

Appendix E to DIR Contract Number DIR-TSO-2598
Service Level Agreement
For Video and Web Conferencing Services

Cumulus Solutions, Inc Master Service Level Agreement

THIS SERVICE LEVEL AGREEMENT ("Agreement" or "SLA") shall apply to all Video and/or Web Conferencing Services provided by CUMULUS SOLUTIONS, INC. expressly as an addendum to the Terms Of Service ("TOS") for each customer/client/consumer/domain/administrator/end user/user ("USER"). CUMULUS SOLUTIONS, INC. is committed to providing a highly available and secure network to support its USERS. Providing the USER with consistent access to Video and/or Web Conferencing Services is a high priority for CUMULUS SOLUTIONS, INC. and is the basis for its commitment in the form of a SLA. The SLA provides certain rights and remedies in the event that the USER experiences service interruption as a result of failure of CUMULUS SOLUTIONS, INC. infrastructure. The overall service availability metric is 99.9%, measured on a monthly basis.

Term Definitions

For the purpose of this Service Level Agreement, the terms in bold are defined as follows:

Available or Availability

When the USER whose account is active and enabled has reasonable access to the Video and/or Web Conferencing Service provided by CUMULUS SOLUTIONS, INC., subject to the exclusions defined in Downtime Minutes below.

Total Monthly Minutes

The number of days in the month multiplied by 1,440 minutes per day.

Maintenance Time

The time period during which the Video and/or Web Conferencing Service may not be Available each month so that CUMULUS SOLUTIONS, INC. can perform routine maintenance to maximize performance, is on an as needed basis.

Service Availability

The total number of minutes that the USER cannot access the Video and/or Web Conferencing Service. The calculation of Downtime Minutes excludes time that the USER is unable to access the Video and/or Web Conferencing Services due to any of the following:

- (a) Properly Scheduled and Announced Maintenance Time
- (b) USER's own Internet service provider
- (c) Force Majeure event
- (d) Any systemic Internet failures
- (e) Any failure in the USER's own hardware, software or Network connection
- (f) USER's bandwidth restrictions
- (g) USER's acts or omissions

CUMULUS SOLUTIONS, INC. Network

The network inside of CUMULUS SOLUTIONS, INC. border routers.

Problem Response Time

The time period after CUMULUS SOLUTIONS, INC.'s confirmation of the Service event, from receipt of the information required from the USER for CUMULUS SOLUTIONS, INC.'s Support Team to begin resolution and open a trouble ticket in CUMULUS SOLUTIONS, INC.'s systems. . After receiving a report of fault, CUMULUS SOLUTIONS, INC. shall use any reasonable method to provide USER with a progress update.

Affected Seats

CUMULUS SOLUTIONS, INC.'s Video and/or Web Conferencing Service is provided in a multi tenant architecture where seats of a USER's domain may be extended across numerous servers. USER may obtain remedy only for affected seats residing on the server experiencing Downtime exceeding the SLA.

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Maintenance Notices

CUMULUS SOLUTIONS, INC. will use email notifications to communicate the date and time that CUMULUS SOLUTIONS, INC. intends to make the Video and/or Web Conferencing at least forty-eight (48) hours in advance (or longer if practical). The USER understands and agrees that there may be instances where CUMULUS SOLUTIONS, INC. needs to interrupt the Video and/or Web Conferencing Services without notice in order to protect the integrity of the Video and/or Web Conferencing Services due to security issues, virus attacks, spam issues or other unforeseen circumstances.

Emergency Maintenance

These change controls happen immediately with little notification ahead of time; however, we will post the information to our website soon after or during the maintenance event.

Where possible planned maintenance will be posted 5-days prior; however, certain circumstances may preclude us from doing so, such as an external vendor issuing a change control to CUMULUS SOLUTIONS, INC., e.g. the power company alerting us to perform power testing 48 hours ahead of time.

USER Responsibility

Minimum Requirements

The required configurations USER must have to access the Video and/or Web Conferencing Services include:

- Internet connection with adequate bandwidth
- Internet Browser with WebRTC (i.e. Google Chrome or similar)

Service Levels

Term of the Service Level Agreement

This Service Level Agreement shall only become applicable to the Video and/or Web Conferencing Services upon the later of (a) completion of the "stabilization period," as such term is defined in the Statement of Work (if any), or (b) ninety (90) days from the provisioning of Video and/or Web Conferencing Services.

Measurement

CUMULUS SOLUTIONS, INC. uses a proprietary system to measure whether the Video and/or Web Conferencing Services are Available and the USER agree that this system will be the sole basis (subject to audit in accordance with DIR Contract Number DIR-TSO-2598) for resolution of any dispute that may arise between the USER and CUMULUS SOLUTIONS, INC. regarding this Service Level Agreement.

Availability is calculated based on the following formula:

$$A = (T - M - D) / (T - M) \times 100\%$$

A = Availability

T = Total Monthly Minutes

M = Maintenance Time

D = Downtime

Availability	Credit Amount of Monthly Fee for Affected Seats
> 97.9% but < 99.9%	5%
> 96.9% but < 97.9%	10%
< 96.9%	15%

Problem Response Time

CUMULUS SOLUTIONS, INC.'s failure to meet the Service level metric for Problem Response Time for a month shall result in a Service Level Credit calculated per incident at a credit of 50% of the monthly invoice, up to a maximum Service Level Credit of the total monthly service fee, for the Video and/or Web Conferencing Service. (Fees shall be in

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accordance with Appendix C, Pricing Index, DIR Contract Number DIR-TSO-2598.) The response time per incident will vary upon the degrees defined below:

Category Level	Criteria	Problem Response Time
1	Unplanned interruption rendering the Services un-Available; no work-around	5 Minutes
2	Unplanned interruption rendering the Services un-Available; work-around available	15 Minutes
3	Services are un-Available for a single User or small percentage of USER affected	4 Hours
4	Intermittent problem	8 Business Hours

Remedy and Procedure

The USER's remedy and the procedure for obtaining the USER's remedy in the event that CUMULUS SOLUTIONS, INC. fails to meet the Service level metrics set forth above are as follows:

To qualify for remedy:

- (a) There must be a support ticket documenting the event within 24 hours of the service interruption
- (b) USER account must be in good standing with all documented and undisputed invoices paid (Payment shall be in accordance with Section 6C of Appendix A, DIR Contract Number DIR-TSO-2598.)

The USER must notify CUMULUS SOLUTIONS, INC. in writing or by contacting the Help Desk within five (5) business days by opening a support ticket and providing the following details:

- Subject of email must be: "Claim's Notice"
- List the USER'S Account name
- List the date the Downtime Minutes occurred
- List user(s) Display Name and E-mail address affected by Downtime Minutes
- List an estimate of the amount of actual Downtime Minutes

CUMULUS SOLUTIONS, INC. will confirm the information provided in the Claim Notice within five (5) business days of receipt of the Claim Notice. If CUMULUS SOLUTIONS, INC. cannot confirm the Downtime Minutes, then the USER and CUMULUS SOLUTIONS, INC. agree to refer the matter to DIR and CUMULUS SOLUTIONS, INC. management for resolution. If CUMULUS SOLUTIONS, INC. confirms that CUMULUS SOLUTIONS, INC. is out of compliance with this Service Level Agreement, the USER will receive the amount of Service Level Credits set forth above for the affected Service level metric and the affected Seats for the affected month. The SLA credit will be reflected in the CUMULUS SOLUTIONS, INC. invoice to the USER in the month following CUMULUS SOLUTIONS, INC. confirmation of the Downtime Minutes. Please note that SLA credits can only be applied to accounts that are in good standing with all documented and undisputed invoices paid up to date.