



SERVICE LEVEL AGREEMENT (SLA)

During the Term of the applicable Agreement, the Services will be operational and available to Customer at least 99.9% of the time in any calendar month (the "XMedius Cloud SLA"). If XMedius does not meet the XMedius Cloud SLA, and if Customer meets its obligations under this XMedius Cloud SLA and under the Agreement, Customer will be eligible to receive the Service Credits described below. This XMedius Cloud SLA states Customer's sole and exclusive remedy for any failure by XMedius to meet the XMedius Cloud SLA.

DEFINITIONS

The following definitions shall apply to the XMedius Cloud SLA. Capitalized terms used herein which are not otherwise defined herein shall have the meaning ascribed to such terms in the Terms and Conditions attached to the Proposal for Services.

"Agreement" means the Proposal for Services entered into by and between XMedius and Customer, together with the Terms and Conditions attached to such Proposal for Services to form an integral part thereof.

"Downtime" means, for the affected Service, a period of time when Customer is unable to send or receive faxes and/or exchange files under a valid Agreement, such period beginning upon the moment that XMedius has been made aware of any such problem and ending once Customer is provided with a solution enabling the receipt and transmission of faxes or files.

"Monthly Uptime Percentage" means 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.

"Services" has the meaning ascribed to such term in the Agreement.

"Service Credit" means the following:

MONTHLY UPTIME PERCENTAGE	SERVICE CREDIT
< 99.9% ~ ≥ 99.0%	25%
< 99.0% ≥ ~ 95.0%	50%
< 95.0%	100%

CREDITS

If the affected Service is contracted as a subscription, the Service Credit is calculated based on the least between trailing 3 months monthly average monthly Base Plan service fee and the current monthly Base Plan service fee, and issued in the form of a credit in the Customer's next invoice. If the affected Service is contracted on a prepaid credit basis, the Service Credit is calculated based on the least between trailing 3 months monthly average credit consumption and the current monthly credit consumption, and issued in the form of a credit adjustment within the Customer's XMedius Cloud account.

Under no circumstances can the Service Credit be exchanged for, or converted to, monetary amounts. XMedius reserves the right to deduct from the Service Credit the underlying communication costs incurred for the delivery of fax pages.

Customer Must Request Service Credit. In order to receive any of the Service Credits described above, Customer must notify XMedius within thirty (30) days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit.

XMEDIOUS CLOUD SLA EXCLUSIONS

The XMedius Cloud SLA does not apply to any services that expressly exclude this XMedius Cloud SLA (as stated in the documentation for such services) or any performance issues: (i) caused by factors being of the nature of a force majeure, including but not limited to, natural disasters, fires, flooding, labor disputes, riots, interventions by civil or military authorities, acts of war, declared or not, terrorism, failures of utilities and public services, and other unpredictable events; (ii) that resulted from a breach by Customer of a provision of the Agreement; or (iii) that resulted from Customer's equipment or third party equipment, or both (not within the primary control of XMedius); or (iv) caused by telecommunication failure which results from any event beyond the reasonable control of XMedius; or (v) that resulted from reasonable planned maintenance, maintenance associated to critical problems or any other elements outside of XMedius' reasonable control.

Notwithstanding anything to the contrary, XMedius reserves the right to update and change this SLA from time to time and will post a copy of the amended SLA on its website at the following address: www.xmedius.com/en/xmc_sla. XMedius encourages Customer to review the SLA periodically. If XMedius makes any substantial changes to the SLA, XMedius will notify Customer by posting a prominent notice on its website or via email. Customer will be deemed to have accepted the SLA, as amended, if it continues to use the Services after any such changes.