



Service Level Agreement

This Service Level Agreement (SLA) is a part of the contract between Customer and Sangoma. This SLA covers all Sangoma UCaaS and Managed Network Service (each a "Service"). The criteria contained herein are the goal performances of the Sangoma core network.

1. Service Commitment

Sangoma is committed to providing a reliable, high-quality UCaaS and Managed Network Service consistent with industry standards. As part of this commitment, Sangoma is pleased to offer eligible Customers guarantees for limited-Service disruption. If Sangoma fails to meet any of these guarantees, it will provide eligible Customers with a Service Credit, as set forth in this SLA. Customer hereby acknowledges that the service level credit applicable to the specific Service is the exclusive remedy in the event of Service interruption or outage.

2. Hosted UCaaS Guarantees

Sangoma provides an availability guarantee for UCaaS Service. Subject to the exclusions contained in Section 5 of this SLA if Service is Disrupted for more than thirty (30) minutes each affected Hosted VoIP Seat shall receive a Service Credit as follows:

Service unavailable for less than 30 minutes	No Service Credit
Service unavailable for 30 minutes up to 4 hours:	1/60th of the monthly recurring charges
Service unavailable more than 4 hours up to 8 hours:	1 day of the monthly recurring charges
Service unavailable more than 8 hours up to 24 hours:	1/15 of the monthly recurring charges
Service unavailable for more than 24 hours:	1/10th of the monthly recurring charges

3. Managed Network Service Guarantees

A. Mean Time to Repair Guarantee

i) Sangoma guarantees 99.999% Network Availability, as calculated from the ingress to and egress from the Sangoma Network. A Customer that experiences Network Unavailability may receive Service Credits, calculated monthly as an aggregate Service unavailability event, in accordance with the following:

Service unavailable for less than 15 minutes:	No Service Credit
Service unavailable for 15 minutes up to 8 hours:	8 hours Service Credit
Service unavailable for 8 hours up to 12 hours:	12 hours Service Credit
Service unavailable for 12 hours up to 18 hours:	18 hours Service Credit
Service unavailable for 18 hours up to 24 hours:	24 hours Service Credit
Service unavailable for more than 24 hours:	Credit equal to the number of unavailable hours, up to a maximum of One (1) month Service Credit

ii) A Customer that experiences Service unavailability for last mile Broadband connectivity may receive Service Credits, calculated hourly, as an individual unavailability event, in accordance with the following:

Service unavailable for less than 24 hours:	No Service Credit
Service unavailable for more than 24 hours:	1 hour of credit for each hour beyond 24 hours, up to a maximum of One (1) week Service Credit

iii) A Customer that experience Service unavailability for last mile Dedicated Fiber connectivity may receive Service Credits, calculated hourly, as an individual unavailability event, in accordance with the following:

Service unavailable for less than 4 hours:	No Service Credit
Service unavailable for 4 hours up to 8 hours:	8 hours Service Credit
Service unavailable for 8 hours up to 24 hours:	1 day Service Credit
Service unavailable for more than 24 hours:	1 hour of Service Credit for each hour beyond 24 hours, up to a maximum of One (1) month Service Credit

B. Network Latency Guarantee

The Sangoma Network carries packets with an average Network Latency over a one-month period of less than 75 milliseconds. Sangoma monitors aggregate latency within the Sangoma Network by monitoring round-trip times between a sample of backbone Hubs on an ongoing basis. "Network Latency" or "round trip time" is defined as the average time taken for an IP packet to make a round trip between backbone Hubs on the Sangoma Network.

After being notified by Customer of Network Latency in excess of 75 milliseconds, Sangoma will use commercially reasonable efforts to determine the source of such excess Network Latency and to correct such problems to the extent that the source of the problem is on the Sangoma Network.

If the source of the problem is on the Sangoma Network and Sangoma fails to remedy such Network Latency within two (2) hours of being notified of any excess Network Latency and average Network Latency for preceding 30 days has exceeded 75 milliseconds, Sangoma will issue a One (1) Hour Service Credit to Customer's Account for the period from the time of notification by the Customer until the average Network Latency for the preceding 30 days is less than 75 milliseconds.

C. Packet Delivery Guarantee

The Sangoma Network has an average monthly Packet Loss of 0.1% (or successful delivery of 99.9% of packets.) Sangoma monitors aggregate packet loss within the Sangoma Network on an ongoing basis and compiles the collected data into a monthly average packet loss measurement for the Sangoma Network. "Packet Loss" is defined as the percentage of packets that are dropped within the Sangoma Network.

After being notified by the Customer of Packet Loss in excess of 0.1%, Sangoma will use commercially reasonable efforts to determine the source of such excess Packet Loss and to correct such problem to the extent that the source of the problem is on the Sangoma Network.

If the source of the problem is on the Sangoma Network and Sangoma fails to remedy such excess Packet Loss within two (2) hours of being notified of any Excess Packet Loss on the Sangoma Network and average Packet Loss for the preceding 30 days exceeds 0.1%, Sangoma will issue a One (1) Hour Service Credit to Customer's account for the period from the time of notification by the Customer until the average Packet Loss for the preceding 30 days is less than 0.1%.

D. Core Network Elements Guarantee

Core Network Elements include SDWAN and Firewall. Sangoma offers the following guarantees for Core Network Elements (excluding hardware):

Service unavailable for less than 15 minutes:	No Service Credit
Service unavailable for 15 minutes up to 8 hours:	8 hours Service Credit
Service unavailable for 8 hours up to 12 hours:	12 hours Service Credit
Service unavailable for 12 hours up to 18 hours:	18 hours Service Credit
Service unavailable for 18 hours up to 24 hours:	24 hours Service Credit
Service unavailable for more than 24 hours:	Credit equal to the number of unavailable hours, up to a maximum of One (1) month Service Credit

E. CPE Replacement Guarantee

Sangoma shall replace any Sangoma owned CPE located at the Customer premises via overnight delivery on the following Business Day if the request is received by Sangoma before 3:00 PM CT on a Business Day. In the event said CPE is not replaced by the following Business Day, Customer shall be entitled to the following Service Credits:

Next business day:	No Service Credit
Next business day up to 2 business days:	4 hours Service Credit
More than 2 business days:	1 hour Service Credit for each hour exceeding two business days, up to a maximum of One (1) month Service Credit

F. Support Ticket Administration Guarantee

An internal Sangoma support ticket shall be automatically generated by Sangoma monitoring systems within twenty (20) minutes of a detected Service outage and within one (1) hour of the support ticket, Sangoma shall provide an external response to Customer if further action is required (the "Ticket Metrics"). In the event Sangoma fails to meet the Ticket Metrics, Customer shall be entitled to a One (1) Hour Service Credit.

4. Definitions

Broadband means all last mile connectivity that is not wireless or Dedicated Fiber connectivity.

Business Day means Monday- Friday, 8.AM – 5PM Central Time, excluding Federal holidays.

Dedicated Fiber means the last mile connectivity provided by a fixed fiber connection that is available to and utilized solely by Customer.

Core Network Elements means SDWAN and Firewall Service that is maintained on the Sangoma Network, excluding all hardware.

Force Majeure means acts beyond the reasonable control of Sangoma, including, but not limited to, acts of God, fire, explosion, vandalism, cable cut, problems within RBOC or ILEC networks, flood, storm, or other similar catastrophe; any law, order, regulation, direction, action or request of the United States government, including state and local governments having jurisdiction over either of the parties, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority, national emergencies, insurrections, riots, terrorist actions, wars, epidemics, pandemics, difficulty obtaining access to facilities, supplier failure, power outages, shortages, breaches or delays, or strikes, lock outs, or work stoppages.

Sangoma Network means the telecommunications/data communications network and network components owned, operated or control by Sangoma, including the Sangoma national fiber backbone, its metropolitan fiber networks, and the Sangoma owned equipment connected to such fiber. Where Sangoma provides service to a building through its own facilities, the Sangoma Network includes those facilities. The Sangoma Network does not include customer premises equipment, or any networks or network equipment not operated and controlled by Sangoma.

Network Unavailability consists of the number of minutes that the Sangoma Network was not available to Customer and includes the number of minutes that the Sangoma Network was unavailable associated with any non-Scheduled Maintenance to the Sangoma Network. Network Unavailability will not include Scheduled Maintenance, or any unavailability resulting from: (a) problems with or maintenance on Customer's applications, equipment or facilities; (b) acts or omissions of Customer or an authorized user; (c) unavailability caused by companies other than Sangoma; or (d) Force Majeure.

Scheduled Maintenance shall mean any maintenance of the Sangoma Network (or portion thereof) to which Customer's router that is connected that is performed during a standard maintenance window, typically scheduled from 1:00 am to 7:00 am (local time of the Sangoma Hub to which Customer's circuit is connected). Customers may be notified via email at least two (2) business days in advance of any scheduled maintenance that is likely to affect service. In most cases, maintenance performed will not take the full configuration window; however, Sangoma will inform Customer as to anticipated duration in the maintenance notification email.

Service Credit means:

- › One (1) hour Service Credit: 1/720th of Customer's Monthly Recurring Charges for the impacted Service line-item charge
- › One (1) day Service Credit: 1/30th of Customer's Monthly Recurring Charges for the impacted Service line-item charge
- › One (1) week Service Credit: 7/30th of Customer's Monthly Recurring Charges for the impacted Service line-item charge
- › One (1) month Service Credit: Full amount of Customer's Monthly Recurring Charges for the impacted Service line-item charge

If Sangoma approves a claim for "Service Credit" it shall not include installation, other start-up fees, taxes, or fees.

5. Off-Net and OTT Service

Notwithstanding anything contained herein, or any other Customer contract, Sangoma provides no guarantee for the functionality or use of third-party internet connectivity. In an Over-The-Top (OTT) deployment, Customer has obtained broadband access services from a provider other than Sangoma. Sangoma does not provide any circuits or access transport in case of OTT deployments, however, Sangoma may still provide a managed service including without limitation enterprise telephony, UC, Wi-Fi, and Security. Sangoma provides no guarantee for the functionality or use of third-party internet services.

6. Eligibility

In order for Customer to be eligible for a Service Credit hereunder, Customer shall meet the following criteria: i) have an account in good standing; ii) Contact Sangoma support and open a trouble ticket at the time of Disruption; and iii) use the Service in accordance with the underlying Service contract.

Service credit will only be issued for the impacted service and not the entire Customer account. Customer must contact the Sangoma customer service group within seven (7) Business Days after the end of the month for which credit is requested. The Service Credit request must provide: (a) the Customer name, Sangoma account number and contact information, (b) the date and beginning/end time of the claimed outage or failed metric, and (c) a brief description of the characteristics of the claimed outage or failed metric. A credit will be given only for Disruptions that were reported to Sangoma at the time of the Disruption. A Disruption is defined as an event that prohibits use of the Service, including the inability to receive or place calls and loss of dial tone. A Disruption is measured from the time it is reported to the time it is resolved. In no event shall an SLA credit exceed the monthly recurring charges invoiced to Customer.

Customer will be notified via email upon resolution of the request. If rejected, the notification will specify the basis for rejection. If approved, Sangoma will issue the appropriate Service Credit to Customer's account, appearing on the next issued invoice. Service Credits are not cumulative and Multiple Service Credits will not be given for the same period of time, i.e., failure to meet multiple criteria during a period of time generates only a single Service Credit. The total number of Service Credits for problems occurring in a month may not exceed the Monthly Recurring charge actually paid by Customer for service during that month. Service Credits have no cash value and will be credited against a Customer's monthly payment for Monthly Recurring Charges and may not be received in the form of a refund.

The Guarantees and Service Credits provided for in this Service Level Agreement assume compliance by Customer with the terms and conditions of its agreement with Sangoma, and the failure of Customer to comply with those terms and conditions may invalidate the guarantees herein provided by Sangoma. No Service Credit is available for a Customer (a) that is blocking Sangoma from monitoring customer's premises router; (b) that does not provide the necessary access to personnel and facilities at the customer's premises to enable Sangoma to perform comprehensive troubleshooting; or (c) whose account is not in good financial standings with Sangoma. Customer shall not delay installation of Service.

Sangoma is not liable for failure to fulfill its obligations hereunder if such failure is due to (a) Customer's use of bandwidth in excess of the amount specified in Customer's service agreement with Sangoma, (b) Customer's tampering with any equipment, or (c) Force Majeure events.

Service Credits stated in this SLA are Customer's sole and exclusive remedy for any failure by Sangoma to achieve the guaranteed service levels stated.

7. Exclusions

Customer will not be entitled to a Service Credit for a Disruption due to power failure, local loop failure, Force Majeure, outages affecting multiple carriers or a specific geographic area, maintenance, emergency maintenance, inside wiring, LAN, failure of CPE, changes made by Customer to the Service, third-party internet, power failure, failure of third-party equipment, Customer's refusal to cooperate or provide access, and any event beyond the reasonable control of Sangoma.

8. Service Credit Claim Process

In order to initiate a claim for Service Credit, Customer must contact the Sangoma customer service group within seven (7) business days after the end of the month for which credit is requested. The Service Credit request must provide: (a) the Customer name and contact information, (b) the date and beginning/end time of the claimed outage or failed metric, and (c) a brief description of the characteristics of the claimed outage or failed metric.

Customer will be notified via email upon resolution of the request. If rejected, the notification will specify the basis for rejection. If approved, Sangoma will issue Service Credit to Customer's account, appearing on the next invoice issued. Multiple Service credits will not be given for the same period of time, i.e. failure to meet multiple criteria during a period of time generates only a single Service Credit. Service Credits will be credited against a Customer's monthly payment for Monthly Recurring Charges and may not be received in the form of a refund.

9. Miscellaneous

This SLA may be changed or modified by Sangoma in its sole discretion, without notice, and any change will be effective upon posting to the Sangoma Website. All capitalized terms herein which are not defined shall have the meaning as stated in the applicable contract for Service.