

# VSL Service Level Agreement (SLA)

**Tel:** 0800 093 3000 | **Email:** [sales@vslgroup.co.uk](mailto:sales@vslgroup.co.uk) | **Website:** [www.vslgroup.co.uk](http://www.vslgroup.co.uk)

VSL is the trading name of VSL Networks Ltd, and Voice Services Ltd

**Registered Office:** Unit 6, Martinfield, Welwyn Garden City, Hertfordshire, AL7 1HG

**VSL Networks Ltd:** Company Reg No: 05413070 Vat No: 859 6605 74 **Voice Services Ltd:** Company Reg No: 3478609 Vat No: 707453831

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## 1. Overview

### Introduction

VSL is a Telecommunications and Connectivity Solutions Provider that provides a business class service to our customers. This Service Level Agreement sets out the contractual service of the various products that we supply.

It is important that you have the correct support contract, telephony services and connectivity for your business requirements and this SLA should help you to decide the most appropriate products for your individual needs.

### What Products are Covered by the SLA?

The Service Level Agreement covers all our network services such as Ethernet and ISDN30e through to standard ADSL/Broadband. . We would suggest that where the Internet connection and email is crucial to your business you upgrade your service to the most reliable connection that you can afford.

Please note that some services rely on one or more products to deliver the customer end service, i.e. an ADSL circuit relies on an analogue line, so we recommend looking at the SLA of all components of your service.

The SLA covers support agreements for telecoms hardware and software such as telephone systems, call centre equipment, and call recording, hosted and cloud telephony as well as Wireless Networking. It also provides more detail on the choice of support contracts VSL offer.

**Please note: VSL take no responsibility for products or services not listed in the maintenance contract or on your monthly rental bill. It is your responsibility to ensure adequate support is in place for any product software or service that may be connected to or impact a VSL service. It is not VSL's responsibility to prove that connected products, software or services are at fault.**

### VSL Service Credits

Whilst it is a technical impracticality to provide a fault free service, VSL will endeavour to minimise the duration of any interruption to service in accordance with the terms set out in this agreement.

The VSL Service Level Agreement is backed by Service Credits. Please note that the value of all Service credits are based on a refund of the rental charge for the period a service is not working. We would ask all our customers to consider the impact of being without telephone lines, internet access/email for a week or more and to make adequate provision.

Service Credits are not designed to provide any form of recompense for consequential loss whether direct or indirect. Service Credits provide a commercial incentive that ensures VSL deliver a prompt service aimed at rectifying faults in line with the terms of this agreement.

Please note that Service Credits are payable against single faults, suffering from continuous downtime. Cumulative downtime over a number of incidents will not be aggregated into any calculations.

### Backup Circuits and Disaster Recovery Planning

Being without internet dependant services, phones and email can be critical for a client's business – a time related Service Credit of £10.00 for a one-week failure will not compensate your business against this failure, hence the importance of a backup policy which may include additional circuits, resilient hardware, and a disaster recovery plan including number management.

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In order to help you protect your business, VSL offer a full range of heavily discounted backup circuits often on a different core network. A VSL backup circuit provides an extremely robust and affordable backup solution and we strongly recommend you have a working backup in place. We also recommend your backup solution is tested on a monthly basis by whoever has responsibility for your IT.

Whilst it may be unrealistic for some businesses to allocate much budget to disaster recovery planning, there are some affordable products that deserve consideration and can have significant value to a business. To name a few: number management routing platforms, co-location sites and redundant power. Please ask your account manager for more information.

## Customer Contact

We understand that one of the most frustrating issues when you have a fault is when you are not kept up to date with progress. VSL has a policy to maintain regular contact with you for the duration of the fault and pledge to call with updates as soon as we have received an update from our supplier. Naturally, supplier SLA's are closely matched to ours and we are often reliant on the updates provided by them and the frequency of the update they pledge to us. Sometimes we simply have no news and have to wait the specified time before an update is provided. VSL will inform you of this in such cases. Our goal is the same as yours, so please be assured we will use all the tools available to us to get the quickest resolution.

## VSL Service Offerings

The Service wrap of your telephone lines or internet circuit is an integral part of the product that you are buying.

Please take the time to read the fault handling process and expected repair times that apply to your product. If you feel that these are not suitable you should consider upgrading your Service Level or installing a backup circuit that fully meets your needs.

The Service wrap covers the following points.

- Target Response Times.
- SLA Fix Times.

This SLA is divided into several sections.

- Wholesale Line Rental (WLR) which covers the provision of all telephone lines, Analogue and ISDN.
- Internet Service Provision covering all ISP products including ADSL 2 + FTTC, Ethernet over FTTC, Copper Ethernet and Fibre Ethernet.
- On Site hardware and software which includes on site PBX's, call recording, call logging, Wireless Controllers and access points
- Hosted and Cloud Solutions.

Each section provides separate response times for four different categories of faults.

- System Failure – a fault where there is no service.
- Major Faults – a fault that has a significant impact on the service you are receiving and affects more than 40% of your business.
- Minor Faults – a non-critical fault that does not significantly impact your ability to do business.
- Other – covering items such as the provision of additional services, changes to a service etc.

Please note only faults classed as System Failures that breach the product SLA qualify for consideration for Service Credits.

VSL have included response times and some target clearance times for Major Faults, Minor Faults & Other requests for the sake of completeness but no credits will be paid in relation to these issues.

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## Telephone Fraud

There are currently significant levels of telephone fraud occurring and the frequency and value is increasing. It is your responsibility to ensure that your telephone system is secure against being hacked by fraudsters. Call Fraud can escalate at an extremely high speed and you will be liable for the associated charges. VSL has various fraud detection procedures in place and we will endeavour to contact you as soon as we become aware that a fraud may be in progress.

Please note that VSL Fraud Detection is of a high standard but is provided on a non-contractual, reasonable efforts basis and you will remain liable for all calls made on your lines. We may contact you to discuss an unusually high volume of calls on your lines and may also attempt to block further calls on your lines in these circumstances, regardless as to whether we have been able to make contact with you. Please note that depending on the circumstances we may or may not be able to block calls from being made and you will need to physically disconnect your telephone system from the Public Telephone Network or Internet to be totally sure no more calls are being made. You should contact your telephone system maintainer who may be able to block calls.

## Explanation of Terms Used in this Document

“Support Desk Opening Hours” refers to the VSL office hours of 09.00 – 17.00 hrs Monday – Friday (excluding public holidays).

“Clock Hours” refers to calendar hours where the fault is being worked on by VSL or their suppliers. This has been abbreviated to “clk hrs” in some SLA tables.

“Contract Hours” refers to the hours where the fault is being worked on by VSL or their supplier during the times specified in their contract or their support agreement. This has been referred to as “cont hrs”

“Work Hours” refers to the hours where the fault is being worked on by VSL or their suppliers during the VSL Support Desk Opening Hours. This has been abbreviated to “wk hrs” in some SLA tables.

“AM appointment” is from 08.00 to 12.59 hrs

“PM appointment” is from 13.00 – 17.59 hrs.

“Response” refers to the first action taken by VSL to resolve an issue.

“Clearance” refers to the actual resolution of an issue.

“Parked Time” refers to the time that the clock is stopped. Should VSL ask you to test something, the clock stops until you respond that the requested action has been completed i.e. if we ask you to re-boot your router at 17:00 hrs and you don’t tell us this is completed until 11:00 hrs the following day, the clock will have stopped for

18 hours, which will be added to the SLA. This also includes (but is not limited to) the following scenarios: the time between the earliest supplier offered engineering appointment and the appointment accepted by the customer, the time between VSL dispatching a replacement router and the router being confirmed connected to the customer circuit, and any timeframe that site access is denied for an engineer until the engineer is subsequently able to attend site (i.e. not allowing 24 x 7 access).

Please note that if BT Group/OFCOM declare a MBORC (Matters Beyond our Reasonable Control) these SLAs will not be applied.

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Connectivity for Business

## 2. VSL Telephone Line Rental (WLR) and Calls - SLA

Detailed below are the SLAs for our range of telephone line services. This covers Analogue lines, ISDN2e circuits and ISDN30e circuits. There is also some detail about our Carrier Pre-Selection (CPS) / Least Cost Routing

(LCR) discounted calls service, although please note that there are no Service Credits on this service.

Please note that while a single Analogue line may not be vital to your business in itself, it may support an essential service such as ADSL, SDSL M or RedCare alarm monitoring. Please bear in mind the effect on your business should these services fail. Consequently you should ensure the SLA on your analogue line is at least as good as the SLA of the service it supports.

The key differences in support depend on the Openreach Service Level taken out on a circuit. The clear times for the different Service Levels are detailed below and target fix times start from the point VSL issue a case ticket number:

Service Level	Reporting Hours	Target Fix
Service Level 1	VSL support Desk Opening Hours Monday - Friday 9:00 - 17:00 (exc public and bank holidays)	EONWD+1: End of Next Working Day + 1, Monday to Friday excluding Public and Bank Holidays. For example, report Tuesday, clear Thursday before 23.59.59
Service Level 2	VSL Support Desk Opening Hours Monday - Friday 9:00 - 17:00 (exc public and bank holidays)	EONWD: End of Next Working Day, Monday to Saturday excluding Public and Bank Holidays. For example, report Tuesday, clear Wednesday before 23.59.59.59
Service Level 3	Monday to Sundays (including public and bank holidays) 07:00 - 21:00. Outside of VSL Support Desk Opening Hours please use the VSL out of hours support fault logging system	EONHWD: End of Next Half Working Day, Monday to Sunday including Public Holidays. For example, report by 12.59, clear by 23.59 the same day. Report after 13.00 clear by 12.59.59 the next day. <i>Please note BT engineers only work 0700 hrs to 2100 hrs.</i>
Service Level 4	Any time of day, any day of the year. Outside of VSL Support Desk Opening Hours please use the VSL out of hours support fault logging system	Clear within 6 hours, any time of day, any day of the year.

Analogue lines come with Service Level 1 as standard.

Multi-line Analogue lines, ISDN2e and ISDN30e services are only available with Service Level 2 as a minimum. Please note that if Openreach need to attend site you will need to provide access at your own cost.

Should Openreach not be able to contact you or gain access to the site the Service Level will default to the lowest level on your line type as this will delay the resolution of the fault. There will also be a Missed Appointment Fee of £85.00.

It should be specifically noted that if Service Level 4 has been purchased for a product but 24 x 7 site access is unavailable at the point after logging the fault with VSL, the Service Level will default to the lowest level on your product type.

System Failures Major Faults should be logged via telephone, rather than email. Response times are calculated in from the point VSL issue a case ticket number.

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**Connectivity for Business**

VSL reserve the right to add 'Parked time' on the target fix time in line with BT guidelines. Details can be provided on request.

We strongly recommend a Disaster Recovery (DR) Plan is in place for critical lines - please note that while most faults will be cleared within the target clear time, our experience is that a minority of faults take a week or more to rectify. This might include the use of alternate sites to receive telephone calls, or alternative lines on your main site. Areas to consider are what will happen if your main site is unusable, you have a power failure, your telephone system fails, or simply that the telephone lines are down. All of these scenarios require a slightly different response in order to keep your business up and running. Please contact us for assistance with an appropriate DR Plan.

## Telephone Fraud

There are currently significant levels of telephone fraud occurring and the frequency and value is increasing. It is your responsibility to ensure that your telephone system is secure against being hacked by fraudsters. Call Fraud can escalate at an extremely high speed and you will be liable for the associated charges. VSL has various fraud detection procedures in place and we will endeavour to contact you as soon as we become aware that a fraud may be in progress.

Please note that VSL Fraud Detection is of a high standard but is provided on a non-contractual, reasonable efforts basis and you will remain liable for all calls made on your lines. We may contact you to discuss an unusually high volume of calls on your lines and may also attempt to block further calls on your lines in these circumstances, regardless as to whether we have been able to make contact with you. Please note that depending on the circumstances we may or may not be able to block calls from being made and you will need to physically disconnect your telephone system from the Public Telephone Network or Internet to be totally sure no more calls are being made. You should contact your telephone system maintainer who may be able to block calls.

## VSL CPS/LCR

VSL's Carrier Pre-Selection (CPS) or Least Cost Routing (LCR) discounted call service - uses a combination of calls routing via our own network, and calls routed over the BT Wholesale network. The ability to make calls is subject to the line being live and dial tone being available. On our core network we aim for the service to be available 99.99% of the time. If there is an issue on our own network there is also an override code 1280 which will force a specific call onto the BT Wholesale network. This may be charged at a higher rate so this is for emergency use in the unlikely event the VSL network is not available. VSL is not liable for any costs that arise from using an alternative supplier.

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## 2.1. ISDN30e/ISDN2e/Analogue Lines

VSL Analogue Lines come with Service Level 1 as standard. Analogue Multiline typically come with level 2. We recommend that you add a service level agreement in line with your business expectations taking into consideration what it used for.

ISDN2 and ISDN 30 come with Level 2 as standard. Level 2 cover, faults can be reported during support desk hours of Mon-Fri 9-5 (exc public and bank holidays), however it offers an improved fault clear time, which is by end of next working day including Saturdays. (Clear by 23.59 next day, Monday to Saturday, excluding Public and Bank Holidays).

Lines can be upgraded to Service Level 3 or 4 and we would recommend these options for lines that are mission critical.

### 3. VSL Internet Service Provision - SLA

Detailed below are the SLAs for our range of Internet Circuits. The first section relates to Ethernet services which are becoming the UK's standard for business Internet connectivity – these services have some of the best SLAs in the market. We recommend that clients who rely on the Internet use an Ethernet circuit due to the better reliability, throughput and quality of these circuits which offer dedicated guaranteed bandwidth for each customer.

The second section covers our DSL Based Internet Services and includes all varieties of ADSL (2+, Elevated, and FTTC or Fibre Broadband) and Annex M products. VSL runs a business only ADSL network; however, it should be noted that DSL is a shared service designed to provide low cost Internet access.

#### 1st Year Warranty on Routers

Should equipment need to be replaced within the first 12 months the following procedure will apply.

- VSL & customer identify faulty equipment (at customers cost).
- Customer returns faulty equipment to VSL.
- VSL returns the equipment to manufacturer.
- Once repaired VSL courier equipment to customer.

Please note this may mean you are without the equipment for up to 4 weeks.

VSL supplied routers are covered by a standard 12-month warranty. Upon expiry of the warranty, should the hardware develop a fault this will be a chargeable item; either a chargeable repair or you will need to purchase new equipment.

#### Router Replacement Service

We recommend that all customers sign up to VSL's Router Replacement service. By upgrading to our 'Router Replacement Service' customers will receive a replacement router by 10.00 hrs the following working day, free of charge for faults where VSL has agreed that replacement is required prior to 1530 hrs the previous day.

All faulty equipment must be returned to VSL within 14 days of receiving a replacement or you will be invoiced for the replacement equipment. VSL reserve the right to replace the router with an alternative make and model.

## 3.1 Ethernet Service Level Agreement (including Private Circuits and Leased Lines)

### 3.1.1 Ethernet Product Description & Performance SLA

#### Ethernet Services

Ethernet circuits provide a dedicated high speed, symmetrical bandwidth solution that has lower overhead and has full SLA at network level (unlike all Broadband ADSL services).

Using either fibre or copper access technology, Ethernet provides flexible bandwidth options from 2Mb right up to 1Gb. As Ethernet has lower overheads than DSL services the circuits support a significantly greater throughput of data.

Ethernet provides guaranteed throughput on the entire bandwidth, meaning the headline speed quoted is what you will actually receive. Ethernet is ideal for mission critical bandwidth such as Voice or Video, and can be used for both Voice and Data.

Ethernet is available over FTTC, Copper (EFM Copper Ethernet) and Fibre (Fibre Ethernet).

Circuit Type	Max Download/Upload Speeds	Guarantee Uptime	Packet Loss Target	Latency Target	Jitter Target
Ethernet over FTTC	As quoted speeds	99.5%	0.1%	5ms	3ms
EFM Copper Ethernet	As quoted speeds	99.7%	0.1%	5ms	3ms
Fibre Ethernet	As quoted speeds	99.7%	0.1%	5ms	3ms

Please note that the Guaranteed Uptime is an average figure.

### 3.1.2 Ethernet Fault Repair SLA

#### VSL Ethernet SLA

Support for Ethernet products are available 24/7/365. Please note the SLA below refers to the Ethernet service only and not the analogue line it resides on. VSL recommend Level 4 cover on the analogue line and refer you to section 2 of this document for further information.

Ethernet Fault Repair SLA								
	VSL Target Response Time				SLA Restore Times (from service provider acceptance of the fault)			
Product Name	Complete Failure	Major Faults	Minor Faults	Other	Complete Failure	Major Faults	Minor Faults	Other
Ethernet over FTTC	30 mins clk hrs	2 clk hr	6 wk hrs	6 wk hrs	8 clk hrs	n/a	n/a	n/a
EFM Copper Ethernet	30 mins clk hrs	2 clk hr	4 wk hrs	4 wk hrs	7 clk hrs	n/a	n/a	n/a
Fibre Ethernet	30 mins clk hrs	2 clk hr	4 wk hrs	4 wk hrs	5 clk hrs	n/a	n/a	n/a

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## Connectivity for Business

VSL will aim to respond to all Ethernet faults within the VSL target response times above. The customer is expected to perform an initial self-diagnosis to establish that the problem resides on the circuit and not on related equipment or services. VSL will log the fault with the underlying circuit provider. Upon acceptance of the fault the underlying provider will issue VSL with a case number. Only when VSL has been provided with a case number does the clock start on the SLA restore times. The customer is expected to support the circuit provider (via VSL) in diagnostics. The clock may stop when further action or testing by the customer is required. VSL reserve the right to pass on any charges levied for faults logged that are found not to be the fault of the service provider.

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## 3.2 VSL DSL Internet Services SLA

In order to allow you to compare the different SLAs for the range of products the services are laid out in table format allowing easy comparison between products as well as identifying the characteristics of the circuit you have bought.

We also recommend a backup circuit for all locations where a failure of several days will impact severely on your business. Please note that while most faults will be cleared within a few days, sometime hours, our experience is that a minority of faults take a week or more to rectify.

### Performance Guarantees

With regard to Performance SLAs these cover line speed which specifies MAXIMUM rather than guaranteed speed.

Broadband providers offer no guaranteed fix times. If you require SLA or Product Guaranteed we would ask you to consider the Ethernet Product range.



Connectivity for Business

Product Name	Max Download Speed (Mb)	Max Upload Speed (Mb)
ADSL Business Broadband (10)	18	1.2
ADSL Business Broadband (50)	18	1.2
ADSL Business Broadband (100)	18	1.2
ADSL Business Broadband Unlimited	18	1.2
Fibre Broadband 40/10 (50)	38	10
Fibre Broadband 40/10 (100)	38	10
Fibre Broadband 80/20 (50)	78	18
Fibre Broadband 80/20 (100)	78	18
Fibre Broadband Unlimited	78	18

DSL Fault Repair								
Product Name	Target Response Times Wk hours				SLA Clearance Times			
	System Failure	Major Fault	Minor Fault	Other	System Failure	Major Faults	Minor Faults	Other
ADSL Business Broadband (10)	8	8	12	16	n/a	n/a	n/a	n/a
ADSL Business Broadband (50)	8	8	12	16	n/a	n/a	n/a	n/a
ADSL Business Broadband (100)	8	8	12	16	n/a	n/a	n/a	n/a
ADSL Business Broadband Unlimited	8	8	12	16	n/a	n/a	n/a	n/a
Fibre Broadband 40/10 (50)	8	8	12	16	n/a	n/a	n/a	n/a
Fibre Broadband 40/10 (100)	8	8	12	16	n/a	n/a	n/a	n/a
Fibre Broadband 80/20 (50)	8	8	12	16	n/a	n/a	n/a	n/a
Fibre Broadband 80/20 (100)	8	8	12	16	n/a	n/a	n/a	n/a
Fibre Broadband Unlimited	8	8	12	16	n/a	n/a	n/a	n/a

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## 3.3 Notes to DSL Service Level Agreement

### 3.3.1 Backup Circuits

We recommend that all customers have a backup circuit in place for all services that are mission critical, as covered elsewhere in this document. Some customers choose an identical product as a backup. Others choose a cheaper alternative and take the view that it will be sufficient for critical traffic in the event of their main circuit failing for the duration of time it takes to fix any fault on the main circuit.

VSL strongly recommends that an appropriate backup service is in place and tested on a regular basis. It is the responsibility of the Customer to ensure the backup service works as expected and that your staff understand how to put in place the fail over procedure.

### 3.3.2 DSL Extended Care

On some DSL circuits, VSL can provide an extended care agreement. It offers an improved response time on DSL faults of up to 4 hours. Please note this is an improved response time only and no fix or clear times are offered.

VSL does not recommend DSL products, even with Extended Care for business-critical broadband supply.

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### 3.3.3 Business Throughput Guarantee

Some business products have prioritised downstream and guaranteed upstream rates (assuming the sync rate is greater than the guarantee, otherwise the guarantee is the sync rate).

VSL does not guarantee local loop line quality and, therefore, cannot guarantee that all lines can support the prioritised upstream and minimum downstream bandwidth speeds specified for some of its business products.

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## 4.0 SIP Trunks

### General Information regarding SIP Trunks

VSL Sip Trunks can be used instead of traditional line services (like ISDN30) by routing calls over a data circuit provided either by the customer or VSL. They connect to the customers IP PBX or gateway service.

VSL Sip Trunks are provided with their own service agreement conditions unrelated to that of the circuit they sit on.

### 4.1 SIP Trunk Fault Repair SLA

The severity levels are:

- **Severity 1, High Impact** – Outages affecting the ability for all customers to make or receive voice calls – i.e. the ability for customers to talk to someone on their telephone device inbound or outbound. Target response is less than and no more than 2 hours. Target restoration time is less than 4 hours (clock hours). Response and restoration of Severity 1 tickets will be undertaken on a 24 x 7 x 365 basis.
- **Severity 2, Medium Impact** – Outages affecting the ability of any individual enterprises impacting aspects of their business operations, such as an outage affecting the ability for them to use product features or causing Call quality problems. Target response time is less than and no more than 4 hours. Target resolution time is less than and no more than 8 hours. Response and restoration of Severity 2 tickets will be from Mon –Fri, 08:00 – 18:00hrs. (Excluding UK Public and Bank holidays).
- **Severity 3, Minor Impact** – Outage affecting any individual enterprise experiencing a minor impaired service and is unable to use some platform features but most business operations continue. Target response time is less than and no more than 8 hours. Target restoration time is less than and no more than 24 hours. Response and restoration of Severity 3 tickets will be from Mon –Fri, 08:00 – 18:00hrs. (Excluding UK public and bank holidays).
- **Severity 4, Informational** – This severity is restricted to “How to...” Questions and therefore handled as non-service impacting. Target response time is less than but no more than 5 working days. Mon – Fri 08:00 – 18:00hrs (excluding UK public and bank holidays).

Type	Target Response Time (maximum)	Target Restoration Time (maximum)	Measurement Period
Severity 1 High	<2 hours (clk hrs)	<6 hours (Clock Hrs)	24x7x365
Severity 2 Medium	<4 hours (wk hrs) (exc public and bank holidays)	<8 hours (wk hrs) (exc public and bank holidays)	Mon – Fri 09.00 – 17.00 (exc public and bank holidays)
Severity 3 Minor	<8 hours (wk hrs) (exc public and bank holidays)	<24 hours (wk hrs) (exc public and bank holidays)	Mon – Fri 09.00 – 17.00 (exc public and bank holidays)
Severity Informational	5 working days (wk hrs) (exc public and bank holidays)	n/a	Mon – Fri 09.00 – 17:00 (exc public and bank holidays)

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Registered Office: Unit 6, Martinfield, Welwyn Garden City, Hertfordshire, AL7 1HG

VSL Networks Ltd: Company Reg No: 05413070 Vat No: 859 6605 74 Voice Services Ltd: Company Reg No: 3478609 Vat No: 707453831

VSL is only responsible for faults on the VSL network and shall not be responsible for faults with the End Users IP Access Circuits or CPE (unless covered by a VSL support agreement). If VSL does work to investigate or correct a reported fault and finds there is no fault in the Service because

- (a) Equipment has been connected other than in accordance with the above statements.
- (b) For any other reason, including where the equipment connected, whether authorised VSL/BT Equipment or not, has been miss-configured or in any way incorrectly connected.

VSL will have the right to raise a charge for reasonable costs for the work carried out.

## Scheduled maintenance and Major Service Alerts

Scheduled maintenance may occur at any time, however where possible we will try to carry out works during our maintenance window of 12:00 – 6:00. No service credits will be issued during this time.

Service outages degradation affecting multiple customers may require urgent network maintenance. VSL will try to minimise any impact on other customers on the network. As much notice as possible will be given prior to performing maintenance. Such efforts related to Urgent Network Maintenance shall not give rise to service credits.

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## 5.0 On Premise Hardware and Software SLA

### General Information Regarding On Premise Hardware

This section provides information regarding on premise hardware and applications and includes telephone systems and applications such as call centres, reporting, call recording, conferencing, call logging, voicemail and diallers. It also covers products such as wireless networks controllers, access points, routers and gateways.

Support contacts for on premise equipment are place on standard cover routinely. Upgraded cover can be purchased at any point during the contract. Contracts may be for 12, 24- or 36-month periods. Where possible, VSL will try to match the manufactures software assurance dates with the renewal of your VSL support contract. New products purchased during the year will be added onto the contract with the associated support value. If you wish to amend please speak to your account manager or the contracts manager.

As with line and connectivity products VSL recommend careful consideration is given to the level of support purchased to ensure it closely matches your expectations in terms of response and clear times and mirrors your opening hours.

This document supplements the VSL maintenance terms and conditions.

### 5.1 On Premise Hardware and Software Support Agreements

VSL have four main hardware support agreements. They are:

On Premise Hardware Support Agreements		
Product Name	Hours of Cover	Notes
Standard	09:00 - 17:00 Mon - Fri (exc. public holidays)	The main support desk is open for customers to report faults and log requests.
Enhanced	08:00 - 20:00 Mon - Fri (exc. public holidays)	Outside of standard hours, system failures and major faults will be attended to remotely.
Enhanced Plus	08:00 - 20:00 Mon - Sat (exc. public holidays)	If a site visit is required, customer will be prioritised for the first available appointment during standard cover working hours. Minor faults and programming requests are to be logged and attended to during Support desk opening hours. For minor faults and programming requests the clock runs during support desk opening hours only.
24/7	24 hour, 7 days a week. (inc. Public holidays)	

VSL On Premise Hardware Support Agreement SLA							
Product Name	Fault Request Target Response Time			Fault SLA Clearance Time			Programming Clearance Time
	System Failure	Major Faults	Minor Faults	System Failure	Major Fault	Minor Fault	
Standard	30 mins wk hrs	2 wk hrs	8 wk hrs	16 wk hrs	16 wk hrs	24 wk hrs	24 wk hrs
Enhanced	30 mins cont hrs	1 cont hr	4 wk hrs	16 cont hrs	16 cont hrs	24 wk hrs	24 wk hrs
Enhanced Plus	30 mins cont hrs	1 cont hr	4 wk hrs	8 cont hrs	8 cont hrs	24 wk hrs	16 wk hrs
24/7	30 mins clk hrs	1 clk hr	4 wk hrs	8 clk hrs	8 clk hrs	16 wk hrs	16 wk hrs

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The quoted fixed times are for faults that can be fixed remotely. Faults requiring site visits are not considered within these clearance times.

Occasionally, VSL are required to escalate faults directly to the manufacturer. On such occasions the clock stops. At the point the fault is passed back to VSL the clock time will resume. VSL will keep the customer informed of any updates and chase routinely based on the nature of the fault and the manufacturers target fixed times.

Remote access must be made available for so that we can dial in, make changes and test. Response and clear times are not valid for any customer without remote access.

In line with the terms and conditions of maintenance support, VSL are not responsible for faults occurring as a result of alterations made without the permission of VSL or from misuse or damage (accidental or other use) and reserve the right to charge for any works undertaken as a result of this.

Time spent, or site visits made to identify or resolve faults that are found to be equipment or services that are not supported under a VSL agreement will be chargeable. This includes but not limited to, power, cabling, routers, switches peripheral equipment such as headsets, power supplies, battery backups, lines and or circuits.

VSL are not liable for any consequential or indirect loss suffered by the customer whether this loss arises from breach of duty in contract or tort in any other way.

It is expected that the customer will provide assistance to ascertain the nature of the fault and perform simple tasks to aid the resolution of a fault. For example, swapping one phone out for another, rebooting a machine or making test calls. It is also expected that the customer provides reasonable continuity when logging a fault and that there is always a member of staff available who is managing the fault available.

The clock will stop if a fault has been passed back to a customer for testing and resume when the customer (or another supplier working on behalf of the customer) informs VSL of the outcome. Escalated faults are attended to during VSL support desk working hours.

## 5.2 Updates and Software Assurance

VSL will manage all products listed under the support agreement.

All software updates require a valid VSL support contract and up to date manufacturer software assurance contract if available. Manufacture support needs to be purchased via VSL. VSL engineers will apply free manufacture updates to fix faults as required. Updates will be installed at a mutually convenient time, within standard business hours. The engineering manager will decide if the update may be applied remotely or if a site visit is needed. Out of hours updates will be chargeable.

If a customer requires an update for the purpose of adding new features, then VSL will charge for any engineering time used to do this. This will be charged at normal half day and day rates. Any unauthorised updates installed shall invalidate the support agreement.

A VSL support contract may be purchased without manufacture support; however, VSL may be unable to fix a fault that requires an update. Software assurance can often be retrospectively purchased however there may be a reenlistment charge and it is likely to cost more. This will also take time to process.

## 5.3 Exclusions

The customer is responsible for all updates and security on any pc's and operating systems supplied by VSL and used for VSL applications such as MAS, Call Recording, ACDs and Voicemail. VSL is responsible for the application only. VSL will turn off automatic updates on set up to avoid unscheduled reboots. Any reboot

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Connectivity for Business

should be managed to ensure service is not stopped at inappropriate times and that any update does not affect the application. This is also true for any virtual environments using VMWare.

VSL are responsible for the applications only.

VSL recommend that regular backups are made for disaster recovery purposes. This is the customer's responsibility.

## 5.4 Remote Programming Fair Usage Policy

Remote work assumes there is a remote access connection. Remote work is not charged for but is subject to a 'fair usage policy' based on 1 request per £100.00 of the support contract value (excluding software assurance). This is calculated annually. VSL reserve the right to re-classify any such requests if the work required is deemed to be sufficiently complicated or detailed (perhaps with a need for live testing) as to require a site visit. VSL limit the programming to take no longer than 30 minutes per request without charge. In this situation a quote will be provided for the customers' approval.

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## 6.0 VSL Cloud Solutions

VSL Cloud service is located at a tier 3 data centre and is comprised of enterprise standard resilient hardware. VSL Cloud Services include telephony, wireless and data backup. These services are provided via cloud technology where the hardware, software and management are all remotely provided.

The support of Cloud Services does not as standard include support for switches, routers cabling and network services (unless these have been purchased from VSL with the necessary support packages).

Next working day, replacement handset cover can be supplied. Please ask your account manager for details.

## 6.1 Cloud Support Agreements

VSL have four main support agreements. They are:

VSL Cloud Hardware Support Agreements		
Product Name	Hours of Cover	Notes
Standard	09:00 - 17:00 Mon - Fri (exc. public holidays)	The main support desk is open for customers to report faults and log requests.
Enhanced	08:00 - 20:00 Mon - Fri (exc. public holidays)	Outside of standard hours, system failures and major faults will be attended to remotely. Minor faults and programming requests are to be logged and attended to during support desk opening hours. For minor faults and programming requests the clock runs during support desk opening hours only.
Enhanced Plus	08:00 - 20:00 Mon - Sat (exc. public holidays)	
24/7	24 hour, 7 days a week. (inc. Public holidays)	

VSL Cloud Support Agreement SLA								
Product Name	Fault & Programming Request Target Response Time				Fault & Programming Request SLA Clearance Time			
	System Failure	Major Faults	Minor Faults	Programming Request	System Failure	Major Fault	Minor Fault	Programming Request
Standard	30 mins wk hrs	2 wk hrs	8 wk hrs	n/a	8 wk hrs	8 wk hrs	24 wk hrs	24 wk hrs
Enhanced	30 mins cont hrs	2 cont hr	4 wk hrs	n/a	8 cont hrs	8 cont hrs	24 wk hrs	24 wk hrs
Enhanced Plus	30 mins cont hr	2 cont hr	4 wk hrs	n/a	8 cont hrs	8 cont hrs	24 wk hrs	24 wk hrs
24/7	30 mins clk hrs	2 clk hr	4 wk hrs	n/a	8 clk hrs	8 clk hrs	24 wk hrs	24 wk hrs

## 6.2 Network Maintenance

Scheduled maintenance refers to the upgrade of VSL's data network, voice network and servers used to deliver VSL Cloud PBX services to the customer. Scheduled maintenance may occur at any time during our maintenance window of 12:00 - 6:00. No service credits will be issued during this time.

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Service outages or network degradation affecting multiple customers will require urgent network maintenance. VSL will try to minimise any impact on other customers on the network. As much notice as possible will be given prior to performing maintenance. Such efforts related to Urgent Network Maintenance shall not give rise to service credits.

### 6.3 Fair Usage Policy

Remote work is not charged for but is subject to a 'fair usage policy' based on 1 request per £100.00 spent on user rental value. This is calculated annually. VSL reserve the right to re-classify any such requests if the work required is deemed to be sufficiently complicated or detailed (perhaps with a need for live testing) as to require a site visit. VSL limit the programming to take no longer than 30 minutes per request without charge. In this situation a quote will be provided for the customers' approval.

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## 7.0 VSL Hosted Complete

VSL Hosted Complete is a wrap of services that can including connectivity, calls and hosted communications platform (depending on the bundle purchased). Please note that this service is made up of products that contain their own individual service agreement levels, for example broadband. Please ask your account manager if you require further information on your personal Hosted Complete Package. The SLA on VSL Complete Communications Platform element is listed below.

### 7.1 VSL Hosted Complete Communications Platform

The severity levels are:

The service severity levels are;

**Severity 1 Critical Outage** – Problems severely affecting the service, and which require immediate corrective action.

**Severity 2, Major Impact** – Problems that cause conditions that seriously affect system operation, and which require immediate attention. The urgency is less than in critical situations because of a lesser effect on system performance.

**Severity 3 Minor Impact** – Problems do not significantly impair the functioning of the system and do not significantly affect the Service

**Severity 4 Informational** – This severity is restricted to “How To...” Questions and therefore handled as non-service impacting.

VSL shall aim to provide a solution/ temporary fix within the above target timeframes. Where a temporary fix is deployed to provide service, this will be followed with a permanent solution. Please note that VSL reserve the right to re-grade any tickets after initial investigation and/ or diagnostics.

Type	Target Response Time (maximum)	Target Restoration Time (maximum)	Measurement Period
Severity 1 High	<3 hours (clk hrs)	<6 hours (Clock Hrs)	Mon – Fri 09.00 – 17.00 (exc public and bank holidays)
Severity 2 Medium	<5 hours (wk hrs) (exc public and bank holidays)	<8 hours (wk hrs) (exc public and bank holidays)	Mon – Fri 09.00 – 17.00 (exc public and bank holidays)
Severity 3 Minor	<8 hours (wk hrs) (exc public and bank holidays)	<24 hours (wk hrs) (exc public and bank holidays)	Mon – Fri 09.00 – 17.00 (exc public and bank holidays)
Severity Informational	5 working days (wk hrs) (exc public and bank holidays)	n/a	Mon – Fri 09.00 – 17:00 (exc public and bank holidays)

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## 8.0 VSL Service Credits

### Service Credit Specifications and Conditions

In the event VSL fails to achieve the relevant Service Level Agreement clear time, VSL will offer a Service Credit subject to the following:

1. Time starts from when we issue a Fault Reference Number once fault has been received by VSL Customer Support Team.
2. All claims for Service Credits must be made within 10 working days of the fault being cleared. To be eligible for a Service Credit you must include the following: a. VSL Fault Reference Number, you will be issued with this when you report the fault. No service credit can be issued without this Fault Reference Number.  
b. You must have informed VSL of any service-affecting conditions at the time of failure and provided VSL with all other information reasonably requested in furtherance of troubleshooting the reported issue.  
c. Engineers must have been able to gain entrance to the premises if required to affect a repair.
3. VSL may reject any Service Credit request which does not provide sufficient supporting information to allow VSL to verify the claim.
4. All requests for Service Credits will be subject to confirmation by VSL and will be applied by VSL as soon as possible to a subsequent recurring invoice following approval.
5. Service Credits only apply to a complete System or circuit failure; no Service Credits will apply for other faults.
6. Please see below for the value of the Service Credit which in all cases is based solely on the rental amount charged per month.
7. Service Credits are payable against single faults with continuous downtime – recurring and occasional faults will be treated as separate individual faults in all cases.
8. No additional payments will be made for any form of consequential loss, whether direct or indirect, incurred due to any failure or partial failure of the service.

VSL will inform the client if we reject a request for Service Credits within 10 days of receiving the request, if the clients wish to contest this rejection, they may resubmit the request with any additional supporting information within 10 days of VSL's notification of its rejection of the credit request.

### Service Credit Calculations

Service Credits are calculated based on the contracted annual rental charge for the relevant circuit (calculated as the monthly charge x 12), pro-rated by the number of days of eligible Service Credit as applied on the relevant SLA. For each 24-hour period on which a Service Credit is due, the credit will be calculated as an amount equal to 1/365 of the applicable annual rental charge of the affected service. The maximum Service Credit payable in respect of all failures within any single calendar month shall not exceed the monthly fees charged by VSL for the relevant service for the month in which the Service Credit is claimed.

Any excess credits will not carry over into later invoices. Service Credits will be credited onto the client's monthly invoice, under the relevant service.

The Service Credits detailed herein for each Service Level Agreement shall be the exclusive remedy available to the Customer for VSL's failure to achieve such Service Level. This SLA does not represent a warranty or guarantee by VSL that services will be uninterrupted or fit for any particular purpose or intended use of any kind, and VSL shall not be liable for any damages of any nature or amount as a result of any failure to achieve any Service Level Commitment, other than the permitted Service Credits authorised and described hereunder.

### Installation and New Service Issues

New service and installation issues (line or circuit not live by target live date) are not included in the SLA agreement. Please note that billing for every circuit will commence on the date of installation by the supplier or another third party regardless of whether you are actually using the circuit.

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## 8.1 DSL and Annex M Service Credits

No service credits are offered for DSL or Annex M products.

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## 8.2 Ethernet Service Credits

If VSL fails to clear the Ethernet line fault reported in accordance with this SLA, VSL will credit your account in relation to each service affecting incident with one (1) days service credit for each 24 hour period after the SLA clear time that the service remains in a state meeting our definition of a System Failure.

Ethernet Service Credits are calculated based on the contracted annual rental charge for the relevant circuit (calculated as the monthly charge x 12), pro-rated by the number of days of eligible Service Credit as applied on the relevant SLA. For each 24 hour period on which a Service Credit is due, the credit will be calculated as an amount equal to 1/365 of the applicable annual rental charge of the affected service. The maximum Service

Credit payable in respect of all failures within any single calendar month shall not exceed the monthly fees charged by VSL for the relevant service for the month therein



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### 8.3 WLR (ISDN30e/2e/Analogue lines) Service Credits

If VSL fails to clear the WLR line fault reported in accordance with this SLA, VSL will credit your account in relation to each service affecting incident with one (1) days service credit for each 24 hour period after the SLA clear time that the service remains in a state meeting our definition of a System Failure.

WLR Service Credits are calculated based on the contracted annual rental charge for the relevant circuit (calculated as the monthly charge x 12), pro-rated by the number of days of eligible Service Credit as applied on the relevant SLA. For each 24-hour period on which a Service Credit is due, the credit will be calculated as an amount equal to 1/365 of the applicable annual rental charge of the affected service. The maximum Service

Credit payable in respect of all failures within any single calendar month shall not exceed the monthly fees charged by VSL for the relevant service for the month therein

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## 8.4 SIP Trunks

If VSL fails to clear the SIP Trunk fault reported in accordance with this SLA, VSL will credit your account in relation to each service affecting incident with one (1) days service credit for each 24-hour period after the SLA clear time that the service remains in a state meeting our definition of a System Failure.

WLR Service Credits are calculated based on the contracted annual rental charge for the relevant circuit (calculated as the monthly charge x 12), pro-rated by the number of days of eligible Service Credit as applied on the relevant SLA. For each 24-hour period on which a Service Credit is due, the credit will be calculated as an amount equal to 1/365 of the applicable annual rental charge of the affected service. The maximum Service

Credit payable in respect of all failures within any single calendar month shall not exceed the monthly fees charged by VSL for the relevant service for the month therein

## 8.5 On Premise Hardware and Software Service Credits

If VSL fails to clear the hardware or software fault reported in accordance with this SLA, VSL will credit your account in relation to each service affecting incident with one (1) days service credit for each 24-hour period after the SLA clear time that the service remains in a state meeting our definition of a System Failure.

On Premise Hardware and Software Service Credits are calculated based on the contracted annual support agreement charge for the relevant hardware or software (calculated as the monthly charge x 12), pro-rated by the number of days of eligible Service Credit as applied on the relevant SLA. For each 24-hour period on which a Service Credit is due, the credit will be calculated as an amount equal to 1/365 of the applicable annual rental charge of the affected service. The maximum Service Credit payable in respect of all failures within any single calendar month shall not exceed the monthly fees charged by VSL for the relevant service for the month therein.

The credit relates to core hardware or software only such as the telephone system but excludes add on components such as handsets, voicemail, conferencing, call centres, recording, pc's diallers, CTI and call logging. In the case of wireless, it covers the controller but not the access points. Customers can request a charges breakdown of their support contract at the point of renewal.

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## 8.6 VSL Cloud Service Credits

If VSL fails to clear the VSL Cloud fault reported in accordance with this SLA, VSL will credit your account in relation to each service affecting incident with one (1) days service credit for each 24-hour period after the SLA clear time that the service remains in a state meeting our definition of a System Failure.

VSL Cloud Service Credits are calculated based on the contracted annual support agreement charge for the relevant hardware or software (calculated as the monthly charge x 12), pro-rated by the number of days of eligible Service Credit as applied on the relevant SLA. For each 24-hour period on which a Service Credit is due, the credit will be calculated as an amount equal to 1/365 of the applicable annual rental charge of the affected service. The maximum Service Credit payable in respect of all failures within any single calendar month shall not exceed the monthly fees charged by VSL for the relevant service for the month therein. It shall only include the core service and not additional features or product add-ons.

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## 8.7 VSL Hosted Complete Service Credits

If VSL fails to clear the VSL Hosted Complete fault reported in accordance with this SLA, VSL will credit your account in relation to each service affecting incident with one (1) days service credit for each 24-hour period after the SLA clear time that the service remains in a state meeting our definition of a System Failure.

VSL Hosted Complete Service Credits are calculated based on the contracted annual support agreement charge for the relevant hardware or software (calculated as the monthly charge x 12), pro-rated by the number of days of eligible Service Credit as applied on the relevant SLA. For each 24-hour period on which a Service Credit is due, the credit will be calculated as an amount equal to 1/365 of the applicable annual rental charge of the affected service. The maximum Service Credit payable in respect of all failures within any single calendar month shall not exceed the monthly fees charged by VSL for the relevant service for the month therein. It shall only include the core Hosted Communications service and not additional features or product add-ons that make up the bundle, for example the connectivity.

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**Registered Office:** Unit 6, Martinfield, Welwyn Garden City, Hertfordshire, AL7 1HG

**VSL Networks Ltd:** Company Reg No: 05413070 Vat No: 859 6605 74 **Voice Services Ltd:** Company Reg No: 3478609 Vat No: 707453831

## 8.8 Exclusions

VSL will not be responsible for, and Service Credits will not be issued in connection with, any failure by VSL to meet a Service Level Agreement by reason of any of the following:

1. Any Customer act or omission, including without limitation any negligence, wilful misconduct or misuse of any service or equipment, which impairs VSL's or our wholesale partner's ability to provide service.
2. Scheduled and Emergency maintenance on the VSL network.
3. Failure on the part of the customer to timely report the incident and open a Customer Fault Reference in as described in this SLA.
4. VSL may modify the Service Level Agreements and the level of Service Credits for the failure by VSL to meet any Service Level Agreement at any time. Such modifications shall be deemed effective immediately upon posting of the modified SLA on the VSL web site, [www.vslgroup.co.uk](http://www.vslgroup.co.uk) or by notifying you. If you have any questions, please contact your Account Manager.
5. Your account must be kept up to date throughout the contract period, and contract terms must be adhered to, including payment by monthly Direct Debit; failure to do so will invalidate this SLA agreement. We retain the right to update this SLA in part or full, with 30 days written notice.

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## 9.0 Escalations

### General information on Escalations

This is a reference for VSL customers whereby it is deemed necessary to escalate a matter.

An escalation should only be raised if VSL have failed to meet a published SLA. Customers should also initiate a support escalation if they feel the fault is not progressing.

### Raising an escalation.

Both the person requesting the escalation and the person receiving the escalation have certain commitments to secure effective escalation management.

There are 4 escalation levels starting at level 1 up to level 4. A summary of the levels is given below:

- Level 1 - Initial escalations should go via the Customer support desk
- Level 2 - Service Manager responsible for the Service Team
- Level 3 - Your Account Manager
- Level 4 - The Operations Manager or the Sales Manager.

## 10.0 Contact Details

### Logging a Fault

All faults and service failures are to be logged with the VSL support team.

Please call 0800 093 3000 or email [support@vslgroup.co.uk](mailto:support@vslgroup.co.uk)

Note: Urgent faults such as system failures and major faults should be logged by phone not email.

Where possible please nominate one contact who is responsible for the communication and logging of faults. The nominated contact will be required to assist our network engineers with diagnostics and testing in order to correct the fault/programming change as quickly and correctly as possible.

Please provide as much information as possible in regard to the fault as well as your contact information.

### Logging of Faults outside of Support Desk Opening Hours

Outside of support desk opening hours please ring our normal number: 0800 093 3000 and follow the prompts to log your fault. You will be directed to an out of hours support voicemail box. Please leave a description of the fault, the company name and location and your contact details. Your message will be sent to our on-call support team who will promptly call you back to discuss your fault. A valid support agreement must be in place for the product you are logging a ticket for.

### Programming Changes

Programming changes should be emailed to [support@vslgroup.co.uk](mailto:support@vslgroup.co.uk) Please provide as much detail as possible. If you wish to discuss more significant changes to your system or need to add functionality you may prefer to speak to your account manager.

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