

Unity Connected Solutions Inc.

Service Level Agreement for the UCaaS Solution

This Service Level Agreement sets out a description how reports of system problems, called "Cases", are reported and characterized, as well as the Service Level Agreement with Unity's response and restoration time obligations for each.

Case Severity Classification

Unity determines Case priorities as defined below.

Severity Classification	Examples
Critical	Total System Outage; total service outage for other primary services related to Unity's UCaaS Solution including Voicemail, Auto Attendant, Conferencing and Mobility; total service outage affecting client connectivity (i.e., soft or hard clients cannot register to the service); loss of origination or termination capability for more than 5% of subscribers; system congestion resulting in call blocking greater than 10% for greater than 60 seconds.
Major	Intermittent degradation of services; partial loss of access to provisioning; customer has been given a workaround but the situation still requires constant attention due to the temporary nature of the workaround; ILoss of access for routine administrative activity.
Minor	Non-system-affecting problems; documentation inaccuracies; problems introduced through incorrect configuration of the system.

Service and Support Related Inquiries

For all emergency service, repair, and/or move add changes, please contact our Unity Connected Solutions Customer Experience Center.

Call:

905-952-2499 or 1-800-295-9565

For non-emergency service you can also contact us at: support@UnityConnected.com

Service Level Requirements for response, recovery and resolution times, by case severity.

Severity	Recovery	Resolution
Critical	Total voice service outages: 90% in 2 hours after Unity is notified of incident* All other Critical cases: 90% in 4 hours after Unity is notified of incident*	All Critical cases shall be worked to service recovery. If follow-up is necessary, post service recovery, it will be followed up with a Major.
Major	n/a	90% resolved in 30 days or with next delivery of Maintenance Release**
Minor	n/a	90% resolved in 180 days

^{*}In the event that the customer requests Unity to delay case resolution until an open maintenance window, Unity reserves the right to include such delays in measuring the performance against the resolution targets.

If customer personnel are not able to maintain constant contact during the resolution of Critical cases, Unity reserves the right to downgrade the severity classification of the case.

** With the exception of critical issues, code changes are applied to the system through regularly scheduled maintenance releases which might not fall within the 30 day window.

Non-critical performance objectives for resolution may from time to time default to maintenance release schedules and maintenance window schedules for the Unity *UCaaS Solution*.

The above service level requirements are applicable to the Unity *UCaaS Solution* only and exclude ISP, networking, MPLS connections, service provider roles, responsibilities, channels or customer LAN/WAN systems and phones. Unity will not be responsible for case work and delays resulting from the customer's activities and responsibilities. Case work and delays arising as a result will be billable at Unity's then-current time and material rates.

Unavailability

At customer's request, Unity will calculate Total Unavailability. Total Unavailability comprises the number of minutes in which the Unity *UCaaS Solution* service was completely unavailable or as mutually agreed to be performing so poorly as to be effectively unusable within the demarcation point of Unity's data center infrastructure. Total Unavailability will be counted only if the customer opens a Critical trouble ticket over the phone with Unity's customer support within twelve (12) hours of the total outage.

Exclusions

The following shall be excluded from the application of service level requirements and the measurement of Total Unavailability ("Exclusion'):

- Failure by the customer to open a critical trouble ticket over the phone with Unity's customer support within twelve (12) hours of the total outage;
- Faults arising from the customer's or a downstream service provider's equipment or applications;
- Equipment outside of Unity's data center demarcation including, but not limited to, phones, handsets, routers, switches, client registration errors, WiFi, 3G/4G/LTE, internet, MPLS, IP/Ethernet circuits, PSTN;
- Customer's or customer's agent's acts or omissions, or those of the downstream service providers;
- The duration of time required for customer and/or downstream service provider to provide Unity's staff access to data needed to troubleshoot and isolate the causes;
- Reasons of force majeure, emergency or threat;
- The duration for which any service provided by customer is down or unavailable to Unity; or
- Periods of notified maintenance.

After Unity's closure of the critical case, for each cumulative hour of Total Unavailability, customer's account shall be credited the pro-rated charges for one day of the *UCaaS Solution* monthly charges for multiplied by the number of lines assigned to the respective End User and specifically affected by the total outage. The total calculated credit will be used to offset future months' *UCaaS Solution* service charges. Service credits have no cash value and cannot be applied against other amounts owing to Unity.

Customer's right to the aforementioned service credits shall be in full and final settlement of Unity's liability for failure to achieve service level requirements.

Unity will provide remote MAC services for the term of the Agreement

For remote MAC's, Unity will respond to a request from the Customer within thirty (30) minutes of being received during normal Business Hours. Our targeted completion time on MAC activity is within 24-48 hours of receiving the request from the Customer. MAC activity includes, but is not limited to, the addition of new extensions, the delivery of new equipment, and reasonable changes to your company auto-attendant, dial plan, etc. Equipment related to MAC's is chargeable at our then current rates. For more complex changes, additional time may be required and will be charged at our then current labor rates, however you would be notified in advance if the MAC is deemed chargeable. All onsite MAC's are chargeable at our then current rates.