

# Service Level Agreement

This Service Level Agreement governs the use of the Services under the Terms and Conditions (the "T&C") between VoIPstudio.com and You and is incorporated into the T&C by reference. VoIPstudio.com may update, amend, modify or supplement this Service Level Agreement from time to time.

Capitalized terms used herein but not otherwise defined will have their respective meanings set forth in the Agreement. In the event of any conflict between this Service Level Agreement and the T&C, the T&C will govern.

## 1. Service

VoIPstudio.com will use commercially reasonable efforts to provide the Services as defined by the plan or plans purchased or subscribed to under Your Account.

## 2. Service Availability

### 2.1 Definition

VoIPstudio.com will provide at least 99.999% Service Availability, measured on a per calendar-month basis. "Service Availability" is defined as the ability of a User under your Account to (a) make and receive phone calls using the Services, and (b) access features such as Voicemail, IVRs, Ring Groups and other using the Services, provided that Your Account is active and enabled. Loss of Service Availability caused by (i) issues beyond VoIPstudio.com's reasonable control, including, without limitation, denial of service or similar attacks, DDoS, DNS resolution, domain name expiration, hardware failure, Internet availability, SYN attacks, and other events or any other Force Majeure Event, or (ii) other issues addressed in this Service Level Agreement, will be excluded from Service Availability calculations.

### 2.2 Calculation

To calculate Service Availability, VoIPstudio.com uses a combination of methods, including analyzing logs from both VoIPstudio.com's event monitoring system and the actual affected infrastructure components and matching these findings with client reports to determine the actual timeframe. Any loss of Service Availability less than five minutes in duration will not be included in the calculation of Service Availability.

## 2.3 Service Availability Credit

Subject to your valid submission of a Service Availability Credit request and the other conditions herein, if Service Availability under Your Account for any calendar month is below 99.999%, VoIPstudio.com will issue a credit ("Service Availability Credit") in accordance with the following schedule:

Service Availability*	Amount of refund as a % of monthly fee for affected Service*
99.0% to 99.999%	3% of monthly fees credited
98.0% to 98.99%	5% of monthly fees credited
95.0% to 97.99%	10% of monthly fees credited
90.0% to 94.9%	25% of monthly fees credited
89.9% or below	2.5% credited for every 1% of lost availability up to the maximum total penalty limit

\* If the subscription period for an affected Service is less than one calendar month, then the Service Availability Credit will be adjusted on a pro rata basis.

To request a Service Availability Credit, (a) Your Account must be in good standing with VoIPstudio.com, (b) You must open a technical Support Ticket in the administrative control panel reporting an apparent Service interruption within 72 hours of the event and requesting a Service Availability Credit. Service Availability Credit requests must include the dates and specific times for which You are requesting Service Availability Credits.

VoIPstudio.com will compare information provided by You to the data referenced in Section 2.2 above. A Service Availability Credit will be issued only if VoIPstudio.com confirms from such data that a Service Availability Credit is available.

VoIPstudio.com will calculate the Service Availability Credit based on the type of particular Service for which Service Availability was below the prescribed level, the fees for the particular Service and the percentage of overall units adversely affected. For example, if the Service Availability Credit pertains to the Service Availability of 4 Inbound Numbers out of 12 Inbound Numbers purchased, the Service Availability Credit would be calculated as 30% x the monthly fee for the Inbound Numbers x the % of monthly fee credited.

*The limits and sole remedies regarding Service Availability Credits total credits under this SLA are set forth in Section 3 of this Service Level Agreement.*

### **3. Total Credit Limits; Sole and Exclusive Remedies**

#### **3.1 Total Service Availability Credits**

The total Service Availability Credit due to You for any Account may not exceed 50% of the monthly fees charged to that Account during the month for which the Service Availability Credit is to be issued, unless the amount to be credited is less than \$1.00 in which case the credit amount will be \$1.00. Only one Service Availability Credit is available in any given calendar month. Notwithstanding anything set forth in the Agreement or this Service Level Agreement, the Service Availability Credit described in Section 2 of this Service Level Agreement will be Your sole and exclusive remedy in connection with any loss of Service Availability as described in such section or breach by VoIPstudio.com of the Agreement or this Service Level Agreement.

#### **3.2 Total Recovery Credits**

The total Recovery Credit due to You for any Account may not exceed 100% of the monthly fees charged to that Account during the month for which the Recovery Credit is to be issued. Only one Recovery Credit is available in any given month. Notwithstanding anything set forth in the T&C or this Service Level Agreement, the Service Availability Credit will be Your sole and exclusive remedy for any losses arising from Service interruption.

#### **3.3 No Refund**

Credits are applicable only toward use of the Service and are not convertible into cash or any type of refund.

### **4. Technical Support**

VoIPstudio.com will use commercially reasonable efforts assist You, through Your authorized Account contacts, with setting up and configuring Your Account, having access to the Services and other issues related to the Services. Only Your authorized Account contacts may request information, changes or technical support pursuant to the Agreement. For more information, visit the technical support page of VoIPstudio.com's administrative control panel. VoIPstudio.com's technical support response time depends on the complexity of the inquiry and support request volume.

## **5. Management**

### **5.1 Account Management Tools**

Through Your authorized contacts, You may manage Your Account with VoIPstudio.com's online management tools, the administrative control panel and end-user control panel. VoIPstudio.com will not be required to perform for You any task that can be done through the control panels.

### **5.2 Custom Configuration**

Requests for modification to the standard configuration of the Services will be considered on a case-by-case basis. Approval of such modifications will be at VoIPstudio.com's sole discretion. VoIPstudio.com does not guarantee any particular result from non-standard configurations nor can it be held liable in any way for Service performance changes or failures which result from non-standard configurations.

### **5.3 Additional Services**

For tasks that cannot be performed through the administrative control panel, You may request that VoIPstudio.com perform professional services on a time and materials basis. The request will include a detailed description of work and the authorized amount of time, in half hour increments, to perform the work. VoIPstudio.com may evaluate and revise the request (including the estimated number of hours to perform the work) and reserves the right, in its sole discretion, to decline any request. Any additional services will be performed at VoIPstudio.com's standard published rates, provided that any emergency services that require commencement within 24 hours will be charged at 1.5x VoIPstudio.com's standard published rate. VoIPstudio.com will use commercially reasonable efforts to perform requested additional services. However, it does not guarantee any particular result from performance of additional services or make any representations or warranties regarding such additional services nor can it be held liable in any way (including for any credits) for Service performance changes or failures which result from performing tasks requested by You. VoIPstudio.com may require a separate agreement for any of these additional services.

## **6. Maintenance**

### **6.1 Scheduled Maintenance**

In order to maintain performance and security of the Services, VoIPstudio.com performs scheduled maintenance within its published maintenance windows. This may require specific Services to be suspended during the maintenance period. Loss of Service Availability due to scheduled maintenance will not

be included in the calculation of Service Availability. VoIPstudio.com will use commercially reasonable efforts to notify You in advance of any scheduled maintenance that may adversely affect Your use of the Services.

## **6.2 Emergency Maintenance**

VoIPstudio.com may need to perform emergency maintenance, including security patch installation or hardware replacement. VoIPstudio.com will not be able to provide You with advanced notice in case of emergency maintenance. Loss of Service Availability due to emergency maintenance will be excluded from calculations for Service Availability.

## **7. Storage Capacity; Data Transfer; Server Resources**

Unlimited capacity allocation per plan is a subject to technical limitations of the software used to access such capacity. VoIPstudio.com has no control over software limitations imposed by a software manufacturer. Unlimited data storage capacity may not be used for archiving services; specific archiving products and services need to be purchased for archiving.

## **8. Data Restoration from Back-up Request**

VoIPstudio.com conducts regularly scheduled backups related to the Services but does not guarantee their availability to You. Server backup scope and scheduling is at VoIPstudio.com's sole discretion. Data restore requests initiated by You may be initiated through the administrative control panel as an extended service request, subject to availability of the relevant Data. VoIPstudio.com DOES NOT MAINTAIN HISTORICAL BACK-UP COPIES FOR THE PURPOSE OF POINT IN TIME DATA RECOVERY.

## **9. Data Retention**

VoIPstudio.com will not be responsible for retaining any of Your Data after termination of Your Account. Your Data may be deleted promptly after Your Account is terminated and from backups during scheduled backup rotation. VoIPstudio.com will not restore, provide on any storage media or send out any Data pertaining to terminated Accounts, unless specifically noted in a customized service agreement. It is Your responsibility to back-up and migrate Your Data prior to termination of Your Account or any other action which can lead to deletion of any of Your Data from the Services. For more information on collection, retention and use of customer information, refer to VoIPstudio.com's Privacy Policy. VoIPstudio.com does not guarantee compatibility of the Services with any specific customer configuration of hardware or software. You are encouraged to discuss any technical and compatibility issues with our technical support personnel.

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