

SERVICE LEVEL AGREEMENT

These terms and conditions apply to the following:

Company Name	Company Number
TELAPPLIANT LIMITED	04632756
CONNEXIONS (GROUP) LIMITED	03647785
VOICE 2 VOICE LIMITED	04785166

YOUR SUCCESS OUR SOLUTIONS



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Telappliant Ltd
3 Harbour Exchange Square
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Telappliant Ltd and its group of companies ("**Company**") is a supplier of Managed Technology Services and the Client wishes that the Company provide those services to it.

This Service Level Agreement ("**Agreement**") sets out certain terms applicable to the Company's supply, and the Client's acceptance, of those services and forms part of the Contract between the Company and the Client for those services.

1. DEFINITIONS

1.1. Words beginning with a capital letter in this Agreement shall bear the meaning given in the Master Terms and Conditions unless the context requires otherwise. The following definitions in this clause also apply in this Agreement.

"**24x7 Support**" is 24 hours per day, 7 days per week.

"**Business Hours**" is during the hours of 9AM and 6PM, Monday to Friday, excluding public holidays, unless otherwise indicated in the Order Form.

"**Client**" is the business client using any of Telappliant's business services, which include but are not limited to the following services: IT support, telephony, Internet connectivity, cybersecurity, web hosting.

"**Company Network**" means Company controlled network and does not include any network element of third-party infrastructure.

"**Downtime**" shall mean loss of Service within Company's network. Downtime shall not include any Service unavailability during Company's scheduled maintenance of the Company's network and Services. Company shall be notified by email in advance of any scheduled maintenance.

"**Guidelines**" means any rules, codes, regulations or guidelines implemented by the Authority, whether before or after the Effective Date, that are applicable to the Services.

"**MCC**" means the Company's Master Terms and Conditions of Contract.

"**Order Form**" means the Client's order for the Services and/or the Goods as set out in an order form (in the Company's prescribed form) completed by the Client or the Client's written acceptance of a Quotation Form, as the case may be. "Order Form" shall be deemed to include the Client's order for Services and/or Goods placed by the Client via the Company's online portal (where the Client is permitted to order or provision services by this means).

"**Services**" are the communications services provided by the Company to the Client.

"**Service Provider**" is the Company, responsible for its service sales, support and business relationship with the Client.

"**Technical Support**" refers to the technical support services provided by the Service Provider.

"**Unit Hours of Operation**" shall reflect that the Service will be operated twenty-four (24) hours per day for each day of every month except during periods of scheduled maintenance. Downtime for each incident shall commence from the time the Company has accepted an error report (as evidenced by issuing an incident report number) from the Client regarding non-availability of the Services and shall continue until the Services are restored to fully operable condition.

1.2. A reference to a Clause is to a clause of this Agreement and a reference to a Condition is to a condition of the MCC.

2. SCOPE OF SERVICES

This Service Level Agreement ("SLA") governs the service level that the Company is expected to meet as well as the corresponding penalties for not meeting service levels as further specified for provision of the Company's services (the "Services"). The Company may modify this SLA at any time without prior notice by posting on its website or via letter or email to its customers, provided that such changes do not materially affect the nature or scope of the Agreement or the penalties / compensation available to the Client. The SLA will apply only for the Services specified in the Order Form.

This SLA shall not apply to issues, (a) caused by factors outside of the Company's reasonable control; or (b) that resulted from any actions or inactions of the Client.

3. PERFORMANCE

All Company Network services are continuously monitored to ensure rapid response to any faults, which may occur. Monitoring is carried out on all Services. Monitoring feedback is provided to Telappliant support staff, 24 hours, 7 days per week.

4. CLIENT SUPPORT

Technical Support can be contacted during Business Hours, via telephone, email or the Company online trouble ticketing system. The Company will strive to ensure that the Client is properly advised and supported, with a variety of flexible support products designed to meet specific business requirements, including Business Hours Support and 24x7 Support where applicable.

5. SCHEDULED OUTAGES

From time-to-time maintenance to the Service Provider network may be required, which may impact Client Services. Where possible such work will be performed outside of business hours. The client will be notified as far as reasonably practicable in advance of such upgrades via email / telephone or its web site no less than 5 business days of any scheduled outages.

In circumstances where an emergency service interruption is required, the Company reserves the right to undertake the service interruption without notice. In such cases the Company will use its best efforts to provide notification to the Client prior to any service interruption. Notification via email, telephone or web site may be used in case of an emergency service interruption.

6. OUTAGE NOTIFICATION

6.1. Major Outages

In the event that a network outage should occur with the potential to impact multiple Clients, the Company will communicate to clients via its web site or email.

Outage Notification

Initial Advice

- the Company will publish information via email or online advising of the existence of the outage.

Progress Advice

- Subsequent notices will be provided as and when required until the service is restored.

Close Off

- advice that the service is restored will be sent as soon as service restoration is complete.

7. SERVICE AVAILABILITY

“**Unavailable Hours**” is the total number of hours that the Service is unavailable according to severity definitions P1 and P2, below and except for Scheduled Outages (Clause 5) and factors outside of the Company’s reasonable control.

“**Service Availability**” is defined as the percentage of time the Services are available to the Client during the course of a month. The service availability % is calculated in accordance with the following formula:

$$\text{Total hours for the period less Unavailable Hours} / \text{Total Hours for the Period} \times 100\%$$

The Service Availability will be measured by the Company.

8. SERVICE LEVEL

The targeted minimum Service Availability for telecommunications services delivered from the Company data network is 99.95% each month.

Client Credit

Rebate will be payable where the Company, acting reasonably, determines that the Service Availability falls below the target level defined in Clause 14.2.

Disclaimer

Company will not be liable for any consequential loss or damage to the Customer which may result from any interruptions, delays, faults or errors in the supply of the Services.

9. SUPPORT AVAILABILITY

The Company will provide Technical Support to the Client during Business Hours unless stated otherwise on the Order Form.

10. SEVERITY LEVELS

Technical Support shall prioritise problems/requests according to the severity levels set forth below. The Company will use commercially reasonable efforts to respond to the severity level assigned to the problem:

Priority 1 (P1) – Critical/Service-affecting

The Service suffers an issue which cannot be reasonably circumvented, and which so substantially impairs the performance of the Service or any components of the Service, which are critical to the client’s business as to effectively render them unusable. These errors may include:

- An error having direct security impact on the services.

- An error that renders the services completely inoperative, e.g., inbound trunk, phone system down, etc.
- Inability to use the services, requiring an immediate solution.

Priority 2 (P2) – Severe

The Service suffers a partial service outage, which cannot be reasonably circumvented, and which substantially impairs the use of one or more portions or features of the Service required by client to perform necessary business functions but does not effectively render the Service unusable as a whole. If left unaddressed it may have a catastrophic effect on the operation of services. These errors may include:

- A reported defect that restricts the use of one or more features of the service but does not completely restrict use of the service.
- An error that substantially degrades the performance of the service, e.g., moderate system impact, temporary system hanging, significant number of extensions not working, main number not working.

Priority 3 (P3) – Major

The Service does not suffer an issue and allows the client to function normal business operations. These errors have a service affecting impact on the operation of the services, and if left unaddressed may have moderate effect on the operation of services. These errors may include:

- A reported anomaly in the service that does not substantially restrict the use of one or more features of the services and is a minor problem.
- An anomaly that may be easily circumvented or may cause improvement to the services.
- A feature of the service or a small part of a service does not function.

Priority 4 (P4) – Minor / Non-Service Affecting

The Service does not suffer an issue and allows the client to function normal business operations. These errors do not have a service affecting impact on the operation of the services.

11. RESPONSE SPECIFICATIONS

The severity level of the problems reported by the Client shall be determined by the Company. If there are any disputes regarding the severity level by the Client, they should raise this with their designated account manager. The Company will aim to resolve each reported issue with the Service by using commercially reasonable efforts to provide:

- a mutually acceptable reasonable workaround for the issue; or, if
- is not reasonably practicable, a specific plan of action regarding how the Company intends to address the reported error or issue and an estimate on how long it may take to correct the issue.

Client agrees to use commercially reasonable efforts to assist and provide information to the Company as required to resolve issues with the Service reported by the Client. In the event the Company fails to meet its obligations under this Section, the Company will endeavour to provide a temporary resolution.

12. FAULT REPORTING

Service faults can be reported to the Company helpdesk during Business Hours unless specified differently on the Order Form. The Company will accept fault reports by telephone, email or via its online trouble ticketing system. Response times are below:

Severity Level	Target Response Time	Target Resolution Time*
P1	1 hour	up to 4 hours
P2	2 hours	up to 8 hours
P3	4 hours	up to 3 working days
P4	8 hours	up to 5 working days

*Quoted resolution times are on a best endeavours basis only and may be subject to change if faults are due to factors outside of the control of Telappliant.

The Company will manage Service faults using the following criteria:

- Only those fault reports (support requests), which have been made in English language and as per escalation process will be addressed;
- Company will process support requests, issue trouble ticket tracking numbers if necessary, determine the source of the problem, and respond to all support requests from Client based on the response times.
- Until resolution, errors reported by client will be kept open;
- Company will inform the Client where resolution is not possible due to third party service/product dependencies;

13. FAULT REPORT COMMUNICATION

In the event of a fault report, the Company will communicate with the Client by sending and receiving fault information via telephone, email, or its online trouble ticketing system. The Company will provide a trouble ticket reference number within the Response Time stipulated in Clause 12. The fault will be considered open and until the Service relating to the fault is restored to fully operable condition.

14. REBATE FEES

14.1. Where a fault is attributed to the Company and the Services of the Client are unavailable for use for longer than the Target Resolution Time stipulated below and this breach has happened more than 3 times within a calendar month, the Company will provide a service fee rebate to the Client as follows:

Severity Level	Target Resolution Time	Service Fee Rebate
P1	Greater than 4 hours	10% of monthly recurring service fee
P2	Greater than 8 hours	5% of monthly recurring service fee

14.2. Service fee rebates will be provided upon submission of a service credit rebate form which is available from the Client account management representative, together with a written request from the Client sent to the Company and on the basis that the Client has reason to believe that a rebate will be due. The written request with the attached rebate form should be received by the Company within 14 days from which the incident occurred. Upon receipt of the written request with the attached rebate form, availability calculations will be provided to the Client to substantiate the validity of the claim. If valid, the rebate will be provided to the Client in the form of a credit for the next monthly bill. The fees which may be claimed are not cumulative within the month in which the claims under 14.1 and 14.2 may occur but for the avoidance of doubt the total sum the Client may claim in any one month shall not under any circumstance exceed 100% of the monthly recurring service fees.