

IXCloud Service Level Agreement (SLA)





OVERVIEW

This SLA applies to paying customers that have entered into a written or electronic subscription services agreement with IXCloud and Numonix collectively ("IXCloud").

IXCloud targets to:

- To be available to you at least 99.9%* of the time in any calendar month.

*Subject to data volumes, recording volume and duration time. IXCloud will use reasonable commercial efforts to optimize service and uptime. If IXCloud does not meet this guarantee, subscribers will be eligible for Service Credits as described below. Service Credits are the sole and exclusive remedy for any failure by IXCloud to meet the SLA.

SLA Exclusions:

IXCloud SLA does not apply to any services that expressly exclude this SLA (as stated in the documentation for such services) or any downtime resulting from the following:

- Forces or causes beyond our reasonable control, strikes, labor disputes, riots, insurrections, civil disturbances, explosions, acts of god, acts of nature, war, governmental actions, or orders of domestic or foreign courts or tribunals
- Availability of third-party APIs, credentials or permission errors
- Client internet failure
 - o Including subscriber security policies blocking communications
- IXCloud Maintenance window
- Subscriber's premise or hardware failure

Service Credits:

For each standard session of recording IXCloud fails to record, you will be eligible for a credit of up to three days extension on your IXCloud subscription at no extra charge.

Failure to make the Service available to you at least 99.9% of the time, in any calendar month, will grant you credit according to this table:

Monthly Uptime Percentage	Monthly Downtime (minutes)	Recording subscription extension at no
>= 99.9% uptime	<= 44	Meeting SLA, no credit.
99.5%-99.9% uptime	44-216	3 days
99.0%-99.5% uptime	216-432	7 days
< 99.0% uptime	> 432	14 days

If any of the above applies, you may notify us via email to support@numonix.cloud and we will provide you with the appropriate credit. In order to receive the Service Credit, the customer must notify IXCloud no longer than 45 days after the time of failure. The aggregate maximum number of Service Credits to be issued to an IXCloud customer in a single calendar month shall not exceed 45 days of service.



DEFINITIONS:

- **Maintenance Window:** refers to service unavailability due to IXCloud service maintenance. Unless pre-scheduled and announced, scheduled downtime shall not be more than 4 hours per month, for major system configuration changes, upgrades or normal maintenance.
- **Cloud Data:** refers to data (e.g. table data, file attachments, recording etc.) that exist on a third-party service provider site
- **Downtime:** refers to the unavailability of the service, exclusive of the Maintenance Window.
- **Monthly Uptime Percentage:** refers to the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.
- **Recording Session:** refers to the customers standard daily operation sessions for the specific named subscriber (For example if a user normally records normal Business Operating hours 9AM -5PM, a failure during that session)

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