



Crexendo VIP Platform 100% Uptime Guarantee, Service Level Agreement, and Customer Lifetime Warranty

Crexendo will use commercially reasonable efforts to avoid and remedy situations in which the Customer cannot receive inbound or make outbound calls through the Crexendo VIP Service (the “Service”). Crexendo will also provide the 100% Uptime Guarantee for core communications services on the VIP Platform. Finally, Crexendo will also offer the Customer Lifetime Warranty for Crexendo Provided devices. This Service Level Agreement (“SLA”) describes the remedies available to the Customer in the event Crexendo’s Telephony Service application falls below the service levels provided herein, or there are deficiencies under any of the above programs. It also describes the terms of the Crexendo Device Customer Lifetime Warranty.

1. Phone Service Availability

The Customer acknowledges that Crexendo may schedule a system maintenance period, as defined below. Crexendo may occasionally have to interrupt services outside of this time period, including for purposes of upgrades and maintenance to the Phone Service application and the Crexendo’s data center, in which case Crexendo shall endeavor to provide notice to Customer of the scheduled Downtime via System Status - Crexendo. The Service Levels provided under this SLA do not include services provided with respect to the following matters: (i) any problems caused by modifications by Customer to Phone Service not made or authorized by Crexendo; or (ii) any problems resulting from the Customer combining or merging the Phone Service with any hardware or software not supplied by Crexendo, or not identified by Crexendo as compatible with the Phone Service. (iii) any problems caused by the Customer’s Internet Service Provider, local area network, wide area network, or internet transmission issues (iv) Customer using the system in a nonconforming manner. 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 the Customer is not able to receive inbound calls for the following reasons:
 - (a) a scheduled maintenance period that occurs between the hours of 12:00 am to 4:00 am Eastern Time;
 - (b) any maintenance outside the daily scheduled maintenance for which Crexendo shall endeavor to provide notice to Customer at least 24 hours in advance via System Status – Crexendo;
 - (c) an emergency maintenance period in which Crexendo is required to provide maintenance as a result of conditions beyond Crexendo’s control, including, without limitation, a Force Majeure Event (as hereinafter defined) or otherwise, which maintenance is required to be performed on an emergency basis to maintain Total Scheduled Availability;

- (d) software or hardware not provided, controlled, or authorized by Crexendo;
 - (e) Force Majeure Events;
 - (f) negligent or willful acts of Customer or its users; and
 - (g) Customer's failure to implement commercially reasonable changes in equipment or software recommended by Crexendo as essential to maintain service levels.
- (ii) "Downtime" means any time during a calendar month in which the Customer is not able to receive inbound or make outbound calls for five (5) continuous minutes or longer due to the Phone Service for any reason other than a Permitted Downtime.
- (iii) "Force Majeure Events" means any event or condition that directly or indirectly prevents Crexendo from performing the Services hereunder is beyond the reasonable control of Crexendo and could not, by the exercise of due diligence, have been avoided in whole or in part by Crexendo, and shall include, subject to the foregoing and without limitation: 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 Crexendo'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

In accordance with the 100% Uptime Guarantee, if during Customer's Service Term, the Actual Uptime Percentage during any calendar month is 99.999% or lower, and Customer requests a credit in writing within ten (10) calendar days of the Downtime, Crexendo 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 the Customer's next monthly invoice.

Actual Uptime Percentage	Service Credit Percentage
99.98% to 99.999% (inclusive)	5%
99.50% to 99.98% (inclusive)	10%
99.00% to 99.49% (inclusive)	15%
<99%	20%

3. The Crexendo Customer Lifetime Warranty

This warranty extends only to Crexendo desk phones purchased or rented as a Service from Crexendo. The warranty is only valid during the time you remain a customer in good standing with all invoices timely paid and are identified in the Crexendo devices section of the Crexendo service configuration document associated with the contracted services on the VIP Platform. This warranty applies after all associated manufacturer warranties on the phone have expired. If there are defects as outlined, Crexendo will at its option repair or replace that device at no cost to the Customer, exclusive of shipping costs. The Lifetime Warranty will be deemed invalid if the device has not been actively registered on the Crexendo platform and associated with a user profile on the customer account where the device was initially registered. This warranty does not cover malfunction caused by misuse, abuse, or improper maintenance, failure to follow operating instructions or use of the equipment in ways which it is not intended to be used. It does not cover cosmetic or incidental damages. Also, the warranty will not apply to damage caused by unauthorized alteration, modification, or repair of the product. Crexendo does not warrant any third-party products not purchased directly from Crexendo. This warranty will be void if the Customer defaults under the payment terms or their Crexendo Service agreement or has left the Crexendo service and is no longer a VIP Platform customer. The Customer Lifetime Warranty is not transferrable and is governed by any applicable state and local law.