Customer Telecoms Service Level Agreement

Document Version	8.4
Document Owner	Sipcom Operations

Document Properties

Full Document Name:	Service Management – SLA Standard Customer Model
Confidentiality Level:	Restricted

Document Revision History

Revision Date	Author	Version Number	Change description
26/06/12	Neil Cooling	V1.0	Various
29/06/12	Neil Cooling	V2.0	Alarms and Escalations
09/07/12	Neil Cooling	V3.0	Definitions added and tidy up
16/07/12	Neil Cooling	V3.1	P4 Incident definition
26/07/12	Neil Cooling	V4.0	Title, definitions and general update
30/07/12	Neil Cooling	V4.1	Title change, Customer changed to Partner or End User and minor mods following Partner feedback.
31/07/12	Neil Cooling	V4.2	Billing alert system added and minor End User Typos
10/09/12	Neil Cooling	V4.3	Review workshop 090812
26/03/13	Neil Cooling	V5.0	New draft
21/08/13	Adam Shakur	V5.1	Sipcom contacts amended, contents reformatted,
21/08/13	Adam Shakur	V6.0	Document and Record Control additions and final re-draft
11/09/13	Adam Shakur	V7.0	Provisioning models updated
06/11/13	N Cooling	V7.1	Tidy up

14/11/13	N Cooling	V7.2	Final check and link to updated PTSA & Schedules
24/02/14	N Cooling	V7.3	Updated Service Availability and Restore times plus minor changes
31/3/14	N Cooling	V7.3c	Updated to apply to and be used by Business Customers not Partners
19/5/14	N Cooling	V7.4c	Password Management Policy added
18/06/15	N Cooling	V7.5c	Lync 2013 changed to Skype for Business and Claire Gizzi added
19/11/15	N Cooling	V7.6c	TSA added, order & user process updated, and Service Credits reviewed
15/9/2020	N Cooling	V8.0	Major update to reflect new products
19/10/2020	N Cooling	V8.1	Typos corrected
1/2/2021	N Cooling	V8.2	Clarifications made
7/2/2022	N Cooling	V8.3	Name & logo and front sheet changes
16/5/2022	N Cooling	V8.4	Updated to match new master SLA

Contents

This document will be distributed to all relevant parties. Changes to the document can only be made by Sipcom.

Purpose

The purpose of this document is to explain the Sipcom processes and procedures adopted by the Sipcom Operations team in the management and performance measurement of service delivery to its Customers.

Scope

The document covers the processes and procedures adopted by Sipcom during the Service Delivery Phase and Operations Phase of service delivery to its Customers.

Related Processes

A number of documents, as listed below, relate to this document and some are referenced within it.

- Telecoms Service Agreement (or other agreed form of purchase order) (TSA)
- Customer Service Plan
- Product/Service Catalogue(s)
- Password Management Policy
- Project Plan

1. Introduction

This Addendum is incorporated in the terms and conditions of the Telecoms Service Agreement (the TSA) and applies to the provision of the Services set out on the TSA. These and other documents for the Contract.

2. Precedence

If there is any conflict, inconsistency or ambiguity between this Schedule, any Statement of Work and the TSA, the following order of precedence in descending order shall apply to resolve any such conflict, inconsistency or ambiguity:

       (i) A Customer Service Plan
       (ii) The Order Form
       (iii) This Service Level Addendum.
       (iv) Any other document included in the Contract.

3. Governance

In order to provide the User with the best quality of service, it is important that the Customer and Sipcom develop a strong relationship and governance of this schedule.

Sipcom shall:

- Take part in preventative mediation to ensure relationship remains mutually beneficial and positive.

- Review performance.
- Initiate and monitor remedial action plans and improvement programs.
- Review and prioritise issues identified following the agreed reports being generated which may cover operational delivery, project delivery and general issue management
- Resolve issues or conflicts relating to the Services where these are escalated to this forum and determine issues which are to be escalated to the service review meeting
- Initiate and/or review proposed changes or additions to the Services.
- Provide a single point of accountability for day-to-day sales and commercial issues.
- Provide a single point of accountability for day-to-day service and support issues.

Both Sipcom and the Customer shall confirm their respective key points of contact covering the functions of vendor/customer operational and account management, service delivery and incident management and these shall be confirmed during the Service Delivery Phase of the Contract. If there are significant variations to the standard support process, then this shall be set out in the Customer Service Plan. The key Sipcom individuals responsible for the delivery and support of the Services are set out below.

Sipcom contacts

Name	Function	Email	Responsibilities
James Davidson	Business Director	James.Davidson@Sipcom.com	Executive Management
Kieran Fox-Higgs	Reseller Relationship Manager	Kieran.Foxhiggs@sipcom.com	Account Management and Sales
Dean Hughes	Service Director	Dean.Hughes@Sipcom.com	Service Delivery and Support Team Management
Adam Thomas	Head of Project Management	Adam.Thomas@sipcom.com	Service Transition
James Carter	Head of Service Delivery	James.Carter@Sipcom.com	Service Delivery
Geraint Hooper	IT Operations Manager	Geraint.Hooper@sipcom.com	Support Management

4. New Order Processing

Sipcom will agree with the Customer, following the Contract being signed, the timescales applicable to the implementation of the Services ("New Order"). Details of the Services are set out on the TSA and are processed as set out below.

The Customer will ensure that the required details applicable to the New Order are collected for all aspects of the Service and correctly identified to Sipcom. Any missing details will be requested by Sipcom. Any incorrect details provided or details that have changed since the Contract was agreed may result in a delay in the delivery of the Services or change to the Services. This will be identified by Sipcom and the Customer shall be required to agree to any remedial action needed.

The Service Transition Manager will coordinate with the Customer to source all details necessary for the timely and safe completion of the work required to complete the delivery of the Services as set out on the New Order. This is known as the Implementation Phase.

5. Service Delivery

Following the receipt of the Purchase Order, or Order Form as applicable,, the Suppliers Service Delivery Manager or allocated Project Manager, the identity of which shall be confirmed to the Reseller in writing by the Supplier, shall coordinate with the Reseller's service delivery team, and if previously agreed between the Parties, also with the Reseller's Client service delivery team, to source all details necessary for the timely and safe completion of the work and to carry out the required functions and activities to complete the delivery of the Services as set out on the Purchase Order, or Order Form as applicable. This is known as the "Implementation Phase".

6. Support

On completion of the Implementation Phase of the project the Reseller shall hand over to the Supplier to commence the support phase of the project.

6.1. Training

The Reseller and the Supplier shall agree during the Implementation Phase the Reseller training requirements and this training shall be undertaken before the Services Start Date. This will enable the Reseller's personnel to supply First Level Support and Maintenance to the Reseller's Clients. All such training and support shall be provided online and include when applicable manufacturers or licensor videos and user guides. If face to face training is required this will be undertaken on the premises of the Supplier, which is the address given in the Contract. Any face-to-face training or repeat training requested by the Reseller shall be chargeable by the Supplier. In all cases of training and support provided by the Supplier at any location the Reseller shall be responsible to pay its personnel's travel, hotel, and other similar expense.

6.2. Service Improvement Plans

Whenever the delivery of the Services is deemed to be in jeopardy or not meeting the agreed service levels, the Supplier will be responsible for the management of any service improvement plan to bring the Service to a satisfactory level. When required this may be instigated following a request by the Reseller and will be managed by the Supplier Service Manager.

6.3. Sipcom Halo Platform Service Performance

The availability of the Supplier Service is a monthly measurement of the availability of the service as a % of the Service Cover Period ("SCP"). The Sipcom Halo platform availability to the point where it connects to the WAN is estimated at 99.9% monthly.

Platform Service Availability % = (SCP - ∑D) / (SCP x 100)

SCP = the availability in hours that the platform should be available during the period i.e. 24h/day x number of days in the period, excluding Maintenance periods. This availability will apply only to the Sipcom Halo platform and the Sipcom Halo network and anything outside this environment (e.g. Connectivity, Customer MPLS, LAN networking etc) is not included in this calculation, see Service Demarcation Point.

D = Downtime in respect of the Service shall be the period of time within the SCP during which it is not available (see Priority Level 1 definitions), excluding Maintenance periods, per individual platform to all Users on that platform.

6.4. Reseller Support Desk

The Supplier Reseller Support Desk is available to the Reseller and if agreed during the Implementation Phase, the User, to help with accepting, progressing and updating Second Level Incidents and problems as well as dealing with requests or placing orders.

The Supplier Reseller Support Desk can be reached by:

Telephone EMEA - +44(0)203 328 5000

Telephone US - +1 (718) 766 7960

Email - incidents@sipcom.com

Email - orders@sipcom.com

Email - support@sipcom.com

If the Reseller believes that the incident is a P1 or critical incident (see Service Level section for definitions) then the Reseller must in the first instance telephone the Supplier with details of the incident and follow this up with an email. The Supplier Reseller Support Desk will provide English language support during the Office Hours. The Reseller shall provide First Level diagnosis or resolution of basic incidents via a series of structured questions extracted from licensor or manufacturers literature and if necessary supplemented by the Supplier documentation. If the Reseller is unable to resolve the incident it shall escalate the issue to the Supplier Reseller Support Desk for further, Second Level, diagnosis/resolution. It is expected that the Incidents passed to the Supplier will require a higher level of understanding to resolve them. However, if the Reseller passes First Level Incidents to the Supplier and these could have been resolved using the structured questions referenced above, then Supplier shall have the option to reject the Incident and refer it back to the Reseller if the Reseller has on more than 3 occasions raised the same Incident with the Supplier. Additionally, if required the Reseller may ask the Supplier to deal with these First Level Incidents but this would be chargeable by the Supplier.

6.5. Upgrades and Maintenance

The Supplier will provide all upgrades/patches on a network wide basis normally outside Office Hours to provide minimal disruption to the User. The Supplier will notify the Reseller in advance of any planned Maintenance. From time to time, Maintenance work may be required that may cause the service to be interrupted and when necessary would be undertaken during low usage periods that fall outside Office Hours.

Emergency Maintenance, updates, and other procedures will be scheduled on a case-by-case basis. Notice will be given to the Reseller at the earliest opportunity to minimise any disruption to the Services.

6.6. General Alarm Escalations

The Supplier deploys a number of management and monitoring systems to provide a health check on its operations platforms and the services it deploys. These monitors are active 24/7 and are set up to alert key Supplier staff when appropriate and when required the Reseller will be notified.

6.7. Billing Management System

The Supplier shall provide the Reseller with access to a Billing Management System to enable them to download invoice copies, and access call and event billing data as well as accessing reporting tools and alert systems. The call and event data shall be in a CSV format which allows the Reseller, if needed, to load it into their billing systems and onward bill it's Reseller Clients. Additionally, the Billing Management System can be set up to detect and alert the Reseller to a number of call scenarios.

The Reseller and the Supplier shall agree during the Service Delivery Phase when the required training to utilise these features will be undertaken.

The billing system for US Resellers due to the increased taxation requirements is separate to the Billing Management System and the features differ from those mentioned above.

7. Service Levels - New Orders, Variation Orders, Incidents and Requests

7.1 New Orders, Variation Orders and Requests

The applicable service levels for New Orders, Variation Orders and Requests once validated or authorised by Sipcom, are set out below.

Order/Request Type	Initial Response	Updates	Completion
New Orders	5 days	Daily	As Project Plan
Variation Orders	1 hour	4 hours	8 hours
Requests for Information	1 hour	Daily	3 days

Note:

1. Variation orders may be complex and if so the target completion of 8 hours may not apply. However, this will be confirmed by Sipcom in advance of the stated target being exceeded.

Where an automated provisioning mechanism is used for adds, changes and deletes of Users/services, driven by synchronization from the customer's on-premise active directory service, these SLAs do not apply and instead the synchronization schedule is configured to complete each provisioning cycle no less frequently than once every 8 hours under normal operation. Exceptions should be reported as incidents and managed through the incident management process.

7.2 Incident Priorities

The Sipcom incident priority levels are defined below.

Priority	Incident Examples
Priority Level 1 – Critical Business Disruption	Critical Incident is occurring. There is a total loss of voice Services across an entire Customer Organisation or Customer Site.
Priority Level 2 – Major Business Disruption	Major Incident is occurring, the Customer Organisation or Customer Site is experiencing the loss of voice Services across multiple Users.
Priority Level 3 – Minor Business Disruption	Minor Incident is occurring, the Customer Organisation or Customer Site is experiencing disruption to voice Services.

Priority Level 4 – Low Business Disruption	There is a loss or disruption to the voice Services that is impacting individual Users.

7.3 Incident Service Level Measurements

The service level measurements used by Sipcom with regards to Incident performance is detailed in the below table.

Severity	Initial Response	Updates	Restore
Priority Level 1 – Critical Business Disruption	30 mins	every 1 hour	4 hours
Priority Level 2 – Major Business Disruption	1 hour	every 1 hour	8 hours
Priority Level 3 – Minor Business Disruption	4 working hours	every 8 working hours	20 working hours
Priority Level 4 – Low Business Disruption	4 working hours	every 8 working hours	40 working hours

Note:
1. P1 response and updates are provided 24/7 and P2, P3 and P4 incident activities would be undertaken during Normal Working Hours.

7.4 Incident Service Restoration Time

Sipcom's performance in respect of Incident service restoration time will be calculated on a monthly basis, such months to commence from the Service Start Date in accordance with the following formula. The data will be taken from the service reports.

$$Incident\ Restoration\ Performance\ (\%) = (\textstyle\sum IR \times 100)/\textstyle\sum IL$$

IL = Incidents logged in the month
IR = Incidents restored in the month

A failure by Sipcom to provide service restoration to an Incident within the contracted Incident service restoration time which is caused other than due to the Sipcom's default shall not be included in the above calculation, nor shall any aspect of the service that fails that is outside Sipcom's direct control; see Service Demarcation Point.

7.5 Service Credits

Sipcom shall use its reasonable endeavours to provide a restoration of 95% or greater of Incidents within the service levels as defined herein (Incidents Service Restoration Time) and achieve 98% or greater average Platform Service Availability.

If Sipcom fails to achieve Service delivery within either of the two service measurements for the Service Levels identified here, then the Customer has the right to claim Service Credits.

These Service Credits will be based on the total monthly reoccurring charge(s) applicable to the User(s) to which the failure was applicable ("Monthly Charge") in line with service levels as indicated in the following table.

Incident Restoration Performance % - in any given quarter	Service Credits (% of Monthly Charge)
Less than 95% but exceeding or equal to 94%	1
Less than 94% but exceeding or equal to 93%	5
Less than 93% but exceeding or equal to 90%	3
85% - 89%	5
<85%	10

Sipcom Halo Platform Service Availability % - in any given quarter	Service Credits (% of Monthly Charge)
Less than 98% but exceeding or equal to 97%	1
Less than 97% but exceeding or equal to 96%	2
Less than 96% but exceeding or equal to 90%	3
85% - 89%	5
<85%	10

Note:
1. Until the level of incidents logged in the month reach 10 the Incident Restoration Performance calculation would not be representative of the service performance and would not apply. However, this does not prevent all or any incident from being discussed or reported on.
2. In the event the Material Breach trigger is activated then the Customer may decide to formally give notice to Sipcom of the breach in accordance with the Sipcom terms and conditions, and if so Sipcom shall respond accordingly..

7.6   Service Demarcation Point - Network

The Service Demarcation Point defines the limits of the Sipcom Halo network and is the point where Sipcom cannot directly manage or control the service and are no longer directly responsible for it and as such these elements are excluded from any Service Credit calculations. This includes but is not limited to.

- •   The Customer's own LAN and internet or fixed line connectivity, and equipment, or
- •   any connectivity that Sipcom utilise that is supplied and managed by a third party (e.g. a network carrier partner like BT providing SIP, ADSL, FTTC, EFM, PSTN, fixed, mobile & Leased Lines etc) to deliver the Service

7.7   Sipcom Key Performance Indicators (KPI)

Sipcom measure the standard of the service management using the metrics described and specified in this document for platform availability and performance in terms of fulfilment and incident

management. Clearly other measures are important too, like the feedback at the Service Review Meetings, the use of the complaints log. All these "measurements" are taken into consideration and reviewed as part of the Sipcom continual service improvement process.

8. Service Reports

The Supplier will provide monthly reports which describe the performance of the Services provided by the Supplier. The type and format of the reports must be agreed between the Supplier and the Reseller during the Implementation
Phase of the project. The reports may show:

- The total number of Incidents for a given time period by the status of the Incident. The details of the Incidents are also provided. This is an operational summary report used by operational managers and Incident desk analysts. It also can be used as a quick summary for Incident information.
- The trend of monthly Incident volume. The number of Incidents created in a month is shown along with the number of Incidents closed in that month.
- Reports for the Incidents closed with the following details: service affected, ticket ID, priority, incident start and end time, and SLA, indicating: "within SLA" or "out of SLA"; a column with the whole time between time of opening and closure of the ticket; a column with the average resolution time for each kind of priority; reason of incident, indicating if this is a repeat fault; a column describing at which technical level it was solved.
- Service availability data, this report will show the availability in the period for each service contracted by the Reseller.

9. Acceptable Use, Password Policy and Emergency Calling Policy

Third party supplier acceptable use policies and the Supplier Acceptable Use Policy and the Supplier Password Policy and Emergency Calling Policy are applicable to the Contract, and a copy of each is available on request.

10. Variations

Any variation to this Schedule, including, but not limited to, subsequent requirements which comprise adding new services, making changes to existing services or ceasing existing services or help, advice or support requests applicable to the Services shall be carried out in accordance with the Contract

11. Definitions

In this document the following definitions apply.
"**Contract**" means that document or documents, to include the TSA, that is agreed between Sipcom and the Customer that describes the Services to be provided.
"**Customer Site**" means a single geographical location where the Services are deployed.
"**Customer Organisation**" means all Customer Sites as listed in the Contract.
"**Customer Service Plan**" means that document, if agreed in the Contract, that describes the Customer specific customer service procedures that shall be applicable to the Contract.
"**Day(s) or day(s)"** means those days within the Normal Working Days.
"**Hour(s) or hour(s)"** means those hours within the Normal Working Hours.
"**Normal Working Hours**" means those hours between 09:00 and 17:30 on a Normal Working Day in the country or region the Customer Site is located.

"**Normal Working Days**" means Monday to Friday, excluding public holidays in the country or region the Customer Site is located.

"**Operations Phase**" means that period following the completion of the Service Delivery Phase of the project when the Services are handed over and all live (described in the TSA as the Service Start Date) and the functions described in this document are undertaken.

"**Product Catalogue**" means that document or information provided by Sipcom that describes the Services.

"**User(s)**" means that individual or those individuals within the Customers environment that utilise the Services.

"**Implementation Delivery Phase**" means that period following the agreement of the Contract during which the delivery of the contracted services is agreed, scheduled, installed/delivered and accepted.