

SERVICE LEVEL AGREEMENT (SLA) FOR PUBLIC CLOUD SUBSCRIPTION SERVICES

1. Definitions.

- a. **Available** means that: (i) for the Alvaria Public Cloud CX Service the following contact center features required for contact center management are accessible for use: the ability to manage a routable interaction (such as a voice call or live chat); access to agent desktop interface; and recording of voice based and text interactions (when enabled); and (ii) for the Alvaria WEM Cloud Service there is access to the User interface. "Available" does not include the proper functioning of (1) Customer Applications, (2) Customer's web servers, software, services, scenarios, external data sources or integrations to third-party systems (e.g., Salesforce.com), (3) telephony service, or (4) third-party Internet connectivity between Alvaria data centers and Customer or third-party networks.
- b. **Downtime** means the amount of time that the Cloud Service is not Available due to a Severity Level 1 case as classified or confirmed by Alvaria in accordance with the Support Policies, beginning when Customer opens a trouble ticket in accordance with the Support Policies and ending when the Public Cloud Service is again Available.
- c. **Service Credit** means a dollar credit, calculated as an amount equal to 1/30th of Customer's monthly Public Cloud Service Subscription fee associated with the base agent/User pricing (excluding any Self-Service, variable or additional fees) for the calendar month during which the Public Cloud Service falls below the Service Commitment.
- d. **Severity Level 1** means a failure in the production operation of the Public Cloud Service that causes cessation of or severe impact on Customer's operations and no acceptable workaround is available.

2. **Service Commitment.** Alvaria will use commercially reasonable efforts to make the Public Cloud Service 99.999% Available during each calendar day of the Subscription Term (**Service Commitment**). If Downtime results in the Cloud Service falling below the Service Commitment during a calendar day, Customer will be eligible to receive a Service Credit (as defined in Section 1(c) of this SLA for that calendar day.

- a. **Maximum Aggregate Credits.** The maximum aggregate credits during any calendar month will not exceed the full amount of Customer's monthly Subscription Service fee associated with the base agent per user fee.

3. **Service Credit Request.** To receive a Service Credit, Customer must submit a request for a Service Credit by opening a ticket in Alvaria's Customer Care case management system. To be eligible, the Service Credit request must be received by Alvaria within 30 days from the end of the month in which the Downtime giving rise to the request occurred. If the Downtime is confirmed by Alvaria, then Alvaria will issue the Service Credit to Customer. Customer's failure to provide the request and other information as required by Alvaria will disqualify Customer from receiving a Service Credit. All calculations and applicable Service Credits are based on Alvaria's records and data.

4. **Service Credit Payment and Eligibility.** Alvaria will apply Service Credits against future Public Cloud Service invoices and the Service Credits will be applied within ninety (90) days of receipt of the verified claim from Customer. Service Credits will not entitle Customer to any setoff, refund or other payment from Alvaria. A Service Credit will be applicable and issued only if: (a) the credit amount for the applicable calendar day is greater than one dollar (\$1 USD); (b) Customer does not owe Alvaria any past due amounts; and (c) Customer is in compliance with these Public Cloud Terms and the Agreement. Service Credits may not be transferred or applied to any other account, products or services. Service Credit for a calendar day is limited to the amount calculated as set forth in Section 1(c) of this Service Level Agreement. Customer's sole and exclusive remedy for any unavailability,

non-performance or other failure by Alvaria to provide Public Cloud Service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

5. **Exclusions.** The Service Commitment does not apply to unavailability or other performance issues caused by or that result from:
- a. Customer Applications, Content, or Customer or third-party equipment, software or other technology (other than third-party equipment within Alvaria's direct control);
 - b. Customer provided Multiprotocol Label Switching (MPLS);
 - c. Customer deploying a Customer Application in a way that prevents Alvaria from running the Customer Application from multiple data centers;
 - d. Customer's use of Public Cloud Service in violation of these Public Cloud Terms or the Agreement;
 - e. implementation or configuration services for additional Users, Public Cloud Service package upgrades or changes, or other services requested or ordered by Customer;
 - f. a maintenance window (as described in the Support Policies) or any downtime agreed upon with Customer in advance, including for installation of security patches, emergency repairs or a major upgrade that requires a Customer Data migration;
 - g. delays or temporary unavailability of recording or reporting data;
 - h. SMS Service or OTT Messaging Service;
 - i. quality of service issues that cause minor or partial loss of functionality, intermittent problems or minor degradation of operations, such as audio noise or static on calls, intermittently slow network connectivity, or outbound calls occasionally failing to certain area codes due to PSTN congestion, or as otherwise outlined in the Support Policies;
 - j. factors outside of Alvaria's reasonable control, including but not limited to: (1) a Force Majeure Event, (2) telecommunication, Internet, network or power system service provider failures or delays, (3) hardware, software, networks, power, or telecommunications systems not within Alvaria's possession or reasonable control, (4) any actions or inactions of Customer or any third-party; and (5) network intrusions or denial of service attacks; or
 - k. suspension or termination of Customer's right to use the Public Cloud Service in accordance with the Agreement.