

## Vaioni Service Level Agreement – Leased Lines

In the event Vaioni's support is not exceeding expectation or there is a fundamental issue in receiving adequate technical support, below is a list of mobile numbers which are readily available.

Technical Director	Call has been escalated to Technical Director – call has missed SLA and new action needs to be taken to recover this  Mobile No – 07852 987 991. email – matthew.hattersley@vaioni.com
Managing Director	Call has been escalated to management team – call is still not been resolved, secondary action has not been successful.  Telephone No – 07800 670 196. email – sachin.vaish@vaioni.com

### Leased Lines

This Service Level Agreement (SLA) is provided in addition to our contractual obligations under the terms and conditions for a Vaioni Leased Line and is limited in scope to wholly UK provided circuits with a contract length in excess of eleven months.

This document is part of the commitment that Vaioni provides to all customers and outlines the remedies available should Vaioni fail to meet our own high level of support and service.

#### Guarantees

Vaioni guarantees that the following minimum standards are met at all times.

##### Vaioni Network Backbone Availability

The Vaioni backbone has a 100% availability guarantee.

To claim if we fail to meet this guarantee, the following must be submitted to Vaioni:

Three date and time stamped ICMP traceroutes, taken at least one hour apart, within a four hour window, from the customer LAN must be submitted showing unavailability within the Vaioni backbone.

##### Vaioni Network Latency

Vaioni guarantee to provide a maximum average round-trip of 20 milliseconds latency between any two routers on the Vaioni backbone measured over a one hour period.

To claim if we fail to meet this guarantee, the following must be submitted to Vaioni:

Three date and time stamped ICMP traceroutes, taken at least one hour apart, within a four hour window, from the customer LAN showing a latency problem within the Vaioni backbone.

##### Vaioni Support Performance

Vaioni undertakes to return calls made to the Duty Support Engineer outside Vaioni Business Hours within 1 hour.

If a fault is subsequently raised a remedy will be applied.

##### Customer Circuit Availability

Where the circuit from the customer premises to the Vaioni point of presence was ordered by Vaioni, we will offer a 99.96% availability guarantee from Vaioni to the customer connection point on the Vaioni provided Managed Cisco Router or CPE regardless of the provision by a third-party (e.g. BT), with the aim of 100% available guarantee at all times. This guarantee excludes problems caused by power disruption at the customer premises or any customer device and associated cabling. This clause does NOT apply to transit customers, customers with circuit backup services such as ISDN/ADSL or alternate/bonded leased lines or where customer premises hardware has not been provided by Vaioni.

To claim if we fail to meet this guarantee, the following must be submitted to Vaioni:

The Vaioni customer fault reference.

A copy of the attached device running configuration.

A copy of the attached device SHOW VERSION (or non-Cisco equivalent) output.

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A copy of the attached device SHOW INTERFACE (or non-Cisco equivalent) output for the interface facing Vaioni during the outage.

### Customer Circuit Repair Time

Where a circuit from the customer premises to the Vaioni point of presence was ordered by Vaioni, we will offer a 6 Vaioni Hours 24/7 return to service guarantee, regardless of the provision by a third-party (e.g. BT), in the event of a circuit failure. This guarantee excludes problems caused by power disruption at the customer premises or the customer router and associated cabling. This clause does NOT apply to transit customers.

To claim if we fail to meet this guarantee, the following must be submitted to Vaioni:

The Vaioni customer fault reference

The time of the first contact with Vaioni.

### Router Repair Time

Where Vaioni supply, configure and install a Cisco router, we will provide automatically a 2hour response and 2hr fix 24/7 as standard.

### Exclusions

In all cases scheduled maintenance, as notified to the customer 48 hours in advance and emergency maintenance where notified to the customer 4 hours in advance are both exempt from claims under this SLA. Emergency maintenance carried out with less than 4 hours notice may be exempt, should the impact of not carrying out the maintenance cause a breach of the SLA. Denial of Service attacks against the customer's service is also exempt from claim under this SLA.

### Credits

Should any of the above metrics be breached then a service credit will be issued against the customer's circuit. The limit for claims is 10 days in a single 30 day period and 40 days in any 12 month period.

If there is an Outage, based on Vaioni data, Vaioni will apply a credit against the leased line rental. Where the outage period is less than or equal to ten (10) hours, Vaioni will apply a credit equivalent to one (1) day's rental charge per hour of downtime for that Leased line. For the purpose of calculating the outage period, a fraction of one (1) hour will be rounded-up to the nearest hour, provided the Customer reports the Outage within the "Claims" criteria below.

If Vaioni, based on its data, fails to meet the Latency Guarantee Vaioni will apply a credit to the Customer's rental charge for the leased line as follows:

- (a) If failure to meet the Latency Guarantee occurs in two consecutive calendar months, Vaioni will apply a credit equivalent to one day's rental charge for that Leased line;
- (b) If failure to meet the Latency Guarantee occurs for longer than two consecutive calendar months, Vaioni for each additional month will apply a credit equivalent to one day's rental charge for that Service.

### Claims

To claim against this SLA the customer must submit a claim within 2 days of the outage to [ccc@vaioni.com](mailto:ccc@vaioni.com)

Providing the information shown in the section entitled remedies above. Vaioni aims to reply and resolve all such claims within 30 days of receipt.

### Additional Information

Vaioni Group reserves the right to amend, modify or alter the thresholds and metrics measured by the SLA or change the level of remedy afforded to customers. Changes will be notified to the nominated contact at the customer organisation on a 30 day basis. A full, current copy of this SLA will be maintained online at <http://www.vaioni.com/> with a version number and publication date included. For the avoidance of doubt the following terms have been used in this document and have the following meanings:

"Attached Device" is defined as being the piece(s) of hardware that connect directly to the Vaioni provided Customer Premises Router.

"Remedy" is a credit made to a customers account upon the confirmation that a breach of this SLA has been made.

Vaioni will apply credit within 30 days of the confirmation of a breach and the customer is expected to continue to make payments to cover outstanding invoices until such time as the credit has been applied. At no stage will Vaioni make payments other than in the form of service credits.

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“Traceroute” is a generic term for a number of different software tools capable of providing network path diagnostics.

Due to the nature of the protocol used (ICMP) and the priority applied to efficiently route packets within Vaioni’s network, instantaneous results from a particular router may indicate a breach of this SLA but repeated tests must be taken to eliminate expected performance changes due to load. Customers should also be aware that ICMP echo requests may be suppressed for network security reasons and other diagnostic measure may be requested in these instances. A breach of SLA will not be remedied should such a security measure be in place.

“Backbone” is the network owned and operated by Vaioni and includes all links, hardware and devices used to transmit packets within the facilities operated by Vaioni. For the avoidance of doubt, Border devices used to delineate the Backbone from customer premises equipment are always sited in facilities operated by Vaioni and the Backbone is defined as starting at the connected port on this device.

# Vaioni Service Level Agreement – Wireless Ethernet

## Wireless Ethernet

The Service availability measure during a twelve (12) month period is **99.95%**.

Availability excludes any outages as a result of Planned Works, Minor Faults, customer provided power supply and force majeure events or any disruptions to the Services caused by customer. Availability measures also exclude any period of delay or refusal to provide access to the Sites or circuits for testing.

The Service has a target mean time to repair ("**Target MTTR**") of four (4) working hours for all major faults, from the time when Customer notifies a Critical Fault to the Vaioni Support Team. It is agreed that "working hours" means 9:00am to 5:30pm Monday to Friday excluding public holidays. Planned Works may be required at a later stage to undertake a permanent repair. The time for such repair shall be agreed between the parties at the relevant time.

Reduced charges, calculated as below, shall apply where Vaioni fails to restore the Services within the agreed period for each of the Service installations provided under this Service Level Agreement. Reduced charges shall not apply to any failure to restore Services within the Target MTTR period to the extent caused by delay or refusal to provide access to the Sites or circuits for testing. Vaioni shall apply the following reductions to the following month's rental charges in respect of individual installations or circuits that have not been restored within four (4) hours:

<b>Total Hours per month outside agreed repair (Target MTTR) time of 4 working hours per Critical Fault</b>	<b>Reduction of following month's annual rental charges (per circuit affected)</b>
0-4	1 day
4-8	2 days
8-16	3 days
16 +	5 days

Any reduced charges under this Service Level Agreement will be confirmed by credit note issued by Vaioni to Customer, confirming the adjustment to be made to the monthly charges otherwise payable.

To claim against this SLA the customer must submit a claim within 2 days of the outage to [ccc@vaioni.com](mailto:ccc@vaioni.com)

Providing the information shown in the section entitled remedies above. Vaioni aims to reply and resolve all such claims within 30 days of receipt. Claims must be made within 30 days of the incident and proof of posting is not a proof of receipt.

## Vaioni Service Level Agreement – Ultra 20 / U2 / IP Leased Line

### Ultra 20 / U2 / IP Leased Line

Vaioni undertakes to provide Internet access with Network Availability 99.9% of the time. Should the service experience Service Failure Vaioni sets out the following target repair times 'TTR' (Target Time To Repair) within 5 hours from the time Customer notifies Vaioni of the fault.

In the event of the TTR exceeding the periods set out above, Customer shall be entitled to service credits. Service credits shall be calculated on a monthly basis and shall be paid on the duration of the Service Failure in excess of the TTR at the rate of twice the hourly charge per hour (subject to maximum of £100 per day) for a maximum of 30 consecutive days. Hourly charge is calculated by dividing the annual Service Charges (excluding any hardware and setup fees) by 8640.

Delays in identifying or repairing the fault attributable to the Customer, shall be disregarded in the calculation of credits.

To claim against this SLA the customer must submit a claim within 2 days of the outage to [ccc@vaioni.com](mailto:ccc@vaioni.com)

Exclusions are

- a) where Customer has failed to make payment of any Charges when due and those Charges remain outstanding at the time the right to receive a credit arises.
- b) Service credits do not apply to failures of Service Equipment. Vaioni shall use reasonable endeavours to minimise disruption caused by faulty hardware, but service credits will only be paid on the 'wires only' part of the Service.

## Vaioni Service Level Agreement – Colocation

### Colocation

#### Remote hands

Equipment located in Vaioni rack space, a standard charge will be applied for all power cycles of £35 + VAT.

Vaioni is able to provide 'remote intelligent hands' assistance for customers. An intelligent remote hands session is where a Vaioni engineer will investigate the problem and attempt to resolve. Charges apply at our remote intelligent hands rate £125 + VAT per hour or part thereof.

Vaioni technical staff can execute specific commands as requested either in writing or during a telephone conversation with the customer. This service is known as 'remote hands'. Charges apply at our standard rate - £75 per hour or part thereof.

Should your server stop responding it's vital for your business to get it rebooted as quickly as possible. We will attempt to get your server rebooted within 60 minutes during business hours - Simply put in a reboot request via [support@vaioni.com](mailto:support@vaioni.com) or 0870 160 0650 and we'll do the rest.

#### Security

All servers are located in a secure building with both physical and electronic security. The building is protected by secure key card entry control, CCTV and an advanced intruder detection system.

#### Environmental Monitoring

Vaioni provides continuous environmental monitoring. The temperature in the data centre is monitored and maintained at a suitable temperature. In the event of a fire the VESDA smoke detection system automatically activates the FM200 gas suppression system which will extinguish any fire in seconds without damaging equipment.

#### Software Support and Maintenance

Vaioni is unable to provide any support for hardware/component failure associated with customer provided servers. It is the customer's responsibility to arrange on-site maintenance cover, through manufacturers, third party or own staff provision. All customer provided hardware must be fitted into the rack space using a correct manufacturer's rack mounting kit or mounted on shelves. Equipment not complying will be removed. The customer accepts sole responsibility for the installation of third party software. It is the customer's responsibility to ensure that they are in possession of valid licences for all software used on their collocated server. Vaioni is unable to provide technical support for third party applications. The customer is responsible for any conflicts that third party software installation may cause. If Vaioni is asked to provide any intervention to resolve conflict issues then a charge will be made at the company's standard consultancy rate of £100 per hour. Additional charges may apply for operations carried out by third parties.

#### Access to Colocation space

The customer will have physical access to their server by prior appointment only.

All appointments for physical access to collocated servers must be made by emailing [support@vaioni.com](mailto:support@vaioni.com) or via telephone to 0870 160 0650.

## Vaioni Service Level Agreement – IP Transit

### IP Transit

#### Network Service Level Agreement for Bandwidth

Vaioni warrants that its supply of access to the Internet shall be available at a level not less than 99.95% per month - the “Standard Service Level Guarantee”. The SLA shall only apply to the bandwidth Services.

Notification of Outage and Service Interruption Events - as part of an additional Service Level Agreement:

(a) An outage or service interruption event is defined when the second ping test fails or when the customer notifies Vaioni which will be carried out in the first instance by use of the online form and then as per the escalation procedure put in place by mutual agreement.

(b) Vaioni shall notify the Customer via the service status page of an outage or service interruption event within 30 minutes of such an outage being officially recorded

Vaioni may suspend the Service from time to time for necessary technical reasons and Network upgrades without invalidating its Service Level Agreement set out above provided that 1 days notice via the Vaioni’s Network status page, email or phone call has been given to the Customer and the period of suspension is not more than one hour.

If the event reported as per the escalation procedure is confirmed by Vaioni, then the Customer will receive service credit as calculated by the following formula:

For each 1% of lack of availability the customer will receive 1 day of service credit.

For faults that are not remedied within the 6 business hours above the following remedies will be applied to the customers account:

6-8 hours 1 day

8-12 hours 1.5 days

12-16 hours 2 days

16-24 hours 2.5 days

24+ hours 3 days

To claim against this SLA the customer must submit a claim within 2 days of the outage to [ccc@vaioni.com](mailto:ccc@vaioni.com)

# Vaioni Service Level Agreement - Managed Security / Cisco Device Management

## Managed Security / Cisco Device Management

Managed hardware is configured and operated to a specification agreed between the customer and Vaioni.

Vaioni will apply vendor updates and patches to managed hardware on a timely basis as defined in this document.

Vaioni will replace managed hardware found to be faulty on a next working day, same-day or on a 4hr working hour basis, subject to the limitations defined in this document.

Routine changes to the configuration of managed hardware will be made upon request, there are no chargeable thresholds applied to Vaioni managed products.

A dedicated team of experienced and qualified technical staff providing technical support for Vaioni managed services will be available during working hours. There are no time limits or quotas imposed on access to the technical support resource.

Customers of managed services have access to a 24/7 emergency contact number for priority issues concerning security or service availability.

All customers of managed services have the option to undergo a solution health check every six months, free of charge. The health check incorporates a report and presentation of the current Vaioni solution and details any improvements that can be made.

Vaioni guarantees a 1 hour response time for all telephone calls logged to the Technical Support Team and the emergency contact number.

Vaioni guarantees that changes to the configuration of managed hardware requested by telephone or e-mail during working hours will be executed within 4 working hours of the request being raised and a job ticket number being assigned.

Vaioni guarantees that managed hardware found to be faulty will be replaced next working day before 12 noon, or same-day or within 4 working hours based on faults warranting a replacement being diagnosed before 3pm of the preceding working day.

Vaioni guarantees that changes to the configuration of managed hardware will be made in accordance with the customer specification.

Vendor updates and patches will be applied to managed hardware subject to a period of acceptance testing and evaluation for routine updates of up to 10 working days. Vendor updates considered critical to the operation and integrity of managed hardware will be applied within 24 working hours of general availability.

Customers should telephone the Technical Support Team for routine enquiries during working hours and telephone the emergency contact number for emergency enquiries outside working hours. If a Vaioni technician is not immediately available to take the call the customer must leave a voicemail message with appropriate contact information and a brief description of the problem.

Vaioni reserves the right to refuse calls for routine change requests and enquiries presented to the emergency contact number.

The customer must be ready to supply all necessary data to corroborate the presence of a fault and be able to assist the Vaioni technician in determining the cause of the fault condition.

Claims against this service level agreement should be raised with the account manager responsible for the product or service in question.

Compensation payments will take the form of service charge credits, raised in respect of the monthly service charge for the affected product or service.

## Vaioni Service Level Agreement - Managed Security / Cisco Device Management

If Vaioni fails to meet the service level described in this document, Vaioni will pay the equivalent of one day's monthly service charge for each occurrence.

Compensation shall not exceed the total monthly service charge for any given month in which a fault occurs, regardless of the number of faults reported in that time against an individual product.

Customers can only claim against one service level agreement guarantee in respect of a single job ticket.

Claims must be made within 2 days of an incident being reported and must be submitted to [ccc@vaioni.com](mailto:ccc@vaioni.com)

Claims must be accompanied by a valid job ticket number.

Claims cannot be made against outages resulting from scheduled maintenance that may affect service availability.

Claims cannot be made in instances where an incident that is service affecting incident has been identified as being the result of a malicious act or otherwise through the actions of another Vaioni user that have been found to be in breach of Vaioni's stated Acceptable Use Policy (AUP) or product terms and conditions.

Claims cannot be made in respect of faults which are the result of misuse or interference with the managed hardware.

Claims cannot be made in respect of faults which are the result of data transmission originating from customer equipment.

## Vaioni Service Level Agreement – Hosted XC

### Hosted XC

Our Service Level Agreement (SLA) is designed to provide you with unsurpassed levels of availability and meaningful refunds for our failure to comply with them.

Service Level Agreement. ("SLA"). Your Mail Service will be available 100% of the time in a given calendar month, excluding downtime due to maintenance.

Downtime. Downtime exists if you are unable to send or receive mail as a result of a failure of your Mail Service. Downtime does not exist if you are unable to send or receive mail as a result of a failure outside of Vaioni's reasonable control, such as your connection to the Internet, your computer, your mobile device, or your systems. Vaioni will perform maintenance on the Mail Services on a regularly scheduled basis within its published maintenance windows, which will be announced on our system status page (<http://www.vaioni.com/ccc/servicestatus.php>). Vaioni may also perform unscheduled emergency maintenance if needed to address new security threats or other non-routine events. Delays that may occur while the Mail Service makes planned transitions between redundant system elements is considered maintenance. If Vaioni expects any maintenance to take more than twenty minutes, it will make reasonable efforts to post an announcement on the system status page at least seven (7) days in advance of the maintenance, but we do not guarantee such notice. Delivery delays are considered downtime only for the period that mail is not being processed.

In the event of downtime, you are eligible for a credit as follows:

if the downtime continues for five (5) consecutive hours or more, you may request a credit equal to the monthly recurring fee for the affected Mail Service (Vaioni Email, Microsoft Exchange, BlackBerry Enterprise Server or ActiveSync) multiplied by the percentage of your mailboxes affected (the "Maximum Credit"); or

If the downtime continues for less than five (5) consecutive hours, then you may request a prorated portion of the Maximum Credit equal to the number of minutes of downtime divided by five (5) hours (300 minutes).

You are not entitled to a credit if you are in breach of the Agreement (including your payment obligations to us) at the time of the occurrence of the event giving rise to the credit until you have cured the breach. You are not entitled to a credit if the event giving rise to the credit would not have occurred but for your breach of the Agreement.

You must request a credit through your control panel or via [ccc@vaioni.com](mailto:ccc@vaioni.com) within two (2) days following the end of the downtime. Your request must describe the downtime, including the specific Mail Service affected, the start and end time of the downtime, a percentage or list of mailboxes affected, and specifically how your use of the Mail Service was adversely affected. Vaioni will apply any credit that is due against your next invoice for Mail Services.

# Vaioni Service Level Agreement – VPLS

## VPLS

The Supplier shall use reasonable endeavours to provide the Services throughout the term of the Contract in a manner which meets or exceeds the Service Levels set out in this section.

The Service Credits set out in Tables 2A, 2B and 3 are subject to a maximum, in aggregate in any calendar month, of 100% of the monthly Rental for the Ethernet VPN Circuit in question.

Service Credits shall not apply and, for the purposes of these Service Levels, the Services shall be deemed to be Available in respect of any period where the Supplier's failure to meet the Service Levels results directly or indirectly from:

- a) Force Majeure;
- b) any actions or inactions of the Customer (including, without limitation, requests for testing of the Service by the Customer although no Fault has been detected, requests for modifications, failure of Customer Provided Apparatus, failure by the Customer to provide access to Service Equipment, failure by the Customer to operate the Services in accordance with the Contract);
- c) misuse of the Services contrary to the Contract;
- d) any planned outage
- e) any Fault that is not reported to the Supplier;
- f) any reported period of non-Availability where the Supplier can find no Fault;
- g) any Fault that is due to user error; and/or
- h) the Customer's failure to provide accurate forecasts if required in accordance with the Contract.

## Customer Promise Dates

For each Ethernet VPN Circuit, the Supplier will agree a Customer Promise Date. If the Supplier fails to meet this date and cannot demonstrate that the delay is caused by circumstances beyond its reasonable control (which, for the avoidance of doubt, shall include the late delivery of any third party circuit elements), the Customer will be entitled to compensation for the late delivery of the Circuit in accordance with Table 1 below.

Table 1

Number of whole calendar days by which the Customer Execute Date exceeds the Customer Promise Date	Compensation
1 to 5	5% of Installation Charges applicable to the affected Circuit
6 to 10	15% of Installation Charges applicable to the affected Circuit
11+	30% of Installation Charges applicable to the affected Circuit

In the event that the Customer Execute Date of a Circuit is delayed by more than thirty (30) days (the "Deadline") after the Customer Promise Date and it cannot be demonstrated that the delay is caused by circumstances beyond the Supplier's reasonable control (which, for the avoidance of doubt, shall include the late delivery of any third party circuit elements), then in addition to the compensation set out in Table 1, the Customer shall have the right to terminate the relevant Circuit. The compensation and the right to terminate the relevant Circuit in the circumstances set out herein shall comprise the Customer's sole remedy in respect of delays to the Customer Execute Date.

## Target Service Availability

For Ethernet VPN Circuits, the Supplier guarantees the circuit Availability for each Circuit to be at least 99.9% for a Service provided with a third party access circuit and 99.95% for a Service provided wholly on the Supplier Network, in each 12 month period following the Customer Execute Date and each anniversary thereof. For the purpose of calculating Availability, "Unavailable Time" means a period of time when there is a total break in transmission or where the bit error rate in each of ten consecutive seconds is worse than  $1 \times 10^{-3}$ . Where the

## Vaioni Service Level Agreement – VPLS

Availability of the Service falls below the percentages set out above, the Customer shall be entitled to Service Credits in accordance with Tables 2A and 2B below.

Table 2A

Circuit Availability in each 12 month period, where Circuit is provided using 3 <sup>rd</sup> party access circuit	Service Credits as percentage of one month's Rental applicable to the affected Circuit
99.9% or greater	0%
Less than 99.9% to 99.79%	60%
Less than 99.79% to 99.5%	90%
Less than 99.5%	100%

Table 2B

Circuit Availability in each 12 month period, where Circuit is provided wholly using the Supplier Network	Service Credits as percentage of one month's Rental applicable to the affected Circuit
99.95% or greater	0%
Less than 99.95% to 99.85%	60%
Less than 99.85% to 99.5%	90%
Less than 99.5%	100%

### Service Repair Time

The Target Repair Time for Ethernet VPN Ethernet Circuits is 5 hours. Where the Ethernet VPN Circuit utilises a BT Shorthaul Data Service or where the Fault is caused by a fibre break, the Target Repair Time is 48 hours. In the event that the Supplier fails to repair a Fault within the specified Target Repair Time then Service Credits will be payable in accordance with Table 3 below:

Table 3

Hours past Target Repair Time	Service Credits as percentage of one month's Rental applicable to the affected Circuit
up to 2 hours	6%
2 to 3 hours	12%
3 to 4 hours	18%
4 to 6 hours	24%
Greater than 6 hours	30%

Repair times for non-Service affecting faults will be agreed on a case by case basis. No Service Credits shall be payable for failure to repair non-Service affecting faults within the Target Repair Time.

Measurement of Repair Time will commence at the time the Customer or the Supplier raises a Remedy Fault ticket and will end when the Supplier confirms to the Customer that Service has been restored, or in the event that the Supplier is unable to contact the Customer, then from the time logged by the Supplier that Service is Available. Any period during which the Service is deemed Available pursuant to Paragraph 7 above shall not be included in the measurement of Repair Time.

## Vaioni Service Level Agreement – PWAN

### PWAN

Please use the SLA's given above to define the SLA of the connections that connects you to the PWAN. If a connection within your PWAN is not defined with an SLA, then it will not be covered under any SLA.

The core of the PWAN is defined by the SLA within the **Managed Security / Cisco Device Management** SLA above.