

Addition Networks, a division of Merrimack Education Center

This Service Level Agreement (SLA) describes the specific service level agreements and conditions for Addition Networks and Hosted VoIP. This SLA also specifies the measures to be taken in case of deviation or failure to meet the asserted service guarantees.

1. Addition Networks' Target Service Objectives

Addition Networks guarantees that Hosted VoIP will maintain four 9's (99.99%) in any given calendar month.

2. Service Response Time (SRT): Addition Networks strives to restore customer services in a timely manner. In the event of an outage, our goal is to achieve a 15 minute response to notify Customer's designated contact, and a SRT of 4 hours (length of trouble ticket resolution for the service interruption per outage).

Priority Level	Summary	Resolution
1	Total Loss of Service. Voice quality deemed unusable.	Initial Response: Within 15 minutes. Best Effort Resolution: within 4 hours.
2	Degraded Service performance. Isolated call incidents. Impaired feature functionality.	Initial Response: Within 4 hours. Best Effort Resolution: within 24 hours.
3	Service change request. Issues impacting a single user/phone.	Initial Response: Within 24 hours. Best Effort Resolution: within 72 hours.

- 3. Service Credits:** Service credit shall be payable as follows and relate to the Recurring Fees for the affected Hosted VoIP service up to 50% of the monthly service(s).

Downtime	Credit
<99.99%	0% of Recurring Charges
<99.90%	5% of Recurring Charges
<99.80%	10% of Recurring Charges
<99.70%	15% of Recurring Charges
<99.60%	20% of Recurring Charges
<99.50%	25% of Recurring Charges
<99.40%	30% of Recurring Charges
<99.30%	35% of Recurring Charges
<99.20%	40% of Recurring Charges
<99.10%	45% of Recurring Charges
<99.00%	50% of Recurring Charges

4. SLA Exclusions:

Many possible situations are completely beyond the control of Addition Networks and therefore are not in the scope of this SLA. These situations include:

- a. **Planned Maintenance:** Client will receive prior notification of at least 1 week of any upcoming maintenance window; such notification will be sent to the email address on file. Planned maintenance of the infrastructure shall happen between the hours of midnight and 6am GMT on weekdays or week-ends.
- b. **Emergency Maintenance:** To prevent prolonged outages affecting our cloud services, Addition Networks may be required to perform emergency maintenance. In this instance our notice period could be less than 24 hours. To minimize the effect on the client solution, Addition Networks will aim to return service within one hour, from when the emergency maintenance began.

- c. Malicious Attacks: If a third party not associated with Addition Networks initiates a "Denial of Service" or other form of disabling attack against your Cloud Service or major portions of our network, Addition Networks will do everything in its power to stop the attack, but cannot guarantee a resolution time.

Service Definitions: Unavailability is the cumulative total unavailability for the relevant Hosted VoIP service. For the avoidance of doubt, Client Outages and Planned Maintenance are excluded from this definition.

Client Outages/Unavailability is any outage caused by any of the unsupported software or hardware (as specified in the Solution Document) or any change or action taken by the Client's Personnel.

Addition Networks or its related persons shall not be held liable for any consequential, indirect, special, punitive, or incidental damages, whether foreseeable or unforeseeable, based on claims of the customer or its customers, (including but not limited to, claims for loss of data, goodwill, profits, use of money or use of the software, interruption in use or availability of data, stoppage of other work or impairment of other assets), arising out of breach of implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort or otherwise, except only in the case of personal injury where and to the extent that applicable law prohibits exclusion of such liability. In no event will the aggregate liability which Addition Networks and its related persons may incur in any action or proceeding arising out of performance or non-performance of this agreement exceed the total amount actually paid to Addition Networks by the customer for the specific product or service that directly caused the damage.

The Service Levels shall not apply (and Service Credits shall not be payable) where:

- a. the Client fails to promptly comply with the Client Obligations;
- b. the Client fails to pay the Fees on the due date;
- c. Addition Networks has the right to suspend the Services (in accordance with the General Terms) or if a Force Majeure Event applies; or
- d. Addition Networks outages arise due to (a) the occurrence of any agreed issues or risks highlighted in the Solution Document or (b) any client initiated change requests.

- 5. Performance Reporting:** Addition Networks shall report on the Service Levels to the Client on a quarterly basis if requested.
- 6. Notification:** Addition Networks' technical support will create a trouble ticket and will notify Customer's designated points of contact within 15 minutes of Addition Networks' determination of a major service failure. Addition Networks will notify Customer's designated points of contact via multiple methods of contact (e.g. telephone, email, pager, etc.) as mutually agreed with Customer.
- 7. Technical Support:** For technical information or assistance of a non-emergency nature during regular business hours (7:00 am-4:30 pm Eastern Time), contact our Technical Support at (978) 275-1600 Option 1 or by email at support@AdditionNetworks.net.
- 8. Emergency Support Guidelines:** Customer may report any service problem to our Network Operation Center (NOC) 24 hours a day, 7 days a week. The telephone number is (978) 275-1600, Option 1. Before calling, please have the following information available so that your call can be handled more efficiently:
 - a. Customer name
 - b. Name of caller and call back information
 - c. Type of problem
 - d. A detailed description of the nature of the call
- 9. SLA Amendments:** Addition Networks may revise, update, or improve this SLA, from time to time, as required and it is expected that revisions to this SLA may include; but are not limited to, performance objectives, definitions, process improvements, SLA wording to improve usability, etc.