

# SLA (Service Level Agreement) Contract Annex of the Services Contract celebrated between myPBX and the Customer.

## 1. Contract Annex Purpose

myPBX is committed to maintain a level of excellence in the myPBX Platform service and the Phone Service provided to the Customer and to respond promptly and efficiently to any problem that may arise or question regarding the service that the customer may have bound by the terms expressed in the Services Contract and in this Annex.

## 2. Service Availability

myPBX uses only Tier IV category Data Centers. The Tier IV category according to the Uptime Institute LLC provides the best possible availability in: (i) uninterrupted power supply, (ii) redundant cooling systems, (iii) computer network and (iv) Internet connection. This high availability allows myPBX to guarantee the availability of at least 99.99% (ninety-nine point ninety-nine percent) of the time during the year. In this Contract, the Data Center availability is measured each month counting from the first day of the month to the last day of the month. This availability is the minimum Service Level expected from myPBX and excludes the exceptions mentioned in the Services Contract.

## 3. Penalties

If the Service Level offered is not met, myPBX will provide a service coupon with a value equivalent to a percentage of the amount paid by the customer for the service not rendered. The coupon can be used to pay any myPBX service as follows:

Service Level Provided	Coupon value
100% al 99.99%	0%
99.98% to 99.50%	10%
99.49% to 99.00%	20%
98.99% to 98%	50%
97.99% or less	100%

To request the coupon, the service must contact myPBX and proof that the Service Level offered was not met. The request must be done seven days after the service failure was presented at max. Once the failure is confirmed by myPBX, the coupon will be generated for the corresponding amount.

The service coupon cannot exceed in any time to the total amount of time paid by the customer.

## 4. Data Center

myPBX Platform resides in Data Centers that meet the following requirements:

- 4.1. Tier IV Category
- 4.2. High-speed internet multiple connections of at least 10GbE
- 4.3. N+1 Intelligent routing
- 4.4. Physical access to the facilities granted only to authorized personnel with at least three security checkpoints and armed guards on duty every day of the year 24 hours
- 4.5. Video surveillance system
- 4.6. 24 hours a day system monitoring
- 4.7. Proactive Data Center maintenance without service interruptions

## 5. Exceptions

The following causes cannot be considered as a service failure and will not affect the Service Level:

- 5.1. Service interruptions or failures in networks outside of myPBX Data Center that impede access to myPBX Platform
- 5.2. Failures caused by intermittency or latency bigger than 80ms in the Customer Internet connection
- 5.3. Failures that are not reported following the indicated procedures in this Contract
- 5.4. Time taken to reboot the Customer PBX when needed to connect to myPBX Platform
- 5.5. Connection problems caused by ports blocked in the Customer internet connection
- 5.6. Connection problems caused by myPBX firewall blocking the Customer when he enters incorrect passwords in the Phone Equipment or other devices used to connect to myPBX Platform
- 5.7. Actions or omissions caused by the Customer (or third parties authorized by the customer) including but not limited to: delete the configuration of Phone Equipment, and any negligence or misconduct that breaches the terms and conditions of this Contract and its Annexes.
- 5.8. Bad quality voice in calls experienced in devices different from the Phone Equipment offered by myPBX
- 5.9. Circumstances outside of myPBX control including but not limited to: war, natural catastrophes, acts instructed by any Government Institution, armed uprisings, sabotage, seizures, fires, floods, earthquakes, virus attacks, denial of services attacks, hackers or third-party software failures.