

BCM One Unified Communications as a Service (UCaaS) Service Level Agreement

This Service Level Agreement ("SLA") sets forth the performance metrics applicable to BCM One's UCaaS Services (the "Service"). The provisions of this SLA state Client's sole and exclusive remedies for Service interruptions and Service deficiencies of any kind. Unless otherwise specified herein, all capitalized terms shall have the same meaning as defined in the Agreement.

1. DEFINITIONS.

- a. "Excused Outage" means any service outage resulting in whole or in part from any one or more of the following events: (1) Planned and Emergency Maintenance; (2) any failure or malfunction of a Client's or its Users' applications, equipment, facilities, cabling, switching, local area network (LAN), analog phone or analog phone adaptor (ATA) or any other equipment or services not provided by BCM One; (3) any outage resulting from the act, omission or fault on the part of Client or any User, any third party contractor or vendor, or any other party other than BCM One; (4) any event or occurrence that results in "No Trouble Found" resolution to Trouble Tickets; (5) any event or outage lasting under 60 seconds in duration; (6) Trouble Tickets associated with new installations; (7) interruptions where the Client or its User(s) elects not to release the service for proper testing and repair and continues to use it on an impaired basis; (8) interruptions during any period when BCM One or its agents are not allowed access to the affected access lines; (9) master Trouble Tickets opened by BCM One or by a qualified third party on behalf of BCM One such as those in the case of a fiber cut; or (10) any force majeure as defined in the parties' master service agreement.
- b. "Monthly Recurring Charge" or "MRC" means the fixed monthly amount paid by Client to BCM One for a Seat. For the avoidance of doubt, Monthly Recurring Charges do not include any usage-based charges including, but not limited to, those associated with international dialing, 411, Operator Assisted Dialing, DIDs, Porting Charges or other usage-based dialing services provided by any incumbent competitive local exchange carrier (CLEC).
- c. "Non-Voice Service" means any service that is not a Voice Service.
- d. "Network Operations Center Hours" means 24 hours per day, 7 days a week, 365 days a year.
- e. "Planned Maintenance" means any time period during which the Service will not be available as determined by BCM One with notice to Client via email or other communication at least three (3) days prior to the commencement of the maintenance.
- f. "Service Availability" means the percentage of time in a given month that a Client's Voice Service was available based on the following calculation: (i) the total number of minutes in a given calendar month, minus (ii) the total number of minutes of validated Service Downtime all divided by (iii) the total number of minutes in a given calendar month.
- g. "Service Downtime" means the period of time beginning when Client opens a Severity 3 (service completely inoperable) Trouble Ticket for a Service Outage and continuing until the Service is restored and an internally created electronic notification is generated which includes BCM One's time stamp indicating when the Service was restored. This time stamp will then be entered into the Trouble Ticket. Service Downtime is measured solely by time stamps created by BCM One and is rendered invalid if Client or any affected User is either unavailable or non-cooperative.
- h. "Service Outage" means an unscheduled period of time during which a User is unable to use the Service as a result of an error classified as Severity 3 (completely inoperable) by BCM One but excluding any and all time during Excused Outages.
- i. "Voice Service" means that portion of the BCM One Service involving the transmittal of voice over IP.

2. SUPPORT OBLIGATIONS & PROCEDURES.

- a. Support. BCM One agrees to provide the levels of support defined herein in accordance with the terms and conditions of the parties Agreement, associated Service Addendum and this SLA. BCM One shall have no obligations hereunder to any party other than Client and its Users.
- b. Escalation. In order to provide an orderly and defined means of resolving errors covered by this SLA, the parties agree to participate in an "escalation" process whereby an incident is intended to be identified, isolated and resolved through a series of well-defined procedures through which an increasingly knowledgeable staff member of the contacted party, whether technical or not, is involved in resolving the reported incident. Under no circumstances shall BCM One be obligated to perform any escalation procedures, and BCM One shall have no obligations hereunder, with respect to any issues resulting in whole or in part from (1) the use of a prior version of the Services; or (2) Cabling, switching, transport, analog phones and other equipment and/or services provided to Client by any party other than BCM One.
- c. Trouble Tickets. The opening of a *Trouble Ticket* is the method by which the parties shall commence escalation procedures. A Trouble Ticket will not be considered opened with BCM One until Client provides BCM One notification thereof to an email address or telephone number specified by BCM One from time to time in a format acceptable to BCM One, whether verbal or written. Upon receipt of all such information, BCM One will generate a time stamp for the applicable Trouble Ticket at which point the Trouble Ticket will be deemed open for all purposes herein. Client should direct all Trouble Tickets to troubleticket@bcmone.com.

3. SERVICE AVAILABILITY

- a. Service Availability for Voice Services. BCM One strives for and shall use its commercially reasonable efforts to maintain Service Availability for Voice Service at 100% per month.

4. SERVICE CREDITS.

- a. Service Credits for Voice Service. BCM One will use commercially reasonable efforts to avoid anticipated service interruptions and to minimize any Voice Service disruptions caused by BCM One. In the event a Voice Service interruption that is caused by BCM One's equipment and/or facilities makes voice calling unusable for more than fifteen (15) minutes in any single incident during a calendar day, Client will be eligible for a credit on its bill equal to 1/30th of the applicable portion of the monthly bill (a "Daily Voice Service Credit"). Client is limited to a maximum of one (1) Daily Voice Service Credit per calendar day. Further, in the event a Voice Service interruption caused by BCM One's equipment and/or facilities makes voice calling unusable for more than four (4) hours cumulative time per calendar month, Client will be eligible for an additional credit on its bill equal to one (1) week of the applicable portion of the monthly bill. Client is limited to a maximum of one (1) Weekly Voice Service Credit per calendar month.
- b. Service Credit Process. All credits are subject to prior verification by BCM One that a credit is properly due. In order to receive a Service Credit, Client must (i) open a Severity 3 Trouble Ticket within thirty (30) minutes of the first occurrence of an applicable event giving rise to the credit; and (ii) submit a written request for a credit to BCM One within fifteen (15) business days of opening of the Trouble Ticket. Written requests shall be sent to the Trouble Ticket email address noted above with "Request for Credits" in the subject line with the trouble ticket number.

c. Additional Service Credit Limitations and Caps.

- i. No Service Credits shall be awarded unless the applicable Client is operating BCM One's then current version of the Voice Service and telephone configuration at the time that the Service Credit arose. Service Credits may be awarded only after the Service Credit is applied for by Client and approved by BCM One.
- ii. The Service Credit is based on monthly billing calculations, depending on the specific Service Credit. For any billing month period in which BCM One fails to meet any of the Service Level Commitments in this SLA, the applicable Service Credit will be applied to the next month's Monthly Recurring Charges, as applicable. All decisions made by BCM One concerning this SLA or associated Service Credits will be final and binding.
- iii. In no event will the aggregate value of service credits awarded to Client for all Service Level Commitments in this SLA, including cumulative and simultaneous credits applied for Voice Service and Non-Voice Service credits during any calendar year, exceed an amount equal to one month's Monthly Recurring Charges (based on the average Monthly Recurring Charges paid per month during the applicable calendar year through and including the last full calendar month prior to the date that the credit is calculated).

5. CHRONIC OUTAGE.

- a. Client understands that minor interruptions in service may occur during BCM One's provision of UCaaS Services to Client. As used herein, the term Excused Outage shall have the same meaning as set forth in this SLA. All other outages are "Non-Excused Outages." In the event that Client experiences three (3) Non-Excused Outages which last more than four (4) hours, during any thirty (30) day period, as Client's remedy, Client may (a) give BCM One notice that it wishes to have BCM One migrate its telephone services to another BCM One UCaaS provider, and (b) BCM One shall comply at no cost to Client, provided that (i) Client gives BCM One notice of the event giving rise to its request for a replacement BCM One UCaaS provider within thirty (30) days thereof; and (ii) Client cooperates with BCM One in effectuating a replacement of the UCaaS provider. Any change to Client's Agreement resulting from an application of this clause must be in writing and signed by both Parties.