



SECURELOGIX + SERVICE LEVEL AGREEMENT

This Service Level Agreement (SLA) applies to the SecureLogix Call Defense™ and™, Orchestra One™ Call Authentication, Contact Call Branding™, TrueCall™ Spoofing Protection, and Reputation Defense™ Call Number Management systems (individually a “Product” or a “Service” and collectively the “System”) provided by SecureLogix through Verizon. This SLA provides credits for Availability and remediation procedures for Time to Repair.

1. AVAILABILITY

1.1 **Status Response and Resolution.** In the event of a System outage, SecureLogix will identify the cause and work to resolve the outage. If the outage exceeds 30 minutes from the time of SecureLogix discovery or Customer notification, then SecureLogix will notify Customer of the status and expected restoration of the System. If the outage continues, then SecureLogix support will provide Customer notice as provided below. For prolonged outages, daily status updates will be provided until the outage is corrected.

Escalation Process		
Duration	SecureLogix	Customer
After 2 hours	SecureLogix Senior Management informs by telephone	Point of Contact
After 8 hours	SecureLogix Vice President informs by telephone	Senior Manager

1.2 **Availability SLA.** Verizon will provide credits based on the Monthly Recurring Charge (MRC) percentage for the unavailable System element for the month in which the unavailability occurred as shown below.

Monthly Availability	MRC Credit Percentage
Less than 99.95% but equal to or greater than 99.0%	10%
Less than 99.0%	30%

2. TIME TO REPAIR

2.1 **Severity Level and Maintenance Response Schedules.** SecureLogix will respond to requests for maintenance in accordance with the reported Severity Level and corresponding Maintenance Response as shown in the schedules below.

2.1.1 Severity Level Classification.

Technical Support – Severity Classification	
Severity Level	Determination Criteria
0	There is no impact to Customer’s business or important business process.
1	Low impact to Customer. Minor impact to Customer’s business or important business processes. An acceptable workaround is available and this lack of functionality can be tolerated for a period of time.
2	Customer's business or important business processes are functioning with limited capabilities or are unstable with periodic interruptions. Any workarounds are considered unacceptable and will only be tolerated to keep a complete business outage from occurring.
3	Customer's business or important business processes are stopped or so severely impacted that Customer cannot reasonably continue work and no workaround exists.

Customer will make an initial classification of each error or defect and will report such error or defect to SecureLogix based on the determination criteria. SecureLogix will provide confirmation of Customer’s classification. If there is a dispute between Customer and SecureLogix regarding the classification of an error or defect, which is not resolved within 24 hours after Customer’s report, such dispute will be referred to each Party’s senior management for resolution. SecureLogix’s support specialist will return calls within the time specified in the Maintenance Response schedule set forth below. Response times will be measured from the time Customer requests support by one of the means set forth in the Reporting and Escalation section below.

2.1.2 Maintenance Response

Maintenance Response			
Severity Level	1st Level Response	2nd Level Response	3rd Level Response
0	24 business hours	3 business days	As appropriate
1	2 hours	1 business days	Next minor release
2	1 hour (if called in)	2 hours	Next minor release
3	30 Minutes (if called in)	1 hour	Next minor release

2.1.3 Classification of Response



Response Level	Action
1st Level	Acknowledge receipt of error report.
2nd Level	Provision of patch, identification of work around, temporary fix, or other temporary resolution of the error and documentation of corrections.
3rd Level	Official object code fix incorporated in the next upgrade or minor release or a code-based work around (supported by maintenance) and reflected in the updated documentation.

If SecureLogix fails to comply with the Maintenance Response schedule more than 2 times in any given calendar month for 2 months of any 4 month period, then SecureLogix will develop and implement a written remediation plan within 90 days. SecureLogix will provide written progress reports to Customer on the development and implementation of such remediation plans.

3. ROOT CAUSE ANALYSIS

SecureLogix will perform a root cause analysis of each failure (Severity 1 through 3) to meet a service level as required hereunder and will document a plan for addressing the root cause of each such failure. SecureLogix will promptly investigate, assemble and preserve pertinent information with respect to, report on the causes of, and correct all performance-related failures associated with the service levels, including performing and taking appropriate preventive measures to prevent recurrence. In addition, within 5 business days, SecureLogix will provide Customer with information with respect to issues that impact or could reasonably be expected to impact Customer. SecureLogix will a) minimize recurrences of such failures for which it is responsible and b) address all issues and reasonable requests from Customer within the scope of a Product, notwithstanding whether any service level has or has not been met, and will promptly notify Customer of any such unresolved issues.

SecureLogix will use all commercially reasonable efforts to provide solutions, changes and corrections to the Service as are required to (a) keep the Service(s) conforming in all material respects to applicable documentation and specifications, and (b) correct reported problems that are replicated and diagnosed by SecureLogix as defects in the Service(s).

4. SERVICE CREDIT REQUEST AND PAYMENT PROCEDURES

Verizon will apply Credits against future amounts due from Customer and not as a refund. Unless otherwise provided in the Agreement, Customer's exclusive remedy for any unavailability, non-performance, or other failure by SecureLogix to provide the Service is the receipt of a Credit (if eligible) as provided herein.

Availability does not apply to any unavailability, suspension, or termination of the Service, or any other Service performance issues: (i) arising from SecureLogix suspension and termination of Customer right to use the Service in accordance with the Agreement; (ii) caused by factors outside of SecureLogix reasonable control, including any force majeure event; (iii) that result from any actions or inactions of Customer or any third party; (iv) that result from Customer equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within SecureLogix direct control); or (v) that result from any Scheduled Maintenance.

To receive a Credit, Customer must submit a claim to Customer's Verizon account team with the following information:



1. The dates and times of each unavailability incident that Customer is claiming; and
2. Customer request logs that document the errors and corroborate Customer claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Availability percentage of such request is confirmed by Verizon and is less than the service level, then Verizon will issue the Credit to Customer within two billing cycles following the month in which Customer request is confirmed by SecureLogix.

5. SERVICE TERMINATION

If SecureLogix fails to meet the Maintenance Response for Severity Level 2 and Severity Level 3 incidents or Availability as shown below, Customer may, in its sole discretion terminate the affected Service.

SecureLogix's failure to meet the Maintenance Response for:

- Severity Level 3 incident conditions 2 times during each 12 month period;
- Severity Level 2 incident conditions 4 times during each 12 month period; or
- Severity Level 3 or Severity Level 2 incident conditions in any combination 4 times during any 3 month rolling period.

SecureLogix's failure to meet Availability for:

- 2 consecutive months; or
- any 3 months during any rolling 12 month period.

6. REMEDIES

Notwithstanding anything to the contrary, if a Product does not conform to the warranties made by SecureLogix in this SLA, or is otherwise defective, SecureLogix will correct the errors or non-conformities within 10 business days of notice from Customer. If SecureLogix does not remedy any and all defects in the Product within such period, Customer may elect to terminate the affected Product and any other Products dependent thereon, and Customer will be entitled to return of the fees for all such Products. Upon return of the applicable fees Customer will return or destroy the Product.

7. SUPPORT INFORMATION

7.1 Maintenance And Support Services

7.1.1 **Telephone Support.** SecureLogix will provide reasonable telephone and email support on Customer's use of the Service(s). Telephone and email support will be provided from 7:00 AM to 6:00 PM Eastern Standard Time (Toll Free Tel: 877-752-4435 or support@securelogix.com or after hours for APAC countries (Toll Free INTL: 00-800-7524-4350), excluding those holidays observed by SecureLogix. Maintenance Support will be provided outside of these hours and on holidays observed by the telephone only using the same Toll Free Tel: 877-752-4435 number. An after-hours call service will contact the on-call support engineer. SecureLogix will make all commercially reasonable efforts to address the problem identified by Customer.

7.1.2 **Maintenance.** From time to time, SecureLogix may apply minor upgrades, patches, bug fixes, or other maintenance to the System ("Maintenance"). When possible, SecureLogix will provide 5 business days' notice (either in writing or via a message appearing in or sent through the System) when performing Maintenance. Customer agrees to use reasonable efforts to comply with SecureLogix's Maintenance requirements notification. SecureLogix reserves the right to perform regularly scheduled Maintenance



from 12:01 AM to 6:00 AM Sunday (Eastern Standard Time). This Maintenance may prevent the Services from being accessed or used during this time period.

SecureLogix will use commercially reasonable efforts to limit regularly scheduled and emergency maintenance. Emergency Maintenance outside of the scheduled Maintenance will be announced at least twenty-four (24) hours in advance to the Customer unless system availability is impacted.

7.1.3 **SOFTWARE UPGRADES.**

New versions of software (“Software Upgrades”) may prevent the Services from being accessed or used during the respective upgrade. Software upgrades are included with the Call Secure Managed Service, including remote upgrades of on-premises appliance software on Customer devices. Onsite visits to upgrade of ETM software are not included in the Hosting Service. For Hosted systems SecureLogix will provide at least 30 days’ notice prior to any upgrade. Upgrades for non-Hosted ETM systems and PolicyGuru Customer will handled on a by Customer basis and will be managed through the SecureLogix’s Project Management Team.

7.2 **Reporting and Escalation.**

Customer will report errors and defects to SecureLogix. For Severity Level 3 errors or defects, Customer may, in addition to any notification by any other means, notify SecureLogix by telephoning a SecureLogix support specialist (Toll Free Tel: 877-752-4435 or Toll Free INTL: 00-800-7524-4350). In the event Customer cannot make contact with a SecureLogix support specialist, Customer may notify SecureLogix by calling the technical support manager (210-546-1115).