

## Empire Communications of Toronto Inc. (ECI) Service Level Agreement

### DEFINITIONS

#### Customer

Customer shall mean an Empire Communications of Toronto Inc. Canada customer who has executed a binding agreement for ECI's Hosted PBX, excluding any Customer whose account is, or during the period in question, was not in good financial standing with ECI, or is in violation of the terms and conditions or ECI's acceptable use policy outlined in ECI's Terms of Service.

The terms of this SLA take effect immediately upon the completion of the Customer's service activation. In the month when a Customer's Hosted PBX are terminated, the Customer is not eligible to receive credits for ECI not meeting its service commitments for that month.

#### Service Fee

Basic Phone Extension Fee for a Customer is the base monthly recurring fee paid by the Customer for Hosted PBX phone extensions. The Basic Phone Extension Fee for a Customer with ECI's Hosted PBX is the base monthly recurring fee paid for the Hosted PBX Bundle. Excluded fees consist of virtual phone extensions/voicemail, add-on voice features, ring groups, auto-attendants, or usage-based charges.

#### Network Maintenance

Scheduled Network Maintenance refers to normal maintenance scheduled for the upgrade of ECI's data network, voice network, and servers used to deliver Hosted PBX to the Customer. Scheduled Maintenance may occur at any time during our maintenance window of 12:00AM-5:00AM EST. Such effects related to Scheduled Network Maintenance shall not give rise to service credits outlined in this SLA.

Urgent Network Maintenance refers to ECI's efforts to correct network conditions that are likely to cause service outages or severe network performance degradation impacting multiple customers and requires immediate action. Urgent Maintenance may degrade the quality of service including possible outages. ECI's policy is to notify the Customer with as much advance notice as possible under the circumstance prior to performing the maintenance. Such effects related to Urgent Network Maintenance shall not give rise to service credits outlined in this SLA.

### SERVICE LEVEL AGREEMENT

#### Availability Guarantee

The time attributed toward Voice Service Unavailability begins when the Trouble Ticket reporting the outage is opened by Customer with ECI and ends when the affected service is again operational. Two or more interruptions of 15-minutes or more during any one 24-hour period will be combined into one cumulative interruption.

#### Length of Interruption & Credit Per Seat Affected

- 30 minutes to 1 hour: 1/2 day credit per seat
- 1 hour 1 minute - 24 hours: 1 day credit per seat
- 24 hours, 1 minute and more: 3 days credit per seat

The Voice Service Availability guarantee is subject to the following limitations:

**No credit allowance will be made for any interruption in service:**

1. Due to noncompliance with the provisions of ECI's Terms of Service (including its payment terms)
2. Due to the failure of power at the customer premise
3. Due to the failure of customer premise equipment (CPE) or other Hardware
4. Due to the failure of equipment, systems, connections or services not provided by ECI (including service interruption by Customer's Internet Service Provider)
5. Due to circumstances or causes beyond the reasonable control of ECI
6. During any period in which ECI is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions

\* Inability to access the Web-based client portal/ the desktop or mobile app will not give rise to service credits outlined in this SLA. The amount of credit available per month is subject to a cap as described in this Agreement.

## **GENERAL**

### **Credit and Payment Procedure**

To receive credit for the Voice Services Availability Guarantee, Customer must contact ECI and open a trouble ticket at the time of trouble. ECI applies service credits to the Customer's invoice within two (2) billing cycles.

Credits are based on the Customer's Basic Phone Extension Fee and may arise from multiple service guarantees outlined in this SLA. The total combined credits applied to the Customer's Hosted PBX will not exceed the Basic Phone Extension Fees in any calendar month.

The Customer will pay its entire service bill, and shall not setoff any Service Credits it would anticipate receiving from ECI. Customer shall cooperate with ECI in any Service Claim investigations.

To receive Service Credit, Customer must be in good financial standing with ECI and must be compliant with the terms and conditions of ECI's Terms of Service. A Customer's failure to comply, including without limitation a failure to pay charges on a timely basis, will invalidate the Guarantees.

Service Credits delivered as remedies in conjunction with this SLA represent ECI’s sole responsibility and the Customer’s sole remedy related to ECI’s Hosted PBX.

**Policy Change**

ECI reserves the right to change, amend, or revise this SLA policy at any time. Changes or revisions to the SLA will be deemed effective upon posting the applicable revision on ECI’s website.

*Last Updated October 21, 2022*