



AuDeo Systems SERVICE LEVELS AGREEMENT For Virtual Meetings

This Service Level Agreement ("SLA") sets forth the service levels and credit policy for the AuDeo Systems' Virtual Meeting Service. The terms and conditions of this SLA are part of the AuDeo Systems Master Services Agreement.

"Endpoint" is defined as a videoconferencing codec which can be in the form of a hardware appliance or software based codec which is used as an end user termination device for the purpose of video communications. A multipoint control unit ("MCU"), gateway gatekeeper or management terminal are not considered Endpoints.

"Subscriber" means a Customer who has ordered a subscription to the AuDeo Virtual Meetings Service.

Customer Premises Network and Equipment: AuDeo does not provide any guarantee of availability or performance of any network that exists beyond the Ethernet port side of the AuDeo managed equipment installed at the AuDeo datacenter.

Customer Furnished Network and Equipment: A customer that provides its own Local Area Network (LAN), Local Loop, Wide Area Network (WAN) or any other network assumes full responsibility for those networks. Any equipment, such as cabling, repeaters, network hubs, Endpoints and switches, routers, servers, or any other network device which is furnished by the Customer (the "Customer Furnished Equipment"), is the sole responsibility of the Customer to maintain and repair. The Customer acknowledges that (1) it shall retain sole and exclusive responsibility for the management and support of all such Customer Furnished Equipment and (2) if AuDeo's troubleshooting of a problem with the Customer Furnished Equipment reveals that the AuDeo Virtual Meetings Service is functioning properly, AuDeo shall charge Customer at a customary time and materials rates for any further troubleshooting that is required to rectify any problem affecting service (including any customary travel-related expenses in connection with site visits by AuDeo personnel). Service failure, network outages or impedances attributed to Customer Furnished Equipment, circuits or services are not covered by this SLA.

Internet-Based Services: AuDeo makes no guarantee of reliability, security or performance of any services or information that traverse the public Internet. This SLA does not provide any level of service guarantee for service outages or performance when the information or services being used rely on the public Internet for transport.

Multipoint Conference Services: AuDeo provides multipoint calling capability as part of the Virtual Meetings Service. AuDeo shall use commercially reasonable efforts to provide performance of the Multipoint Conferencing Units at the video and audio quality standards currently supported by AuDeo. AuDeo makes no guarantee of service or video and audio quality for any videoconference call that involves a connection to the PSTN.

Miscellaneous Services: Other services provided to subscribed and non-subscribed Customers are provided for use by Customer. AuDeo will use commercially reasonable efforts to deliver those services, excluding any scheduled outages communicated by AuDeo (via email or otherwise).

Equipment:

Customer Premises Equipment: Any equipment provided to the Customer location by AuDeo is fully supported by AuDeo for use by the Customer in connection with the AuDeo Virtual Meetings Services. The list of devices included in this description includes, but is not limited to: cameras, speakerphones, Polycom Communicators, routers, network switches, servers, software, and network or application appliances. In the event a failure occurs with any Customer premises Equipment ("CPE") provided by AuDeo, the AuDeo Support desk will provide resolution by either, at its sole option, remotely servicing the device or by physically repairing or replacing the device. If the resolution requires the device to be physically repaired or replaced, AuDeo will ship a replacement device to the Customer location to arrive no later than 12:00 noon the next business day. Customer shall replace and return the defective device to AuDeo. Any equipment failure that does not affect the availability of the Service for use by Customer is not a failure under this SLA. AuDeo shall not be responsible for any damage to a Customer's internal network that results from an intrusion into that network, irrespective of the degree, if any, to which any Customer Premises Equipment is the vehicle for such intrusion. See the Master Services Agreement for additional provisions regarding Customer Premises Equipment.

Resources:

AuDeo may provide, at its own discretion, other information and resources relating to the AuDeo Virtual Meetings Service. Such information and resources are provided solely for informational purposes.

Support Services:

AuDeo support Services consist of technical and non technical related support. The Customer Support Desk is supported with live answered audio and video calls during the hours of operation Monday to Friday, 9am to 5pm.

AuDeo Subscription Service Credit Policy:

AuDeo shall provide a credit against future charges if it fails to meet any service level described herein, when such failure results in the following:

1. A Customer subscribed and registered videoconferencing system is unable to place a call to another AuDeo subscribed and registered videoconferencing system; or



2. A Customer subscribed and registered videoconferencing system is unable to place a call to an AuDeo provided service, such as a Multipoint Conferencing Unit; and
3. The Customer reports the problem at the time experienced to the AuDeo Support Desk and the problem experienced is confirmed by the AuDeo Support Desk by either testing or call detail records ("CDR") collected by AuDeo; and
4. The problem persists for a period longer than 1 minute. Customer shall not receive any credits under this SLA in connection with any failure or deficiency caused by or associated with:
 1. Circumstances beyond AuDeo's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the AuDeo Virtual Meetings Service;
 2. Scheduled maintenance, emergency maintenance or upgrades;
 3. False SLA breaches reported; or
 4. Customer's acts or omissions (or acts or omissions of others engaged or authorised by Customer), including without limitation: Customer's negligence or willful misconduct; Customer's improper or incorrect use of Customer Premises Equipment or services or network outages or service problems associated with any Customer owned, provided or furnished equipment and services; and use of the AuDeo Virtual Meetings Services in breach of AuDeo's Master Services Agreement or Acceptable Use Policy. A credit will be provided as a percentage of the AuDeo Subscription charge for the calendar month in which the problem was experienced Calculated as a percentage of a month's subscription:

50% of the Subscription charge for the applicable Circuit for the calendar month in which the problem was experienced.

Notwithstanding anything in this SLA to the contrary, the total amount credited to a Customer in connection with this SLA in one (1) calendar month will not exceed the AuDeo Subscription amount for one (1) calendar month for the particular Customer location experiencing the problem plus 20%. Credits are exclusive of any applicable taxes charged to Customer or paid by AuDeo. Credit may only be applied against fees owed to AuDeo. The Customer must make a request for a credit within seven days of a problem occurring and must be confirmed by AuDeo's measurements

Requests for a credit shall be made to the AuDeo Support Desk