



CUSTOMER TELECOMS SERVICE LEVEL AGREEMENT

Support, Service Levels and Service Credits

Sipcom's support arrangements, service level targets, incident priorities, service credit provisions and service reporting commitments for customers of the Sipcom Halo Platform.

DOCUMENT VERSION

9.0

1. Introduction

This Service Level Agreement ("SLA") forms part of the Contract and applies to the Services provided under the Managed Services Agreement ("MSA"), Order Form and applicable Service Schedules. Capitalised terms not defined in this SLA shall have the meaning given to them in the MSA. In the event of any conflict between this SLA and the other Contract documents, the order of precedence set out in the MSA shall apply.

2. Support

Following successful service implementation and handover, the Supplier's support organisation will assume responsibility for the operational support and management of the service in accordance with this Agreement.

2.1 Service Desk

The Supplier Service Desk is available to the customer. It can be reached by:

TELEPHONE EMEA

+44 203 328 5000

TELEPHONE US

+1 718 766 7960

EMAIL

support@service.sipcom.com

Where a customer believes an incident constitutes a Priority 1 (P1), or Priority 2 (P2) Incident, the Customer must contact the Service Desk by telephone.

When logging an Incident, the Customer must provide the Minimum Data Set (MDS) information specified within the Customer Onboarding documentation, together with any relevant diagnostic information reasonably requested by Sipcom to investigate and resolve the Incident.

The Customer shall nominate authorised contacts responsible for reporting Incidents to Sipcom. Prior to raising an Incident, the Customer shall take reasonable steps to verify the issue and gather relevant information to assist diagnosis and resolution. Where the Customer operates its own service desk or support function, reasonable troubleshooting should be undertaken before escalating an Incident to Sipcom.

Sipcom reserves the right to return an Incident to the Customer where:

- insufficient information has been provided to meet the MDS requirements;
- reasonable troubleshooting steps have not been completed; or
- the reported issue falls outside the scope of the Services covered under this Agreement.

Where a customer requests Sipcom to undertake activities outside the scope of the agreed Support Service, including end-user administration, user training, customer-owned environment troubleshooting, or customer operational activities, Sipcom reserves the right to provide such assistance on a chargeable basis in accordance with its prevailing Professional Services rates.

2.2 Support Coverage

Sipcom operates a 24x7 service organisation supporting Customers across EMEA and North America and APAC. Incidents and Service Requests may be raised with the Sipcom Service Desk at any time.

To ensure resources are prioritised appropriately, support coverage is aligned to the priority of the Incident.

PRIORITY	SUPPORT COVERAGE
P1 Critical Incident	24x7x365
P2 High-Priority Incident	24x7x365
P3 Medium Priority Incident	Business Hours
P4 Low-Priority Incident / Service Request	Business Hours

For P1 and P2 Incidents, support activities and applicable Service Level targets are provided continuously, 24 hours per day, 7 days per week.

For P3 and P4 Incidents and Service Requests, support activities and applicable Service Level targets are provided during Business Hours.

Business Hours means the standard working hours of the Sipcom support region assigned to the Customer as part of the service onboarding process.

Where a P3 or P4 Incident or Service Request is logged outside Business Hours, the request will be recorded upon receipt, and any applicable Service Level measurements shall commence at the start of the next Business Hours period.

Sipcom may utilise support resources from multiple operational locations to provide Services and reserves the right to determine the most appropriate support team to manage an Incident.

2.3 Sipcom Halo Service Performance

The Service Availability is measured monthly as a percentage of the Service Cover Period ("SCP").

The Sipcom Halo service availability target is 99.95% per calendar month.

$$\text{Service Availability (\%)} = ((\text{SCP} - \text{D}) \div \text{SCP}) \times 100$$

SCP = The total time during which the Service is expected to be available within the measurement period, excluding approved Maintenance periods.

D = Downtime is the cumulative period during the Service Cover Period during which the Sipcom Halo Platform suffers a service outage that renders the platform unavailable to all Users of the affected platform, excluding approved Maintenance periods. Downtime does not include incidents affecting individual Users, customer-specific configurations, customer equipment, customer connectivity services, LAN infrastructure, third-party services, or any component outside the defined Service Demarcation Point.

Availability measurements apply solely to the Sipcom Halo platform and Sipcom-managed network infrastructure up to the defined Service Demarcation Point. Customer-managed services and infrastructure, including but not limited to internet connectivity, MPLS services, LAN infrastructure, customer equipment, or third-party services, are excluded from the availability calculation.

2.4 Upgrades and Maintenance

Sipcom will provide software updates, security patches, platform enhancements and other maintenance activities as part of the Service.

Planned Maintenance will normally be undertaken outside the standard business hours of the geographic region(s) affected by the maintenance activity, wherever reasonably practicable, to minimise disruption to Customers. Where Services are provided across

multiple geographic regions, maintenance windows will be scheduled to minimise overall service impact and may not fall outside business hours for all Customers.

Sipcom will provide not less than five (5) Working Days' prior notice of Planned Maintenance activities that are expected to impact Service Availability or Service performance. Where a customer requires an extended notice period, this may be agreed separately in writing as part of the applicable Order, Service Schedule or other documented agreement between the parties.

From time to time, Emergency Maintenance may be required to maintain the security, stability, integrity or performance of the Service. Where Emergency Maintenance is necessary, Sipcom will provide notice at the earliest reasonably practicable opportunity and will take reasonable steps to minimise any resulting service disruption.

For the avoidance of doubt, Planned Maintenance and Emergency Maintenance periods shall be excluded from Service Availability calculations and any associated Service Level measurements defined within this Agreement.

3. Service Levels – Incidents and Requests

3.1 Incident Priorities

Incidents will be prioritised by Sipcom based on the actual technical impact, scope, and urgency of the issue. The priority assigned by the Customer when logging an Incident will be treated as an initial assessment and may be amended by Sipcom following investigation.

Sipcom reserves the right to reclassify Incidents where the reported impact differs from the actual impact identified during diagnosis and triage.

INCIDENT PRIORITY	DEFINITION
Priority 1 (Critical)	A complete loss of a Production Service affecting all Users, all Sites, or a significant proportion of the Customer's organisation, where no reasonable workaround exists.
Priority 2 (Significant)	A significant degradation or partial loss of Service affecting a Site, business function, or multiple Users, where business operations are materially impacted and no reasonable workaround exists.

INCIDENT PRIORITY	DEFINITION
Priority 3 (Minor)	A fault affecting individual Users, limited groups of Users, non-critical functionality, or service degradation where a workaround is available.
Priority 4 (Low)	Requests for information, service requests, administrative requests, minor faults, cosmetic issues, configuration requests, or issues causing minimal business impact.

3.2 Incident Service Level Measurements

The following Service Levels represent Sipcom's target response, communication and restoration times for Incidents reported in accordance with this Agreement.

For the purposes of these Service Levels:

- **Initial Response** means the time taken for Sipcom to acknowledge an Incident and commence investigation.
- **Update Frequency** means the minimum frequency at which progress updates will be provided while the Incident remains open.
- **Restore Time** means the target time to restore Service through resolution, workaround, failover, rerouting, configuration change, or other reasonable means
- Service Levels apply during the applicable support coverage period as set out in Section 2.2 Support Coverage.

SEVERITY	INITIAL RESPONSE	UPDATE FREQUENCY	RESTORE TIME
Priority Level 1 – Critical	30 mins	every 30 minutes	4 hours
Priority Level 2 – Significant	1 hour	every 1 hour	8 hours
Priority Level 3 – Minor	4 hours	Every Business Day	20 Business Hours
Priority Level 4 – Low	4 hours	As Agreed	40 Business hours

Important: Sipcom will use reasonable endeavours to achieve the above Service Levels; however, restoration times are targets and not guaranteed service restoration commitments unless explicitly stated otherwise within this Agreement.

4. Service Credits

4.1 Service Credit Principles

Sipcom shall target:

- 99.95% Service Availability or higher, as measured in accordance with Section 2.3.

Where Sipcom fails to achieve either of these Service Levels during a calendar month, the Customer may be entitled to claim Service Credits in accordance with this Agreement.

Service Credits shall be calculated as a percentage of the Monthly Recurring Charges attributable to the affected Service ("Monthly Charges").

For the avoidance of doubt, Service Credits are intended as compensation for Service Level failures and do not constitute a penalty.

4.2 Service Availability Credits

Where Platform Service Availability falls below the target platform availability of 99.95% during any calendar month, the Customer may claim Service Credits in accordance with the following table:

PLATFORM SERVICE AVAILABILITY	SERVICE CREDIT (% OF MONTHLY CHARGES)
Less than 99.95% but greater than or equal to 99.50%	2%
Less than 99.50% but greater than or equal to 99.00%	5%
Less than 99.0%	10%

Service Availability shall be calculated in accordance with Section 2.3.

4.3 Exclusions

Service Credits shall not apply where the Service Level failure arises wholly or partly as a result of:

- Customer equipment, software, connectivity, local area network infrastructure, or any component outside the defined Service Demarcation Point.
- Third-party carrier, cloud, connectivity, or supplier failures outside Sipcom's direct control.
- Delays arising from the Customer's failure to provide access, information, approvals, testing, or confirmation required to diagnose or resolve an Incident.
- Force Majeure events.
- Planned Maintenance or Emergency Maintenance carried out in accordance with this Agreement.
- Customer actions, omissions, misconfigurations, or unauthorised modifications to the Service.
- Suspension of the Service in accordance with the Agreement.
- Any circumstance for which Sipcom is not directly responsible under the terms of this Agreement.

4.4 Claim Process

Service Credits shall not be applied automatically.

To claim Service Credits, the Customer must submit a written request to Sipcom within thirty (30) days of the end of the calendar month in which the Service Level failure occurred.

Upon receipt of a valid request, Sipcom shall review the claim and provide supporting Service Level calculations where reasonably requested.

Any Service Credits approved by Sipcom shall be applied as a credit against future invoices and shall not be redeemable for cash.

4.5 Exclusive Remedy

The Service Credits described within this Agreement shall represent the Customer's sole and exclusive remedy for any failure by Sipcom to achieve the Service Levels set out herein.

Nothing in this section shall limit either party's liability where such limitation is prohibited by applicable law.

4.6 Initial Service Stabilisation Period

No Service Credits shall be payable during the first three (3) months following the Service Commencement Date.

This initial stabilisation period is intended to allow for service onboarding, operational bedding-in activities, optimisation, and the resolution of any implementation-related issues that may arise following service activation.

4.7 Service Demarcation Point

The Service Demarcation Point defines the boundary of the Sipcom Halo network and identifies those elements that are outside Sipcom's direct operational control. Any service degradation or outage attributable to systems, networks, applications, or infrastructure beyond this demarcation point shall be excluded from Service Availability calculations and any associated Service Credit claims.

This includes, but is not limited to:

- The Customer's local area network (LAN), internal infrastructure, internet connectivity, fixed-line services, equipment, applications, and any other systems under the Customer's control.
- Third-party networks, carrier services, access circuits, applications, and associated infrastructure that support the delivery of the Service but are owned, operated, or managed by an external provider. Where such services form part of the Service, Sipcom will act as the customer's point of contact and manage supplier escalations as appropriate. However, outages or service degradation attributable solely to infrastructure outside Sipcom's direct operational control may be excluded from Service Availability calculations and any associated Service Credit claims.

5. Service Reports

Sipcom shall make available periodic service reports detailing the performance of the Services delivered under this Agreement.

Service reports may include, but are not limited to:

- Incident volumes by priority, status, service and reporting period.

- Incident response, restoration and closure performance against the applicable Service Levels.
- Service Level performance, including incidents restored within and outside agreed Service Levels.
- Incident trends, including volumes created, resolved and outstanding during the reporting period.
- Major Incident summaries and significant service-impacting events.
- Repeat incident analysis and recurring fault trends.
- Service availability performance, including Platform Service Availability measurements where applicable.
- Planned maintenance activities completed during the reporting period.
- Security, capacity, performance or service health information where relevant to the Services provided.
- Continual Service Improvement initiatives, recommendations and agreed actions, where applicable.

Sipcom reserves the right to amend the content, format and delivery mechanism of service reports provided that such changes do not materially reduce the Customer's ability to review Service performance against the Service Levels set out in this Agreement.

All Service Availability measurements, statistics, reports and Service Level calculations provided under this Agreement shall be derived from Sipcom's monitoring, management and reporting systems, which shall be the authoritative source for determining Service performance against the applicable Service Levels.