



**SYNERGY SKY**

**Service Level Agreement for  
Synergy SKY CONNECT Services**

**October 2, 2023**



# Introduction

## About this Document

This Service Level Agreement for Synergy SKY CONNECT Services (this “SLA”) is a part of your licensing agreement (the “Agreement”). Capitalized terms used but not defined in this SLA will have the meaning assigned to them in the Agreement. This SLA applies to the Synergy SKY Services listed herein (a “Service” or the “Services”), but does not apply to separately branded services or products made available with or connected to the Services or to any on-premise software that is part of any Service. This SLA does not relieve the customer to pay the Customer’s balance in full when it is due.

If we do not achieve and maintain the Service Levels for each Service as described in this SLA, then you may be eligible for a time credit towards an extension to your current subscription. We will not modify the terms of your SLA during the initial term of your contract; however, if you renew your contract, the version of this SLA that is current at the time of renewal will apply throughout your renewal term. We will provide at least 90 days’ notice for adverse material changes to this SLA.

Previews and Services provided free of charge are not included or eligible for SLA claims or credits.

# General Terms

## Definitions

“**Applicable Period**” means, for the 30 days prior to and including the last day of the Incident for which a Service Credit is owed, the number of days that you are a subscriber for a Service.

“**Downtime**” is defined for each Service in the Services Specific Terms below. Downtime does not include Scheduled Downtime. Downtime does not include unavailability of a Service due to limitations described below and in the Services Specific Terms.

“**Incident**” means (i) any single event, or (ii) any set of events, that result in Downtime.

“**Scheduled Downtime**” means periods of Downtime related to network, hardware, or Service maintenance or upgrades. We will publish notice or notify you at least five (5) days prior to the commencement of such Downtime.

“**Service Credit**” is the percentage of the Applicable Service time credited to your current subscription.

“**Service Level**” means the performance metric(s) set forth in this SLA that Synergy SKY agrees to meet in the delivery of the Services.

“**Support Window**” refers to the period of time during which a Service feature or compatibility with a separate product or service is supported.

“**User Minutes**” means the total number of minutes in an Applicable Period, less all Scheduled Downtime, multiplied by the total number of users.

# Terms

## Claims

In order for Synergy SKY to consider a claim, you must submit the claim to customer support at Synergy SKY including all information necessary for Synergy SKY to validate the claim, including but not limited to: (i) a detailed

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description of the Incident; (ii) information regarding the time and duration of the Downtime; (iii) the number and location(s) of affected devices/users (if applicable); and (iv) descriptions of your attempts to resolve the Incident at the time of occurrence.

For all claims, we must receive the claim by the end of the Applicable Period following the month in which the Incident occurred. For example, if the Incident occurred on February 15th, we must receive the claim and all required information by March 31st.

We will evaluate all information reasonably available to us and make a good faith determination of whether a Service Credit is owed. We will use commercially reasonable efforts to process claims during the subsequent month and within forty-five (45) days of receipt. You must be in compliance with the Agreement in order to be eligible for a Service Credit. If we determine that a Service Credit is owed to you, we will apply the Service Credit to your current subscription.

If you purchased more than one Service (not as a suite), then you may submit claims pursuant to the process described above as if each Service were covered by an individual SLA. For example, if you purchased both XX and YY (not as part of a suite), and during the term of the subscription an Incident caused Downtime for both Services, then you could be eligible for two separate Service Time Credits (one for each Service), by submitting two claims under this SLA. In the event that more than one Service Level for a particular Service is not met because of the same Incident, you must choose only one Service Level under which to make a claim based on the Incident. Unless as otherwise provided in a specific SLA, only one Service Credit is permitted per Service for an Applicable Period.

### Service Time Credits

Service Time Credits are your sole and exclusive remedy for any performance or availability issues for any Service under the Agreement and this SLA. Service Time Credits apply only to the particular Service for which a Service Level has not been met. Notwithstanding anything to the contrary in this SLA, the total amount credited to the Customer in a particular term under this SLA shall not exceed the total original term purchased by the Customer.

### Limitations

This SLA and any applicable Service Levels do not apply to any performance or availability issues:

1. Due to factors outside our reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to our data centers, including at your site or between your site and our data center);
2. That result from the use of services, hardware, or software not provided by us, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services;
3. That results from failures in a single Synergy SKY datacenter location, when your network connectivity is explicitly dependent on that location in a non-geo-resilient manner;
4. Caused by your use of a Service after we advised you to modify your use of the Service, if you did not modify your use as advised;
5. During or with respect to preview, pre-release, beta or trial versions of a Service, feature or software (as determined by us);
6. That result from your unauthorized action or lack of action when required, or from your employees, agents, contractors, or vendors, or anyone gaining access to our network by means of your passwords or equipment, or otherwise resulting from your failure to follow appropriate security practices;
7. That result from your failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or your use of the Service in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported) or inconsistent with our published guidance;
8. That result from faulty input, instructions, or arguments (for example, requests to access APIs that do not exist);
9. That result from your attempts to perform operations that exceed prescribed quotas or that resulted from our throttling of suspected abusive behavior;
10. Due to your use of Service features that are outside of associated Support Windows; or
11. For services reserved, but not paid for, at the time of the Incident.

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# Service Specific Terms

## CONNECT – Interoperability Platform

**Downtime:** Any period of time when end users are unable to initiate online meetings via the Synergy SKY Connect service.

**Uptime Percentage:** The Uptime Percentage is calculated using the following formula:

$$\frac{User\ Minutes - Downtime}{User\ Minutes} \times 100$$

Where Downtime is measured in user-minutes; that is, for each Applicable Period, Downtime is the sum of the length (in minutes) of each Incident that occurs during that Applicable Period.

**Service Credit:**

Uptime Percentage	Service Credit
< 99.7%	10%
< 99%	25%
< 95%	50%

## CONNECT – SIP Registration Platform

**Downtime:** Any period of time when video systems are unable to register and initiate calls from the Synergy SKY Connect service.

**Uptime Percentage:** The Uptime Percentage is calculated using the following formula:

$$\frac{User\ Minutes - Downtime}{User\ Minutes} \times 100$$

Where Downtime is measured in user-minutes; that is, for each Applicable Period, Downtime is the sum of the length (in minutes) of each Incident that occurs during that Applicable Period.

**Service Credit:**

Uptime Percentage	Service Credit
< 99.7%	10%
< 99%	25%
< 95%	50%

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