



INTERMEDIA

The Business Cloud™

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 product Schedules between Voice Telco Services and customer (“**You**”) and is incorporated into the MSA by reference. This SLA applies separately to each of Your Accounts and only if You receive the relevant Services pursuant to an applicable product Schedule. Voice Telco Services 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.

1. DEFINITIONS

“**Cloud Voice**” means Your Hosted PBX service including all real-time and other voice services, Cloud Fax, conferencing services and SIP Trunking.

“**Cloud Voice Fees**” means the fees associated with the Services for the monthly billing period in which an interruption of service occurred.

“**Data Center Network**” means the portion of the Voice Telco Services cloud network extending from the network egress point of Your Cloud Voice service to the outbound port of the data center border router.

“**Scheduled Maintenance**” means maintenance that is announced at least ten (10) business days in advance, and that does not exceed sixty (60) minutes in any calendar month.

2. SERVICE

Voice Telco Services will use commercially reasonable efforts to provide the Services as defined by the plan or plans purchased or subscribed to under Your Account.

3. SERVICE AVAILABILITY

3.1. Definitions. “**Service Availability**” means Network Availability and Cloud Voice Availability. Voice Telco Services will use commercially reasonable efforts to provide 99.999% Network Availability and 99.999% Cloud Voice Availability on a calendar-month basis. “**Network Availability**” means the monthly uptime percentage excluding scheduled maintenance that Voice Telco Services guarantees during any monthly billing cycle. “**Cloud Voice Availability**” means the functioning of all Cloud Voice Services including telephony and conferencing services that have a direct impact on new call attempts and call completions that Voice Telco Services guarantees during any monthly billing cycle. Secondary capabilities, such as voicemail availability, are not included in Cloud Voice Availability.

3.2. Exclusions. Loss of Service Availability caused by (i) issues beyond Voice Telco Services’ reasonable control, including, without limitation, denial of service or similar attacks, mail bombs, DNS resolution, domain name expiration, hardware failure, Internet availability, Your 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 customer premises equipment is being replaced or repaired; or (iii) any issues related to the Services due to number porting, whether inbound or outbound; or (iv) other issues addressed in this SLA, will be excluded from Service Availability calculations.

3.3. Availability Calculations. To calculate Service Availability, Voice Telco Services uses a

combination of methods, including analyzing logs from both Voice Telco Services' event monitoring system and the actual affected infrastructure components. Voice Telco Services will match these findings with client reports to determine the actual timeframe. Any loss of Service Availability less than five (5) minutes in duration will not be included in the calculation of Service Availability.

4. SERVICE AVAILABILITY CREDIT

If Service Availability under Your Account for any monthly billing cycle falls below the level set forth above Section 3, Voice Telco Services 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 of the Cloud Services Schedule.

4.1. Service Availability Credit Request and Payment Procedures. To request a Service Availability Credit, (a) Your Account must be in good standing with Voice Telco Services, (b) You must open a technical support ticket in the administrative control panel reporting an apparent Service interruption within seventy-two (72) hours of the event, and (c) You must send an email or written Service Availability Credit request to the billing department in the month immediately following the month for which You are requesting a Service Availability Credit. Service Availability Credit requests must include Your Account name or Account number and the dates and specific times for which You are requesting Service Availability Credits.

Voice Telco Services will compare information provided by You to the data referenced in Section 3.3 above. A Service Availability Credit will be issued only if Voice Telco Services confirms from such data that a Service Availability Credit is available. Voice Telco Services will calculate the Service Availability Credit based on the type of particular Cloud Voice Service for which Service Availability was below the prescribed level, the Cloud Voice fees for the particular Service and the percentage of overall individual Service affected.

4.2. Limits on Service Availability Credit & Sole and Exclusive Remedies. 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 99.999%, Voice Telco Services 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 |
|----------------------|--|
| 99.0% to 99.999% | 3% of monthly fee credited |
| 98.0% to 98.99% | 5% of monthly fee credited |
| 95.0% to 97.99% | 10% of monthly fee credited |
| 90.0% to 94.9% | 25% 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 Cloud Voice fees charged for use of the Cloud Voice service during the month for which the Service Availability Credit is to be issued. |

The total Service Availability Credit due to You for any Cloud Voice services affected may not exceed fifty percent (50%) of the monthly Cloud Voice fees charged for use of the Cloud Voice 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 in this Section 4 of this SLA will be Your sole and exclusive remedy in connection with any loss of Service Availability as described in such section or breach by Voice Telco Services of the MSA or this SLA.

5. MAINTENANCE

5.1. Scheduled Maintenance. In order to maintain performance and security of the Services, Voice Telco Services performs Scheduled Maintenance within its published maintenance windows. This may require specific Services to be suspended during the maintenance period. Loss of Service Availability due to Scheduled Maintenance will not be included in the calculation of Service Availability. Voice Telco Services will use commercially reasonable efforts to notify You in advance of any Scheduled Maintenance that may adversely affect Your use of the Services.

5.2. Emergency Maintenance. Voice Telco Services may need to perform emergency maintenance, including security patch installation or hardware replacement. Voice Telco Services will not be able to provide You with advanced notice in case of emergency maintenance. Loss of Service Availability due to emergency maintenance will be excluded from calculations for Service Availability.

6. CERTAIN LIMITATIONS

6.1. E911. Voice Telco Services does not validate addresses entered by end users for the location of the devices they use, whether these are physical devices, softphones, or mobile apps. Accuracy of location information for use in Emergency Response is the sole responsibility of the end user.