

## Service Level Agreement For March Networks Cloud-Based Services

This Service Level Agreement (SLA) describes the availability commitments March Networks provides to Subscribers to the March Networks Cloud-based Services.

1. **DEFINITIONS.** Capitalized terms used herein have the meaning set out in the Terms of Service (available at <https://www.marchnetworks.com/ToS/>) unless otherwise defined below. For the purposes of this SLA, the following definitions shall apply:

1.1 “Availability” or “Available” means that the System is available for use and properly functioning for use in accordance with the March Networks product documentation.

1.2 “Downtime” means the total number of minutes in a given month that the System is not Available.

1.3 “Scheduled Maintenance” means the total number of minutes in a given month for a planned, defined, and scheduled period of time during which March Networks performs routine maintenance on the Services. March Networks will endeavor to give Subscriber at least two (2) business days prior written notice (via email or system notices) of any such Scheduled Maintenance (requiring outage for more than two (2) hours), including anticipated duration of the outage. March Networks shall use commercial reasonable efforts to ensure that any planned outages, unless considered urgent by March Networks in its discretion, will be conducted outside normal business hours (based on Eastern Standard time unless otherwise specified).

2. **UPTIME REQUIREMENT.** March Networks will make commercially reasonable efforts to ensure that the Services will be Available at least 99.9% of the time (“Uptime Requirement”) as measured over each calendar month during the term of any Order. The following shall be excluded from any calculation to determine whether March Networks has complied with the Uptime Requirement: (a) Scheduled Maintenance; (b) Downtime resulting from any acts or omissions by Subscriber or an Authorized User; (c) delays or outages caused by failure of the internet or network infrastructure; (d) Downtime resulting from a force majeure event.

3. **SERVICE LEVEL DISRUPTION.** March Networks will inform Subscriber by email (or other prompt means of communication if email is unavailable) of any Services disruption of a significant nature (i.e. greater than 2 hours). March Networks will make commercially reasonable efforts to restore Subscriber’s access to the Services as soon as practicable and inform Subscriber once the Services have been restored.

4. **REMEDIES.** In the event: (a) March Networks fails to comply with the Uptime Requirement in any calendar month, subject to the terms above; (b) Subscriber notifies March Networks in writing of such failure to comply within 15 days after the applicable month with evidence they have been adversely affected; and (c) March Networks verifies the failure to comply and adverse effects, March Networks will issue a credit to Subscriber’s account in accordance with the following table, with the credit being calculated on the basis of the standard Services Fees paid for the affected month to be applied to future payment obligations of Subscriber (“Availability Credit”):

Monthly Services Availability	Availability Credit
99.7% to 99.9%	5%
99.5 to 99.7%	10%
99% to 99.5%	15%