

ARENAONE

Arena One Unified Communications as a Service (UCaaS) Service Level Agreement

This Service Level Agreement (the “SLA”) sets forth the performance metrics applicable to the Arena One UCaaS Services (the “Service”). The terms of this SLA contain Customer’s sole and exclusive remedies for Service interruptions and Service deficiencies of any kind. Unless otherwise specified herein, all capitalized terms shall have the same meaning as defined in the Agreement.

1. Definitions.

- a. “Core Services” means capabilities necessary, as determined by Arena One, to maintain overall call processing on the Arena One platform.
- b. “Excused Outage” means a Service being unavailable due in whole or in part to any one or more of the following events: (1) Emergency or Planned Maintenance; (2) any failure or malfunction of a Customer’s or its users’ applications, equipment, facilities, cabling, switching, local area network (LAN), analog phone or analog phone adaptor (ATA) or any other equipment or services not provided by Arena One; (3) the act, omission or fault on the part of the Customer or any user, any third party contractor or vendor, or any other party other than Arena One; (4) any event or occurrence lasting under sixty (60) seconds in duration; (5) events or occurrences associated with new installations; (6) interruptions where Customer or its users elect not to release the Service for proper testing and/or repair and continue to use the Service on an impaired basis; (7) interruptions during any period when Arena One or its agents are not allowed access to the affected Service; (8) any Force Majeure as defined in the Agreement; (9) misuse of the Service by the Customer or any third-party ; (10) suspension or termination of a Customer’s account due to non-payment or any material breach of the Agreement.
- c. “Monthly Recurring Charge” or “MRC” means the fixed monthly amount paid by Customer to Arena One.
- d. “Planned Maintenance” means any time period during which the Service will not be available as determined by Arena One with notice to Customer via email or other communication on at least three (3) days prior to the commencement of the maintenance.,
- e. “Service Availability” means the percentage of time in a given month that a Customer’s Service was available based on the following calculation: (1) the total number of minutes in a given calendar month, minus (2) the total number of minutes of validated Service Downtime all divided by (3) the total number of minutes in a given calendar month.
- f. “Service Credit(s)” means the credit provided to Customer by Arena One, based on the calculations set forth in this SLA, as a result of Arena One’s failure to meet its Service Availability metrics.
- g. “Service Downtime” means the period of time beginning from when Customer provides written notice to Arena One that a Service is not available until the time the Service is restored.
- h. “Supporting Services” means capabilities that are not critical to maintaining call processing on the Arena One platform, as determined by Arena One, including product management portals, device provisioning capabilities, and other management systems.

2. Service Availability. Arena One strives for and will use commercially reasonable efforts to maintain the following Service Availability:

Service	Service Availability
Core Services	99.99%
Supporting Services	99%

3. Service Credits. To the extent Customer is entitled to a Service Credit, Service Credits will be calculated based on a percentage of Customer's MRC for the month in which Service Availability was not met and will be calculated as follows:

Service Availability	Reduction in % of MRC
99.5%-99.99%	5%
Below 95%	10%

4. Service Credit Process. All Service Credits are subject to prior verification by Arena One . In order to receive a Service Credit, Customer must submit a claim in writing no later than the end of the calendar month following the month for which the Service Credit is requested (the "Service Credit Request Date"). Arena One is not obligated to entertain a request for a Service Credit that is submitted after the Service Credit Request Date. A Customer is not entitled to receive a Service Credit for an Excused Outage.

5. Additional Service Credit Limitations and Caps.

- Service Credits will not be granted unless the Customer is operating on Arena One's then-current version of the Service and telephone configuration at the time the request for the Service Credit arose.
- The Service Credit is based on monthly billing calculations. For any billing month period in which Arena One fails to meet the Service Availability set forth in this SLA, the applicable Service Credit will be applied to the next month's invoice. All decisions made by Arena One concerning this SLA or associated Service Credits are final and binding.
- In no event will the aggregate value of Service Credits awarded to Customer for all Service Availability commitments in this SLA, including cumulative and simultaneous Service Credits applied during any calendar year, exceed an amount equal to one month's Monthly Recurring Charges (based on the average Monthly Recurring Charges paid per month during the applicable calendar year through and including the last full calendar month prior to the date that the Service Credit is calculated).