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SERVICE LEVEL AGREEMENT

NEC UNIVERGE BLUE® CONNECT and Cloud Voice

(Cloud PBX, Conferencing, Cloud Fax, and SIP Trunking)

This Service Level Agreement (this "SLA") between NEC Canada, Inc. or the reseller of Services from which the applicable Service has been purchased ("Office Connection Peterborough Ltd.") and the customer entity purchasing any of the Services (as defined below) ("You") governs the use of the Cloud Voice Services under the terms of the Master Service Agreement (the "MSA") between Office Connection Peterborough Ltd. and customer ("You") and the relevant product Schedules between Office Connection Peterborough Ltd. and You and is incorporated into the MSA by reference. This SLA applies separately to each of Your Accounts and only if You receive the relevant Cloud Voice Services pursuant to an applicable product Schedule. Office Connection Peterborough Ltd. 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 MSA. In the event of any conflict between this SLA and the MSA, the MSA will govern.

1. DEFINITIONS

"Cloud Voice Services " means Your UNIVERGE BLUE® CONNECT and Cloud PBX voice communications service (including all real-time and other voice services), Cloud Fax, audio conferencing services, and SIP Trunking. For purposes of clarification, the term "Cloud Voice" as defined for purposes of this SLA does not include Office Connection Peterborough Ltd.'s UNIVERGE BLUE® MEET Online Meeting video conferencing or UNIVERGE BLUE® SHARE backup and file sharing services that are delivered as part of the UNIVERGE BLUE® CONNECT offering.

"Cloud Voice Fees" means the fees associated with the Cloud Voice Services for the monthly billing period in which an interruption of service occurred.

"Data Center Network" means the portion of the Office Connection Peterborough Ltd. 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 (10) business days in advance, and that does not exceed sixty (60) minutes in any calendar month.

2. SERVICE

Office Connection Peterborough Ltd. will use commercially reasonable efforts to provide the Cloud Voice Services as defined by the plan or plans purchased or subscribed to under Your Account.

3. SERVICE AVAILABILITY

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

3.2 Exclusions. Loss of Service Availability caused by (i) issues beyond Office Connection Peterborough Ltd.’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 (synchronize) attacks or any other Force Majeure Event; or (ii) any loss of Cloud Voice Services related to periods of time where customer premises equipment is being replaced or repaired; or (iii) any issues related to the Cloud Voice 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, Office Connection Peterborough Ltd. uses a combination of methods, including analyzing logs from both Office Connection Peterborough Ltd.’s event monitoring system and the actual affected infrastructure components. Office Connection Peterborough Ltd. will match these findings with client 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.

office connection
keeping you connected.

4. SERVICE AVAILABILITY CREDIT

If Service Availability under Your Account for any monthly billing cycle falls below the level set forth above Section 3, Office Connection Peterborough Ltd. 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 set forth below.

4.1 Service Availability Credit Request and Payment Procedures. To request a Service Availability Credit, (a) Your Account must be in good standing with Office Connection Peterborough Ltd., (b) You must open a technical support ticket in the administrative control panel reporting an apparent Cloud Voice 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 Your Account name or Account number and the dates and specific times for which You are requesting Service Availability Credits.

Office Connection Peterborough Ltd. will compare information provided by You to the data referenced in Section 3 above. A Service Availability Credit will be issued only if Office Connection Peterborough Ltd. confirms from such data that a Service Availability Credit is available. Office Connection Peterborough Ltd. 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 fees for the particular Cloud Voice Service and the percentage of overall individual Cloud Voice Service affected.

4.2 Service Availability Credit Calculation; Limits on Service Availability Credit; Sole and Exclusive Remedy. 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%, Office Connection Peterborough Ltd. will issue a credit in accordance with the following schedule:

Service Availability	Amount of the credit as a percentage of monthly fee for affected Cloud Voice 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 fees charged for use of the affected 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 fifty percent (50%) of the monthly fees charged for use of the affected 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 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 affected Cloud Voice 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 Your sole and exclusive remedy in connection with any loss of Service Availability as described in such section or breach by Office Connection Peterborough Ltd. of the MSA or this SLA.

5. MAINTENANCE

5.1 Scheduled Maintenance. In order to maintain performance and security of the Services, Office Connection Peterborough Ltd. performs Scheduled Maintenance within its published maintenance windows. This may require specific Cloud Voice 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. Office Connection Peterborough Ltd. will use commercially reasonable efforts to notify You in advance of any Scheduled Maintenance that may adversely affect Your use of the Cloud Voice Services.

5.2 Emergency Maintenance. Office Connection Peterborough Ltd. may need to perform emergency maintenance from time to time, including security patch installation or hardware replacement. Office Connection Peterborough Ltd. 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. Office Connection Peterborough Ltd. 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. Please refer to the product Schedule and E911 policy for the applicable Cloud Voice Service, as posted to https://www.univerge.blue/legal.