This Service Level Agreement ("SLA") applies to WIN's Talkdesk CCaaS product only (the "Service"). This SLA is effective as of the first day of the first whole calendar month after the initial installation of the Service and is hereby incorporated into the Customer's written contract with WIN (the "Agreement"). WIN reserves the right to modify the terms and conditions of this SLA and/or any documents incorporated by reference from time to time without notice to Customer.

1. Effectiveness.

1(a). In the event of a conflict between the terms of this SLA and the terms of the Agreement, the terms of this SLA shall govern.

1(b). This SLA is effective during the Term (as defined in the Agreement).

1(c). This SLA is contingent upon Customer configuring and using the Service pursuant to the business continuity configuration recommendations listed at: https://support.talkdesk.com/hc/en-us/articles/13491706463131–Continuity-Settings-Setting-up-Continuity-Settings and https://studio.talkdesk.com/docs/configuring-routing-settings.

2. Minimum Service Level Commitment.

Talkdesk shall use commercially reasonable efforts to make the Talkdesk Service available 100% of the time during a calendar month subject to the unavailability exclusions set out herein (the "Minimum Service Level Commitment").

3. Availability.

3(a) A Talkdesk Service is considered "available" if the customer is subscribed to said service and the end users in a particular data center can (as applicable): (1) make, receive, and forward voice calls; (2) experience call quality sufficient to allow participants in calls to hear and understand each other; (3) have digital live interactions defined as an end user and agent having a conversation using Talkdesk Digital Engagement channel or digital channels collectively which includes webchat, SMS, Facebook Messenger, and WhatsApp functions.

3(b).WIN calculates available time on a monthly basis as follows:

$$\text{AVAILABLE TIME} = \frac{[\text{TOTAL NUMBER OF MINUTES} - (\text{UNAVAILABLE MINUTES} - \text{UNAVAILABILITY EXCLUSIONS})]}{\text{TOTAL NUMBER OF MINUTES}} \times 100$$

4. Service Credit.

4(a). To be eligible for a service credit as set forth in the table below (a "Service Credit"): (i) the Service unavailability time must be continuous; (ii) Customer must be current in all payment obligations to WIN; and (iii) Customer must request a service credit no later than seven (7) days after the end of the month during which the Service was not available and include in its request a detailed description of the time and circumstances during which the Service was not available. Credit requests under this SLA must be emailed to their WIN Account Executive or Account Manager with a description of the requested credit along with the Uniti trouble ticket(s) opened for the asserted unavailability. Service Credits for this SLA will only be calculated against MRC associated with this Service. Service Credits cannot exceed the MRCs for the affected Service for the month.

TALKDESK ESSENTIALS AND ELEVATE EDITIONS.

Percentage of Time Service is Available	Service Credit
99.99% to 100%	None
99.7% to < 99.99%	5% of monthly License Fees* for the Talkdesk Service that was not available
< 99.7%	10% of monthly License Fees* for the Talkdesk Service that was not available

TALKDESK ELITE AND EXPERIENCE CLOUD EDITIONS.

Percentage of Time Service is Available	Service Credit
99.999% to 100%	None
99.7% to < 99.999%	5% of monthly License Fees* for the Talkdesk Service that was not available
< 99.7%	10% of monthly License Fees* for the Talkdesk Service that was not available

* For bundled services that do not have a separately listed price on Customer's Order Form, the Talkdesk price list in effect as of the Start Date of the subscription will be used to determine credit allocation base, taking into consideration any discounts that have been applied. A credit will: i) not exceed 10% of the License Fee even if multiple services experience unavailability during a month; and (ii) be calculated based on the number of active agents at the time of the unavailability.

4(b). WIN shall promptly review Customer's Service Credit Request. Provided that Customer is current in all of its payment obligations to WIN, WIN shall apply any Service Credit to Customer's account against fees to be paid by Customer.

4(c). The Service Credits described above are Customer's sole and exclusive remedy, and WIN's only liability, for WIN's failure to maintain the Minimum Service Level Commitment.

5. Unavailability Exclusions.

The following circumstances will be excluded when calculating the available minutes for the Service:

i. any time period during which the Service is unavailable because of (a) disruptions in the Customer's internal network or any internet connectivity; (b) faults within third-party services or software, telecom providers, or other systems that are not operated or controlled by Talkdesk; (c) acts or omissions of the Customer; (d) general internet outages affecting multiple third-parties; (e) network or services availability issues related to denial of service attacks and other flooding techniques; or (f) events outside of Talkdesk's reasonable control including force majeure events; and

ii. any Scheduled Maintenance (as defined below).

6. Scheduled Maintenance.

"Scheduled Maintenance" means any time period during which Talkdesk has scheduled service maintenance, upgrades, and testing of failover capabilities. Except with respect to Scheduled Maintenance for which it is not commercially reasonable for Talkdesk to provide advanced notice, Talkdesk shall provide a minimum of 5 days advance notice of any Scheduled Maintenance and shall use commercially reasonable efforts to conduct Scheduled Maintenance between 8:00 am and 11:00 am UTC on low volume days of the week.