



A. System Availability. Services (as defined in the Master Services Agreement between Customer and Five9) shall be available twenty-four (24) hours a day/seven (7) days a week, at the targeted levels noted below, except for SLA Exclusions. SLA Exclusions include a) unavailability caused by Customer’s or Customer’s end-customer’s network, equipment, or internet connection; b) Scheduled Maintenance, c) service interruptions caused by the providers Five9 contracts with to provide voice connectivity and/or natural language and speech synthesis; or d) force majeure events as defined in the Agreement.

While Five9 does not have any scheduled downtime for VCC Voice, periodic non-Customer impacting maintenance is required. For other Services, Five9 regularly publishes its scheduled periodic maintenance windows and agrees to notify Customer at least 7 days in advance of system maintenance activities within these windows (“Scheduled Maintenance”). Other than for Scheduled Maintenance, Five9 shall promptly notify Customer in the event the Services becomes inaccessible and shall use reasonable efforts to resume performance of the Services as soon as practicable.

In the event Five9 does not meet one or more of SLAs listed below, Customer may be eligible to receive a service credit for the affected month. To receive a credit, Customer must make a written request to Five9 (e.g. via email) within 30 days of the service incident. Amount of service credit will depend upon length and severity of service issues.

Service	Guideline	Targeted Uptime	Credits	Credits From
VCC Voice (ACD/Dialer)	Availability to make and receive calls	99.999%	5% - Less than two hours	VCC Agent Seat subscription fees (or bundle subscription fee, if VCC ordered as part of a bundle)
VCC Email	Availability to send and receive emails	99.999%	10% - Two or more hours	Five9 Email agent seat subscription fees
VCC Chat	Availability to send and receive chats	99.999%		Five9 Chat agent seat subscription fees
Five9 WFO (powered by Verint)	Service Availability	99.999%		Five9 Verint WFO subscription fees (for affected service(s))
Five9 WFO	Service Availability	99.999%		Five9 WFO subscription fees (for affected service(s))
Five9 IVA	Service Availability	99.999%		Five9 IVA subscription fees
All other generally available Subscription Services (excluding 3 rd party services not provided by Five9)	Service Availability	99.99%		Subscription fees (for affected services)

Calculation Method:

Availability = 1- (TotalMinutesDown / TotalMinutes)

TotalMinutesDown = TotalImpactedUsers * minutes down (per incident)

TotalMinutes = 365 days / 12 months * 24 hours * 60 minutes * TotalProvisionedUsers

TotalImpactedUsers = number of agents impacted by a particular incident

TotalProvisionedUsers = number of agents that are configured to use a particular service

Chronic Failures:

- In the event Five9 does not meet an SLA for a particular Service for three consecutive calendar months, Customer shall have the right to terminate that service without penalty if Customer provides notice to Five9 within 60 days following the third consecutive calendar month. Customer understands that any such termination does not entitle Customer to a refund of any fees for services delivered by Five9 and that fees are still payable for services that were delivered and unaffected by the chronic failure up to the date of termination.
- In the event a Service covered by one of the above SLAs falls below 97%, Customer may request credit for 100% of the fees for the impacted Service for that month.

B. Incident Response

Five9 Support will be available 24 hours per day, 365 days per year. Customer’s named support contacts may reach Five9 Support by:

- Calling the Telephone hotline (with voicemail available)
- Emailing cases@five9.com
- Logging a case in the Five9 Self Service Portal

Five9 will respond to Customer’s calls for service in accordance with the Response Targets defined below.

Priority Level	Description	Response Target
Priority 1	An issue which is causing the Service to become inoperative or severely impaired, which has a severe impact on Customer’s business, and for which there is no alternative processing, fix or workaround.	15 minutes
Priority 2	An issue which is degrading the Service functionality, causing Customer’s business to be significantly affected.	30 Minutes
Priority 3	Malfunctions causing the loss of a few minor Service functions having minor impact on Customer’s business. The Service is operative with some functions being limited, or non-time critical functions being inoperative causing inconvenience to Customer.	4 hours
Priority 4	Single, non-critical, component of the Service is down or degraded. No significant business impact on Customer	24 hours

C. Root Cause Analysis (“RCA”)

Five9 will provide an RCA for those incidents that trigger downtime. The RCA will detail the reasons for the failure, the actions taken to restore the Service and any recommendations for service upgrades to help prevent a reoccurrence of the incident.

RCA Type	Description	Response Target from Closure of Incident
Final RCA	Final findings to include recommendations for upgrades to prevent reoccurrence of the same incident	5 Business Days