during the month for which the Service Availability Credit is to be issued, unless the amount to be credited is less than one dollar (\$1.00) in which case the credit amount will be one dollar (\$1.00). Only one (1) Service Availability Credit is available in any given calendar month. Credits are applicable only toward use of the Service and are not convertible into cash or any type of refund.

Notwithstanding anything set forth in the MSA or this SLA, the Service Availability Credit described herein will be Your sole and exclusive remedy in connection with any loss of Service Availability as described in such section or breach by Company of the MSA or this SLA.