



SERVICE LEVEL AGREEMENT

Secure Cloud Video will use commercially reasonable efforts to avoid and remedy situations in which Customer is unable to receive inbound calls by means of Secure Cloud Video. This Service Level Agreement (“SLA”) describes the remedies available to Customer in the event Secure Cloud Video falls below the service levels provided herein.

1. Service Availability: The Customer acknowledges that Secure Cloud Video may schedule a maintenance period, as defined below. Secure Cloud Video may occasionally have to interrupt services outside of this time period, including for purposes of upgrades and maintenance to our Network, in which case Secure Cloud Video shall endeavor to provide notice to Customer of the scheduled downtime via Customer's email address provided. The Service Levels provided under this SLA do not include services provided with respect to the following: any problems caused by modifications by Customer to Video Service not made or authorized by Secure Cloud Video. Notwithstanding anything contained herein to the contrary, the parties agree on the following definitions, terms and conditions:

- [i] “Permitted Downtime” means any time during a calendar month in which Customer is not able to record video for the following reasons: [A] a scheduled daily maintenance period that occurs between the hours of 12:01 am to 6:00 a.m. Central Standard Time; [B] any maintenance outside the daily scheduled maintenance for which Secure Cloud Video shall make all efforts to provide notice to Customer at least 24 hours in advance via email. [C] an emergency maintenance period in which Secure Cloud Video is required to provide maintenance as a result of conditions beyond Secure Cloud Video's control, including, without limitation, a Force Majeure Event.
- [ii] “Downtime” means any time during a calendar month in which Customer is not able to record video for thirty (30) continuous minutes or longer due to the Video Service for any reason other than a Permitted Downtime.
- [iii] “Force Majeure Events” means any event or condition that directly or indirectly prevents Secure Cloud Video from performing the Services hereunder, is beyond the reasonable control of Secure Cloud Video, and could not, by the exercise of due diligence, have been avoided in whole or in part by Secure Cloud Video, and shall include: any act of God, natural disaster, earthquake, war, riot, civil war, blockade, insurrection, cyber-attack (hacking and DDOS), acts of public enemies, civil disturbances or general restraint or arrest of government and people, boycott, strike (including a general strike), service interruption by a telecommunications services provider, or connectivity delays with internet providers outside of Secure Cloud Video's reasonable control.
- [iv] “Total Scheduled Availability” means 7 days a week, 24 hours a day in a calendar month, in minutes.
- [v] “Actual Uptime” means Total Scheduled Availability minus Downtime, in minutes.
- [vi] “Actual Uptime Percentage” means the Actual Uptime divided by the Total Scheduled Availability multiplied by 100 [Actual Uptime/Total Scheduled Availability X 100].

2. Service Availability Credits: If during Customer's Service Term, the Actual Uptime Percentage during any



calendar month is lower than 99.99%, and Customer requests a credit in writing within ten (10) calendar days of the Downtime, Secure Cloud Video will give Customer a credit with respect to the Service fees paid by Customer for that month for the Services that were affected by the Downtime by a percentage equal to the applicable service credit percentage set forth below. Such credit will be applied to Customer's next monthly invoice.

Actual Uptime Percentage	Service Credit Percentage
99.50% to 99.98% [inclusive]	5% credit
99.00% to 99.49% [inclusive]	10% credit
< 99.00%	15% credit

3. Termination for Repeated Downtime: Notwithstanding, if the Actual Uptime Percentage is less than 99.00% in any two (2) consecutive calendar months or three (3) times in any consecutive six (6) month calendar period (each a "Triggering Event") Customer shall have thirty (30) days from the last day of the month in which the Triggering Event occurred to terminate the Services for cause by providing thirty (30) days written notice of termination to Secure Cloud Video. Upon receipt of a proper notice of termination, Secure Cloud Video shall provide, upon Customer's request, with up to thirty (30) days of continued Services ("Transition Services") during which time Customer shall coordinate the transition of the Services to a new provider.