

1 Service Level Agreement Overview

Definitions in this this document shall have the same meaning in the Conditions for Communications Services entered into by Us and You.

This document is the Service Level Agreement (“**SLA**”) between Us and You (Our direct customer; this SLA does not apply to resellers or partners) for the support of communications and IT services required to support and sustain the CloudCellEQ service. For the avoidance of doubt, support of end users’ devices (laptops, desktops, printers, scanners and mobiles) is not covered by this SLA.

This SLA remains valid until superseded by a revised SLA entered into under the relevant clause in in the Conditions for Communications Services.

The purpose of this SLA is to ensure that the proper procedures and understanding exists to provide consistent IT service support and delivery to You by Us (and, where appropriate, our partners).

The objectives of this SLA are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.

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2.1 Service Scope

The following Services are covered by this SLA and the following are the detailed service parameters;

- Manned telephone support
- Monitored email support
- Remote assistance using a remote management portal known as “In Control”
- Planned or Emergency Onsite assistance
- Monthly system health check
- Meeting response times associated with service-related incidents.
- Appropriate notification to Customer for all scheduled maintenance.

2.2 Your Responsibilities

Your responsibilities in support of this SLA include:

- Reasonable availability of customer representative(s) when resolving a service-related incident or request.
- To provide end user contact details, equipment schedule & remote access to all supported devices.

2.3 Our Responsibilities

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

2.3.1 Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- “**Business Hours**” means 9:00 AM to 5:00PM Monday – Friday, excluding public holidays in England and Wales¹.
- E-mails and Calls can be made to request support during Business Hours. Outside of Business Hours, e-mails are queued and a voicemail facility is available both of which will be reviewed at the start of the next working day.

2.3.2 Service Requests

In support of services outlined in this SLA, We will respond to service related incidents and/or requests submitted by You within the following time frames for:

- Severity 1: Complete outage where business is severely disrupted, and all users are unable to conduct any normal business will result in a 4 business hour response from initial call/email and 8 working hours to be onsite to troubleshoot or fix from the point of escalation from the first line support desk.
- Severity 2: Partial outage where system(s) are not working but a work around is in place. Multiple users are affected and unable to conduct normal business operation will result in a 4-hour response from initial call/email and 16 working hours to be onsite to troubleshoot or fix from the point of escalation from the first line support desk.
- Severity 3: Other issues that affect multiple or key business users will result in a 4-hour response from initial call/email and 5 working days to be onsite to troubleshoot or fix from the point of escalation from the first line support desk.
- Severity 4: General minor requests for information or programming requirements will result in a 4-hour response from a suitable person. No timings are provided beyond this.

This SLA applies to England, Wales and the Lowlands of Scotland only. Provision of service to the Highlands and Islands of Scotland and Northern Island, shall be on a reasonable efforts basis only.

Remote assistance will be provided in-line with the above timescales dependent on the priority of the support request.

The timings in this section relate to the time from when we receive the service request to the end time described against each Severity defined above.

The clock shall be paused (at our sole discretion, acting reasonably) where the action required to resolve the service request is not within Our direct capabilities. For example, where we require further information from You, or are unable to access the relevant premises, or require the intervention of an Equipment vendor, the clock may be paused until We receive the required response.

2.3.3 Hardware Failure

Where We diagnose the cause of the issue to be a hardware failure (save for where such failure is caused by the customer) with Equipment We have provided, and for Equipment that is still covered by its manufacturer warranty, We shall install a replacement product of equivalent specification within 24 business hours from the point where We make such a diagnosis.

For Severity 1 and Severity 2 issues, We may install a temporary solution, the performance of which may be less than expected until a resolution is performed. The cost of the Equipment and

¹ A premium option of remote support at weekends is available for an additional cost.

installation for such a temporary solution will be borne by Us, however, the usage of the Services shall remain payable by You, at the applicable Tariffs, throughout a service request.

2.3.4 Fault Not Found

We would like to remind You of Clause 19.3 of the Agreement which reserves Us the right to charge You for any work performed in diagnosing or repairing a fault not caused by Us.