

This Service Level Agreement (“SLA”) applies only to Windstream’s Unified Communications as a Service (“UCaaS”) products, as defined herein (collectively, the “Services”). This SLA shall be deemed an addendum to the Unified Communications as a Service Equipment Rental Terms and Conditions Schedule or such other written contract for UCaaS Services executed by the parties.

This SLA is effective as of the first day of the first whole calendar month after the initial installation of Services. To be eligible for the credits under this SLA (“Service Credits”), Customer must be in good standing with Windstream and current in Customer’s obligations. To the extent of any conflict between the terms of this SLA and such other agreement with respect to Service Credits, this SLA shall govern.

1. Description of Services

The Services covered under this SLA are **Unified Communications as a Service**. They are a standardized set of unified communications subscriptions bundles based on either an Avaya Aura, Avaya IP Office, or Mitel MiVoice Business platform which are hosted in TierPoint Tier 3 Data Centers and delivered through a private cloud environment. These Services combine traditional PBX features with the advanced functionality of IP Telephony, such as Presence Management, Multi-site Integration, Unified Messaging, Collaboration and Mobility. Features and functionality vary depending on the platform and subscription bundles selected. Additionally, the Services may include on-premises handsets and/or gateways which Windstream provides as a rental to the customer.

2. Service Level Agreement (SLA)

Windstream commits to provide a level of service for Customers demonstrating:

2.1. **Application Layer Uptime.** This is defined as availability of the VoIP service platform running in the Windstream data center(s). For Mitel MiVoice Business and Avaya IP Office, Windstream commits to having the Service platform available 99.99% of the time without qualification. For Avaya Aura, Windstream commits to having the Service platform available 99.999% of the time without qualification. When deployed with WINpod, a hybrid cloud configuration of Avaya Aura, Windstream commits to having the Service platform available 100% of the time.

2.1.1. **Commitment Remedy.** If the Services fail to meet the above SLA, the Customer will receive a credit equal to the result of the Service Credit Calculation defined in Section 5.

2.2. **Repair or Replacement of Hardware within 48 Hours.** Windstream commits to ensuring that hardware which is included as part of the Services will be repaired or replaced within forty-eight (48) hours of Customer notification to Windstream of the hardware being non-functional.

2.2.1. **Commitment Remedy.** If Windstream fails to meet the above SLA, the Customer will receive a credit equal to the result of the Service Credit Calculation defined in Section 5.

3. Windstream-Provided Circuits Enabling Services

3.1. In the event the Customer has entered into an agreement with Windstream to provide connectivity enabling these Services, this SLA shall be deemed an addendum to Windstream’s Enterprise Data Products Service Level Agreement.

- 3.2. If Services covered in this SLA are unavailable due to Windstream-provided circuit outages, Windstream will provide a Service Credit for these Services as outlined in Section 5 of this SLA.

4. SLA Exclusions

This SLA and any applicable service levels do not apply to any performance or availability issues:

- 4.1. Due to Maintenance Windows, as defined in Section 6 of this SLA.
- 4.2. Due to reasons of Force Majeure, such as fire, explosion, lightning, power surges or failures, water, flood, or other causes beyond Windstream's control, whether or not similar to the foregoing.
- 4.3. That resulted from Customer's access circuits which are not provided by Windstream (see Note A below).
- 4.4. That resulted from Customer's LAN/WAN or inside wiring which are not provided by Windstream (see Note B below).
- 4.5. That resulted from Customer's or third-party hardware or software.
- 4.6. That resulted from actions or inactions of Customer or third parties.
- 4.7. During beta and trial Service (as determined by Windstream); or
- 4.8. Attributable to the acts or omissions of Customer or Customer's employees, agents, contractors, or vendors or anyone gaining access to Company's Services by means of Customer's authorized users' accounts or equipment.

NOTE A: Service is "Best Effort ONLY" and no credit will be applied, and no SLA is applicable for issues caused by third party provided circuits which Windstream cannot control or circuits that are below the recommended bandwidth.

NOTE B: Service is "Best Effort ONLY" and no credit will be applied, and no SLA is applicable for issues caused by Customer's LAN/WAN or inside wiring which are not provided by Windstream.

5. UCaaS Service Credits

- 5.1. **Service Credit Calculation.** For any and each unavailability period during a monthly billing period, Windstream will provide a Service Credit of one percent (1%) of the then Monthly Recurring Charge ("MRC") for each block of eight (8) hours in which Windstream's UCaaS Services failed to meet the SLAs, up to a maximum discount of ten percent (10%) in a calendar month.
- 5.2. **MRC Definition.** The MRC may refer to the fees associated with Services for Customer's individual users (as in the case of the hardware SLA described in Section 2.2 above), single locations (for multi-site Customers where not all locations are impacted or covered under the SLA), or the Services fees in totality (in the event all users and all locations are impacted).
- 5.3. **Maximum Credit.** The total amount of Service Credits provided for within this SLA (either individually or on a cumulative basis) shall not, under any circumstance, exceed in any single billing period the total MRC for that period for the Services.
- 5.4. **Customer Must Request Service Credit.** To receive any of the Service Credits described above, Customer must notify Windstream within thirty (30) days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit.

- 5.5. To request a credit under this SLA, Customer must email their Windstream ISG Account Executive or Account Manager with a description of the requested credit along with the Windstream trouble ticket(s) opened for the asserted unavailability.
- 5.6. Service Credits for this SLA will only be calculated against MRC associated with this Service.

6. Maintenance Window Scope

Maintenance windows may cover any Services provided by Windstream as follows:

- 6.1. **Planned Maintenance** – Normal maintenance activities that may or may not disrupt Services:
 - 6.1.1. Of which Customer is notified seven (7) days in advance; or
 - 6.1.2. That is performed during a standard maintenance window Wednesdays from 12:01 am – 6:00 am and Sundays from 12:01 am – 8:00 am local time of the Windstream Hosted Solutions Data Center at which the UCaaS or UCaaS Dedicated equipment is located. Notice of Planned Maintenance will be provided to Customer’s designated point of contact by a method elected by Windstream (telephone, email, or customer dashboard).
- 6.2. **Planned Emergency Maintenance** – Planned Emergency Maintenance required to prevent a degradation or loss of Services:
 - 6.2.1. Of which Customer is notified twenty-four (24) hours in advance if conditions permit; or
 - 6.2.2. That is performed during a maintenance window any day from 12:01 am – 6:00 am local time of the Windstream Hosted Solutions Data Center location at which the UCaaS or UCaaS Dedicated equipment is located. Notice of Planned Emergency Maintenance will be provided to Customer’s designated point of contact by a method elected by Windstream (telephone, email, or customer dashboard).
- 6.3. **Unplanned Emergency Maintenance** – Unplanned Emergency Maintenance required to prevent a degradation or loss of Services:
 - 6.3.1. Windstream will utilize best efforts to notify Customer in advance if conditions permit.

7. General

Windstream will be the only party to determine (in its sole discretion) whether Windstream has not met any of the SLAs specified herein. Windstream reserves the right to change or discontinue any or all the SLAs detailed above at any time without notice to Customer. Customer must at all times cooperate with Windstream in testing, determining and verifying that a qualifying Services unavailability has occurred.