WEBEX CALLING (FLEX) +
SERVICE LEVEL AGREEMENT

1. SERVICE LEVEL STANDARDS

1.1 **Overview.** This Service Level Agreement (SLA) identifies the service level standards for Webex Calling (Flex) +. References to "Webex Calling" within this SLA are limited to the "Flex" version.

1.2 **Availability.** Verizon will maintain a 99.99% uptime Availability for Webex Calling. A Webex Calling application is deemed "available" if no trouble tickets related to outages have been opened by Customer or by Verizon on behalf of Customer.

2. CALCULATION OF CREDITS

2.1 **Credits for Availability.** For any month, when the Availability percentage falls below 99.99% of uptime, Customer may be eligible to receive credits in an amount equal to the MRC attributable to the impacted users in the portion of the month in which the downtime occurred.

3. PROCESS FOR CREDITS

3.1 **Required Steps.** Customer must open a trouble ticket for an applicable incident within 24 hours. The measurement period for any service level standard starts from the time the priority 1 trouble ticket is created. Additionally, Customer must make a written claim for credits within 30 days of the end of the month where the incident occurred and specify the trouble ticket number.

3.2 **Issuing Credits**. Upon Customer's request, Verizon will review any failure to meet the service level standards to determine the appropriate amount of credits. The appropriate amount will be credited to the Customer's account, appearing as a line item on a bill following Customer's request. Credits or equivalent payments made by Verizon to Customer under this SLA are the sole and exclusive remedy available to Customer from any failure to meet a service level standard. Credits will be determined based on the time that the priority 1 trouble ticket is created for the outage.

4. EXCLUSIONS

4.1 **Credit Restrictions**. Any period of downtime from the same set of events may not generate more than one credit for that downtime. Credits for any location will not exceed the MRC for such location. All measurements of service level standards will be suspended during scheduled maintenance. No credits are available for any services that have been installed for less than one full calendar month. Credit amounts will not exceed 5% of Customer's MRC for Webex Calling in the applicable month.

4.2 **General Exclusions**. No credits will be owed for any failure that results from a Force Majeure event. In order to qualify for credits, a trouble ticket must be timely and properly opened and Customer must refrain from causing any delays. Credits will not be available for any failure that results from: (a) Customer providing incorrect or incomplete information; (b) Customer failing to arrange for Verizon's access to requested components; (c) Customer modification of the configuration, trunking or dial plans without Verizon's prior agreement; (d) end user's equipment, software, facility, or operator error; (e) interruptions or outages not reported by Customer, or for which no trouble ticket was opened, (f) trouble tickets associated with any act or omission of any third party, including Customer-ordered third-party circuits; (g) act or omission on the part of Customer, its contractors or vendors, (h) applications which are greater than two versions older than the current installed standard version or (i) a fiber cut outside of Verizon's control or other interruption in the end user's services (Internet, telephony or voice service, including local or long distance).

5. DEFINITIONS

Term	Definition
Availability	Availability is the percentage of time that Webex Calling is available per user (i.e. not experiencing an outage) within a given billing month, as based upon the recorded outage time in the applicable trouble tickets. Application Availability (%) = available minutes per billing month in a particular region (U.S., EMEA, or Asia-Pacific) x 100 / number of days in billing month x 24 hours x 60 minutes.

