# Service Level Agreement

VTSL is committed to providing the highest levels of performance, reliability and survivability of its Cloud Voice, Network services, and Managed Support services. As one measure of our ongoing commitment to excellent customer service, VTSL provides a Service Level Agreement (SLA) covering our services and the ability for customers to determine adherence to this SLA. If an Eligible Customer experiences performance that does not meet the applicable commitments set forth in this SLA, then VTSL will issue the Eligible Customer a Service Credit. This SLA describes VTSL's target service level metric for its Voice service, Fibre Ethernet services, and Managed Support services. This SLA does not apply to Internet connectivity provided by third parties or xDSL connections provided by VTSL, although failure of the same to perform may affect some VTSL Services.

Each of the following metrics and credits are on a per product basis.

1.1 Service Level Commitments

1.1.1 Service Availability

1.1.2 VTSL guarantees Service Availability of 99.9% of the total applicable time for the calendar year for voice and fibre ethernet services, otherwise a Service Credit will be provided to the Eligible Customer.

1.1.3 A Service Availability Credit of 50% of the billed monthly recurring charges for the affected VTSL service for the impacted month will be applied.

1.2 Mean Time to Repair

1.2.1 VTSL guarantees a Mean Time to Repair of 4 hours or less for Support Case classified as Priority 1, otherwise a Service Credit will be provided to the Eligible Customer.

1.2.2 Mean Time to Repair Credit

A Service Credit equal to the applicable percentage set forth in Table 1 below will be applied:



## Table 1 – Mean Time to Repair Service Credit

Mean Time to Repair	Service Credit
0 to 4 hours	None
4 hours to 6 hours	15% of Billed Monthly Recurring Charges
6 hours to 8 hours	30% of Billed Monthly Recurring Charges
Greater than 8 hours	50% Billed of Monthly Recurring Charges

## 1.3 Mean Time to Respond

1.3.1 VTSL guarantees a Mean Time to respond of 30 minutes or less for Support Cases classified as Priority 1 during business hours, otherwise a Service Credit will be provided to the Eligible Customer. Tickets classified as Priority 2 guarantees a response within 4 business hours. Outside business hours VTSL guarantee a Mean Time to Respond of 2 hours for Support Cases classified as Priority 1. Support Cases classified as Priority 2 may only be handled outside of business hours at the discretion of the on-call engineer.

1.3.2 A Service Credit equal to the applicable percentage set forth in Table 2 below will be applied:

## Table 2 – Mean Time to Respond Service Credit

Mean Time to Respond	Service Credit
0 to 30 minutes	None
30 minutes to 60 minutes	15% of Billed Monthly Recurring Charges
60 minutes to 90 minutes	30% of Billed Monthly Recurring Charges
Greater than 90 minutes	50% Billed of Monthly Recurring Charges



## 1.4 Qualifications

In order to receive a Service Credit as outlined, the Eligible Customer must first open a Support Case, as described in Section 1.5, to report a Service Outage or a Service Affecting Issue, and then submit a written request for a credit to VTSL within 15 business days of closing said Support Case. Such written requests shall be sent to 5 Nickols Walk, London, SW18 1BZ. The Eligible Customer must include the Support Case reference number when requesting the credit.

## 1.5 Support Case Creation

The customer may open a Support Case using one of the following methods:

(a) Calling the support team on 0333 4050000.

(b) Emailing the support team at support@vtsl.net. Please note that outside business hours, emails sent to this address will be picked up during the next working day. For urgent service affecting issues outside business hours please call 0333 4050000.

(c) Open up a Support Case via the VTSL website or Customer Self Service Portal.

## 1.6 Credit Structure

The noncompliance credit structure is based on monthly billing calculation or nonrecurring billing calculations, depending on the specific Service Credit. For any billing month in which VTSL fails to meet any one of the Service Level Commitments stated in Section 1.1 to 1.3, the credit structure outlined in this SLA will be applied to the net monthly recurring charges. Any decision made by VTSL concerning this SLA or associated credits will be final and binding and is within the sole discretion of VTSL. In no event will the cumulative total of the Service Credits for all Service Level Commitments exceed their respective Monthly Recurring Charge. For the avoidance of doubt, the monthly recurring charges do not include any usage-based charges for local, national or international dialling. Moreover, the combined cumulative total of Service Credits issued during a Contract Year under these SLAs will not exceed 15% of an Eligible Customer's total monthly recurring charges or nonrecurring charges for the Contract Year.

## 1.7 Definitions

1.7.1. VTSL Business Hours: 08:30AM to 17:30 PM Monday through Friday.

1.7.2. Contract Year: The 12 month billing period commencing on the first day of the month after the Eligible Customer's VTSL contract is effective and each successive 12 month billing period.

1.7.3 Eligible Customer: Any customer who has purchased VTSL services from VTSL with a minimum 1 year term commitment and is in full compliance with the terms of its service contract and meets any specific eligibility criteria set forth in the particular service commitment.

## 1.7.4. Deliberately Blank.

1.7.5 Mean Time to Repair: Monthly average of the clock time taken between opening an Eligible Customer's Support Case and restoring service for all Support Cases designated as Priority 1.

1.7.6. Mean Time to Respond: Monthly average of the time taken for VTSL to initially respond via phone or email, to a service impacting Support Case logged by a customer.

1.7.7. VTSL Support team Hours: 08:30AM to 17:30 PM Monday through Friday. Outside of these hours Priority 1 Support



VTSL Service Level Agreement v 201611

Cases will be passed to the on-call engineer. Priority 1 Support Cases can be reported 365 days per year, 7 days per week, 24 hours per day.

1.7.8 Priority 1: Support Case classification for issues in which an Eligible Customer's service is down or Inoperable for all users on a particular site.

1.7.9 Priority 2: Support Case classification for issues when a customer's service is affected by an intermittent issue or a fault affecting additional services such as voicemail, portal access, call recording or other ancillary applications.

1.7.10 Service Affecting Issue: An unscheduled period during which the Service performs irregularly or otherwise not up to normal specifications.

1.7.11. Service Availability: Means the percentage of the time in a given month the Eligible Customer's VTSL service was available. Service Availability is calculated as the total amount of time in a calendar month (30 days x 24 hours x 60 minutes) minus the total amount of validated Service Outage Time as measured by VTSL, (excluding maintenance windows and planned outages) divided by the total amount of time in a calendar month and multiplied by 100.

1.7.12. Service Credit: A portion or total of the actual billed monthly recurring or nonrecurring charge for the affected site.

1.7.13. Service Outage: An unscheduled period during which a customer site is unable to send and receive telephone calls or access internet services. This does not include failure or malfunction of any cabling, switching or other equipment not provided by VTSL. To qualify for Service Outage credits, the Eligible Customer must open a Support Case classified as Priority 1.

1.7.14 Service Outage Time: The period beginning when the Customer opens a Priority 1 Support Case with VTSL for a Service Outage and continuing until the time such Support Case is cleared or the affected service is restored by VTSL.

1.7.15 Support Case: The tool by which an Eligible Customer reports a perceived fault issue to VTSL and the sole means by which Service Outage Time is calculated.

## 1.8 Exclusions

1.8.1 All Availability, Mean Time to Respond or Mean Time to Repair measurements do not include periods of outages due in whole or in part to the following causes:

1.8.2. Any act or omission on the part of the Eligible customer, any third-party contractor or vendor, or any other entity over which the Eligible Customer exercises control or has the right to exercise control.

1.8.3. The Eligible Customer's applications, equipment or facilities.

1.8.4. VTSL Network's, its underlying carrier(s)' or the Customer's scheduled maintenance.

1.8.5. Any event or occurrence that results in "No Fault Found" or "User Error" resolution to Support Cases.

1.8.6 Any event or outage lasting under 5 minutes in duration.

1.8.7. Force majeure event beyond the reasonable control of VTSL including, but not limited to, acts of God, natural disasters, cable cuts, government acts and regulation and national emergency.



1.8.8 Support Cases associated with new installations within the first month of such installation.

1.8.9 Interruptions associated with act or omission on the part of the Eligible customer or a third party, including, but not limited to, any local access provider, or an interruption where the Eligible Customer elects not to release the service for testing and repair and continues to use it on an impaired basis.

1.8.10 Interruptions during any period when VTSL or its agents are not allowed access to the Customer premises.

1.8.11 Master tickets opened by VTSL or by a qualified third party on behalf of VTSL such as those in the case of a fibre cut.

1.8.12. Interruptions associated with a failure of equipment provided by the Eligible Customer or a third party, or an interruption where the Customer elects not to authorize access to the equipment for testing.

1.8.13. Any failure or issue associated with the Eligible Customer's underlying third-party network connection.

1.8.14 Time attributed to Eligible Customer's delay in responding to VTSL's requests for assistance to repair an outage.

N.B. VTSL reserves the right to amend the SLA from time to time effective upon the posting of revised SLA metrics on this page.

