



## **Service Level Agreement (SLA) for Unified Communications as a Service (UCSaaS)**

### **1. Service Overview:**

This Service Level Agreement (SLA) governs the provision of Unified Communications as a Service (UCSaaS) by Flying Hound Holdings LLC. DBA Action DataTel, hereafter referred to as the "Service Provider," to Services Provider's Client, hereafter referred to as the "Client."

### **2. Service Availability:**

2.1 The Service Provider agrees to use best efforts in coordination with Service Provider's Hosting Company to maintain a minimum service availability of 99.9% uptime, calculated on a monthly basis, excluding scheduled maintenance windows.

2.2 Scheduled maintenance windows will be communicated to the Client at least 48 hours in advance, and every effort will be made to schedule maintenance during off-peak hours.

2.3 Service Availability is defined as the ability of the Client to access and utilize the UCSaaS platform, including but not limited to voice, video, messaging, and collaboration features.

### **3. Performance Metrics:**

3.1 The Service Provider agrees to monitor and maintain acceptable performance levels for all UCSaaS features, including call quality, video conferencing stability, message delivery, and file sharing.

3.2 Performance metrics will be regularly monitored and reported to the Client, with any deviations from agreed-upon levels addressed promptly by the Service Provider.

### **4. Data Security and Privacy:**

4.1 The Service Provider agrees to implement industry-standard security measures to protect Client data, including encryption of data in transit and at rest, access controls, and regular security audits.

4.2 The Service Provider will comply with all applicable data protection laws and regulations, including but not limited to the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA).

### **5. Support and Maintenance:**

5.1 The Service Provider will provide 8x5 technical support to address any service interruptions, performance issues, or user inquiries related to the UCSaaS platform. Emergencies will be addressed by the Service Provider's Data Center Hosting Company 24x7.

5.2 Technical support will be available via email, phone, or online chat, with response times guaranteed within 24 hours for critical issues and 96 hours for non-critical issues.

### **6. Service Credits:**



6.1 In the event that the Service Provider fails to meet the agreed-upon service availability target of 99.9%, the Client will be eligible for service credits as follows:

- 99.0% to 99.9% uptime: 5% of monthly service fee credited
- 95.0% to 98.9% uptime: 10% of monthly service fee credited
- Less than 95.0% uptime: 15% of monthly service fee credited

6.2 Service credits will be applied to the Client's account within 30 business days of the end of the affected month.

## **7. Limitations of Liability:**

**7.1 The Service Provider shall not be liable for any damages, losses, or expenses incurred by the Client as a result of service interruptions, performance degradation, or data breaches beyond the Service Provider's reasonable control.**

7.2 The Service Provider's total liability under this SLA shall not exceed the total amount paid by the Client for UCSaaS services during the two months preceding the event giving rise to the claim.

## **8. Amendments and Termination:**

8.1 This SLA may be amended without notice to the client. It is the Client's responsibility to regularly check this post for changes.

8.2 Either party may terminate this SLA upon 60 days written notice if the other party is in material breach of its obligations under this agreement and fails to remedy such breach within the specified notice period.

## **9. Governing Law:**

9.1 This SLA shall be governed by and construed in accordance with the laws of Oregon, without regard to its conflict of law principles.

## **10. Disclaimers:**

10.1 The Service Provider makes no warranties, express or implied, regarding the UCSaaS platform, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

10.2 The Client acknowledges that the use of UCSaaS involves certain inherent risks, including but not limited to the potential for service interruptions, data loss, or unauthorized access to data, and agrees to hold the Service Provider harmless for any such risks.