

FUSE 2 COMMUNICATIONS LIMITED

VOIP SERVICE LEVEL AGREEMENT

1 Definitions and Interpretation

1.1 Capitalised expressions shall have the meanings given in the General Terms and Conditions.

1.2 The following additional definitions shall apply in this VOIP Service Level Agreement.

Fault: means an error or fault in the Equipment and/or Network, or other incident, which affects the Customer's ability to use the VOIP Services;

Planned Works: means any scheduled construction or maintenance activities affecting the Network and/or Services previously identified by the Company to the Customer, or such additional works or activities as notified or agreed by the parties from time to time;

VOIP Services: means Service provided by the Company relating to Voice over IP, including phone systems, SIP trunks.

2 Service Levels

This VOIP Service Level Agreement sets out the Service Levels applicable to the provision of such VOIP Services.

Availability

The VOIP Services shall be available for 99.95% of the time measured during each Year during the Term, excluding any unavailability or outage of the Services resulting from:

- (a) Planned Works;
- (b) Minor Faults (as defined in paragraph 3 below);
- (c) disruptions to the power supply of the Customer;
- (d) an event of Force Majeure;
- (e) disruptions to the Services caused by the Customer and/or any of the Customer's software, hardware, services and/or system(s) which are not part of the Equipment; and/or

- (f) failure of the Customer to provide access in accordance with clause 5.1(c) of the General Terms and Conditions.

3 Repair Times

All Faults notified by the Customer to the Company in accordance with the Fault Management Process set out below (a **Support Ticket**) shall be categorised by the Company, acting reasonably given the nature of the Fault, in accordance with the following definitions and, upon request from the Customer, the Company shall notify the Customer of the categorisation of the Fault.

Fault	Fault description	Cover
Business Critical Fault	VOIP Services are unavailable for multiple users. No workarounds exist and there is a severe business impact.	24 x 7
Normal Fault	VOIP Services are experiencing an issue. There is no workaround.	24 x 7
Low Priority Fault	VOIP Services are experiencing an issue. There is a workaround	Business Hours

For Business Critical Faults, the Company will endeavour to respond to a phone call from the Customer within 15 minutes. The target mean time to repair (**Target MTTR**) for a Business Critical Fault is four (4) elapsed hours from the time of notification of the Business Critical Fault (via phone) by the Customer to the Network Operations Centre.

For Normal Faults, the Company will endeavour to respond to a phone call from the Customer within 30 minutes. The target mean time to repair (**Target MTTR**) for a Normal Fault is four (4) elapsed hours from the time of notification of the Business Critical Fault (via phone) by the Customer to the Network Operations Centre.

For Low Priority Faults, the Company will endeavour to respond to a phone call from the Customer within 4 Business Hours. The target mean time to repair (**Target MTTR**) for a Low Priority Fault is two (2) business days from the time of notification of the Low Priority Fault (via phone) by the Customer to the Network Operations Centre.

Where a permanent solution is not possible within the Target MTTR, the Company may provide a temporary solution to ensure that the Services are restored within the Target MTTR. Where the Fault requires a permanent solution which requires planned outage, the Company shall carry out such

permanent solution as Planned Works and the time for carrying out such repair shall be agreed between the parties.

4 Service Credits

Where the Company has failed to resolve a Business Critical Fault or a Normal Fault within the Target MTTR, the Company will credit the Customer by reducing the Charges payable for the affected Internet Services for the following month by the amount set out in the table below (**Service Credit**), calculated by reference to the number of hours by which the Company has failed to meet the Target MTTR.

Total Hours in a month by which the Company has failed to meet the Target MTTR for a Critical Fault	Service Credit
0-4 Business Hours	An amount equivalent to one (1) day of the monthly fee payable for the affected Internet Services (per circuit affected)
4-8 Business Hours	An amount equivalent to two (2) days of the monthly fee payable for the affected Internet Services (per circuit affected)
8-16 Business Hours	An amount equivalent to three (3) days of the monthly fee payable for the affected Internet Services (per circuit affected)
16+ Business Hours	An amount equivalent to five (5) days of the monthly fee payable for the affected Internet Services (per circuit affected)

There are no credits provided for Low Priority Faults.

5 Customer Claims Procedure

All claims for Service Credits must be submitted by the Customer within thirty (30) days from the date on which the Customer notified the Company of the Fault to which such Service Credit relates in accordance with the Fault Management Process.

Any Service Credit which is to be applied against the following monthly fee for the Internet Services will be confirmed by credit note issued by the Company to the Customer.

6 Fault Management Process

The Customer will be responsible for monitoring the Services under this Service Level Agreement. If the Customer detects a Fault, it shall report the Fault to the Company as soon as practicable via the Network Operations Centre (details of which are set out below).

When reporting a Fault to the Company, the Customer must provide the following information:

- (a) the Site at which the Fault has occurred;
- (b) details of the Fault and any supporting information;
- (c) confirmation and details of testing of the Customer's systems and associated equipment (other than the Equipment) that has been undertaken;
- (d) test results undertaken by the Customer in relation to the detected Fault;
- (e) any access requirements the Company may require in order to access the Site to carry out the repair;
- (f) the availability of the Customer's personnel to assist the Company in connection with the repair of the Fault;
- (g) Customer contact details.

The Customer acknowledges that the Company requires the information set out above in order to repair a Fault. Should the Customer fail to provide any of the information set out above, then the Target MTTR shall not commence until such information is provided.

Upon receipt of notification of a Fault from the Customer, the Company shall notify the Customer of the "Fault Reference Number" together with the categorisation of the Fault. The Fault Reference Number should be quoted on all subsequent communications regarding that Fault.

Should the Customer notify the Company by email but not via phone, the calculation of Target MTTR will start at the time at which the Company acknowledges by email receipt of the ticket.

7 Support Ticket Closure

The Company shall notify the Customer once the Fault has been cleared following internal notification from its engineering staff that the Services have been restored for the Customer. The Customer shall notify the Company within thirty (30) minutes of receiving notification from the Company that the Fault has been cleared if the Customer disputes that the Fault has been cleared. If no such notification is received from the Customer within such thirty (30) minute period, the Support Ticket will be deemed to have been closed.

If a Fault has been cleared using a temporary solution, the Support Ticket shall be marked accordingly and the permanent solution shall be provided by the Company on a date to be agreed by the parties.

The parties will each record the following information on their respective fault logging systems when a Support Ticket is closed:

- (a) Names and contact numbers of the parties' representatives at the closure of the Support Ticket;
- (b) Restoration actions taken;
- (c) Restoration time of the Fault and the Services.

8 Network Operations Centre

The Company shall at all times operate a Network Operations Centre to coordinate the Company's response to and the repair of a Fault.

Email: support@fuse2.net

9 Fault Escalation

Escalation of a Fault can be requested by the Customer at any time if:

- (a) a Business Critical Fault is not repaired within the Target MTTR; or
- (b) a Fault is particularly sensitive given the nature of the Customer's business and a repair is required within a shorter period than the Target MTTR.

To escalate a Fault, the Customer must notify the Company of its request for such escalation via the parties' respective helpdesks and the Company will respond to such request within twenty (20) minutes of receipt of the request. If the parties' respective helpdesk staff are unable to agree to escalate the Fault, a manager of the Customer shall contact the Company's Services Director, Chris Blagg, at chris.blagg@fuse2.net

10 Maintenance and Planned Works

The Company shall be responsible for maintaining the Network up to the Points of Connection.

The Company shall use reasonable endeavours to ensure that maintenance and upgrade work to the Network is planned in advance (with the exception of emergency works or events outside the control of the Company) to minimise disruption to the Services and the Company shall provide at least 24 hours notice prior to the commencement of any Planned Works that will affect the availability of the Services.