

## OfficeSuite UC<sup>®</sup> Service Level Agreement

This Service Level Agreement (“SLA”) only applies to Windstream’s OfficeSuite UC<sup>®</sup> product, as defined herein (the “Service”). This SLA is effective as of the first day of the first whole calendar month after the initial installation of the Service and shall be deemed an addendum to either the written contract executed by the parties or the Windstream Online Service Terms and Conditions posted at <https://www.windstream.com/about/kinetic-business-terms-and-conditions> to which Customer is subject, whichever is applicable. WIN reserves the right to modify the terms and conditions and/or any documents incorporated by reference from time to time. To be eligible for the credits under this SLA, Customer must be in good standing with Windstream and current in Customer’s obligations.

SLA Objectives table – Based on monthly availability

Continental United States locations (Not including Alaska)

| Product Criteria                  | SLA                  | Service Credit   |          |        |            |
|-----------------------------------|----------------------|------------------|----------|--------|------------|
| <b>OfficeSuite UC<sup>®</sup></b> | Service Availability | Availability SLA | From     | To     | MRR Credit |
|                                   |                      | 99.999 – 100%    | > 0 sec  | 26 sec | 0%         |
|                                   |                      | 99.99% - 99.999% | > 26 sec | 4 min  | 3%         |
|                                   |                      | 99.00% - 99.99%  | > 4 min  | 7 hr   | 5%         |
|                                   |                      | < 99%            | > 7 hr   |        | 10%        |

### 1. Description of Services Covered

The eligible services covered under this SLA include Windstream’s OfficeSuite UC<sup>®</sup>, Windstream’s proprietary UCaaS solution.

The Service includes the following:

- OfficeSuite UC<sup>®</sup> voice services provided via applications or over IP Phones

The Service shall only be entitled to credits consistent with the terms of this SLA and shall not be subject to credits under any other agreement or arrangement that may exist between Windstream and Customer. To the extent of any conflict between the terms of this SLA and such other agreement with respect to service credits, this SLA shall govern.

### 2. Definitions

#### 2.1 Service Qualifications:

- Customer must have OfficeSuite UC<sup>®</sup> at the service location(s).

#### 2.2 Service Outages

A Service Outage is defined as the complete unavailability of the affected Service, without any packet flow in either direction during any unscheduled period of time except that Windstream is not responsible for failure to meet performance objectives for any of the following reasons which shall not be deemed a Service Outage (collectively, “Exclusions”):

- Any Service Outage for which Customer may have previously obtained credit

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or compensation outside the terms of this SLA

- Actions, failures to act or delays by Customer or others authorized by or acting on behalf of Customer to use the Service
- Failure of power, equipment, services or systems not provided by Windstream
- Customer owned or leased equipment or facilities (e.g., Customer's PBX or local area network)
- Failure of Customer to afford Windstream or its agents access to the premises where access lines associated with the Services are terminated
- Election by Customer not to release the Service for testing and/or repair during which time Customer continues to use the Service
- Maintenance activities (including planned and emergency) as set forth in Section 4 of this SLA and time to engage backup/standby access facilities
- Implementation of a Customer order that requires a Service interruption
- Labor difficulties, governmental orders, civil commotion, acts of God, and other circumstances beyond Windstream's reasonable control
- Failure of equipment or systems responsible for network measurements
- In the event Windstream is unable to identify impact to Customer based on events linked to third party providers; and

### 2.2. Calculation Method:

- For the purpose of this SLA the credit amount is based on cumulative outage time during a calendar month and applied based on percent of applicable MRC's referenced in the SLA objectives table. In no event shall any obligation for a service credit arise under this SLA until such time as the Services are fully installed and operational.

## 3. Credits

When Customer's Service fails to meet the applicable commitments for affected services outlined in this SLA at qualified site(s) after reported by Customer and being identified by Windstream, Customer will receive a credit adjustment to their account within two billing cycles following request for credit based on the eligible event. Windstream maintains internal escalation procedures and call-out technical support for observed holidays and after-business hours emergencies and critical outages.

### 3.1 Calculations of Credits

Maximum Credit - In no event may the credits provided for hereunder (either individually or on a cumulative basis) in any billing period exceed the total MRCs for that period for service and facilities.

## 4. Maintenance

As set forth above, maintenance activities are Exclusions and do not constitute a Service Outage for purposes of this SLA. Windstream reserves the right to schedule maintenance and upgrades to the network 7 days a week from 12 a.m. to 6 a.m. in the local time zone of the affected area without prior notice to Customer or upon reasonable advance notice outside these time frames.

### 4.1 Scheduled Network Maintenance

The term "Scheduled Network Maintenance" refers to upgrades or modifications to network

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equipment software, network equipment hardware, or network capacity. Scheduled Network Maintenance may temporarily degrade the quality of Customer's Services. Windstream takes every reasonable precaution to minimize the duration of any impacts during the Scheduled Network Maintenance window. Such effects related to Scheduled Network Maintenance shall not give rise to credits under this SLA and shall not be deemed a Service Outage. Scheduled Network Maintenance shall be undertaken between the hours of 12:00AM and 6:00AM of the local time zone.

### 4.2 Emergency Network Maintenance:

The term "Emergency Network Maintenance" refers to efforts to correct network conditions that are likely to lead to a material Service Outage and that require immediate action. Emergency Network Maintenance may temporarily degrade the quality of Customer's Service, including the possibility of causing short-duration outages. Such effects related to Emergency Network Maintenance shall not give rise to credits under this SLA and shall not be deemed a Service Outage. Windstream may undertake Emergency Network Maintenance at any time deemed necessary to preserve network services.

## 5. Limitation of Liability

Windstream's total liability to Customer under this SLA is limited to the MRCs from the Service for the applicable Calendar Month in which the Service Outage occurs. Except for the credits identified in this SLA, this SLA does not modify or amend the written contract executed by the parties or the Online Terms and Conditions posted at <https://www.windstream.com/about/kinetic-business-terms-and-conditions> to which Customer is subject, whichever is applicable, including but not limited to any warranty disclaimers or limitation of liability provisions.

**THE PROVISIONS OF THIS SLA ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR WINDSTREAM'S FAILURE TO MEET THE STANDARDS IN THIS SLA AND ANY OTHER NETWORK, SOFTWARE, EQUIPMENT OR SERVICE ISSUE.**