



UNIVERGE BLUE® INTEGRATION PLATFORM SERVICE LEVEL AGREEMENT

This Services Level Agreement (the "SLA") is between NEC Cloud Communications America, Inc. ("NEC Cloud") and end-user customers ("End Users"), who execute an NEC UNIVERGE Integration Platform Service ("UIP" or on NEC UNIVERGE BLUE "UIP on BLUE") End-User Agreement and/or a Services Activation Form (collectively, the "Order") for the purchase of certain UIP or UIP on BLUE services (the "Services" as identified in the Order, which is incorporated herein by reference. This Service Level Agreement is for the UIP and UIP on BLUE Services and is the limit of liability by NEC Cloud. Any NEC affiliate or NEC resale partner who offers additional or broader rights than contained herein are solely liable for those rights.

NEC Cloud will use commercially reasonable efforts to avoid and remedy situations in which the End-User is unable to transmit and receive information by means of the Service.

1. END USER OVERVIEW

This SLA, along with the NEC Cloud standard Support Policies ("Support Policies") available from UIPblueprojmnger@necam.com and the terms and conditions set forth in the "NEC UNIVERGE Integration Platform General Terms of Use" (hereinafter referred to as the "General Terms") and both incorporated herein by this reference, describes NEC Cloud's target network performance and service level metrics for the Services identified in the End User's Order. Where NEC Cloud fails to meet a given standard of performance as defined below (a "Performance Standard"), End User shall be eligible for a corresponding credit, also defined below (a "Services Credit"), subject to the qualifications contained herein. By executing the Order, End User agrees and acknowledges that the End User has read this SLA as instructed in the Order and that this SLA constitutes the entire agreement between NEC Cloud and the End User as to the credits available, except as modified in writing and executed by both Parties. Neither electronic mail nor instant messaging shall be considered a "writing" sufficient to change, modify or otherwise affect the terms of this SLA.

2. DEFINITIONS

- a. **Affected Service:** NEC Cloud based UIP or UIP on BLUE Services experiencing a Services Outage or a Services Degradation for which a Trouble Ticket has been opened.
- b. **Business Hours:** NEC Cloud Business Hours for post sales technical support are between the hours of 9 AM and 5 PM, CST, Monday thru Friday, excluding holidays and constitutes one Business Day.
- c. **Cloud:** An NEC Cloud UIP or UIP on BLUE subscription that resides in and is delivered to the End User from a remote location.
- d. **Contract Year:** A calendar year beginning on the Services Activation date.
- e. **End-User(s):** Customers of an NEC affiliate or their system integrator who execute a Services End-User Agreement and General Terms of Use subscribing to the UIP or UIP on BLUE service.
- f. **Mean Time To Repair:** The length of time between End User opening a Trouble Ticket and NEC Cloud resolving the Services Outage; this time is calculated as an average of all repair time for end-user's Trouble Tickets in the preceding calendar month.

UNIVERGE BLUE® INTEGRATION PLATFORM

SERVICE LEVEL AGREEMENT



- g. **Mean Time To Respond:** The length of time between End User opening a Trouble Ticket and End User receiving acknowledgement of the Trouble Ticket; this time is calculated as an average of all response time for the End User's Trouble Tickets in the preceding calendar month.
- h. **Monthly Recurring Charges or MRC:** The charges billed by NEC Cloud to End User each month for provided Services, exclusive of pre-paid or any usage fees, taxes and other non-recurring charges.
- i. **Performance Standard:** A level of support and regular maintenance provided with the Services, identified according to common measurement standards; where NEC Cloud fails to achieve a performance standard, End User will be eligible for a corresponding Services Credit
- j. **Services Availability:** The amount of time during a calendar month that the Services will be functional.
- k. **Scheduled Downtime:** The inability to access the Services for 30 continuous minutes or longer as reported by NEC Cloud to End Users specified contacts. Planned Maintenance does not count towards downtime. NEC Cloud shall endeavor to provide 72 hours advance notice to End User for all Scheduled Downtime, however, NEC Cloud may schedule "Emergency Maintenance" with less notice if deemed necessary by NEC Cloud at its sole discretion to ensure the safe, continued operation of the Service. Scheduled Downtime will be scheduled in advance during off-peak hours (based on Central Standard Time). NEC Cloud will provide End User with written notice of any particular Scheduled Downtime or Emergency Downtime session that is expected to exceed 30 minutes in duration. The duration of Scheduled Downtime or Emergency Downtime is measured in minutes and equals the amount of elapsed time from when the Services are not accessible to when the Service is accessible. Any single event that exceeds the scheduled duration will result in an outage and the amount of time that the outage exceeded the scheduled time will be counted toward the Services Availability level in the month in which the event occurred.
- l. **Force Majeure Events:** Any event or condition that directly or indirectly prevents NEC from performing the Services hereunder, is beyond the reasonable control of NEC and could not, by the exercise of due diligence, have been avoided in whole or in part by NEC and shall include, subject to the foregoing and without limitation: any act of God, natural disaster, earthquake, epidemic or pandemic, war, riot, civil war, blockade, insurrection, terrorism, sabotage, acts of public enemies, civil disturbances or general restraint or arrest of government and people, boycott, strike (including a general strike), lockout or other similar industrial disturbance, service interruption by a telecommunications services provider which is not a vendor of NEC Cloud, or connectivity delays with internet providers outside of NEC Cloud's reasonable control.
- m. **Seller:** Means and refers to the NEC affiliate offering the UIP or UIP on BLUE Services to an End-User.
- n. **Services Credit:** The amount of credit issued by SELLER in response to End User's Services Outage or Services Degradation, subject to the specifications and qualifications contained herein.
- o. **Services Degradation:** A scheduled period during which the Services are available but do not perform as defined herein, in the General Terms.
- p. **Services Degradation Time:** The length of the Services Degradation, beginning when End User first opens an appropriate Trouble Ticket and ending when the Services are fully functional; Services Degradation credits will not be issued unless and until an appropriate Trouble Ticket is opened by the End User.
- q. **Services Outage:** An unscheduled period during which the Services are interrupted and not usable.
- r. **Services Outage Time:** The length of the Services Outage, beginning when the End User first opens an appropriate Trouble Ticket and ending when the Services are fully functional; Services Outage credits will not be issued unless and until an appropriate Trouble Ticket is opened by the End User.
- s. **Services:** NEC UNIVERGE BLUE UIP cloud delivered APIs for which subscriptions are purchased from SELLER.
- t. **Severity 1:** A Trouble Ticket level indicating the severity of the Services Outage or Services Degradation; Severity 1 Trouble Tickets include all Services Outages, also referred to as "down-hard" issues, and other severe Services Degradations.
- u. **Severity 2:** A Trouble Ticket level indicating a less severe Services Degradation than those described as Severity 1; Severity 2 Trouble Tickets include issues affecting service performance or use.



UNIVERGE BLUE® INTEGRATION PLATFORM

SERVICE LEVEL AGREEMENT



- v. **Severity 3:** The lowest level Trouble Ticket in this SLA; Severity 3 Trouble Tickets include bugs or non-conformities where a workaround is possible and other issues that do not require immediate response. Changes to End Users preferences and general questions about the Services are not covered under this SLA.
- w. **Trouble Ticket:** A record of a Services Outage and its subsequent resolution, as recorded by Seller/NECECT; Trouble Tickets are initiated by End Users contacting the published End Users Service points of contact. End User will provide supporting information as reasonably requested by Seller/NEC Cloud.
- x. **Planned Maintenance:** Maintenance activity that is planned and performed for the purpose of maintaining or improving the performance of the Services.

3. COVERED COMPONENTS

This SLA applies only to NEC UIP or UIP on BLUE Cloud Based Services for which subscriptions are purchased from NEC or an NEC affiliate for resale. This SLA applies separately to each UIP or UIP on BLUE subscription purchased. Seller reserves the right to change the terms of this SLA in accordance with its General Terms.

4. SERVICE LEVEL LIMITATIONS

- a. SELLER has no support obligation or obligation to provide a credit with respect to any person or entity other than the End User.
- b. This SLA does not apply to the public Internet, End Users network connectivity, network connectivity equipment, carrier local loops or any other equipment, cabling, databases, distribution facilities or other network facilities that are not in SELLER's direct control, including, but not limited to, equipment, cabling, distribution facilities and network facilities that are controlled by SELLER's service providers (e.g. Amazon AWS).
- c. THE SERVICE LEVEL CREDITS DESCRIBED IN THIS SLA ARE THE END USER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S SOLE LIABILITY, FOR ANY SERVICE FAILURE OR DELAY OF SELLER'S SERVICES OR ANY OTHER ISSUE AFFECTING THE PERFORMANCE OF SELLER'S SERVICES.

5. QUALIFICATIONS

In order to be eligible for a Services Credit as defined herein,

the End User must first open a Trouble Ticket to report the Services Outage or Services Degradation. End User must contact the published End User support contact within 60 days of Trouble Ticket closing to request a Services Credit. In no event shall the total amount of Services Level Credits issued to an End User per month exceed the non-recurring charges and monthly recurring charges invoiced to the End User for the affected Services for that month.

- a. **Past-due Accounts:** If End User has a past-due balance on the account, review of any credit requests will be delayed until the past-due amount is resolved.
- b. **Finality of Decisions:** Awards or denials of credits under this SLA by SELLER will be final and binding; credits will be issued at SELLER's sole discretion.

6. PERFORMANCE STANDARDS

The following Performance Standards apply to the Services:

- a. **Services Availability:** SELLER shall make Services available for access and use by End User 24 hours per day, 7 days per week, excluding any Scheduled Downtime or downtime due to a Force Majeure event, as defined above. The monthly Services Availability Performance Standard for the UIP or UIP on BLUE APIs is 99.9%. Services Availability is calculated by subtracting from 100% the result of the number of minutes of Unscheduled Downtime for an Affected Services in a calendar month divided by the total number of minutes in such calendar month. If the monthly Services Availability is less than 99.9%, and the End User qualifies for Services Level Credits, Services Level Credits are provided under Section 7 below.
- b. **Support Availability:** SELLER Business Hours for post sales technical support are between the hours of 9 AM and 5 PM, CST, Monday thru Friday, excluding holidays.
- c. **Mean Time To Respond:** The Mean Time to Respond to a Trouble Ticket varies according to the Trouble Ticket's priority:

Severity Level	Time To Respond
Severity 1	6 Hours
Severity 2	1 Business Day
Severity 3	2 Business Days



UNIVERGE BLUE® INTEGRATION PLATFORM

SERVICE LEVEL AGREEMENT



7. MEAN TIME TO REPAIR

SELLER provides a Mean Time to Repair of one (1) Business Day for Severity 1 Trouble Tickets.

8. SLA CREDIT STRUCTURE

Services Credits under this SLA are based on monthly billing intervals and apply to the Services for which the Services Credit is issued. If the End User qualifies for Services Level Credits per Section 3 above, the End User will be eligible for available Services Level Credits as indicated below and not as a penalty:

a. Services Availability:

Condition	Credit Award
Monthly Services Availability of at least 99.9%	No credits awarded
Monthly Services Availability of 98.5% to 99.9% (inclusive)	10% of the MRC for the Affected Service
Monthly Services Availability of less than 98% to 98.4% (inclusive)	20% of the MRC for the Affected Service
Monthly Services Availability of less than 98%	30% of the MRC for the Affected Service

9. EXCLUSIONS

Services Outages or Services Degradations do not include outages or degradations resulting from one or more of the following causes:

- Any act or omission on the part of the End User, any third party contractor or vendor, or any other entity over which the End User exercises control or has the right to exercise control;
- End User's applications, equipment or facilities

- SELLER's, its underlying carriers', agents' or End User's scheduled maintenance ("Scheduled Downtime")
- Any event or occurrence that results in "No Trouble Found" resolution to Trouble Tickets;
- Any event or outage lasting less than 60 seconds in duration;
- Force Majeure event beyond the reasonable control of SELLER, including but not limited to, acts of God, natural disasters, cable cuts, government acts and regulation and national emergency as further described in Section 2 above;
- Trouble Tickets associated with new installations;
- Interruptions associated with an act or omission on the part of the End User or a third party, including, but not limited to, any local access provider, or an interruption where End User elects not to release the Services for testing and repair and continues to use it on an impaired basis;
- Master Trouble Tickets opened by SELLER or by a qualified third party on behalf of SELLER, such as those in the case of a disruption of Service from Amazon AWS or similar;
- Any failure or issue associated with End User's underlying network connection to SELLER's Services;
- Time attributed to End Users delay in responding to SELLER's requests for assistance to repair an outage; or
- Services Outages or Services Degradation caused by issues beyond SELLER's point of demarcation

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