



INTERMEDIA

The Business Cloud™

SERVICE LEVEL AGREEMENT

Intermedia Contact Center

This Service Level Agreement (this “**SLA**”) between Intermedia.net, Inc. (“**Intermedia**”) and the entity purchasing any of the Services (as defined below) (“**You**”) governs the use of the Contact Center Services under the terms of the Master Service Agreement (the “**MSA**”) and the relevant product Schedules between Intermedia 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 Contact Center Services pursuant to an applicable product Schedule. Intermedia 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

“**Automatic Call Distribution**” (“**ACD**”) means routing new call attempts from the Contact Center platform to the correct destination.

“**Contact Center Services**” means the following core Intermedia Contact Center services: ACD (e.g., call routing and voice queuing), Interactive Voice Response (“**IVR**”), Contact Center Agent Application (“**CCA**”) and SIP Trunking for Contact Center.

“**Contact Center Fees**” means the fees associated with the Contact Center Services for the monthly billing period in which an interruption of service occurred.

“**Non-Service-Related Tools**” mean all non-core Contact Center services, including, without limitation, recording services, email queuing, chat services, reporting services (e.g., scheduled reports), Intermedia provided APIs, administration web portals, Evaluator services, scheduling manager, non-queue related email services, presence integrations, dynamic notifications, and transcriptions.

“**SIP Trunking for Contact Center**” means Intermedia’s network, session border controllers, and voice gateway used for the purpose of interconnection between Intermedia’s voice network and the Customer’s voice platform for Contact Center Services, but excludes certain features such as E911 and dial tone services.

“**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

Contact Center Services will use commercially reasonable efforts to provide the Contact Center services as defined by the plan or plans purchased or subscribed to under Your Account.

3. SERVICE AVAILABILITY

3.1. Definitions. “**Service Availability**” means Contact Center Availability. Intermedia will use commercially reasonable efforts to provide 99.999% Contact Center Availability on a calendar-month basis. “**Contact Center Availability**” means the monthly uptime percentage of the Contact Center Services (where uptime is defined as the ability of the Service to receive and queue inbound calls and route such calls to the correct destination), excluding Non-Service-Related Tools and scheduled maintenance, that Intermedia guarantees during any monthly billing cycle.

3.2. Exclusions. Loss of Service Availability caused by (i) issues beyond Intermedia’s reasonable control, including, without limitation, (a) denial of service or similar attacks, Internet

availability, networking, telephony components, and hardware within Your environment and the environment of Your client(s), (b) failure of the Internet or public switched telephone network (“PSTN”) beyond a party’s reasonable control, or (c) any other Force Majeure Event; (ii) any carrier voice service issues related to number porting, whether inbound or outbound or termination of calls to the PSTN, or (iii) configuration issues related to user error, will be excluded from Service Availability calculations.

3.3. Availability Calculations. To calculate Service Availability, Intermedia uses a combination of methods, including analyzing logs from both Intermedia’s event monitoring system and the actual affected infrastructure components. Intermedia 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.

4. SERVICE AVAILABILITY CREDIT

If Service Availability under Your Account for any monthly billing cycle falls below the level set forth above Section 3, Intermedia 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 Intermedia, (b) You must open a technical support ticket with Intermedia to report an apparent Contact Center 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 Intermedia 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.

Intermedia will compare information provided by You to the data referenced in Section 3 above. A Service Availability Credit will be issued only if Intermedia confirms from such data that a Service Availability Credit is available. Intermedia will calculate the Service Availability Credit based on the type of particular Contact Center Service for which Service Availability was below the prescribed level, the fees for the particular Contact Center Service and the percentage of overall individual Contact Center 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%, Intermedia will issue a credit in accordance with the following schedule:

Service Availability	Amount of the credit as a percentage of monthly fee for affected Contact Center 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 Contact Center Service during the month for which the Service Availability Credit is to be issued.

The total Service Availability Credit due to You for any Contact Center Services affected may not exceed fifty percent (50%) of the monthly fees charged for use of the affected Contact Center 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 Contact Center 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 Intermedia of the MSA or this SLA.

5. MAINTENANCE

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

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