

SLA (Service Level Agreement)

ACC Telecom UCaaS & SIP Service Level Agreement

This Service Level Agreement (“SLA”) is between The Harbor City Corp. dba ACC Telecom (hereinafter “ACC Telecom”) and its Customers who executed the Agreement for the purchase of certain Services. The Agreement and all its attachments are incorporated herein by this reference. Capitalized terms not defined in this SLA will have the meaning set forth in the Agreement.

This SLA, along with ACC Telecom’s normal standard Support Policies (“Support Policies”), Addendum B, describes ACC Telecom’s target network performance and service level metrics for the Services identified in this SLA. This SLA and the Service Credits constitute Customers sole and exclusive remedy in connection with any loss of Service Availability as described herein.

1. DEFINITIONS.

- a. “UCaaS” (Unified Communications as a Service) shall mean ACC Telecom Voice over IP (“VoIP”) and session initiation protocol (SIP”) services. VoIP calls made via any Call Center or Contact Center service are not covered by this SLA.
- b. “UCaaS Fees” means the MRC (Monthly Recurring Costs) fees associated with seat and SIP trunk UCaaS Services for the monthly billing period in which an interruption of service occurred. PSTN and broadband usage are excluded unless bundled by ACC Telecom with Seat or SIP trunk fees.
- c. “Affected Service” shall mean an ACC Telecom Service experiencing a service outage for which a support case has been opened.
- d. ACC Telecom Point of Demarcation (“ACC Telecom Demarc”) shall mean the physical location in the network at which ACC Telecom no longer maintains access to and control over the Service as provided by ACC Telecom. The ACC Telecom Demarc will vary by Service and is defined in detail in the Support Policies, Addendum A. ACC Telecom will not issue credits for service outages caused by issues beyond the ACC Telecom Demarc.
- e. “Service Availability” shall mean the availability of UCaaS Services for individual seat and SIP Trunking users.

2. **SERVICE COMMITMENT.** ACC Telecom will use commercially reasonable efforts to provide its Services in a high quality and reliable manner per the terms of the Agreement.

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3. SERVICE AVAILABILITY. ACC Telecom will use commercially reasonable efforts to provide 99.9% Service Availability for UCaaS and SIP Services on a calendar-month basis. Secondary Services or capabilities, including but not limited to, voicemail, transcription services, T.38 and fax over IP (FoIP), online portal services and APIs, MPLS, SD-WAN, IVR, and Contact Center services are not included in the Service Availability guarantee.

- a. Exclusions. Loss of Service Availability caused by (i) issues beyond ACC Telecom’s reasonable control, including but not limited to, denial-of-service or similar attacks, malicious or fraudulent activity, DNS resolution, Bandwidth issues, Internet availability, Service Provider portion of the network, PSTN or IP transit provider issues, or any Force Majeure event; (ii) any loss of Services related to periods of time where equipment is being replaced or repaired; (iii) any issues related to the Services due to number porting, whether inbound or outbound; (iv) scheduled or emergency maintenance; (iv) issues caused by system administration, settings, commands, lack of access to web portal, or other changes performed by the Customer; (v) support cases associated with new installations or with a ‘no trouble found’ resolution; or (vi) any other act or omission on the part of the Customer, or any third party over which ACC Telecom does not have control.

4. SERVICE AVAILABILITY CALCULATIONS. If Service Availability for your account for any monthly billing cycle falls below the level set forth in this SLA, ACC Telecom will issue a credit (“Service Credit”). The credits will be verified for validity and will be subject to other conditions herein.

- a. Qualifications. In order to be eligible for a Service Credit, Customer i) must open a support case and/or send an email to support@acctelecom.com to report the service outage; ii) must be in good standing or resolve any past-due balance; and iii) must email accounting@acctelecom.com within thirty (30) days of the support case being marked as closed to request a credit. The email should read “Request for SLA Credit” in the subject line, a short explanation of the credit due, and the corresponding support case number or original email sent to an ACC Support Representative. Awards or denials of credits under this SLA by ACC Telecom will be final and binding. Service Credits are issued at ACC Telecom’s sole discretion.
- b. Service Availability Calculations. To calculate Service Availability, ACC Telecom uses its reasonable efforts and industry best practices to monitor, track, and report on Service Availability. We will compare our analysis and findings with Service Provider reports to determine the actual Service Availability calculations. Any loss of Service Availability less than five (5) minutes in duration will not be included in the calculation of Service Availability.

5. SERVICE AVAILABILITY CREDITS.

- a. Service Credits. Subject to the valid submission of a Service Credit request and other conditions herein, if Service Availability for your account is below the stated Service

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Availability in this SLA in any calendar month, ACC Telecom will issue a credit in accordance with the schedule below:

| Service Availability | Service Credit as a percentage of monthly fee for Affected Service |
|----------------------|---|
| 99.0% to 99.8% | 1% of UCaaS or SIP fees credited |
| 95.0% to 98.99% | 5% of UCaaS or SIP fees credited |
| 91.0% to 94.99% | 10% of UCaaS or SIP fees credited |
| 90.99% or below | 25% of UCaaS or SIP fees credited (subject to maximum credit allowance below) |

b. Maximum Credit. The maximum credit in any calendar month to Service Provider may not exceed twenty five percent (25%) of the monthly fees charged for use of the Affected Service during the month for which Service Credits are to be issued.

c. Customer Right to Cancel. If ACC Telecom misses the target Service Availability due to separate events either three times in a three-month period or four times in a six-month period, Customer has the right to terminate the Agreement within the 60-day period following the related incident by providing ACC Telecom with written notice before the end of such 60-day notice period. Upon any such termination of this Agreement, Customer will be subject to the standard survival conditions set forth in the Agreement, and responsible for payment of Services, including any Minimum Commitment, through the later of a) the termination date as set forth in your notice pursuant to this clause or b) the removal of all Services from ACC Telecom’s Platform.

6. **MAINTENANCE.** In order to maintain the performance and security of the Services, ACC Telecom may be required to perform scheduled or emergency maintenance, which may require specific Services to be suspended during the maintenance period. Loss of Service Availability due to scheduled or emergency maintenance will not be included in the calculation of Service Availability. ACC Telecom will use commercially reasonable efforts to notify the Customer in advance of any maintenance that may adversely affect your use of the Services.

ACC Telecom reserves the right to modify or amend this SLA from time to time and without notice.

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Addendum A: Support Policies (Demarcation)

SUPPORT POLICIES- SERVICE LEVEL AGREEMENT CONT.

First and foremost, it is our policy to deliver on our promise of excellent quality of service, and world-class technical support and customer care. Customers have come to expect great quality from ACC Telecom, and we are committed to meeting and exceeding expectations in this regard. Just as important, we focus on helping our customers to understand how best to achieve reliable, high quality hosted VoIP and SIP trunking services.

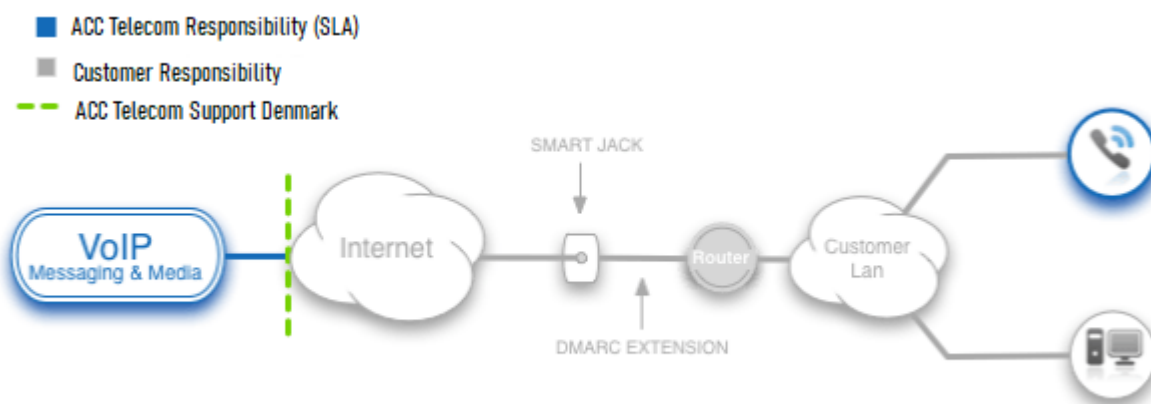
Below we illustrate our policies on supporting customers that "bring their own broadband", or manage their own LANs and WANs. We always work with our customers to identify issues and resolve them quickly, but it is important to clearly state the areas where ACC Telecom is responsible for service delivery.

ACC Telecom VoIP, SIP Trunking, & Seat "Hosted PBX" Support

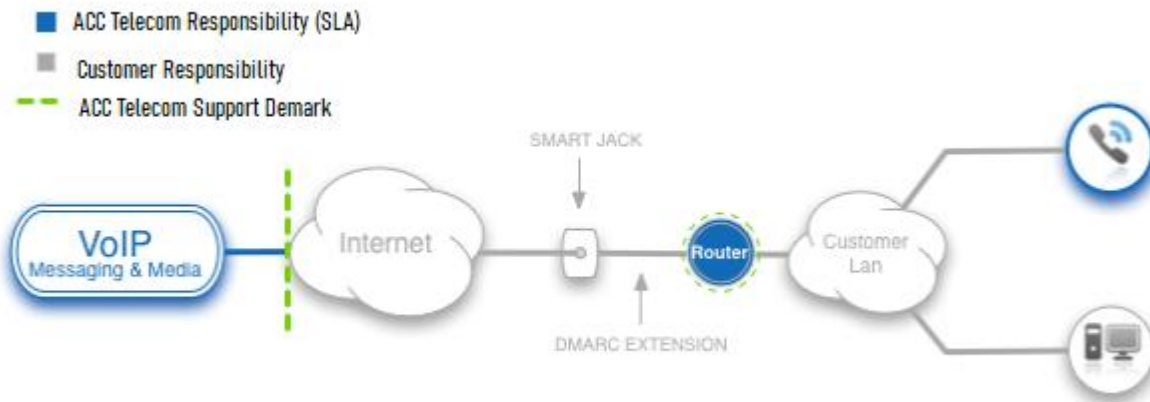
If the end user Customer purchases VoIP, SIP Trunking, VoIP Phones, and/or Seat "Hosted PBX" from ACC Telecom and the end user Customer provides:

- * Internet Service
- * Router

ACC Telecom demarcation is good messaging and Media from our SIP & Hosted Platform. ACC Telecom is also responsible for the functionality of the IP Phones (assuming purchased or rented, and configured through ACC Telecom).



If Customer rents the Quality of Service (QoS) Router device, ACC Telecom is responsible for the functionality of the QoS device. If ACC Telecom sold the Customer the QoS device, and the Customer pays ACC Telecom to monitor and report on that device, then ACC Telecom is responsible for the functionality of the QoS device.



Addendum B: Support Policies (Remote & On-site Support)

SUPPORT POLICIES- SERVICE LEVEL AGREEMENT CONT.

ACC TELECOM SHALL PROVIDE REMOTE SERVICE OR DISPATCH A TECHNICIAN ON-SITE WITHIN 48 HOURS OF THE CUSTOMER'S REQUEST, MONDAY THROUGH FRIDAY, 8:00 A.M. TO 5:00 P.M, TO MAKE ALL REPAIRS/REPLACEMENTS TO KEEP THE SOFTWARE, HARDWARE/EQUIPMENT, PHONE SERVICE (TRUNKS), AND THE LIKE IN GOOD OPERATING CONDITION.

IN THE EVENT OF A MAJOR SYSTEM FAILURE NOT CAUSED BY LOSS OF ELECTRICAL POWER, ACC WILL PROVIDE REMOTE SUPPORT OR DISPATCH A TECHNICIAN WITHIN FOUR (4) TO EIGHT (8) HOURS; A MAJOR SYSTEM FAILURE SHALL BE DEFINED AS A FAILURE OF AT LEAST 50% OF STATIONS OR LINES.

EMERGENCY SERVICE IS AVAILABLE 24 HOURS A DAY, 7 DAYS A WEEK, AND IF DURING NORMAL BUSINESS HOURS A MAJOR SYSTEM FAILURE OCCURS, THEN STANDARD SERVICES RATES WILL APPLY. HOWEVER, IF AFTER- HOURS ON-SITE OR REMOTE SERVICE IS NEEDED, THEN OVERTIME SERVICE RATES WILL APPLY.

THIS AGREEMENT DOES NOT COVER PARTS REPLACEMENT AND/OR REFURBISHMENT IN THE EVENT OF HARDWARE FAILURE DUE TO MECHANICAL DEFECTS AND NORMAL WEAR AND TEAR.

THIS AGREEMENT DOES NOT COVER MOVES, ADDITIONS, PROGRAMMING CHANGES, EQUIPMENT, WORK PERFORMED ON THE SYSTEM BY OTHER THAN ACC TELECOM OR ITS SUBSIDIARIES, DAMAGE CAUSED BY AN ACT OF GOD (I.E. FLOODS, STORMS AND LIGHTNING), MISUSE OR ABUSE, AND DISPOSABLE ITEMS SUCH AS BATTERIES, HEADSETS, AND CORDLESS PHONES.

ACC TELECOM SHALL NOT BE DEEMED TO HAVE BREACHED THIS MAINTENANCE AGREEMENT WHERE THEIR FAILURE TO RENDER SERVICES IS PREVENTED BY LABOR PROBLEMS, CIVIL DISTURBANCE, MANUFACTURERS INABILITY TO SUPPLY PARTS, CUSTOMER RELOCATING OUT OF ACC TELECOM'S ON-SITE SERVICE TERRITORY OR OTHER CAUSES BEYOND ACC'S CONTROL.

ACC TELECOM MAY PROVIDE LOANER EQUIPMENT IN THE EVENT THAT THE CUSTOMER'S EQUIPMENT MUST BE REMOVED FROM THEIR SITE AND SENT TO THE MANUFACTURER FOR REPAIR.

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SERVICE GUARANTEE

WE, ACC TELECOM, AGREE TO PERFORM THE NAMED SERVICE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT. ALL LABOR AND MATERIALS WILL BE FURNISHED TO PROVIDE THE MOST EFFICIENT SERVICE IN COMPLIANCE WITH FEDERAL, STATE & LOCAL REGULATIONS.

HIERARCHY OF SUPPORT REQUEST

TABLE 1.1 DISPLAYS THE HIERARCHY OF SERVICE REQUESTS AND RESPONSIBILITIES OF ACC TELECOM SUPPORT STAFF.

RESPONSE AND RESOLUTION TIMES

TABLE 1.1 SHOWS THE TARGETS OF ON-SITE AND REMOTE RESPONSE TIMES FOR EACH PRIORITY LEVEL, RESPONSIBLE PARTIES, AND METHOD OF SUPPORT COMMUNICATION. RESPONSE AND RESOLUTION TIMES ARE ALWAYS BEST EFFORT.

| | | ACC TELECOM SUPPORT | | |
|--|--|--|--|---|
| TROUBLE | PRIORITY LEVEL | METHOD OF COMMUNICATION | ON-SITE RESPONSE TIME NORMAL BUSINESS HRS | REMOTE RESPONSE TIME NORMAL BUSINESS HRS |
| SIGNIFICANT DEGRADATION OF SERVICE (50% OF USERS AND FUNCTIONS UNAVAILABLE; NOT RELATED TO A POWER OUTAGE) | PRIORITY LEVEL 1 TIER 3 SUPPORT | <u>NORMAL BUSINESS HRS:</u> CALL OR TEXT: 410-423-6500 OPEN TICKET/SCHEDULE SERVICE/GENERAL SUPPORT QUESTIONS: <u>SUPPORT@ACCTELECOM.COM</u> WEBSITE: <u>LIVE CHAT REQUEST</u> <u>SUPPORT REQUEST FORM</u> | WITHIN 4-8 HOURS | WITHIN 15 MINUTES - 4 HOURS |
| LIMITED DEGRADATION OF SERVICE/SERVICE IMPACTING (LIMITED NUMBER OF USERS OR FUNCTIONS AFFECTED, BUSINESS PROCESS CAN CONTINUE) | PRIORITY LEVEL 2 TIER 2 SUPPORT | | WITHIN 24 HOURS | WITHIN 8 HOURS |
| SMALL SERVICE DEGRADATION & MOVES, ADDS, CHANGES (BUSINESS PROCESS CAN CONTINUE, ONE USER AFFECTED) | PRIORITY LEVEL 3 TIER 1 SUPPORT | <u>AFTER HOURS REQUEST:</u> DIAL 410-423-6500 --LEAVE MESSAGE IN OUR EMERGENCY SERVICE MAILBOX TO AUTOMATICALLY ALERT ON-CALL TECHNICAL STAFF AFTER HOURS EMAIL: <u>ONCALL@ACCTELECOM.COM</u> | WITHIN 72 HOURS | WITHIN 48 HOURS |

TABLE 1.1 [ABOVE]

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