



## LIFESIZE® CLOUD EXTREME SUPPORT SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) for Lifesize Cloud Extreme Support customers is an addendum to the Lifesize Cloud Terms of Service (as modified from time to time, the “TOS”) between Lifesize, Inc. (“Lifesize”) and users of Lifesize Cloud who have purchased Lifesize Cloud Extreme Support (“you” or “Customer”). In the event of any conflict between any term or condition of this SLA and the TOS, the TOS shall govern, and the remainder of the SLA’s provisions shall remain in full force and effect. For the avoidance of doubt, this SLA applies only to customers who have purchased Lifesize Cloud Extreme Support and have a current, valid Lifesize Cloud subscription (each, an “Eligible Customer”). Lifesize reserves the right to modify the terms of this SLA in accordance with the TOS.

1. **Service Availability Commitment.** Lifesize will use commercially reasonable efforts to make the Lifesize Cloud service generally available, subject to the Exclusions described below, 99.9% of each calendar month (“Availability Commitment”). Availability is calculated in accordance with the following formula:

“TMM”= Total minutes in the calendar month  
“TMU” = Total minutes of Unavailable Time in the calendar month  
“Availability” =  $100 \times (1 - (TMU/TMM))$

“Unavailable Time” is defined as any continuous period of time lasting five (5) minutes or more (other than as a result of an Exclusion described below), during which registered users of Lifesize Cloud are unable to sign into the Lifesize Cloud service and initiate video calls. Unavailable Time is measured per subscribed account per month, not per individual user of an account.

2. **Maintenance Time.** Unavailable Time specifically excludes time during which Lifesize Cloud is unavailable due to Planned Maintenance, Emergency Maintenance or Customer Requested Maintenance (collectively referred to as “Maintenance Time”). “Planned Maintenance” is any period of Unavailable Time related to routine maintenance or upgrades of the Lifesize Cloud service. Lifesize uses reasonable efforts to notify customers of Planned Maintenance approximately 24 hours or more in advance via <http://status.lifesizecloud.com> or other communication method. “Emergency Maintenance” means unscheduled but necessary maintenance for which Lifesize cannot reasonably notify customers in advance and which Lifesize undertakes to address as soon as practicable and in a commercially reasonable manner. “Customer Requested Maintenance” means maintenance as a result of Customer’s reasonable request outside of Planned Maintenance. Lifesize will use commercially reasonable efforts to ensure all Planned Maintenance, Emergency Maintenance and Customer Requested Maintenance are performed expeditiously in order to minimize Unavailable Time.

3. **Service Credit.** In the event Lifesize does not achieve the Availability Commitment per account of Lifesize Cloud in a calendar month, an Eligible Customer will receive a service credit, calculated as set forth below, which Lifesize shall credit to one month of prorated fees applicable to such Customer’s account at the next annual subscription renewal (each, a “Service Credit”):

AVAILABILITY	SERVICE CREDIT
< 99.9%	10% of one month of prorated subscription fees

Each Service Credit shall be verified by Lifesize after confirming the nature and accuracy of the Unavailable Time reported by the Customer and shall be applied on a Customer’s invoice for the



next available subscription renewal. No refunds or cash value will be provided. Service Credits may not be transferred or applied to any other account.

4. **Credit Request and Payment Procedures.** To apply for a Service Credit, the Customer must submit a ticket at <https://www.lifesize.com/en/support> within thirty (30) days of the date on which the Unavailable Time occurred. The ticket must include: (a) "SLA Claim" as the subject of the ticket; (b) the dates and times of the Unavailable Time for which the Service Credit is requested; (c) a diagnostic file from the impacted Lifesize software client or system; and (d) any applicable information that documents the claimed outage.

5. **Exclusions.** Notwithstanding anything to the contrary, no Unavailable Time shall be deemed to have occurred with respect to any unavailability, suspension or termination of the Lifesize Cloud service, or any other Lifesize Cloud performance issues, that (a) are caused by factors outside of Lifesize's immediate control, including, without limitation, any force majeure event, carrier-related problems or issues, or Internet access or related problems beyond the demarcation point of Lifesize Cloud or its direct hosting subcontractors (i.e., beyond the point in the network where Lifesize maintains access and control over the operation of the Lifesize Cloud service); (b) result from any actions or inactions of Customer or any third party (other than Lifesize's direct hosting subcontractor), including issues resulting from Customer's information or content; (c) result from equipment, software or other technology and/or third-party equipment, software or other technology run on Customer's premises; (d) arise from Lifesize's suspension and termination of Customer's right to use the Lifesize Cloud services in accordance with the TOS or applicable EULA; (e) result from Maintenance Time; or (f) are due to problems or issues related to alpha, beta or not otherwise generally available Lifesize features or products (collectively, the "Exclusions").

6. **Sole Remedy.** Customer's right to receive Service Credits shall be Customer's sole and exclusive remedy for any unavailability or nonperformance of the Lifesize Cloud service or other failure by Lifesize to achieve the Availability Commitment.

7. **Invalidation.** Customer acknowledges that Lifesize Cloud is operated using multiple secure data centers to ensure redundancy and failover in order to achieve the Availability Commitment. Notwithstanding anything to the contrary, this SLA shall automatically be invalidated and shall be deemed null and void in the event that Customer intentionally interferes with Lifesize's ability to mitigate Unavailable Time in order to achieve the Availability Commitment. By way of example, such interference may include, but is not limited to, circumventing Lifesize's security protocols, restricting Lifesize's ability to enforce load balancing or failover between data centers, or programming Customer's internal firewalls to reject data transfers from specific data centers, thereby directing traffic through one or more specific data centers. In any such case, Customer shall be ineligible to receive a Service Credit regardless of the cause of the Unavailable Time that would otherwise give rise to such Service Credit.