



## **Service Level Agreement**

Zimmerman Communications, Inc. (“Zimcom”), an Ohio corporation is committed to providing its customers with superior service and support. This Service Level Agreement (“SLA”) defines the terms of our responsibility (“Service Responsibilities”) with respect to the Services that we provide, and any potential remedies you may be entitled to in the event we fail to meet those Service Responsibilities. This SLA and the refunds set forth herein (the “Service Credits”) represent Zimcom’s sole obligation and your sole remedy for our failure to meet such “Service Responsibilities”.

### **Network Availability**

Zimcom’s goal is to achieve 100% network availability for all customers. Our published Service Level Agreement will guarantee network availability to 99.9% as measured by Zimcom over the number of days in the month, excluding normal Zimcom scheduled maintenance windows, customer requested maintenance, and circumstances beyond Zimcom’s reasonable control. Zimcom shall not be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its 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 delay in the 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 services.

### **Infrastructure Availability**

Zimcom guarantees that the critical infrastructure systems will be available 100% of the time in a given month, excluding scheduled maintenance. Critical infrastructure systems include all power and HVAC infrastructure, including UPS, PDU and cabling. Critical infrastructure systems do not include any software or services running on a server, nor do they include any server hardware. Zimcom proactively monitors infrastructure availability. The results of these monitoring systems shall provide the sole and exclusive determination of infrastructure availability.

### **Backups**

You understand that you are solely responsible for ensuring that all data residing on any server managed through Zimcom is backed up. Zimcom assumes no responsibility for such data, any loss thereof or inability to access any such data. In no event shall Zimcom be liable for damages resulting from loss of data, profits or for any incidental or consequential damages, even if advised of the possibility of such damage.

### **Service Credits**

In the event that we fail to meet a guarantee stated above (excluding scheduled maintenance), Zimcom shall offer the following abatement to eligible customers:

- 20% refund of your monthly service fees for each contiguous hour of downtime (up to 100%) for all service interruptions in a month on the Services affected which result in network availability below the guaranteed rate of 99.9%.
- 20% refund of your monthly service fees for each contiguous hour of downtime (up to 100%) for all service interruptions in a month on the Services affected which result in infrastructure availability below the guaranteed rate of 100.0%.

### **Credit Requests**

In order to qualify for Service Credits, you must be current on all payment obligations, and not be in violation of the Terms of Service, Acceptable Use Policy or any other policies and procedures of Zimcom.

No Service Credits will be given for service interruptions: (i) caused by the action or failure to act by you or your personnel, (ii) due to failure of any equipment or software provided by you, (iii) which are the result of scheduled maintenance, (iv) due to a force majeure event, (v) for which you are entitled to a Service Credit for the same or contemporaneous Service Commitment failure or (vi) resulting from your breach of the Terms of Service, Acceptable Use Policy or any other policies and procedures of Zimcom.

All claims under this policy must be submitted as follows:

- Requests must be made in writing via standard mail or e-mail (mysupport@zimcom.net) within 5 business days after the network outage event
- Include applicable server and/or circuit identification code
- Organization and name(s)
- Date and approximate beginning/end time of outage

All claims submitted shall be acknowledged by Zimcom within five (5) business days. If the unavailability is confirmed by Zimcom, all applicable credits will be applied within two billing cycles after Zimcom's receipt of the claim. Notwithstanding anything to the contrary herein, the total amount credited to customer in a particular month under this SLA shall not exceed any applicable fees paid in connection with the Services for such month. All Service Credits will be issued as credits against future invoices for services. Credits are exclusive of any applicable taxes charged to the customer or collected by Zimcom and are customer's sole and exclusive remedy for failure to meet the Service Responsibilities. Zimcom reserves the right to modify any aspect of this SLA with or without prior notification to customers.