

**VOICE CALL BACK – CLOUD +  
SERVICE LEVEL AGREEMENT**

**1. Voice Call Back – Cloud + Service Level Agreement**

1.1 **Time to Initial Access.** Verizon shall measure and report the time to first access capability with respect to the Service (e.g. providing credentials to access the Service). For each Order, the time between when Verizon receives a complete Order for Voice Call Back – Cloud + Cloud Services and when the End User is able to access the Cloud Services System for the purpose of using the Cloud Service (the “Time to Initial Access”) shall not exceed ten (10) Business Days.

1.2 **Voice Call Back – Cloud + System Availability**

Availability	Credit
99.5 - 95% =	5% of monthly fee.
94.99 - 90% =	12.5% of monthly fee.
Less than 90% =	25% of monthly fee.

Maximum amount of the credit/refund is 100% of such fee for that month.

1.3 **Warranty.** Verizon warrants to Customer: (i) that commercially reasonable efforts will be made to maintain the online availability of the Service for a minimum of availability in any given month as provided in the chart above (*excluding* scheduled outages, events beyond Verizon’s reasonable control, and outages that result from any Customer or its customer’s technology issues); and (ii) the functionality or features of the Service may change but will not materially decrease during a paid term.

1.4 **LIMITED REMEDY.** THE SERVICE MAY BE INTERRUPTED OR CONTAIN AN ERROR. CUSTOMER’S EXCLUSIVE REMEDY AND VERIZON’S SOLE OBLIGATION FOR ITS FAILURE TO MEET THE WARRANTY HEREIN WILL BE FOR VERIZON TO PROVIDE A CREDIT FOR THE APPLICABLE MONTH AS PROVIDED IN THE CHART ABOVE (IF THIS AGREEMENT IS NOT RENEWED, THEN A REFUND), FOR THE MONTH; PROVIDED THAT CUSTOMER NOTIFIES VERIZON OF SUCH FAILURE WITHIN 30 DAYS OF THE END OF THAT MONTH.

1.5 **DISCLAIMER** VERIZON DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. WHILE VERIZON TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICE, VERIZON DOES NOT GUARANTY THAT THE SERVICE CANNOT BE COMPROMISED.

**DEFINITIONS.** The following definitions apply to Voice Call Back – Cloud +, in addition to those identified in the Master Terms of your Agreement and Service Attachment.

1.6

<u>Term</u>	<u>Definition</u>
<u>Cloud Services System</u>	<u>The equipment and software and any other items or services used by Verizon to provide Voice Call Back – Cloud +.</u>