

SIGNALWIRE CLOUD SERVICE LEVEL AGREEMENT

Introduction

This SignalWire Cloud Service Level Agreement (“**SLA**”) applies separately to each account using the SignalWire Cloud. This SLA is subject to the terms and conditions of the SignalWire Cloud Agreement (“**Agreement**”). Capitalized terms used herein but not otherwise defined will have the meanings specified in the Agreement. SignalWire reserves the right to change the terms of this SLA in accordance with the Agreement.

1. DEFINITIONS. Certain capitalized terms used herein are set forth below.

“**Monthly Uptime Percentage**” is calculated by subtracting from 100% the percentage of continuous five (5) minute periods during the calendar month in which the SignalWire Cloud was in a state of Unavailable Time.

“**Unavailable Time**” means the SignalWire Cloud is not available for use according to performance and monitoring services offered by SignalWire at its sole discretion (the “**Monitoring Service**”). The Monitoring Service reports if the SignalWire Cloud APIs are available or not available at <https://status.signalwire.com>, provided, however, that service issues or outages relating to any Exclusions (as defined in Section 3) shall not be deemed Unavailable Time.

“**Service Credit**” is a dollar credit, as calculated in Section 2.2, that SignalWire may credit back to an eligible account.

2. AVAILABILITY COMMITMENT AND SERVICE CREDITS.

2.1 We will use commercially reasonable efforts to make the SignalWire Cloud available with a Monthly Uptime Percentage of at least 99.95% during any calendar month (the “**Availability Commitment**”). In the event we do not meet the Availability Commitment, you are eligible to receive a Service Credit, subject to the Exclusions specified in Section 3.

2.2 Service Credits are calculated as a percentage of the total charges paid by you, prorated for the calendar month in which the Unavailable Time occurred. If the Monitoring Service confirms that the Monthly Uptime Percentage was below 99.95% for the calendar month, you are eligible for a Service Credit of 10% of the pro-rated fees for such month. We will apply any Service Credits only against future payments for the SignalWire Cloud otherwise due from you. Service Credits will not entitle you to any refund or other payment from SignalWire. Service Credits may not be transferred or applied to any other you account other than the you account specified in the Order Form. Unless otherwise expressly provided in the Agreement or this SLA, your sole and exclusive remedy for any unavailability, non-performance, defects, or other failure by us to provide the SignalWire Cloud is a receipt of a Service Credit (if eligible) in accordance with this SLA.

2.3 To receive a Service Credit, you must submit a ticket (available at customerservice@signalwire.com within thirty (30) days after the final day of the calendar month in which the Unavailable Time occurred. The ticket must include: (a) “SLA Claim” as the subject of the ticket; (b) the dates and times of the Unavailable Time for which you are requesting a Service Credit; and (c) any applicable information that documents the claimed outage. If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Availability Commitment, then we will issue the Service Credit to you within one calendar month following the month in which the request is confirmed. Your failure to provide the request and other information as required in this Section 2 will disqualify you from receiving a Service Credit.

3. EXCLUSIONS.

3.1 Notwithstanding anything to the contrary, the Availability Commitment does not apply to any Unavailable Time or inaccessibility, suspension or termination of the SignalWire Cloud, or any other SignalWire Cloud performance issues (collectively, the “**Exclusions**”) that: (a) are caused by factors outside of our reasonable control, including, without limitation, any force majeure event, carrier related problems or issues, or Internet access or related problems beyond the demarcation point of SignalWire or our direct hosting subcontractors (i.e., beyond the point in the network where we maintain access and control over the SignalWire Services); (b) result from any actions or inactions of you or any third party (other than our direct hosting subcontractor); (c) result from any applications, equipment, software or other technology provided by you or any third party (other than third-party equipment within our direct control); (d) arise from our suspension and termination of your right to use the SignalWire Services in accordance with the Agreement; (e) scheduled maintenance; or (f) problems or issues related to alpha, beta or not otherwise generally available SignalWire Cloud features or products.

3.2 Unavailable Time will not be accounted for SignalWire Services which are down and not used by you. For example, if you are using only the Voice service, and the SMS service is down, this is not counted as Unavailable Time for you.

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