



Service Level Agreement

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This Schedule is a Schedule of Fusion Telecom's General Terms and details our general level of service for all Services, and therefore is applicable to all Services. This Schedule forms part of the Contract between us and you.

Some of the words and phrases in this document mean specific things and they are capitalised all the way through and explained in the Defined Terms section at the end of this document, and where they are not, they are explained in the Defined Terms section in the General Terms document.

'FT', 'we', 'us' and 'our' mean Fusion Telecom Ltd, a company registered in England & Wales under Company Number 11608562

'You' and 'your' mean the Client.

Phrases that refer to 'either', 'neither', 'each of us', 'both of us', 'we each' or 'we both' mean one or both of Fusion Telecom and the Client, whichever makes sense in the context of the sentence.

The words 'include' or 'including' do not limit something to just those examples that follow.

Any time either of us has a right or obligation that we "may" exercise or perform, then whether either of us chooses to exercise or perform that right or obligation will be in that party's sole discretion.

1. Service Levels

- 1.1. Service Levels will be measured by us on a calendar half yearly basis.
- 1.2. While this SLA defines our Service Level in terms of if, and when, Service Credits are received, we seek to significantly exceed this Service Level and therefore you should expect to receive a Service Level significantly higher than that which is defined below.
- 1.3. The Service levels will apply to Incidents traced to the FT Network and our Services only and not to CPE or your, or your Users' network connectivity related Incidents.

2. Provisional Start Date

- 2.1. We will use all reasonable commercial efforts to provide the Service(s) in accordance with the Provisional Start Date. The Provisional Start Date is recorded on the Order and is based on information provided by you as well as taking into account our experience of similar past implementations.
- 2.2. If information we have received from either you or third parties on who we are depending to provision the Services, turns out to be incomplete or inaccurate, or if you request a change to the specification of one or more of the Service(s), we may have to revise the Provisional Start Date, which we will do so without any liability to you.

3. Availability and Warranty

- 3.1. We will use all reasonable commercial efforts to provide the Services in accordance with this SLA but do not warrant that:
 - 3.1.1. the Services will be continuous throughout the Contract Period since it is technically impracticable to provide a fault free Service and we do not undertake to do so, and the quality and availability of the Services does rely in part upon services and infrastructure provided by third parties over whom we have limited control;
 - 3.1.2. do not warrant that your use of the Services will be uninterrupted or error-free; or that the Services and/or the information obtained by you through the Services will meet your requirements.
 - 3.1.3. we will always be able to meet our restoration target where the fault results from circumstances outside our reasonable control;
 - 3.1.4. the Software is completely free of minor bugs and errors or will be completely compatible with any of your systems with which it interfaces or the browser or other technology that you use to access the Software and the Services.
- 3.2. Availability of the Services will be 99.5% (ninety nine point five percent).
- 3.3. Availability of the Services is calculated as the percentage of time that the Services are accessible. In calculating this, any non-availability arising from the following causes will not be included:
 - 3.3.1. planned and emergency maintenance;
 - 3.3.2. any cause beyond our reasonable control (force majeure);
 - 3.3.3. any failure in your systems, facilities or communications networks;
 - 3.3.4. any failure by you to use the Services in accordance with our usage instructions.
- 3.4. The time of unavailability will be counted from such time as we ought to reasonably be aware of the unavailability until the Services are accessible.

3.5. The calculation used to measure availability is as follows:

T = total time in the quarter, measured as total number of days in the calendar quarter x twenty four hours x sixty minutes. A = time Service available (T-U). U = time Service is

not available (X-Y). X = total unavailability. Y = excluded unavailability (as per the exclusions listed above).

$$\text{Availability Percentage} = A/(T-Y) \times 100$$

4. Latency

- 4.1. If latency, which is the time it takes in milliseconds for a data packet to travel from, and return to, your CPE (travelling to the core network providing our Service), falls below that which can reasonably be expected for services generally similar to the Services, we will carry out an investigation with you to understand the cause of the delay so that it can be addressed accordingly. If the cause lies in your network, we will share the results of the investigation to enable you to address it. We will be responsible for addressing any latency problems shown to be caused by a failure in our own system.
- 4.2. Our Services are monitored twenty-four hours a day, seven days a week and we have developed bespoke monitoring tools to monitor system components and processes in real time and alert us at certain thresholds.

5. Incident Levels

- 5.1. **Priority 1 ("P1"):** Service Incident - A complete loss or major degradation of one or more of the main elements of the Services, and as such having a critical impact to the ability to use the Services.
- 5.2. **Priority 2 ("P2"):** Service Incident - A noticeable degradation or issue with any part of the Services that has a significant impact on the Client's ability to conduct business as usual.
- 5.3. **Priority 3 ("P3"):** Service Incident - Single user affected, or the operation of part of a Service is degraded in such a way that the Client is able to continue without a serious short-term impact to their operations.
- 5.4. **Priority 4 ("P4"):** Change Request (orders, cancellations and configuration changes), Information Request, Planned Works and Complaints.

6. Response and Restoration

- 6.1. We are committed to fixing faults as quickly as we reasonably can. We rely on you to promptly report any faults to us to help us meet our Service Levels; please report faults by telephoning us on 03333 660 560 option 1 (or, if you are unable to telephone, by e-mail to clients@fusion-telecom.co.uk). Details of fault response, communication updates and Service restoration target times are shown in relation to each Service in the applicable table below. Please note that restoration times cannot always be guaranteed for the reasons described in clause 3.
- 6.2. We will work routinely during Normal Working Hours. Any request from us to you to carry out work at other times may be refused by you. Any request by you for us to carry out work at other times may be refused by us, but if accepted we will charge for such work at our then current standard rates, unless otherwise explicitly specified on the Order.
- 6.3. To investigate and resolve faults under this SLA we may require that your personnel be onsite and that remote access to the Service, or affected product or system be available to allow remote diagnostics and maintenance.

- 6.4. We need you to give us the following information so that we can meet our obligations to investigate and resolve faults under this SLA:

- 6.4.1. if applicable, telephone number(s) that is/are faulty or connected to the fault;
- 6.4.2. detailed information about the fault;
- 6.4.3. how long the fault has been in existence and how many calls/agents have been affected;
- 6.4.4. the terminating number(s);
- 6.4.5. details of any local tests you have carried out to try to establish the source of the fault.

- 6.5. The response, update and resolutions times are as follows:

6.5.1. Normal Working Hours

- 6.5.1.1. **P1:** Response within 1 hour, Updates every 1 hour, Restoration within 12 hours.
- 6.5.1.2. **P2:** Response within 2 hours, Updates every 3 hours, Restoration within 24 hours.
- 6.5.1.3. **P3:** Response within 1 day, Updates on request, no Restoration SLA.
- 6.5.1.4. **P4:** No SLA.

6.5.2. Outside Working Hours*

- 6.5.3. **P1:** Response within 3 hours, Updates every 3 hours, Restoration within 24 hours.
- 6.5.4. **P2:** Response within 6 hours, Updates every 9 hours, Restoration within 72 hours.
- 6.5.5. **P3:** Response within 3 days, Updates on request, no Restoration SLA.
- 6.5.6. **P4:** No SLA.

*Updates are not provided between 18:00 and 08:00.

7. Escalation and De-escalation

- 7.1. **P1:** Escalation for a P1 Service Incident is:

Clients Executive: Immediate
 Clients Manager: Immediate
 Head of Operations: Immediate
 Managing Director: + 6 hours

- 7.2. **P2:** Escalation for a P2 Service Incident is:

Clients Executive: Immediate
 Clients Manager: + 2 hours
 Head of Operations: + 4 hours

- 7.3. **P3:** Escalation for a P3 Service Incident is:

Clients Executive: Immediate

Clients Manager: + 24 hours

Head of Operations: + 1 week

- 7.4. We both may agree that Priority 1 Incidents may be downgraded to Priority 2 Incidents, and Priority 2 Incidents may be downgraded to Priority 3 Incidents, following the application of a temporary solution.

8. Service Credits

- 8.1. **P1:** Ten percent of the average monthly amount, which is calculated by adding all fixed charges that relate explicitly to the Service(s) affected incurred by you over the previous three full calendar months, and dividing by three, in the event that Restoration Time SLA is breached on two or more instances in a three-month period following the Actual Start Date and the cause of the issue on two or more occasions has been directly within our control.
- 8.2. **P2:** Ten percent of the average monthly amount, which is calculated by adding all fixed charges that relate explicitly to the Service(s) affected incurred by you over the previous three full calendar months, and dividing by three, in the event that Restoration Time SLA is breached on five or more instances in a three-month period following the Actual Start Date and the cause of the issue on two or more occasions has been directly within our control.
- 8.3. **P3:** No Service Credits offered.

9. Limits on our Obligations in this SLA

- 9.1. For the purposes of calculating whether we have restored the Services in accordance with this SLA the period of unavailability will commence at the time a fault is first reported to us by you. The period of unavailability ends when our systems and test procedures log that restoration is complete.
- 9.2. We will not be in breach of the restoration target times and Service levels under this Schedule will not apply, and as such you will not be liable to receive Service Credits if we cannot restore the Services in accordance with the applicable target because:
- 9.2.1. you fail to report a fault or you have used the Service not in accordance with our Acceptable Use Policy;
- 9.2.2. we modify the Services at your request, or you modify the Services, and an unforeseen error results in a fault that we cannot trace within the target restoration times;
- 9.2.3. we have suspended provision of the Services in the circumstances allowed for in the Contract;
- 9.2.4. the fault results from a failure in your systems or those provided to you directly by any other service provider and you fail to allow us such access as may reasonably be required in order to trace, and resolve, the fault.
- 9.2.5. clause 8 of the General Terms applies, or the Service is operating during a trial period,
- 9.2.6. of failures due to any Force Majeure Event;

- 9.2.7. you cause a delay or do not provide any requested information in accordance with any reasonable timescales we tell you about;
- 9.2.8. Incidents are reported by you but not able to be confirmed as an incident by us, or any failure of access is due to from suspension of Service by us for breach of contract by you;
- 9.2.9. of disruptions occurring within pre-notified engineering works window;
- 9.2.10. of outages due to Planned Maintenance, or of outages due to unscheduled upgrades requested by you that cannot be performed during Planned Maintenance, or of outages due to applicable national laws, customs, or regulations;
- 9.2.11. of any Incidents caused by you or your Users' due to:
- 9.2.11.1. action or inaction; or unavailability of your personnel in order to determine and/or isolate the Incidents or
- 9.2.11.2. your delays caused by your or your Users' applications, equipment or supplier;
- 9.2.12. of outages whereby our support/repair staff or our subcontractors are unable to gain access to your Site, for reasons attributable to you, to carry out necessary repair work;
- 9.2.13. of unavailability of our Services as a result of problems with environmental conditions (power, climate, housing, switch off) at your, or your Users' Sites;
- 9.2.14. of your failure to follow agreed procedures or of the introduction of unauthorised changes to CPE (if applicable) or Client Equipment failure or if you have not complied with the Contract.

- 9.3. A design flaw does not create an Incident. If the product is working as designed, even though the design is not ideal, the correction needs to take the form of a Service Request to modify the design. The Service Request may be expedited based upon the need, but it is a modification, not a repair.

10. Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the following meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, these defined terms will take precedence for the purposes of this Schedule):

“Incident” means an unplanned interruption to, or a reduction in the quality of, the Service or particular element of the Service.

“Response” means the time from when we are aware of the fault until we contact you.

“Restoration” means the time from when we are aware of the fault until we restore the Service or a work around is in place. If the Incident cannot be resolved immediately, we may provide a work around until the Incident is fully resolved.

End of Schedule: SLA