



# SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") defines the performance parameters and quality level of the services provided by MIXvoip to the Customer under the Agreement. This document clarifies both Parties' responsibilities and procedures to ensure the Customer needs are met in a timely manner. This SLA and the Agreement shall be interpreted and applied together as a single instrument. In the event of any inconsistency between the SLA and the Agreement, the provisions of the Agreement shall prevail. Any amendment or variation to this SLA shall only be considered as valid and enforceable if made in accordance with the procedure outlined in the Agreement. Unless otherwise and expressly defined in this SLA, all terms shall bare the same meaning as set out in the Agreement.

## ARTICLE 1. SERVICE AVAILABILITY

The MIXvoip Services are guaranteed to be available as specified in Article 2 here below. The MIXvoip services will be considered unavailable if the MIXvoip Network is unable to send or receive traffic to the Global Internet or, if the telecommunications featires are not fully operational.

The guarantee does not include the local access circuit and the Customer's Local Area Network (LAN) or the Customer Applications, nor does it include scheduled maintenance, outages or disruptions caused directly or indirectly by the Customer, interconnections to or from, and connectivity within, other Internet service provider (ISP) networks, or Force Majeure Events.

An outage is deemed to commence upon MIXvoip verification of a disruption of Services (Outage) as reported by the Customer pursuant to the outage procedures (the "Outage Report") outlined in Article 5 below. An Outage is deemed to end when the MIXvoip services are fully operative, less any delay experienced by MIXvoip while either awaiting additional information from the Customer. If the Customer reports that the MIXvoip Services are inoperative, but refuses to let MIXvoip employees or agents access their network to operate the necessary testing and repairing, the MIXvoip Services shall be considered impaired, but shall not be considered as an Outage for the purposes of this SLA.

## ARTICLE 2. SERVICE LEVEL COMMITMENT

Service	Monthly period availability (agreed service level)
SIP port (5060 on UDP and TCP)	99,8%
SIP registration and database authentication	99,8%
Restful web API on https port 443	99,8%
Per call recording functionality	99,8%

Call recorder	Data availability
Minimum buffer duration of recorded call files	15 days
Availability of call files after deletion through the "restful API"	0 days
For privacy reasons and legal obligations, recorded call files are not backedup or copied (exception applies for customers with a special backup contract).	

## ARTICLE 3. CREDIT AWARD

In case of Outage, the Customer shall be rewarded with Credit on their monthly invoice services charges, phone calls excuded, in accordance with the following table and the computation method detailed in Article 5 below (the "Credit Note").

Performance below service level	Credit awarded
0.00 % - 0.01 %	10%
0.02 % - 0.04 %	30%
0.05% - 0.015%	80%
0.016% - 100%	100%

## ARTICLE 4.

Monthly service level failure credit computation Should MIXvoip fail in one (1) calendar month to meet the Service Level Commitment, the Customer shall then be entitled to claim a Credit Note equal to a portion of the Monthly Fee net amount during which the service level commitment has not been abided and pertaining exclusively to the concerned MIXvoip Service and excluding among others but not limited to the Installation costs, and Support Service and after application of the following rule.

For each monthly period for which MIXvoip will perform better than the Service Level Commitment, MIXvoip shall retain 5% of the Monthly Fee net amount during which the service level commitment has been exceeded and pertaining exclusively to the concerned MIXvoip Service, in order to compensate future Service Failure Fees. This retainer may be accrued during the six (6) last month prior to a Service Level Failure.

## ARTICLE 5. OUTAGE REPORT

5.1 To request a Credit Note from MIXvoip, the Customer shall send an email detailing the outage to support@mixvoip.com ("the Outage Report"). In any cases where the Outage Report will be considered as valid by MIXvoip, the Customer will be granted the applicable Credits in the form of a discount to be applied on its next invoice following the monthly period during which the Outage occurred. The Customer understands and agrees that Outage Reports shall be made in good faith and warrants therefore that they will abstain from making inaccurate report. The Customer further agrees that MIXvoip may levy an hundred (100) euros fee for any inaccurate Outage Report made by the Customer.

5.2 In order to be considered by MIXvoip, an Outage Report shall be sent within thirty (30) days following the outage and bare the following information: - Reference of the Ticket opened with MIXvoip Support service - Virtual Private Server affected - Name of the Customer's representative who has contacted MIXvoip support service

## ARTICLE 6. EXCUSED OUTAGE.

Availability shall be measured only for the resources fully and directly under MIXvoip's management and control and which are required by the MIXvoip Services. The Customer understands and agrees therefore that MIXvoip non-essential resources are expressly excluded from the scope of this SLA. (an "Excused Outage"). An Excused Outage is an outage: (a) caused by the acts or omissions of Customer and/or its End User or agents; (b) due to failure of power at the Customer or End User Premises; (c) caused by the failure or malfunction of non-MIXvoip equipment or systems; (d) related to a Force Majeure Event; or (e) caused by maintenance.

## ARTICLE 7. RESTRICTIONS AND LIMITS

As stated in the Agreement as well as in the Order Form, the Customer understands and agrees that certain limitations apply to each type of the MIXvoip Services. As such, any outage or service interruption deemed by MIXvoip to be the result of an inappropriate choice of MIXvoip Service from the Customer, shall not be eligible for Credit to the Customer. Total credits awarded for the MIXvoip Services during any monthly period for failure to meet any one or more of the guarantees set forth in this SLA will not exceed fifty percent (50%) of the total monthly fees for the affected MIXvoip Service.