



VoIP Hosted PBX Service Level Agreement

iPath Cloud Solutions, Inc. is committed to providing reliable, high-quality service and support to its Customers using iPath Cloud Solutions' Hosted Private Branch Exchange (PBX) service. This Service Level Agreement (SLA) outlines the minimum service a Customer can expect from iPath Cloud Solutions for the contracted term of the service.

The following SLA represents iPath Cloud Solutions' sole responsibility and the Customer's sole remedy regarding iPath Cloud Solutions' Hosted PBX SLA and Voice Service Availability Guarantee.

DEFINITIONS

Customer:

Customer shall mean an iPath Cloud Solutions' Customer who has executed a binding agreement for iPath Cloud Solutions' Hosted PBX service, excluding any Customer whose account is, during the period in question, not in good financial standing with iPath Cloud Solutions; or is in violation of the terms and conditions of iPath Cloud Solutions' acceptable use policy outlined in iPath Cloud Solutions' Terms of Service.

The terms of this SLA take effect immediately upon the completion of the iPath Cloud Solutions' Commit Date for service activation. In the month when a Customer's Hosted PBX service is terminated, the Customer is not eligible to receive credits for iPath Cloud Solutions not meeting its service commitments for that month. If the service is no longer under a term contract, the terms of this SLA no longer apply.

Service Fee:

Hosted PBX User Service Fee for a Customer is the base monthly recurring fee paid by the Customer for Hosted PBX phone extensions. Excluded fees consist of virtual phone extensions/voicemail, add-on Cloud services, auto-attendants, or usage-based charges.



Scheduled Maintenance:

Scheduled Maintenance refers to normal maintenance scheduled for either preventative measures or the upgrade of iPath Cloud Solutions' data network, voice network, and servers used to deliver Hosted PBX to the Customer. iPath Cloud Solutions makes every effort to conduct scheduled maintenance outside of the traditional business hours, and these changes will usually take place between 12:01AM – 4:00AM Eastern Time. However, there may be occasions that necessitates scheduled maintenance may need to be conducted during normal business hours. Every effort is made to minimize these actions. It is iPath Cloud Solutions' policy to notify Customers with as much advanced notice as possible by broadcast message. These outages are not included in the SLA agreement, and shall not give rise to service credits outlined in this SLA.

Unscheduled Maintenance:

Unscheduled maintenance refers to urgent iPath Cloud Solutions' efforts to correct network conditions that are likely to cause service outages or severe network performance degradation impacting multiple Customers and that require immediate action. Unscheduled Maintenance may degrade the quality of service to the point where outages are possible. iPath Cloud Solutions' policy is to notify the Customer with as much advance notice as possible under the circumstance by broadcast message. Such effects related to urgent unscheduled maintenance shall not give rise to service credits outlined in this SLA.

SERVICE LEVEL AGREEMENT

Voice Service Availability Guarantee:

A credit allowance will be given for interruptions to the Hosted PBX service preventing inbound or outbound calling on any or all phone extensions in excess of 30 minutes for each hosted PBX seat license affected. The time attributed toward voice service unavailability begins when the Trouble Ticket reporting the outage is opened by Customer with iPath Cloud Solutions Customer Support, and ends when the affected service is again operational. Two or more interruptions of 15-minutes or more during any one 24-hours period will be combined into one cumulative interruption.



Length of Interruption	Credit per PBX Seat License Affected
30 minutes to 1 hour	1 Day
1 hour 1 minute to 24 hours	3 Day
24 hours 1 minute or more	15 Day

The Voice Service Availability guarantee is subject to the following limitations:

No credit allowance will be made for any interruption in service related to any of the following:

1. Due to noncompliance with the provisions of iPath Cloud Solutions' Terms of Service. (including its payment terms)
2. Due to the failure of power at the Customer premise.
3. Due to the failure of Customer premise equipment (CPE) or other Hardware owned by the Customer.
4. Due to the failure of equipment, systems, connections or services. (including service interruption by Customer's Internet Service Provider)
5. Due to circumstances or causes beyond the reasonable control of iPath Cloud Solutions.
6. During any period in which iPath Cloud Solutions is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions.
7. During any period in which iPath cloud Solutions is unable to gain remote access to related switches, routers and other related equipment.
8. Inability to access the Web-based voice portal.

The amount of credit available per month is subject to a cap as described in this Agreement.

GENERAL

CREDIT AND PAYMENT PROCEDURE

To receive credit for the Voice Service Availability Guarantee, the Customer must;



1. Contact iPath Cloud Solutions and open a trouble ticket within 5 days of an outage.
2. Request credit in writing within 30 days of an event.
3. Be in good financial standing with iPath Cloud Solutions and must be compliant with the terms and conditions of iPath Cloud Solutions' Terms of Service. A Customer's failure to comply, including without limitation, failure to pay charges on a timely basis, will invalidate the Guarantees.
4. Be in a term contract agreement with iPath Cloud Solutions.

Credits are based on the Customer's Hosted PBX User Service Fee and may arise from multiple service guarantees outlined in this SLA. The total combined credits applied to the Customer's Hosted PBX will not exceed the Hosted PBX User Fee in any calendar month.

The Customer will pay its entire service bill, and shall not offset any Service Credits it would anticipate receiving from iPath Cloud Solutions. Customer shall cooperate with iPath Cloud Solutions in any Service Claim investigations.

Service Credits delivered as remedies in conjunction with this SLA represent iPath Cloud Solutions' sole responsibility and the Customer's sole remedy related to iPath Cloud Solutions' Hosted PBX service.

POLICY CHANGE

iPath Cloud Solutions reserves the right to change, amend, and/or revise this SLA policy at any time. Changes and/or revisions to the SLA will be deemed effective upon posting the applicable revision on our iPath Cloud Solutions' Customer portal. (www.ipathcloudresources.com).

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