

# WINDSTREAM ENTERPRISE

## TALKDESK CCaaS Service Level Agreement

This Service Level Agreement (“SLA”) applies to WIN’s Talkdesk CCaaS product only (the “Service”). This SLA is effective as of the first day of the first whole calendar month after the initial installation of the Service and is hereby incorporated into the Customer’s written contract with WIN (the “Agreement”). WIN reserves the right to modify the terms and conditions of this SLA and/or any documents incorporated by reference from time to time without notice to Customer.

### 1. Effectiveness.

1(a). In the event of a conflict between the terms of this SLA and the terms of the Agreement, the terms of this SLA shall govern.

1(b). This SLA is effective during the Term (as defined in the Agreement).

1(c). This SLA is contingent upon Customer configuring and using the Service pursuant to the configuration recommendations listed at: [www.talkdesk.com/customer-community/](http://www.talkdesk.com/customer-community/), including but not limited to the recommended business continuity configurations described at that location.

### 2. Minimum Service Level Commitment.

Talkdesk shall use commercially reasonable efforts so that the Service is available at all times during a calendar month (the “Minimum Service Level Commitment”).

### 3. Availability.

3(a). The Service is considered “available” if: (1) Customers in a particular data center using the Service are able to make, receive, and forward voice calls and (2) call quality is sufficient to allow participants in calls to hear and understand each other.

3(b). WIN calculates available time on a monthly basis as follows:

$$\text{AVAILABLE TIME} = \frac{[\text{TOTAL NUMBER OF MINUTES} - (\text{UNAVAILABLE MINUTES} - \text{UNAVAILABILITY EXCLUSIONS})]}{\text{TOTAL NUMBER OF MINUTES}} \times 100$$

### 4. Service Credit.

4(a). To be eligible for a service credit as set forth in the table below (a “Service Credit”): (i) the Service unavailability time must be continuous; (ii) Customer must be current in all payment obligations to WIN; and (iii) Customer must request a service credit no later than seven (7) days after the end of the month during which the Service was not available and include in its request a detailed description of the time and circumstances during which the Service was not available. Credit requests under this SLA must be emailed

to their WIN Account Executive or Account Manager with a description of the requested credit along with the Windstream trouble ticket(s) opened for the asserted unavailability. Service Credits for this SLA will only be calculated against MRC associated with this Service. Service Credits cannot exceed the MRCs for the affected Service for the month.

**TALKDESK ESSENTIALS, ELEVATE, AND ELITE EDITIONS.**

Percentage of Time Service is Available	Service Credit
99.99% to 100%	None
99.0% to < 99.99%	10% of monthly License Fee for the Service
97% to < 99.0%	30% of monthly License Fee for the Service
< 97%	100% of monthly License Fee for the Service

**TALKDESK EXPERIENCE CLOUD EDITIONS.**

Percentage of Time Service is Available	Service Credit
100%	None
99.99% to < 100%	1% of monthly License Fee for the Service
99.0% to < 99.99%	10% of monthly License Fee for the Service
97.0% < 99.0%	30% of monthly License Fee for the Service
< 97.0%	100% of monthly License Fee for the Service

4(b). WIN shall promptly review Customer’s Service Credit Request. Provided that Customer is current in all of its payment obligations to WIN, WIN shall apply any Service Credit to Customer’s account against fees to be paid by Customer.

4(c). The Service Credits described above are Customer’s sole and exclusive remedy, and WIN’s only liability, for WIN’s failure to maintain the Minimum Service Level Commitment.

**5. Unavailability Exclusions.**

The following circumstances will be excluded when calculating the available minutes for the Service:

- i. any time period during which the Service is unavailable because of (a) disruptions in the Customer's internal network or any internet connectivity; (b) faults within third-party services or software, telecom providers, or other systems that are not operated or controlled by Talkdesk; (c) acts or omissions of the Customer; (d) general internet outages affecting multiple third-parties; (e) network or services availability issues related to denial of service attacks and other flooding techniques; or (f) events outside of Talkdesk's reasonable control including force majeure events; and
- ii. any Scheduled Maintenance (as defined below).

## **6. Scheduled Maintenance.**

"Scheduled Maintenance" means any time period during which Talkdesk has scheduled service maintenance, upgrades, and testing of failover capabilities. Except with respect to Scheduled Maintenance for which it is not commercially reasonable for Talkdesk to provide advanced notice, Talkdesk shall provide a minimum of 5 days advance notice of any Scheduled Maintenance and shall use commercially reasonable efforts to conduct Scheduled Maintenance between 8:00 am and 11:00 am UTC on low volume days of the week.