

## **Service Level Agreement (SLA)**

### **1. Introduction**

This Service Level Agreement ("SLA") outlines the performance standards, availability, and responsibilities of Francisco Oliveira trading as Tenzix ("Service Provider," "we," "us," or "our") concerning the network services provided to the customer ("Customer," "you," or "your"). This SLA forms part of the agreement between the Service Provider and the Customer for the provision of network services.

### **2. Service Commitment**

Tenzix is committed to providing a reliable network service with an uptime of 99.9% over any given calendar year.

### **3. Definitions**

#### **3.1 Network Uptime**

"Network Uptime" refers to the amount of time the network is fully operational and accessible to the Customer, excluding periods of scheduled maintenance and any other exceptions as outlined in Section 6.

#### **3.2 Network Downtime**

"Network Downtime" refers to the total accumulated time within a calendar year during which the network is unavailable to the Customer due to issues within the control of Tenzix.

#### **3.3 Scheduled Maintenance**

"Scheduled Maintenance" refers to any maintenance performed on the network, servers, or related infrastructure, which may require network downtime. Customers will be notified at least 48 hours in advance of any Scheduled Maintenance.

### **4. Performance Metrics**

#### **4.1 Network Availability**

Tenzix guarantees a 99.9% Network Uptime each calendar year. This equates to a maximum of 8 hours and 45.6 minutes of downtime per year.

#### **4.2 Network Downtime Calculation**

Network Downtime is calculated based on the total number of minutes the network was unavailable during the year, excluding Scheduled Maintenance and other exceptions as outlined in Section 6.

### **5. Service Credits**

#### **5.1 Eligibility for Service Credits**

If Network Uptime falls below 99.9% in any calendar year, the Customer is entitled to request a Service Credit. To be eligible for a Service Credit, the Customer must submit a request within 10 business days of the end of the affected year.

## 5.2 Service Credit Calculation

Service Credits are calculated as follows:

- 99.0% to 99.9% Uptime: 5% of the annual fee for the affected service.
- 95.0% to 98.9% Uptime: 10% of the annual fee for the affected service.
- 90.0% to 94.9% Uptime: 20% of the annual fee for the affected service.
- Below 90.0% Uptime: 30% of the annual fee for the affected service.

## 5.3 Maximum Service Credit

The total amount of Service Credits issued in any calendar year shall not exceed 30% of the annual fee for the affected service.

## 5.4 Limitations on Service Credits

Service Credits are the Customer's sole and exclusive remedy for any failure by Tenzix to meet the Network Uptime commitment. Service Credits will be applied as a credit to the Customer's future invoices and cannot be exchanged for a cash refund.

## 6. Exclusions

The following circumstances are excluded from the calculation of Network Uptime:

- **Scheduled Maintenance:** Properly notified maintenance activities.
- **Customer Acts:** Downtime resulting from actions or inactions of the Customer or its users.
- **Third-Party Services:** Issues arising from third-party services or products not provided by Tenzix.
- **Force Majeure:** Events beyond the control of Tenzix, including natural disasters, wars, strikes, or other force majeure events.
- **Security Threats:** Downtime due to DDoS attacks, hacking attempts, or other security breaches not caused by Tenzix.

## 7. Customer Responsibilities

The Customer is responsible for:

- Ensuring proper configuration and use of the network services.
- Providing accurate contact information for notifications related to Scheduled Maintenance.
- Reporting any suspected downtime in a timely manner to allow for prompt investigation and resolution.

## 8. Support

Tenzix provides 24/7 network monitoring and support. In the event of an issue, Customers can contact support via:

- Ticket System: <https://dash.tenzix.com/submitticket.php>

## 9. Term and Termination

This SLA is effective upon the commencement of network services and will remain in effect until the termination of the service agreement between Tenzix and the Customer. Either party may terminate this SLA in accordance with the terms of the service agreement.

## 10. Governing Law

This SLA is governed by and construed in accordance with the laws of Portugal. Any disputes arising out of or in connection with this SLA will be subject to the exclusive jurisdiction of the courts located in Portugal.

## 11. Amendments

Tenzix reserves the right to modify this SLA at any time, with modifications effective upon the beginning of the next billing cycle. The Customer will be notified of any changes at least 30 days in advance.

## 12. Contact Information

For any questions or concerns regarding this SLA, please contact us at:

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