

This Service Level Agreement governs the use of the Services under the terms of the Master Service Agreement (the “Agreement”) between Company.net, Inc. (“Company”) and You and is incorporated into the Agreement by reference. This Service Level Agreement applies separately to each of Your Accounts. Company reserves the right to update, amend, modify or supplement this Service Level Agreement from time to time.

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

The limits and sole remedies regarding Service Availability Credits total credits under this SLA are set forth in Section 3 of this Service Level Agreement.

1. SERVICE

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

1.1 Definitions

- "Cloud Voice" means your Hosted PBX service including telephony services, Conferencing services including Pay-per-use or Unlimited conferencing, and Cloud Fax service
- "Cloud Voice Fees" means the fees associated with the above mentioned services for the monthly billing period in which an interruption of service occurred
- "Data Center Network" means the portion of the Company 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 business days in advance, and that does not exceed sixty minutes in any calendar month

2. SERVICE AVAILABILITY

Company will use commercially reasonable efforts to provide the following Service Availability measured on a calendar-month basis.

- Network Availability: 99.999%
- Cloud Voice Availability: 99.999%

2.1 “Service Availability” is defined as follows

- With respect to “Network Availability”, is the Monthly Uptime Percentage excluding scheduled maintenance that we guarantee during any monthly billing cycle
- With respect to “Cloud Voice Availability” it is 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 we guarantee during any monthly billing cycle. Not included in this are secondary capabilities such as voicemail availability, or the ability to execute phone features during an active call.

2.2 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, Your portion of the network, IP transit provider issues, SYN attacks, and other events or any other Force Majeure Event, or (ii) other issues addressed in this Service Level Agreement, will be excluded from Service Availability calculations.

2.3. Availability Calculations

To calculate Service Availability, Company uses a combination of methods, including analyzing logs from both Company's event monitoring system and the actual affected infrastructure components and matching these findings with client reports to determine the actual timeframe. Any loss of Service Availability less than five minutes in duration will not be included in the calculation of Service Availability.

3. SERVICE AVAILABILITY CREDIT

If Service Availability under Your Account for any monthly billing cycle falls below the level set forth above clause 2, 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 of the Cloud Services Schedule.

3.1. Service availability credit request and payment procedures

To request a Service Availability Credit, (a) Your Account must be in good standing with Company, (b) You must open a technical support ticket in the administrative control panel reporting an apparent Service interruption within 72 hours of the event, and (c) You must send an email or written Service Availability Credit request to the Billing Department at billing@Company.net 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.

Company will compare information provided by You to the data referenced in Section 2.3 above. A Service Availability Credit will be issued only if Company confirms from such data that a Service Availability Credit is available. Company 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.

3.2. 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%, Company will issue a credit ("Service Availability Credit") in accordance with the following schedule:

Service Availability	Amount of the refund 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 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 \$1.00 in which case the credit amount will be \$1.00. Only one Service Availability Credit is available in any given calendar month.

Notwithstanding anything set forth in the Agreement or this Service Level Agreement, the Service Availability Credit described in Section 3 of this Service Level Agreement 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 Agreement or this Service Level Agreement. Credits are applicable only toward use of the Service and are not convertible into cash or any type of refund.

4. MAINTENANCE.

4.1. Scheduled Maintenance. In order to maintain performance and security of the Services, Company 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. Company will use commercially reasonable efforts to notify You in advance of any scheduled maintenance that may adversely affect Your use of the Services.

4.2. Emergency Maintenance. Company may need to perform emergency maintenance, including security patch installation or hardware replacement. Company 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.

5. CERTAIN LIMITATIONS

5.1 E911

Company 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.