

networkWCS™ VOICE SERVICES

SERVICE LEVEL AGREEMENT

This Service Level Agreement (this “SLA”) governs the use of the Services under the terms of the Network Service Agreement or Signature Acknowledgement Agreement (the “Agreement”) and the relevant Pricing Schedules between WCS and Customer by reference. This SLA applies separately to each of Customer’s accounts and only if Customer receives the relevant Services pursuant to an applicable Pricing Schedule. WCS 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 Agreement. In the event of any conflict between this SLA and the Agreement, the Agreement will govern.

1. DEFINITIONS

“**networkWCS Voice Services**” means all real-time voice services products connected via *networkWCS* provided access to the *networkWCS* platform including *networkWCS* Hosted PBX, Business PBX, IntelliPRI, IntelliPRI Dual, IntelliLine, *networkWCS* Audio Conferencing, *networkWCS* SIP Trunking, *networkWCS* ICR or *networkWCS* International DID, International Toll-Free, Universal Freephone, Domestic Toll-Free, Local, or 1+ Outbound (Domestic and International), subscribed to by Customer.

“**networkWCS Voice Services 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 WCS cloud network extending from the network egress point of Customer’s *networkWCS* Voice Services 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

WCS will use commercially reasonable efforts to provide the Services as defined by the plan or plans purchased or subscribed to under your Agreement.

3. SERVICE AVAILABILITY

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

3.2. Exclusions. Loss of Service Availability caused by (i) issues beyond WCS’ reasonable control, including, without limitation, denial of service or similar attacks, mail bombs, DNS resolution, domain name expiration, hardware failure, Internet availability, Customer’s network (services or elements not provided by WCS) availability, public IP transit provider issues, upstream voice network 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, WCS uses a combination of methods, including analyzing logs from WCS’ event monitoring system and the actual affected infrastructure components. WCS will match these findings with Customer-provided 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 Customer’s Account for any monthly billing cycle falls below the level set forth above Section 3, WCS 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) Customer Account must be in good standing with WCS, (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 Customer Account name or Account number and the dates and specific times for which You are requesting Service Availability Credits.



WCS will compare information provided by You to the data referenced in Section 3.3 above. A Service Availability Credit will be issued only if WCS confirms from such data that a Service Availability Credit is available. WCS will calculate the Service Availability Credit based on the type of particular networkWCS Voice Services Service for which Service Availability was below the prescribed level, the networkWCS Voice Services 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 Customer valid submission of a Service Availability Credit request and the other conditions herein, if Service Availability under Customer Account for any calendar month is below 99.999%, WCS 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 networkWCS Voice Services fees charged for use of the networkWCS Voice Services service during the month for which the Service Availability Credit is to be issued.

The total Service Availability Credit due to Customer for any networkWCS Voice Services affected may not exceed fifty percent (50%) of the monthly networkWCS Voice Services fees charged for use of the networkWCS Voice Services 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 Customer sole and exclusive remedy in connection with any loss of Service Availability as described in such section or breach by WCS of the MSA or this SLA.

5. MAINTENANCE

5.1. Scheduled Maintenance. In order to maintain performance and security of the Services, WCS 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. WCS will use commercially reasonable efforts to notify You in advance of any Scheduled Maintenance that may adversely affect Customer use of the Services.

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