

support@vanillacloud.co.uk

Vanilla Cloud

VOIP Service Level Agreement

www.vanillacloud.co.uk

1. DEFINITIONS AND INTERPRETATION

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 Vanilla Cloud Ltd (VCL) 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 VCL 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.

3. REPAIR TIMES

All Faults notified by the Customer to VCL (utlising VCL's ticketing system) in accordance with the Fault Management Process set out below shall be categorised by the VCL, acting reasonably given the nature of the Fault, in accordance with the following definitions and, upon request from the Customer, the VCL shall notify the Customer of the categorisation of the Fault

Fault	Fault Description	Cover
Business Critical Fault (widespread)	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	Business Hours Mon – Fri 08:30 -17:30
Low Priority Fault	VOIP Services are experiencing an issue. There is a workaround	Business Hours Mon – Fri 08:30 -17:30

For Business Critical Faults, the VCL will endeavour to respond to a support ticket from the Customer within 30 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 ticket) by the Customer to the Support Team – support@vanillacloud.co.uk.

For Normal Faults, the VCL will endeavour to respond to a ticket from the Customer within 60 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 ticket) by the Customer to the Network Operations Centre.

For Low Priority Faults, the VCL will endeavour to respond to a ticket 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 ticket) by the Customer to the Support Team.

Where a permanent solution is not possible within the Target MTTR, the VCL 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, VCL shall carry out such permanent solution as Planned Works and the time for carrying out such repair shall be agreed between the parties.

4. 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 VCL as soon as practicable via the Support Team (details of which are set out below).

support@vanillacloud.co.uk

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 VCL may require in order to access the Site to carry out the repair;
(f) the availability of the Customer's personnel to assist VCL in connection with the repair of the Fault;
(g) Customer contact details.

The Customer acknowledges that VCL 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 "Ticket Reference Number" together with the categorisation of the Fault. The Fault Reference Number should be quoted on all subsequent communications regarding that Fault.

The calculation of Target MTTR will start at the time at which the Company acknowledges by email receipt of the ticket.

5. SUPPORT TICKET CLOSURE

VCL 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 VCL within thirty (30) minutes of receiving notification from VCL 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 VCL 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.

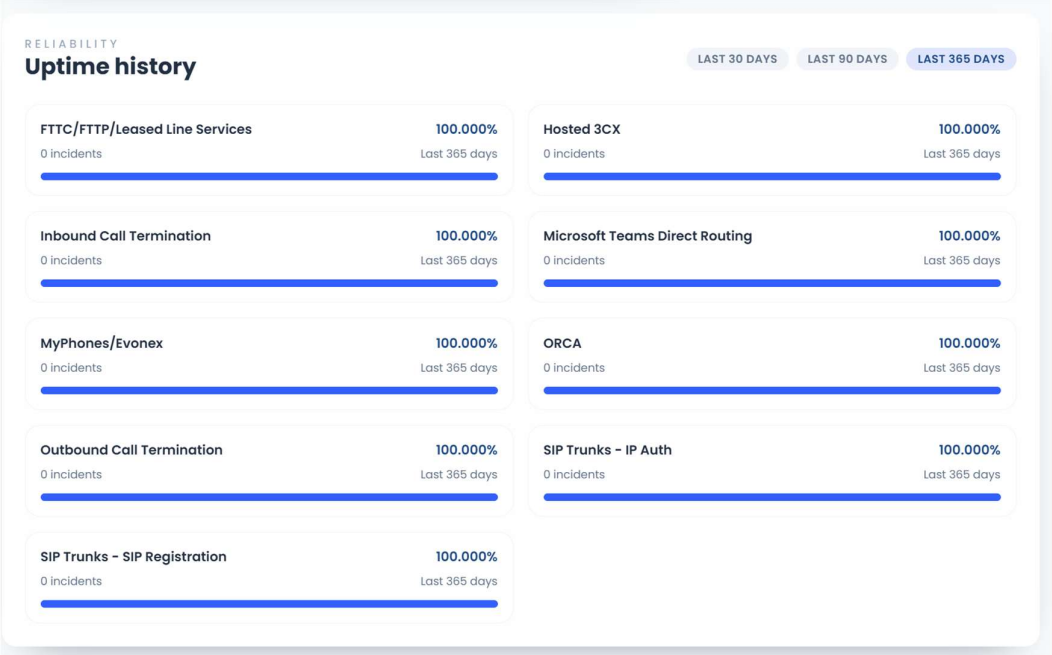
6. NETWORK OPERATIONS CENTRE

VCL's Distribution Network Operations Centre (Fuse2) shall at all times operate to coordinate VCL's response to and the repair of a Fault.

Email: support@vanillacloud.co.uk

The Customer can see live status updates here:

https://status.fuse2.net/



7. 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 VCL of its request for such escalation via the parties' respective helpdesks and VCL will respond to such request within thirty (30) 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 their VCL Account Manager.

8. MAINTENANCE AND PLANNED WORKS

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

VCL shall use reasonable endeavors 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

9. REMOTE TECHNICAL SUPPORT

1. Standard Support Hours
1.1 Vanilla Cloud Ltd (VCL) shall provide remote technical support in respect of the Services during VCL's standard support hours of **08:30 to 17:30, Monday to Friday only** ("Support Hours").
1.2 The Support Hours exclude **Saturdays, Sundays and UK public and bank holidays**, unless otherwise agreed in writing or a 24x7 support agreement is in place.
1.3 The Support Hours shall apply to routine technical assistance, fault diagnosis, troubleshooting, configuration support and other remote support services relating to the Services supplied under this Agreement.

2. Scope of Remote Support
2.1 Unless expressly agreed otherwise in writing, the standard remote support service covers VCL's telecoms services and associated network infrastructure.
2.2 **End-user endpoints and handsets are excluded from the scope of standard remote support unless otherwise specified or expressly agreed in writing.** For the avoidance of doubt, end-user endpoints and handsets may include, without limitation, computers, laptops, mobile devices, tablets, printers, applications, desk phones, cordless handsets, mobile handsets and other Customer-owned or Customer-managed devices.
2.3 Support relating to excluded endpoints or handsets may be provided at VCL's discretion and may be subject to additional charges and/or a separate support agreement.
2.4 For the avoidance of doubt, support does not extend to the diagnosis or remediation of Customer local area networks (LAN), wireless networks (Wi-Fi), switching infrastructure, firewall configuration or internet services not supplied by VCL, unless expressly agreed in writing.

3. Remote Support Only
3.1 Unless expressly agreed otherwise in writing, all support provided under this Agreement shall be delivered remotely by telephone, email, online support tools or other remote-access methods determined by VCL.
3.2 On-site attendance is not included within the standard support service and, where requested or required, shall be subject to separate agreement and may incur additional charges.

4. Support Outside Standard Hours
4.1 VCL shall have no obligation to provide standard remote technical support outside the Support Hours.
4.2 Any support requested or provided outside the Support Hours, including evenings, Saturdays, Sundays and UK public or bank holidays, shall be subject to VCL's prior agreement and may incur additional charges at VCL's prevailing out-of-hours rates.
4.3 Any support request received outside the Support Hours shall be deemed to have been received at **08:30 on the next working day**, unless an alternative out-of-hours support arrangement has been expressly agreed in writing.
4.4 "Working Day" means any day other than a Saturday, Sunday or public or bank holiday in England and Wales.

5. Customer Responsibilities
5.1 The Customer shall provide all reasonable information, access and cooperation required by VCL to investigate and resolve reported faults remotely.
5.2 VCL shall not be responsible for delays caused by the Customer's failure to provide such information, access or cooperation.

6. Service Levels
6.1 Unless expressly stated otherwise in an applicable Service Level Agreement, VCL does not warrant or guarantee that any fault will be resolved within a specified timeframe.
6.2 Any applicable response times, restoration targets or service credits shall be as specified in the relevant Service Level Agreement or service schedule.

7. Exclusions
7.1 VCL shall not be responsible for delays in responding to or resolving faults where such delays arise from circumstances outside VCL's reasonable control, including third-party network failures, power failures, Customer equipment, Customer configuration, excluded endpoints or handsets, or failure by the Customer to provide required access or cooperation.
7.2 Nothing in this clause shall limit or exclude any liability which cannot lawfully be limited or excluded under applicable law.
7.3 Where fault investigation or restoration is dependent upon a third-party supplier, carrier, network operator or software provider, VCL's obligations shall be limited to raising, managing and progressing the fault with the relevant third party and VCL shall not be liable for any delay attributable to that third party.
7.4 VCL shall not be responsible for any fault, degradation of service or service interruption arising from changes made by the Customer or any third party acting on the Customer's behalf to networks, systems, equipment, software, configurations or services not managed by VCL.



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