MIXVOIP

TERMS AND CONDITIONS

CHAPTER 1
GENERAL PART

1.1 APPLICABILITY OF THESE TERMS AND CONDITIONS

1.1.1 These Terms and Conditions ("Terms") are the only terms and conditions that govern the sale of the goods ("Goods"), products ("Products") and services ("Services") by

Mixvoip SA, 70 rue des Prés L-7333 Steinsel – Luxembourg

Mixvoip Srl, Avenue de Finlande 5 – B-1420 Braine l'Alleud – Belgium

Mixvoip GmbH, Max-Planck-Strasse 22 D-54296 Trèves – Germany

Mixvoip SAS, 4 rue Marconi F-57000 Metz – France

hereinafter "Mixvoip"

to the purchaser ("Client") under this Agreement (defined below), collectively "the Parties". The Client expressly acknowledges that its own terms and conditions will not apply to the Parties' Agreement unless agreed otherwise in writing by Mixvoip.

1.1.2 These Terms and Conditions shall apply to all agreements between Mixvoip and the Client. If a written contract is in prior existence governing the sale of the Goods, Service and/or Product, the terms and conditions of that contract will not prevail if inconsistent with the present document. These Terms and Conditions replace all previous Terms and Conditions.

1.1.3 The legal entity of Mixvoip contracting with the Client is defined on the initial Quote (contracting offer). Any further legal document binding the Parties will only be issued by or addressed to the same legal entity of Mixvoip, and such Legal entity shall remain the sole contracting party therefore excluding the other branches or subsidiaries of Mixvoip, for any matter related to the present document and for any Legal document

1.2 WHOLE AGREEMENT AND ACCEPTANCE

1.2.1 The "Quote", Service Level Agreement ("SLA"), "Delivery", and Invoice, together with these Terms (collectively, this "Agreement") comprise the entire agreement between the Parties, and supersede all prior agreements, whether oral or written, and all other communications between the Parties relating to the subject matter of this Agreement. The Client understands that all deliverables, setups, services, and products not described in the Quote will not be performed, deployed, or implemented by Mixvoip.

1.2.2 Fulfillment of a Client order (Quote) does not constitute acceptance of any of Client's terms and conditions and does not serve to modify or amend these Terms. The use of the Service is equal to acceptance of these Terms and Conditions.

1.3 DURATION

1.3.1 This Agreement shall commence on the date of the signature of the Quote and shall remain in force thereafter until terminated by either party in accordance with these Terms. By signing the Quote, the Client acknowledges the full and irrevocable acceptance of these Terms.

1.4 ESTIMATED DELIVERY TIME OR PERFORMANCE

1.4.1 All applicable deadlines and estimated delivery dates have been determined by the Parties in good faith and are to be respected by both Parties as far as reasonably possible.

1.4.2 Mixvoip shall not be liable for any additional costs or expenses incurred by Mixvoip or the Client in case of a non-respect of any such deadlines.

1.5 CLIENT'S OBLIGATIONS

1.5.1 Client shall cooperate with Mixvoip in all matters relating to delivery of Products and or Services and provide in such cases access to Client's premises, and any other facilities as may reasonably be requested by Mixvoip, for the purpose of delivering, implementing, performing and maintaining the Products or Services. The Client must ensure that the working conditions provided for Mixvoip Technicians comply with all health and safety requirements. This includes, but is not limited to, providing a safe, clean, and hazard-free work environment, free from all sorts of dangers, access to necessary facilities, and adherence to workplace safety regulations. Mixvoip reserves the right to refuse or delay work if the conditions are deemed unsafe, unclean, or non-compliant with legal standards.Upon request, the client shall respond promptly to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Mixvoip to perform or implement Services in accordance with the requirements of this Agreement and or as detailed in the Quote. Client shall provide any material or information, as Mixvoip may deem necessary, in order to implement and carry out the Services in a timely manner and shall ensure that such material or information is complete and accurate

1.5.2 If Mixvoip performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client or its agents, subcontractors, consultants, or employees, Mixvoip will not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Client that arise directly or indirectly from such prevention or delay.

The costs of such prevention or delay attributable to the Client will be charged at Mixvoip's current rates applicable, and any limitations for the performance of any of Mixvoip's obligations under this Agreement will be automatically extended by a period equal to the period of such delay.

1.5.3 Notification of Security Incidents. In the event of a security incident at Mixvoip that Mixvoip is required to report under applicable regulations and standards, including but not limited to DORA (Digital Operational Resilience Act), GDPR (General Data Protection Regulation), NIS2 (Network and Information Systems Directive), ISO 27001 (Information Security Management), or PSF, Mixvoip will promptly notify the Client's designated contact for Compliance & Security. This

notification will include essential details regarding the nature of the incident, its potential impact, and the measures being taken to address it. The Client is responsible for maintaining and updating the contact list for compliance and security incidents, which must be accessible via my.mixvoip.com. The Client should ensure that the designated contact is knowledgeable and able to respond effectively to such notifications.

1.6 EMPLOYEES, AGENTS AND CONTRACT WORKERS

1.6.1 Mixvoip, its employees, agents, and contract workers shall provide advice to the Client solely within the obligations defined by this Agreement. Mixvoip shall not be liable for any consequences resulting from advice provided outside the scope of thereafter Agreement, including, but not limited to, technical, legal, or financial matters such as leasing, loans, or investment guidance.

1.7 SUB-CONTRACTING

1.7.1 Mixvoip may sub-contract any of its obligations under this Agreement

1.8 PRICES AND PAYMENT

1.8.1 The charges for the Goods or Services are as set out in the Quote. The recurring charges are invoiced upfront (meaning: at the beginning of the period covered by the invoice).

1.8.2 Expenses incurred by Mixvoip, its employees, agents or contract workers in providing the Goods, Services or Products including but not limited to travel expenses, hardware or software configuration either on-site or remote, shall be payable by the Client in addition to the prices specified in the Quote and are to be invoiced to the Client.

1.8.3 For its Services, Mixvoip will invoice the Client monthly, unless otherwise scheduled and agreed upon in the Quote. Invoices are made available to the Client via the User Interface and are sent electronically. The client is aware that it is his/her responsibility to provide Mixvoip with a valid email address for the purpose of receiving said invoices.

1.8.4 All prices are in Euros and exclusive of VAT and or other taxes. All bank charges and fees that may arise out of or are in any way related to any payment made by the Client shall be borne by the Client.

1.8.5 The Client is aware that prices are subject to modification, however such modifications shall not occur within the minimum period as described in Art. 1.12

1.8.6 All invoices are due within 15 calendar days of the invoice date unless otherwise agreed in writing. Payment is to occur without any set-off, settlement or postponement of any nature whatsoever.

1.8.7 Payment of the invoices via SEPA Direct Debit is possible for every Client with recurring invoices equal to or exceeding the monthly amount of 50.00 € excl. VAT. SEPA Direct Debit is mandatory for every Client with recurring invoices inferior to the monthly amount of 50.00 € excl. VAT. In case of a SEPA payment that is rejected by the Client's Bank, Mixvoip will charge the Client a 10.00 € fee.

1.8.8 If the Client wishes to dispute an amount invoiced, he or she must send a reasonably detailed written notice with acknowledgment of receipt, either by Registered Letter or by email to billing@mixvoip.com, no later than 30 days after the issuance of the disputed invoice. This claim procedure does not relieve the Client of his obligation to pay the undisputed portion of the invoice.

1.8.9 Should the Client fail to make payment within 20 calendar days after the due date specified on the invoice, Mixvoip reserves the right to apply a late payment interest monthly equal to 1,04 % increasing for each subsequent month of the outstanding invoice. Mixvoip may apply a fee equal to 15.00 € for each eventual reminder that may be issued. Mixvoip has the right to suspend or block the services for the same reason. Reactivation will occur only at full settlement of all pending amounts. Reactivation will be charged 41.20 €.

1.8.10 Mixvoip reserves the right to terminate the Agreement without prior notice and at any moment if the Client fails to pay any sum due under this Agreement and such sum remains unpaid for 15 days after written notice from Mixvoip has been provided to the Client by email.

1.9 CONFIDENTIALITY

Each party undertakes steps to keep and treat as confidential and not disclose to any third party any information relating to the business or trade secrets of the other nor make use of such information for any purpose whatsoever, except for the purposes of this Agreement. Neither party is entitled to make the existence of the Agreement public except with the prior written approval of the other party.

1.10 INTELLECTUAL PROPERTY

Each Party acknowledges that nothing in this Agreement may be interpreted as amounting to the assignment of an intellectual property right or license relating to or arising from the disclosure of information. Specifically, the Parties agree that no license shall be granted pursuant to this Agreement, either directly or indirectly, under the terms of a patent, a trade secret, a commercial trademark, or copyright. Any information disclosed by a party shall be the property of the party that discloses it.

1.11 FORCE MAJEURE

The Parties shall not be liable for any delay or failure to meet obligations under this Agreement (other than obligations to make payments) due to an event that is irresistible, unpredictable and external to the Parties. However, the Parties shall use reasonable endeavors to limit any detrimental effects and shall resume performance of their obligations as soon as reasonably practicable.

1.12 TERMINATION OF THE AGREEMENT AND SERVICE CEASE

1.12.1 Termination at any moment: after a minimum period of 24 months (hereinafter Term), and unless agreed otherwise in writing in the Quote, each Party has the right to request the termination of the Agreement and cease one or all Services.

1.12.2 Single Service Cease (cancellation of one Service) must be requested in writing either via Registered Letter, or by email to billing@mixvoip.com with acknowledgment of receipt.

1.12.3 Contract Termination (cancellation of all Services) must be requested in writing via Registered Letter, or by email to billing@mixvoip.com, with acknowledgment of receipt.

1.12.4 In both cases the Notice Period is one full calendar month following the month during which the Termination has been requested. Notification of Termination and or Service Cease can be provided no sooner than 6 calendar months prior to the requested date of such Termination

1.12.5 The Client is informed and accepts that some services may have a minimum duration exceeding 24 months. In such cases a derogation to Art 1.12.1 is accepted, and Service Cease will be aligned to the minimum duration of said Service as stated

in the Quote, without prejudice to the Notice Period for the remaining of the Services.

1.12.6 The client is aware that if Termination and or Service Cease occurs before the Term according to the provisions set in Art.1.12.1, Mixvoip is entitled to demand the full payment of the Service for the entire remaining period.

1.12.7 In the event of hardware rental, the Client agrees to return, solely at his own expenses, any hardware to Mixvoip within fifteen days from the date of the Termination. Mixvoip reserves the right to invoice any rented hardware that's failed to return, declared missing and or damaged upon return (whether partially or in full) after the aforementioned deadline.

1.12.8 Termination for Non-Compliance: If the Client identifies a significant deficit in the Mixvoip's compliance with ISO 27001, or non-compliance with applicable regulations such as DORA and NIS2, and such deficit or non-compliance remains unresolved after Mixvoip has been notified and given a reasonable period of time to remedy the issue, the Client shall have the right to terminate the Agreement with immediate effect. The period of time deemed "reasonable" shall be determined by the nature of the deficit or non-compliance, the associated risks, and any other relevant factors. Termination under this clause shall not limit any other rights or remedies the Client may have under this Agreement or applicable law.

1.13 LIABILITY

1.13.1 Mixvoip's obligations and liabilities to the Client arising out of or in connection with the provision of Products and Services shall only be those set out in this Agreement. All other warranties, conditions, guarantees, representations or other terms, whether express or implied, arising from other conventions are hereby excluded.

1.13.2 Mixvoip shall not in any event be liable in contract, tort or otherwise for any loss of profit or any consequential, indirect, incidental, special, punitive or exemplary damages arising out of or in connection with the provision of any Products or Services under this Agreement, even if it has been advised by the other party of the possibility of such potential loss or damage.

1.13.3 Mixvoip shall not in any event be liable in contract, tort or otherwise for any loss or damage resulting from the misconduct of the Client.

1.13.4 The Client acknowledges that Mixvoip is not responsible for the deletion, loss, or storage failure of any data, including but not limited to emails, backups, messages, or other communications transmitted or stored through the Service. The Client agrees to indemnify, defend, and hold harmless Mixvoip, its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses, including legal fees, arising out of or in any way connected with the Client's use of the Service.

1.14 THIRD PARTY NON LIABILITY

1.14.1 The Client indemnifies and hold harmless Mixvoip from any claim that Mixvoip may suffer as a result of Third-Party claims related to the Products or Services supplied by Mixvoip, including Claims of Third Parties for loss or damage resulting from a shortcoming in or an improper use of a Service or Product supplied by Mixvoip.

1.14.2 The Client is aware of and agrees that additional limitations may apply to Third-Party Services or Software Licenses. Mixvoip cannot be held liable for these Third-Party Services, Licenses, Software, Support, or in any other form (except for Hardware) and cannot guarantee that its Price policy, as defined in Art. 1.8.4, will be applicable for Third-Party software. In providing services or licenses for Third-Party products, the Client accepts that Mixvoip is not liable for any changes made by the respective providers, including cessation, modification, or price increase that may or may not reflect on an increased cost applied to said products or services. Consequently, Mixvoip is not liable for any interruption or discontinuation of said products or services.

1.15 INSURANCE

Each party shall maintain sufficient commercial insurance from a reputable insurance company.

1.16 NON-SOLICITATION

1.16.1 The Client undertakes to refrain from directly or indirectly soliciting or offering employment to any Mixvoip employee associated or not with the provision of the Products or Services or otherwise involved with this Agreement for the whole duration of this Agreement and for an extended period of two years following the termination thereof.

1.16.2 In case of breach of this clause, the Client shall pay to Mixvoip an amount of 20 000.00 € (twenty thousand euros) which is immediately due and payable.

1.17 PROTECTION OF PERSONAL DATA (GDPR)

1.17.1 Mixvoip protects personal data in compliance with the European Union applicable legal and regulatory requirements.

1.17.2 Each party authorizes the other, along with its representatives, agents, or sub-contractors, to process said data for the purpose of providing or invoicing the services.

1.17.3 The Client acknowledges that all calls directed to or originated from Mixvoip are processed using Artificial Intelligence (AI) to generate summaries. These summaries are securely stored in Mixvoip systems to enhance and simplify customer follow-up and improve service quality. Mixvoip does not record phone calls, and the AI-generated summaries are informational in nature and cannot be used as evidence or relied upon in any legal or contractual disputes. It is the responsibility of the Client to inform all users of the service about AI summaries.

1.18 GENERAL PROVISIONS

1.18.1 ASSIGNMENT The Client may not assign or otherwise transfer this Agreement or any part of it without the prior written consent of Mixvoip.

1.18.2 CHANGES The Client is informed that any change to this Agreement will be communicated to the Client by means of its monthly Invoice or the first available invoice. Should the client refuse such change within 60 days from the date of such communication, the Agreement will be terminated according to the provisions set in Art. 1.12.

1.18.3 INVALIDITY In the event that any Article or its part, paragraph, clause forming part of this Agreement is held to be invalid or unenforceable, then such Article or its part shall be severed, the remaining terms to remain in full force and effect.

1.18.4 MODIFICATION Modification to one Article or its part, to a paragraph or clause forming part of this Agreement shall be subject to Mixvoip approval before it is deemed enforceable. Ultimate approval will require written acceptance of the requested modification by Mr Loïc Didelot. Lacking thereof will result in non-applicability and invalidity of said modification.

1.18.5 ADVERTISING Prior written agreement by both Parties is required for any public announcement regarding the Products or Services covered by this Agreement.

1.18.6 RELATIONSHIP OF THE PARTIES The Parties' relationship pursuant to this Agreement is solely that of independent contractors. This Agreement does not create any partnership, joint venture or similar business relationship between the Parties. Neither party is a legal representative of the other party.

1.18.7 NO THIRD-PARTY BENEFICIARIES This Agreement is intended solely for the benefit of the Parties hereto and does not confer any rights or remedies upon any person other than the Parties.

1.18.8 LANGUAGE DISCREPANCY In the event of a discrepancy or inconsistency between the English language version and any other language version of these Terms & Conditions, the English version shall prevail, govern and control.

1.19 JURISDICTION

In case of difficulty of implementation and/or interpretation of the Agreement and after failure of amicable settlement, express jurisdiction is attributed to the courts as follows:

Mixvoip SA, 70 rue des Prés L-7333 Steinsel – Luxembourg
- Court of Luxembourg City – LUXEMBOURG

Mixvoip Srl, Avenue de Finlande 5 – B-1420 Braine l'Alleud – Belgium
- Court of Brussels – BELGIUM

Mixvoip GmbH, Max-Planck-Strasse 22 D-54296 Trier – Germany
- Court of Trier – GERMANY

Mixvoip SAS, 4 rue Marconi F-57000 Metz – France
- Court of Metz – FRANCE

notwithstanding multiple defendants of the introduction of the third Parties, including for emergency, conservatory, interim or complaint measures. .

CHAPTER 2
PROJECT, DELIVERY AND SUPPORT SERVICES

2.1 PROJECT DELIVERY AND IMPLEMENTATION

2.1.1 Installation, delivery and implementation of a Product or Service is subject to mandatory acceptance of these Terms and Conditions. The acceptance of a Client Purchase Order (PO) shall not constitute a derogation to the present Terms and does not serve to modify or amend these Terms, according to the provisions set in Art. 1.2.2.

2.1.2 Mixvoip will use reasonable endeavors to carry out the project and to produce and deliver the Goods and its Products or Services according to the specifications stated in the Quote. Within the frame of Art 1.5 of the present Terms, Mixvoip will contact the Client in order to implement and deploy its Products or Services. The Client is aware and accepts that some services might not be available is his/her geographical area. The Client understands and agrees to hold Mixvoip harmless from any claim regarding such regional limitations in Products or Services due to his/her location

2.1.3 The Client understands and agrees that implementation time may vary and indemnifies Mixvoip from any liability. Mixvoip commits to inform the Client by communicating in a timely manner about any change in the planning that may arise.

2.1.4 Upon delivery to the Client Mixvoip will bill for the hardware and, where applicable, the hardware license. In case of a phased execution of the project, Mixvoip reserves the right to invoice partially or in full for the works executed.

2.1.5 If a funding option is chosen, the client agrees and accepts to provide Mixvoip with its financial statement and or any necessary document as reasonably requested by Mixvoip, in order to assess project viability, financial health, credit risk, compliance and identity verification (so-called KYC). Mixvoip reserves the right to refuse the funding option for any reason whatsoever. In the event of a funding option refusal, the project shall stop without prejudice to the provisions set in Art. 2.1.4

2.1.6 Mixvoip may request a prepayment prior to the delivery. In such case Mixvoip will provide the Client with a proforma invoice for the prepayment.

2.2 DELIVERY NOTE AND ACCEPTANCE

2.2.1 Mixvoip reserves the right to request to the Client written acceptance through a Delivery note as proof of a delivery and or proof of installation or configuration of a Product or Service. The Client shall either accept a Product or Service or notify Mixvoip of any reproducible error or defect in a Product or Service (hereinafter "Defect").

2.2.2 If the Client fails to accept a Product or Service or fails to notify Mixvoip of any Defect within 10 days of the delivery of a Product or Service, that Product or Service will be deemed to have been accepted.

2.3 SUPPORT SERVICES AND ASSISTANCE

2.3.1 Mixvoip shall perform the Support Services as set out in the Agreement with reasonable skill and care. The Support Services can be executed remotely and or in person at the Client's premises (so-called On-site intervention). Geographical Limitations may apply with regards to On-site Interventions (Article 2.5.7)

2.3.2 The Client is aware that On-site interventions conducted during night hours may incur additional costs, according to the legal regulations governing night work. The Client acknowledges that a 50% markup on time and travel expenses is applied during night interventions.

2.4 SUPPORT SERVICE REQUEST

2.4.1 Support Service requests can be submitted by the Client in writing via mixvoip.com/support. Performance of said Support Service requests is subject to billing on a time and material basis, in accordance with Art. 1.8.2. Exceptions apply for Warranty cases as set forth in Art.2.6 and Art.2.7.

2.4.2 Should the Client choose to conduct an external audit, security check, or penetration test to verify Mixvoip's compliance with GDPR, ISO 27001, or to assess whether Mixvoip meets the requirements to be an acceptable supplier for a Digital Operational Resilience Act (DORA)-certified entity, the Luxembourgish Professionals of the Financial Sector (PSF) regulatory framework, and/or the Network and Information Security Directive (NIS2), or any other applicable regulation, framework, or standard, the Client may do so, provided that the Client gives reasonable notice to Mixvoip, and the audit or test is conducted in a manner that does not disrupt Mixvoip's normal business operations. If Mixvoip's assistance, consulting, the involvement of its employees, or the completion of any forms and internal assessment documents is required during such an audit, security check, or

penetration test, Mixvoip reserves the right to bill the Client at a rate of 250.00 € per hour for the time and effort of its employees.

2.5 TECHNICAL ISSUES - SUPPORT ACCESS

2.5.1 In the event that the Client notifies Mixvoip of any issue and if the issue can be reproduced by Mixvoip, Mixvoip shall remedy such issue in accordance with the provisions set forth in Art. 2.6.

2.5.2 Notification must be done in writing via mixvoip.com/support. Access to Support Services is regulated by the type of SLA (Service Level Agreement) subscribed by the client. The SLA is considered active only if all invoices are paid, in full, and within the payment terms.

2.5.3 According to business best practices, Mixvoip shall use best efforts to remedy the issue within reasonable time periods, but it will not be responsible for additional costs or expenses incurred by the Client as a result of the failure to remedy the issue within these time periods.

2.5.4 Support hours: Support hours refer to the designated period during which the Client may submit a report on an issue. Support hours may vary according to the type of SLA subscribed (see Table 2.5.10).

2.5.5 Time calculation: Time is calculated in Hours. Maximum Response Time, Time To Intervene and Time To Recover all define the time allocated by Mixvoip to perform the necessary actions for remediation. In case an information or an action from the Client is deemed necessary and is requested by Mixvoip, any delay that may arise from or is related to such action and the resulting waiting time must not be accounted for.

2.5.6 Fault processing: The actions and resources allocated by Mixvoip's Support Services that aim to detect, diagnose, rectify and or overhaul a fault or issue reported by the Client. Fault processing hours vary according to the type of SLA subscribed for a specific product. The Client is informed and agrees that he or she may be requested to unplug or plug devices and cables, perform a ping test, or open a browser and access various Internet interfaces

2.5.7 On-site interventions are exclusively guaranteed within specified geographical areas, as defined below

For Luxembourg: Entire Territory

For Belgium: Entire Territory

For Germany (Rheinland-Pfalz) limited to: Trier, and Landkreis Trier-Saarburg. Bitburg, Prüm, and Eifelkreis Bitburg-Prüm. Morbach, Wittlich and Landkreis Bernkastel-Wittlich. Cochem, Kaisersesch and Landkreis Cochem-Zell. Koblenz, Weißenthurm,Vallendar and Landkreis Mayen-Koblenz. Daun, Gerolstein and Landkreis Vulkaneifel. Saarland: Entire Territory.

For France (Région Grand-Est) limited to: Longwy and Arrondissement of Val-de-Briey. Thionville and Arrondissement of Thionville. Metz and Arrondissement of Metz. Northern part of the Arrondissement of Nancy limited to Nancy. Saint-Avold and Arrondissement Forbach-Boulay-Moselle. Département Nord limited to: Lille and Arrondissement of Lille. Valenciennes and Arrondissement of Valenciennes

2.5.8 Clients located outside these designated regions/countries may receive only remote support, and the Time to Intervene (TTI) and Time to Recover (TTR) cannot be guaranteed in such cases.

2.5.9 Mixvoip reserves the right to pass on to the Client any costs it incurs for re-solving issues not attributable to Mixvoip, its actions, or its suppliers. This includes problems originating within the Client's perimeter or depending on a third party. Such costs, including the intervention of a Mixvoip Technician, will be invoiced to the Client at Mixvoip's standard hourly rate.

Hourly rate	Monday to Friday day: 07:00 – 20:00 night: 20:00 – 07:00	Saturday day: 07:00 – 20:00 night: 20:00 – 07:00	Sunday & public holidays day: 07:00 – 20:00 night: 20:00 – 07:00
Technician	108.00 € day 162.00 € night	162.00 € day 216.00 € night	216.00 € day 270.00 € night
Engineer	129.00 € day 193.50 € night	193.50 € day 258.00 € night	258.00 € day 322.50 € night
Travel	54.30 € day 81.45 € night	81.45 € day 108.60 € night	108.60 € day 135.75 € night

2.5.10 The following is a table whose purpose is to facilitate the comprehension of the different Service processing times (Support hours, Fault processing, Maximum Response Time, Maximum TTI, Maximum TTR) according to the different type of Service Level Agreement (SLA).

Incident report priority	Consequences	Details
P4	No impact on the Service or planned intervention	No impact on Customer's daily operations. Action on best effort, or based on agreed planned intervention with the Client
P3	Minor impact. No significant consequence on the Service or on daily operations	Important features or functionality are unavailable, but a workaround is possible. Less significant features are unavailable with no reasonable workaround, or an issue occurred but the consequence on Client's daily operation is limited
P2	Major impact. Serious degradation of the Service. Daily operations still possible but seriously affected	The Services is still active but does not perform according to the specifications and one of the following conditions is met: Important features are unavailable with no acceptable workaround. Performance or availability of the Service is affected. Serious impact on Client's productivity.
P1	Critical impact. Complete failure of the Service	Usage of the Service is stopped or severly impacted. No acceptable workaround available. Client's daily operation are stopped..

SLA on incident reports P1 and P2	Basic	Standard	Office	Retail	Business	Advanced
Uptime guarantee	none	99.80%	99.80%	99.85%	99.90%	99.95%
Support hours	Monday to Friday 09:00-16:00	Monday to Friday 08:00-17:00	Monday to Friday 08:00-18:00	Monday to Friday 08:00-18:00	Monday to Friday 07:30-18:00	Monday to Friday 07:30-18:00
Fault processing	Monday to Friday 09:00-16:00	Monday to Friday 09:00-17:00	Monday to Friday 08:00-18:00	Monday to Sunday 08:00-18:00	Monday to Sunday 07:00-19:00	Monday to Sunday 00:00-24:00
MTR	best effort	12 hours	4 hours	4 hours	3 hours	2 hours
TTI	best effort	24 hours	8 hours	8 hours	6 hours	5 hours
TTR	best effort	24 hours	10 hours	10 hours	8 hours	7 hours
communication channels						
E-mail	yes	yes	yes	yes	yes	yes
Phone	no	yes	yes	yes	yes	yes
Phone queue priority	n/a	standard	priority	priority	priority +	priority ++
Web chat	no	no	yes	yes	yes	yes
Matrix chat	no	no	no	no	yes	yes
credits						
Credit per hour of downtime	not eligible	20% of the monthly Service price	20% of the monthly Service price	25% of the monthly Service price	30% of the monthly Service price	40% of the monthly Service price
Max. credit possible	not eligible	50% of the monthly service price	50% of the monthly service price	75% of the monthly service price	100% of the monthly service price	200% of the monthly service price

Maximum Time to Intervene (TTI): This refers to the maximum time allowed from when an issue is submitted to when intervention begins to address the fault. This time is also counted within the fault processing hours.

Maximum Time to Recover (TTR): This is the total time taken from the start of the submission to the resolution of the issue. Similar to the other metrics, this time is strictly calculated within the fault processing hours.

Incident levels: Categorization of incidents based on their severity, impact on operations, and urgency of response. This prioritization ensures that resources are allocated effectively, with the most critical issues receiving prompt attention, while less severe incidents are addressed appropriately according to their level of importance. Client is informed that only incidents categorized as Priority 1 (P1) and Priority 2 (P2) will initiate the SLA clock. These priority levels are deemed to have a significant or high impact on service operations and are therefore eligible for formal SLA time tracking.

Uptime vs. Downtime: Uptime and Downtime are metrics used to measure the operational status of a Service. Uptime refers to the period during which the system is fully functional and available for use, indicating reliability and consistent performance. Downtime is the period when the System is unavailable or not operating correctly.

Disrupted Service: Disrupted Service refers to any instance where a Service provided by Mixvoip is temporarily unavailable, degraded, or operating below its normal level of functionality. This definition applies solely to the specific Service experiencing the issue (e.g., Internet connectivity) and does not extend to other Services that may rely on the affected Service to function optimally. The status of other Mixvoip Services, which remain accessible through alternative methods or are not directly impacted, therefore will not be considered Disrupted Service.

Compensation credits: Downtime credits are calculated as a percentage of the monthly Service fee for the disrupted Service, proportional to the number of hours the disrupted Service is unavailable. For example, if the downtime credits rate is 20% per hour of outage and the monthly service fee is 100.00 € then for 2 hours of downtime, means a credit of 20% of 100.00 € for each hour. This calculation results in a 40.00 € credit for the two-hour outage.

Maximum level of credit possible: The maximum total credits the Client can receive each month are capped at a percentage of the monthly Service fees and only for the specific disrupted Service

2.5.11 CLAIM CREDIT FOR SERVICE LEVEL AGREEMENT (SLA): Definition and procedure. A Claim Credit is a form of compensation available to the Client when Mixvoip fails to meet the agreed-upon service levels. Specifically, if the Recover time (TTR) of an issue exceeds the time frame specified in the SLA Table above, the Client is entitled to claim credits as compensation for the delay. To be eligible for a Claim Credit, the Client must submit a request via mixvoip.com/sla/claim detailing the instance where Mixvoip did not meet the SLA conditions. The request must include the specifics of the service failure, such as the nature of the issue, the time it was reported, and the time it was resolved. The time counter starts when the report is submitted (Art. 2.5.2) and is calculated according to the provisions set in Art. 2.5.5.

2.5.12 The total amount of Credits available is calculated for each separate claim. Credits correspond to the exceeding delay beyond the Time to Recover defined by the SLA for a specific Service.

2.6 NOTIFICATION & REMEDIATION OF DEFECTS IN PRODUCT OR SERVICES

2.6.1 Client is responsible for all aspects regarding technical feasibility and the applicability of the Product or Service to its needs.

2.6.2 Mixvoip warrants that for a period of 1 (one) month following the date of acceptance of the Product or Service supplied to Client, such Product or Service will perform substantially in accordance with provisions set out in the Quote.

2.6.3 Client shall notify via www.mixvoip.com/support any Defect in Products or Services as soon as reasonably possible, in writing and in sufficient detail for Mixvoip to be able to categorize and classify the priority of the Defect for remediation. If the Defect can be reproduced by Mixvoip, Mixvoip shall take actions for remediation.

2.6.4 Upon receipt of written notice of a Defect, Mixvoip shall take actions for remediation of that Defect depending upon the priority of the Defect. The urgency of a Defect and the time within which Mixvoip shall remedy are governed by the SLA subscribed for that specific product or Service (see Table in Art. 2.5.12)

2.6.5 The Client understands and accepts that the procedure set in Art. 2.6.4 shall not apply if the Product or Service has been altered without the written permission of Mixvoip or is used otherwise than in accordance with its purpose. Similarly, Art.

2.5.7, Art. 2.5.8, Art. 2.5.9, as well as Art. 2.5.12 will be held invalid or unenforceable in such case.

2.6.6 Mixvoip reserves the right to pass on to the Client the costs it incurs relative to Product or Service Defects that are not attributable to Mixvoip's actions or depending from a third party, at Mixvoip's rates applicable at the time.

2.7 LIMITED HARDWARE WARRANTY

2.7.1 Mixvoip guarantees the hardware provided under this Agreement against defects in materials and workmanship under normal usage conditions for a period of 24 months from the date of delivery unless otherwise stated in writing. This limited warranty does not cover damage caused by, but not limited to: improper handling or inadequate storage; falls or impacts; fire or water exposure; lightning strikes or power surges; the use of unauthorized power supplies; operation in environments unsuitable for electronic devices; or exposure to excessive dust or pollution..
This limited warranty is void if the hardware has been subjected to misuse, abuse, accident, neglect, or modification by any party other than Mixvoip.

2.7.2 Exceptions to the warranty period are applicable to items identifiable as Mobile devices (including but not limited to Smartphones, DECT phones, wireless devices), for which the warranty period is 12 months from the date of invoice. Any battery and or other power source device is excluded from Art. 2.7.1. Nonetheless such devices are covered by a 2 months limited warranty.

2.7.3 The warranty period shall not be extended as a result of any warranty service provided: replace or repair time shall not be considered reason for an extension of the warranty period. In case of a hardware replacement under warranty period, warranty coverage shall not be extended nor shall a renewed warranty period apply to the replacement unit, thus the remaining warranty period shall stay as per the original purchase date (as stated on the invoice).

2.7.4 Limitation of warranty: the provisions set forth in Art. 2.7.1 shall only apply to hardware that is sold as new. Limited warranty period may apply for used and re-conditioned devices sold by Mixvoip (so-called "B stock devices"). Leased devices are therefore excluded from Art. 2.7.1. Rented or leased hardware is covered by commercial warranty and governed by the different type of SLA (Service Level Agreement) subscribed by the Client.

2.7.5 Warranty claim Recover: in case a claim for defective hardware is submitted, in accordance with the provisions set in Art. 2.6 Mixvoip will proceed, at its own discretion, to repair or replace the defective unit. In case of a replacement, Mixvoip reserves the right to replace any faulty hardware during the warranty period with a new or used product that is of equal or superior quality.

2.7.6 Only the defective unit is deemed to be covered by the hardware warranty, therefore any cost that may arise out of or is in any way related to a warranty claim is excluded from warranty and is to be born by the Client (i.e.: travel costs, logistics and shipping fees, workmanship, installation, setup or other hardware configuration).
Mixvoip shall bear all expenses associated with hardware repair and or shall provide a suitable replacement, at its sole cost. The return procedure is detailed in below Art.2.7.8

2.7.7 Other limitations to the Manufacturer warranty may apply. The Client agrees and accepts that normal wear and tear and consumables are excluded from warranty and that single parts can become inoperative if subject to excessive wear. Client is informed that cosmetic wear and tear and slight color variations resulting from repairs or replacements are not to be considered as defects and are therefore not covered by warranty.

2.7.8 Return Procedure: the defective hardware under warranty must be sent in for inspection and will be subject to the Return Merchandise Authorization (RMA) procedure. RMA response is subject to Manufacturer's approval in order for Mixvoip to proceed with repair and or replacement of the suspected defective part. It is hereby agreed that in the event of a manufacturer's rejection, and regardless of the grounds thereof, such rejection shall be final and not disputable. Consequently, the warranty shall be deemed void, without prejudice to any further replacement or intervention by Mixvoip.

2.8 ADDITIONAL WARRANTY - DEFINITION OF A GRACE PERIOD

2.8.1 In conformity with Art. 2.6.2, any hardware installed by Mixvoip to provide its services, if reported malfunctioning, will be replaced free of charge, during a 1 month grace period. No travel costs, workmanship or other setup or configuration fee for the replacement of the defective hardware will be applied by Mixvoip during the 1 month grace period. The grace period starts the following day after the delivery or installation of said hardware. This shall apply exclusively to hardware installed by Mixvoip, that has been registered in a Delivery signed and acknowledged by the Client. Geographical limitations apply to Grace period's travel cost for hardware replacement with limitations to the territories/regions as defined in Art. 2.5.7.

2.9 STOCK-GUARANTEED HARDWARE

2.9.1 All Hardware sold or installed by Mixvoip is deemed to be functional and free of defect and it is covered by the Hardware Warranty (Art. 2.7).

2.9.2 With Stock-guaranteed hardware, Mixvoip provides an additional Service Warranty aimed at ensuring continuity, compatibility and performance to a higher standard.

2.9.3 Mixvoip grants stock availability for its Stock-guaranteed hardware: in case of a hardware failure, Mixvoip can replace the failing device with a unit that is equivalent or with a better model.

2.9.4 In case of Stock-guaranteed hardware failure during the Warranty period, as defined in Art. 2.7.1 Mixvoip provides a replacement unit during the RMA process (Return Merchandise Authorization).

2.9.5 Limitations to Stock-guaranteed hardware warranty. Lifespan: The TTI (Time To Intervene) and TTR (Time To Recover) obligations expire 5 years after the purchase date of the Stock-guaranteed hardware. Purchase date is considered as the date indicated on the invoice for the sale of the Hardware. Geographical limitations apply to TTI and TTR according to the provisions set in Art. 2.5.7.

2.9.6 For all other hardware that is not Stock-guaranteed, TTI and TTR cannot be guaranteed.

2.9.7 List of Stock-guaranteed hardware. Hardware from the list below is considered as Stock-guaranteed hardware. Any other device that may be present or installed by Mixvoip at the Client's premises and that is not listed below, cannot be considered as Stock-guaranteed hardware. Hardware sold by Mixvoip, that does not fall under these criteria is not deemed as Stock-guaranteed. However such hardware is covered by the Limited Hardware Warranty as defined in Art.2.7.1.

AVM: Fritzbox
ControlByWeb: WebRelay-Quad
D-Link: DGS-1210-10P, DGS-1210-28P, DGS-1210-52MP
Gigaset: N860, N670, R700H, SL800
Grandstream: WP825
Grandstream / Cisco: 2 port FXS ATA 32 port FXS analog gateway
Grandstream / Patton / Sangoma: 32 port FXS analog gateway
Huawei: AirEngine 5761-11, AirEngine 5761-21 S5735-L8P4X-A1, S5735-L24P4X-A1, S5735-L48P4X-A1
Jabra: Engage 75, Evolve2 55, Engage 55, Evolve2 40
Mikrotik: RB4009, RB5009
Sangoma / Patton: 8 port BRI/ISDN gateway ,4 port PRI/E1 gateway
UniFi Ubiquiti : U6 Pro, U6 Lite
Yealink: T53, T53W, T54W, T57W, T58W, CP965, CP925

2.9.8 List of deprecated Stock-guaranteed hardware. Hardware from the list below might be deprecated or may be no longer available on the market, however Mixvoip guarantees that in case of failure such hardware can be replaced in conformity with Art. 2.9.3.

Gigaset: R650, SL750, N720, N510
Grandstream: WP820, WP822
Mikrotik: RB2011, RB3011
UniFi Ubiquiti : AC Pro, AC Lite
Yealink: T42 T46 T48

CHAPTER 3
SERVICES, SET UP AND LIMITATIONS

3.1 CABLING AND ON-SITE WORK

3.1.1 The customer is required to have a confirmed, functional, structured, and properly labeled network cabling that adheres to industry standards, including compliance with the ANSI/TIA-568-E and ISO/IEC 11801 international standards. These standards ensure proper installation, labeling, and performance of cables, connectors, and network components to support reliable connectivity and data transmission. If these requirements are not met, Mixvoip cannot guarantee the functionality or performance of the installation.

3.1.2 Should Mixvoip need to rectify the cabling, the work will be billed at Mixvoip standard technician rate. Alternatively, if the Client chooses to hire an external provider to address the cabling issues, Mixvoip reserves the right to charge for the extra time spent diagnosing the cabling problems, along with any additional travel time required to return and complete the installation.

3.1.3 Mixvoip will perform cabling work as described in the Agreement. Any drilling work will be conducted only with the prior and explicit agreement of the Client. A basic cleanup of the work site limited to the removal of dust, debris, and residues directly related to Mixvoip's cabling or drilling work.may be performed if the Client supplies a vacuum cleaner for this purpose. It does not include deep cleaning, or restoration of the site to its original condition. The Client acknowledges that Mixvoip Technicians or Engineers will not engage in any tasks or duties categorized as building, plastering, insulation, painting, metal cutting, or other construction-related activities. Furthermore, Mixvoip shall not be held liable for issues such as humidity, water leaks, or insulation defects that may arise from or be associated with Mixvoip's cabling work, as these matters fall outside the scope of Mixvoip's responsibilities and expertise.and are not covered under the services provided. Additionally, the Client acknowledges that drilling or cabling work may affect the integrity of fire doors, firewalls, or other fire-resistant partitions. Should re-certification be required as a result of such work, this responsibility lies with the Client, not Mixvoip. Mixvoip shall not be responsible for any costs or actions related to re-certification.

3.2 SITE SURVEY AND CLIENT RESPONSIBILITIES

3.2.1 Where included in the Agreement, Mixvoip will carry out a detailed site survey to assess the installation site, ensuring the highest standards of care and professionalism. During this process, the Client is responsible for sharing any relevant information known to them that could affect the findings or conclusions of the site survey report produced by Mixvoip.

Unless Mixvoip has been expressly assigned the task of assessing the pre-existing cabling, its quality and suitability are assumed to have been verified by the Client according to art. 3.1.1. The Client also recognizes that the outcomes of Mixvoip's site survey regarding wireless transmissions—including WiFi, Bluetooth, or other wave-based technologies—may be influenced by the building's structural features. As such, the site survey should be regarded as advisory and not as binding commitments or guarantees from Mixvoip.