

SCHEDULE 1: SERVICE LEVEL AGREEMENT

Unless otherwise specified, terms defined in the Agreement will have the same meanings when used in this Service Level Agreement (“SLA”).

1 DEFINITIONS AND INTERPRETATION

1.1 “**Excluded Time**” means the number of minutes during Force Majeure Events and Scheduled Maintenance.

1.2 “**Force Majeure Event**” is any occurrence or contingency beyond Qunifi’s reasonable control, including but not limited to, acts of God, riots, acts of terrorism, war, any negligent act by Partner or its Authorized Resellers other End Users, any problem with any system or technology not in Qunifi’s control, including, without limitation, any problem associated with the Internet, a telecommunications service provider, applications, equipment or facilities located on Partner's premises, Qunifi's or Partner's ISP, or any third-party interface that the Voice Platform relies upon.

1.3 “**Monthly Uptime Percentage**” is calculated as Potential Uptime, minus Outage Time, divided by Potential Uptime and expressed as a percentage

1.4 “**Outage Time**” is the number of minutes that the Voice Platform was unavailable to Partner or, where applicable, its Authorized Users or other End Users, during the calendar month. This period commences from the point the outage is reported by the Partner to Qunifi, detailing affected users. Outage Time does not include Excluded Time or the failure of an individual End User device.

1.5 “**Potential Uptime**” is the number of minutes in the calendar month less Excluded Time.

1.6 “**Scheduled Maintenance**” is any maintenance on the Voice Platform of which Partner is notified 72 hours in advance.

1.7 “**Service Month**” means each calendar month during the Term of the Agreement.

2 SERVICE COMMITMENT

2.1 Qunifi will make the Qunifi Services available with a Monthly Uptime Percentage of at least 99.9%.

3 CONSEQUENCES OF FAILING TO MEET SERVICE COMMITMENT

3.1 If Qunifi does not meet the service commitment, Partner's sole remedy will be to terminate the Master Agreement by providing Qunifi written notice of termination.

4 SCHEDULED MAINTENANCE

4.1 Scheduled Maintenance will conform to the following limitations:

Description of Maintenance Related Limitations	Target
Minimum Notice Period prior to Scheduled Maintenance	10 Days or the notice period given by upstream providers if less than 10 days.
Maximum Number of Scheduled Maintenance action per month exceeding 15 minutes	5
Maximum Duration of any Scheduled Maintenance action in any month	4 Hours

5 EXCLUSIONS

5.1 The service commitment does not apply to any unavailability, suspension or termination of Qunifi Services:

- (a) caused by Force Majeure Event;
- (b) that result from any actions or inactions of Partner in breach of this Agreement;
- (c) that result from Partner's equipment, software or other technology and/or third-party equipment, software or other technology (other than third party equipment within Qunifi's or its subcontractors' direct control);
- (d) events outside Qunifi's span of control, specifically, unavailability of Qunifi Services caused by aggregators and wireless carriers, malicious attacks, regional power outages, unexpected, emergency switching to another data center but no longer than 45 minutes total for each instance;
- (e) scheduled downtime and/or maintenance up to 6 hours each month, outside of normal business hours and with at least 1-week prior notice to Partner, or
- (f) arising from Qunifi's valid suspension and termination of Partner's right to use Qunifi Services in accordance with the Agreement (collectively, the "Qunifi SLA Exclusions").

6 REPORTING REQUIREMENTS

6.1 No earlier than 10 business days after the end of each Service Month, Qunifi shall provide on request a written report to Partner (format to be determined in good faith and modified in good faith between the parties from time-to-time) that details

- (a) the Monthly Uptime Percentage in that service month, and
- (b) any service outages (date and times) over 15 minutes in that service month (and End Users impacted as detailed by the Partner).

7 PARTNER HELP DESK

7.1 Partner will use the problem reporting and escalation processes provided through the Site, or as otherwise advised by Qunifi, to report problems or faults relating to the Voice Platform.