BLUIP SERVICE LEVEL AGREEMENT

This Service availability commitment agreement ("Service Level Agreement" or 'SLA') is governed by, incorporated into and is a part of the Master Subscription Agreement between you, the Customer ("You") and BluIP ("MSA"). This SLA applies only if Your MSA expressly states that this SLA applies. All defined terms are as set forth in the MSA, unless otherwise herein defined. This SLA is effective without limiting, waiving and notwithstanding the provisions of the MSA. This SLA will be read in connection with the MSA and not in conflict with the MSA. In the event of discrepancy between this SLA, and the MSA, this SLA shall prevail but only to the extent of the express purposes hereunder set forth; otherwise, the MSA shall prevail.

1. General.

(a) If the BluIP Communications Service experiences a Service Availability Outage, You may request that You be issued a Service Availability Credit calculated according to the below Table 1 "Service Availability Credit Percentages." If Your request has been made in accordance with the Agreement, and BluIP positively verifies the occurrence of the Service Availability Outage described in Your request, BluIP will provide You with a Service Availability Credit.

(b) To request a Service Availability Credit, You must: (i) not be in material breach of the Agreement; (ii) have submitted a Support trouble ticket: (A) pursuant to BluIP's then-current submission procedures and requirements; and, (B) within 48 hours following your awareness of the Service Availability Outage; (iii) deliver a written request to BluIP (email acceptable) for the Service Availability Credit: (A) within 30 days after the end of the calendar month in respect of which the Service Availability Credit is requested; and, (B) with sufficient detail necessary to identify the affected Service, (including the date and approximate beginning and end time of the Service Availability Outage(s)); and, (iv) reasonably assist BluIP with the diagnosis and resolution of the Service Availability Outage. You will also provide other information to BluIP that BluIP reasonably requests, such as for resolution, reporting and verification purposes. Your sole remedy for any Service Availability Outage, or other failures of the Service, is a Service Availability Credit in accordance with this SLA, or Service Availability Outage Termination in accordance with this SLA and Section 5.3.1 of the MSA.

(c) A "Service Availability Outage" is defined as a BluIP Communications Service outage that occurs after 90 days following the Commencement Date, of the applicable Subscription Term (for purposes of clarification, a Subscription Term commences after the Ramp/Phase-In Period, if any) and in which the "Extension Threshold" has not been met, meaning that at least 25% of scheduled Users using BluIP Communications Service for a given staffing period are not functional (i. e., not able to make or receive calls) due to a BluIP service issue, or that at least 25% of the telephone extensions that are enabled with BluIP Communications Service, excluding those telephone extensions that are sending or receiving calls off-net via a third party network provider offering managed IP communication, are unable to make or receive calls due to an action or inaction, in violation of the Agreement, caused and under the control of a BluIP.

2. Service Availability Credit

(a) If Your request has been made in accordance with the Agreement, and has been positively verified by BluIP ("Valid Credit Claim"), You will be eligible to receive a Service Availability Credit in the amount of the applicable Service Availability Credit Percentage (below) multiplied by the applicable portion of then-current BluIP Communications Service Monthly Recurring Charge, stated under the applicable Service Order ("CS MRC"), as follows.
(b) Notwithstanding anything to the contrary herein contained, for each Valid Credit Claim: (i) the Service Availability Outage "Per Month" is the combined number of minutes and hours that the BluIP Communications Service fails to meet the Extension Threshold during any calendar month; (ii) You will be entitled to receive Service Availability Credit utilizing only one Service Availability Percentage per Service Availability Outage in any calendar month (even if more than one Service Availability Percentage Outage Credits would be applicable). BluIP will not be liable for multiple Service Availability Credits (or any other recompense) for the same Service Availability Outage in the same calendar month; (iii) You will elect

which Service Availability Credit Percentage You seek, as recompense, as part of Your credit request; (iv) the Service Availability Credit in any one calendar month shall not exceed 100% of the BluIP Communications Service MRC for the specific building location impacted; and, (v) Service Availability Credit will not be issued for any outage that occurs during the first ninety (90) days of an Initial Term.

For packaged or bundled BluIP Communications Service (individual or groups of BluIP Communications Services packaged, marketed and/or sold together), the Service Availability Credit will be calculated based on the single combined BluIP Communications Service MRC for the packaged/bundled BluIP Communications Service, and not the monthly subscription fee for each individual or groups of BluIP Communications Service comprising the package/bundle. You may only submit Service Availability Credit requests with respect to one individual BluIP Communications Service in a package/bundle in a calendar month; BluIP will not be liable for Service Availability Credits with respect to more than one BluIP Communications Service in a package/bundle in any calendar month.

TABLE 1. SERVICE AVAILABILTIY CREDIT PERCENTAGES

Service Availability Outage Per Month	**Percentages (% of the applicable CS MRC for Calendar Month which is the subject of a Claim)**
≥1 hour < 4 hours	5% of the BluIP CS MRC
≥4 hours < 8 hours	10% of the BluIP CS MRC
≥8 hours < 16 hours	20% of the BluIP CS MRC
≥16 hours < 32 hours	50% of the BluIP CS MRC
≥32 hours	100% of the BluIP CS MRC

A Service Availability Outage will be deemed to start from the date/time that a credit-worthy Valid Credit Claim is verified to have commenced, and a Support trouble ticket is created. A Service Availability Outage will be deemed to end when the BluIP Communications Service is available for a percentage, which exceeds the Extension Threshold (i. e., greater than 25%, as above set forth).

3. BluIP Communications Service Outage Limitations

Without limiting anything contained in the Agreement (including in this SLA), the following will not be included in the calculation of Service unavailability and will not be eligible for the issuance of a Service Availability Credit.

Service Availability Outages caused by:

- the time that BluIP waits for You, or your third party supplier, to provide access to the site, facilities, or information that BluIP needs to address the problem;
- You, your Related Party or a User;
- items not provided by or under the sole control of BluIP (e. g., broadband, network, power, equipment [e. g. firewall, network switches, routers], connections, third party clouds and their infrastructure, and other facilities, third party applications, and third party BluIP-resold services and products); for purposes of clarification, notwithstanding anything to the contrary contained in the MSA such as in

respect of BluIP's responsibility and/or liability for third parties and/or their services and products, this SLA expressly excludes BluIP's responsibility/liability under this SLA therefor;

- modifications to the Services that have not been made by BluIP, or if made by BluIP have been agreed by the parties, in a mutually executed writing, to be excluded from coverage;
- Your configuration changes to the Service through BluIP's self-service administrative tools (e.g. myPortal, myPBX, etc.);
- Your physical and/or logical configuration of the Service in violation of the Agreement or as otherwise prohibited, and your failure to utilize supported platforms for accessing the Services;
- You breach or the suspension, cancellation, or termination of Service as under the Agreement;
- scheduled maintenance; and,
- an event of Force Majeure.