Annex to Terms and Conditions of Thulium Communication Application Service

Standard Service Level Agreement (SLA)

§ 1 General provisions

1. SLA constitutes an integral part of the Terms and Conditions and determines the Subscriber's entitlements and measures by which he may enforce them, in regard to the quality of the provided Service.

2. Definitions used in this document shall be interpreted by the meaning given to them in clause 2 of the Terms and Conditions and additionally

   a. **Service Failure (AF)** – in case the Service is unavailable for the Provider's fault, meaning that it is completely impossible for the Thulium Service Subscriber to use, except for Scheduled Maintenance Work and reasons referred to in § 2, where the time of Service Failure is counted from the moment when the Subscriber makes a telephone report of Service Failure to Helpdesk (telephone report must be then confirmed by e-mail) until the moment when the Service is restored by the Provider and it is counted solely during Service Hours.

   b. **Measurement Period (MP)** – number of Service Hours in the Subscription Period.

   c. **Scheduled Maintenance Work (SMW)** – periods referred to in § 13 clause 1 and 13(2) of the Terms and Conditions, within not more than 36 hours in a Subscription Period, counted during Service Hours.

   d. **Subscriber's Configuration** – the parameters of the Subscriber's service, Consultants information, the Subscriber's clients database and other data included in Thulium Service, except for data referred to in § 14(2).

   e. **Data Loss** –permanent loss of all or part of Subscriber's Configuration, impossible to recreate at the adapted parameters of the backup copy, resulting from the Provider's fault

   f. **RTO (Recovery Time Objective)** – maximum acceptable time from the moment of the Subscriber's telephone report of loss or deterioration of the Subscriber's Configuration, until the moment when the Provider reports that the process of recreating the data from the backup copy has been finished.

   g. **RPO (Recovery Point Objective)** – maximum acceptable time in which elements of the Subscriber's Configuration may be lost

3. Failure to provide a service level determined in the SLA does not constitute failure to perform or improper performance of the agreement.

4. Pursuant to SLA, in each case of failure to fulfill the terms of certain parameters of the service, the Provider shall grant the Subscriber a discount on future Subscription Charges.

§ 2 Exemptions

1. Inability to use the Thulium System for less than 20 minutes does not constitute Service Failure.

2. Unavailability caused by service performance problems of external third-party suppliers, such as the Subscriber's Internet access provider, telecom operator, e-mail service provider or resulting from facebook.com or messanger.com service problems does not constitute Service Failure.

3. Unavailability resulting from changes made to the functioning of the services or external third-party suppliers' service, that require adjusting the Thulium system, where the Provider shall endeavor to make these changes in the shortest time possible, does not constitute Service Failure.

§ 3 Service Parameters

1. The Provider guarantees Service availability at a 99% level, set according to the following formula:

$$\text{Availability} = \frac{(MP - SMW) - AF}{MP - SMW}$$

2. Subject to the rules, terms and exemptions provided for in the SLA, if the level of Service availability provided by the Provider pursuant to clause 1 falls below the level determined in clause 1 during the Subscription Period, the Provider shall grant the Subscriber a discount in the amount of 50% of the Subscription Charge that was charged for the Subscription Period in which the guaranteed level of availability of the Service was not reached.

§ 4 Backup Copy Parameters

1. The provider provides a backup copy of the Subscriber's Configuration, assuming that:

   RTO = 24 hours

   RPO = 72 hours

   where RTO is counted during Service Hours.

2. Subject to the rules, terms and exemptions provided for in the SLA, if during the Subscription period a Data Loss occurs, the Provider shall grant the Subscriber a discount in the amount of 50 % of the Subscription Charge, that was charged for the Subscription Period in which the event occurred.

§ 5 Number of Concurrent Calls

1. The Provider guarantees the handling of phone call in number equal to five times the Number of Licenses in the system.

§ 6 Granting a Discount

1. In order to be given a discount resulting from the SLA, the Subscriber should within 7 days from the end of the Subscription Period, where the Service Failure, that justifies the discount occurred, file a request for adding the discount to the Helpdesk e-mail address. The request should contain information justifying the discount.

2. The discount shall be granted for the Subscription Period subsequent to the period, when the Subscriber filed the discount request.