

Standard Service Level Agreement (SLA)

§ 1 General provisions

1. The SLA shall form an integral part of the Terms and Conditions and specify the Subscriber's rights and means of their enforcement in relation to the quality of the Service.
2. The terms used in this document shall have the meanings given in § 2 of the Terms and Conditions and, additionally
 - a. **Service Failure (SF)** - a case in which the Service is unavailable due to the fault of the Service Provider, i.e. it is completely impossible for the Subscriber to use the Thulium System, excluding Scheduled Maintenance Work and the reasons referred to in § 2, whereby the duration of the Service Failure is counted from the moment the Subscriber reports the Service Failure by telephone to the Customer Service Office (the telephone report must then be confirmed by e-mail) until the Service is restored by the Service Provider, and is counted only during Service Hours.
 - b. **Measurement Period (MP)** - the number of Service Hours in the Subscription Period.
 - c. **Scheduled Service Work (SSW)** - periods referred to in § 13 sect. 1 and § 13 sect. 2 of the Terms and Conditions, not exceeding 36 hours in the Subscription Period, calculated during Service Hours.
 - d. **Subscriber's Configuration** – the Subscriber's service parameters, Consultants' data, Subscriber's customers database and other data contained in the Thulium System, excluding the data referred to in § 14 sect. 2.
 - e. **Data Loss** - irreversible loss of all or part of the Subscriber's Configuration resulting from the Service Provider's fault, which cannot be restored with the accepted backup parameters.
 - f. **RTO (Recovery Time Objective)** - the maximum acceptable time from the moment the Subscriber reports the loss or damage of the Subscriber's Configuration by telephone to the moment the Service Provider reports the completion of the data recovery process from the backup copy.
 - g. **RPO (Recovery Point Objective)** - the maximum acceptable period for which elements of the Subscriber's Configuration may be lost.
3. Failure to maintain the service level specified in the SLA shall not constitute non-performance or improper performance of the agreement.
4. Under the terms specified in the SLA, for each failure to meet the specified service parameters, the Service Provider shall grant the Subscriber a discount on part of future Subscription Fees.

§ 2 Exclusions

1. The inability to use the Thulium System for less than 20 minutes shall not constitute a Service Failure.
2. Unavailability caused by problems with provision of the services by external providers, such as: the Subscriber's Internet service provider, telecommunications operator, e-mail service provider, or resulting from problems with facebook.com or messenger.com, shall not constitute a Service Failure.
3. Unavailability resulting from changes introduced in the functioning of services or websites of external providers, which require adaptation of the Thulium system, shall not constitute a Service Failure and the Service Provider shall endeavor to implement these changes as soon as possible.

§3 Service Parameters

1. The Service Provider shall guarantee availability of the Service at a level of 99% determined according to the following formula:

$$Availability = \frac{(MP - SSW) - SF}{MP - SSW}$$

2. Subject to the rules, conditions and exceptions provided for in the SLA, if the level of Service availability provided by the Service Provider in accordance with sect. 1 falls below the level specified in sect. 1 during the Subscription Period, the Service Provider shall grant the Subscriber a discount of 50% of the Subscription Fee charged for the Subscription Period in which the guaranteed level of Service availability was not achieved.

§4 Backup parameters

1. The Service Provider shall ensure creation of backup copies of the Subscriber's Configuration, assuming that:
 - a. *RTO = 24 hours*
 - b. *RPO = 72 hours*with RTO calculated during Service Hours.
2. Subject to the rules, conditions and exceptions provided for in the SLA, if Data Loss occurs during the Subscription Period, the Service Provider shall grant the Subscriber a discount of 50% of the Subscription Fee charged for the Subscription Period in which the event occurred.

§5 Number of simultaneous connections

1. The Service Provider shall guarantee handling of telephone calls in a number equal to five times the Number of Licenses in the system.

§6 Granting the discount

1. In order to receive a discount under the SLA, the Subscriber should, within 7 days from the end of the Subscription Period in which the Service Failure justifying the discount has occurred, submit a request for its calculation to the Customer Service e-mail address. The request should include information justifying the calculation of the discount.
2. The discount shall be granted for the Subscription Period following the period in which the Subscriber has submitted the request for its calculation.