

# SERVICE LEVEL AGREEMENT

## Cloud Voice (Hosted PBX, Conferencing, and Cloud Fax)

This Service Level Agreement (this “**SLA**”) governs the use of the Services under the terms of the Master Service Agreement (the “**MSA**”) between Hi-Tex Solutions LLC and customer (“**You**”) and is incorporated into the MSA by reference. This SLA applies separately to each of Your Accounts. Hi-Tex Solutions LLC 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 terms of the MSA will prevail and control.

## 1. DEFINITIONS

**"Cloud Voice"** means Your Hosted PBX service including telephony services and conferencing services.

**"Cloud Voice Fees"** means the fees associated with the Services for the monthly billing period in which an interruption of service occurred.

**"Data Center Network"** means the portion of the Hi-Tex Solutions LLC cloud network extending from the network egress point of Your Cloud Voice service to the outbound port of the data center border router.

**"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

Hi-Tex Solutions LLC will use commercially reasonable efforts to provide the Services as defined by the plan or plans purchased or subscribed to under Your Account.

### 3. SERVICE AVAILABILITY

3.1. **Definitions:** “**Service Availability**” means Network Availability and Cloud Voice Availability. Hi-Tex Solutions LLC will use commercially reasonable efforts to provide 99.999% Network Availability and 99.999% Cloud Voice Availability on a calendar-month basis. “**Network**

**Availability**” means the monthly uptime percentage excluding scheduled maintenance that Hi-Tex Solutions LLC guarantees during any monthly billing cycle. “**Cloud Voice Availability**” means the functioning of all Cloud Voice Services including telephony and conferencing services that have a direct impact on new call attempts and call completions that Hi-Tex Solutions LLC guarantees during any monthly billing cycle. Secondary capabilities, such as voicemail availability, are not included in Cloud Voice Availability.

3.2. **Exclusions.** Loss of Service Availability caused by (i) issues beyond Hi-Tex Solutions LLC’s reasonable control, including, without limitation, denial of service or similar attacks, mail bombs, DNS resolution, domain name expiration, hardware failure, Internet availability, Your portion of the network, IP transit provider issues, SYN attacks or any other Force Majeure Event (as defined in the MSA), or (ii) other issues addressed in this SLA, will be excluded from Service Availability calculations.

3.3. **Availability Calculations.** To calculate Service Availability, Hi-Tex Solutions LLC uses a combination of methods, including analyzing logs from both Hi-Tex Solutions LLC’s event monitoring system and the actual affected infrastructure components. Hi-Tex Solutions LLC 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 in Section 3 above, Hi-Tex Solutions LLC 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 in Section 4.2 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 Hi-Tex Solutions LLC, (b) You must open a technical support ticket in the administrative control panel reporting an apparent Service interruption within seventy-two (72) hours of the start of the event, and (c) You must submit a formal Service Availability Credit request via email or in writing to Hi-Tex Solutions LLC's billing department during 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.

Hi-Tex Solutions LLC will compare information provided by You to the data referenced in Section

3.3 above. A Service Availability Credit will be issued only if Hi-Tex Solutions LLC confirms from such data that a Service Availability Credit is available. Hi-Tex Solutions LLC will calculate the Service Availability Credit based on the type of particular Cloud Voice Service for which Service Availability was below the prescribed level, the Cloud Voice fees for the particular Service and the percentage of overall individual Service affected.

4.2. Limits on Service Availability Credit & Sole and Exclusive Remedies. 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%, Hi-Tex Solutions LLC will issue a credit in accordance with the following schedule:

Service Availability	Amount of the refund as a percentage of monthly fee for affected Service
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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 Cloud Voice fees charged for use of the Cloud Voice service during the month for which the Service Availability Credit is to be issued.

The total Service Availability Credit due to You for any Cloud Voice services affected may not exceed fifty percent (50%) of the monthly Cloud Voice fees charged for use of the Cloud Voice service during the month for which the Service Availability Credit is to be issued; provided, however, that if the calculated credit amount is less than one dollar (\$1.00), the minimum credit amount will be one dollar (\$1.00). Only one Service Availability Credit is available in any given calendar month. Credits are applicable only toward use of the 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 Hi-Tex Solutions LLC of the MSA or this SLA.

## 5. MAINTENANCE

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

**5.2. Emergency Maintenance.** Hi-Tex Solutions LLC may need to perform emergency maintenance, including security patch installation or hardware replacement. Hi-Tex Solutions LLC 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.

## 6. CERTAIN LIMITATIONS

**6.1. E911.** Hi-Tex Solutions LLC does not validate addresses entered by end users for the location of the devices they use, whether these are physical devices, softphones, or mobile apps. You acknowledge and agree that accuracy of location information for use in Emergency Response (including E911 services) is the sole responsibility of You and Your end users. You are responsible for ensuring that all end users are informed of the limitations of E911 services over Voice over IP technology and have updated their registered location information. Hi-Tex Solutions LLC disclaims all liability related to the accuracy or availability of E911 location information.

**6.2. Porting.** You acknowledge and agree that, as between You and Hi-Tex Solutions LLC, any telephone or other access numbers or destination or origination points provided by Hi-Tex Solutions LLC in connection with the Services (such as fax service) are controlled by Hi-Tex Solutions LLC and may not be ported out or otherwise transferred or modified (“**Hi-Tex Solutions LLC Numbers**”). You acknowledge and agree that Hi-Tex Solutions LLC is the account holder of record for such numbers and that such numbers cannot be ported out from Hi-Tex Solutions LLC’s service without Hi-Tex Solutions LLC providing written consent, which it will provide only in its sole discretion. Further, You will promptly compensate Hi-Tex Solutions LLC for any expenses relating to attempted port of any Hi-Tex Solutions LLC Number.