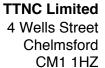


TTNC - Service Level Agreement (SLA)

Revised: June 2016





Contingency Plan and Network Details

All of TTNC's Numbers and Call Services are operated via a Cluster of 4 Redundant Switches in Telehouse, London. If a switch fails, then the calls that were going to that switch will be instantly routed into a different switch until such time as the failing switch is recovered.

TTNC always maintains enough spare capacity on each switch to cover such eventualities and therefore minimise/prevent any disruption to services. Wherever feasible, there is always back up options (i.e. multiple carrier choices, multiple routers, multiple equipment locations etc).

For Termination, there are 15 Interconnects with BT in Telehouse, 10 Interconnects with BT in Bristol and multiple direct connections to over 20 major International Carriers.



Service Level Agreement

1. This agreement should be read in conjunction with the General Terms and Conditions. The terms agreed in the General Terms and Conditions will supersede any items in this SLA where there is duplication or omission.

A copy of the General Terms and Conditions can be found here:

http://www.ttnc.co.uk/about-us/terms-and-conditions/

- 2. TTNC will take all reasonable steps to restore Service in accordance with this agreement.
- 3. Neither party shall be liable to the other for failure to perform any obligation under this Agreement (other than an obligation to pay) where such failure was outside such party's reasonable control, including without limitation, the consequence of natural phenomenon, war, civil disorder, inclement weather, fire, failure or shortage of power supplies, seller failure, breach, or delay, industrial disputes, acts or omissions of government, acts or omissions of other telecommunications operators, compliance with statutory obligation, or any other cause beyond TTNC's reasonable control.
- 4. Within TTNC's reasonable control, TTNC commits to 99.9% availability. This is applicable to the processing of calls that have been passed to our VoIP network from the public telephone network, or in relation to accessing our domains https://www.ttnc.co.uk and https://www.myttnc.co.uk or any sub domains of these. Maintenance periods are excluded from this calculation.
- 5. This Agreement may not be assigned or transferred by the Customer to any third party without the prior written consent of TTNC.
- 6. Nothing in this Agreement shall create or be deemed to create a partnership or the relationship of principal and agent between the parties.
- 7. No failure or delay by TTNC in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right and no waiver by TTNC of a breach of any provision of this Agreement shall be deemed a waiver of any subsequent breach of the same or any other provision. Any waiver or breach must be expressed in writing by the party waiving such breach.
- 8. If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part the other provisions of this Agreement and the remainder of the affected provision shall continue to be valid.
- 9. The rights of TTNC under this Agreement are cumulative and in addition to any other right or remedy available to it at law or in equity.
- 10. This Agreement shall be governed by and construed in accordance with the laws of England.
- 11. Category A (Critical) faults may be reported by calling either 020 3151 1000 or 0800 468 1000 during office hours (09:00 to 17:00 GMT, Monday to Friday) or to 07495 034 036 out of office hours, including any public holidays. You will be asked to leave details and a member of our technical team will be contacted as a matter of urgency.



TTNC Limited 4 Wells Street Chelmsford CM1 1HZ

- 12. Category B faults should be reported by calling either 020 3151 1000 or 0800 468 1000 during office hours (09:00 to 17:00 GMT, Monday to Friday) or to 07495 034 036 out of office hours, including any public holidays. We request that all out of hours faults reported by telephone be followed up with an email to support@ttnc.co.uk to ensure that details can be logged accurately.
- 13. Category C faults should be reported by calling either 020 3151 1000 or 0800 468 1000 during office hours (09:00 to 17:00 GMT, Monday to Friday) or by emailing support@ttnc.co.uk
- 14. Before reporting a fault to TTNC, the customer will carry out full and comprehensive tests to determine the extent and location of the fault. All details to be included in fault report to assist with prompt resolution. It is the responsibility of the customer to use the correct reporting method for the grade of fault to be reported.
- 15. Once the fault has been logged fault investigation will begin. TTNC will contact and liaise as appropriate with any 3rd party carrier/operator or service provider. Regular updates will be provided to the Customer as per agreed timescales and based on severity of the problem. Details of expected time to fix (if available) will also be provided by TTNC.



FAULT CATEGORY

16. Category A (Critical)

All inbound numbers have ceased to work and termination to all destinations has ceased.

17. Category B

Customers are unable to interface with TTNC's network or some inbound numbers are failing.

18. Category C

Poor call quality is experienced to any destination or Reports or CDR's are unavailable online.

RESPONSE TIME

19. From the time of reporting, the target times to respond to **Category A** faults are:

During office hours (09:00 to 17:00 GMT, Monday to Friday) = 1 hour Out of office hours (including public holidays) = 2 hours

20. From the time of reporting, the target time to respond to **Category B** faults is:

During office hours (09:00 to 17:00 GMT, Monday to Friday) = 2 hours Out of office hours (including public holidays) = 4 hours

21. From the time of reporting, the target time to respond to a Category C fault is:

During office hours (09:00 to 17:00 GMT, Monday to Friday) = 6 hours Out of office hours (including public holidays) = 8 hours

FAULT CLEARANCE

22. On successful identification and rectification of the fault by TTNC, the Customer will be notified (where applicable), and will be requested to carry out a test to ensure that the fault has been cleared to their satisfaction. If it is identified that a fault is still apparent TTNC must be notified accordingly, if no notification is received the fault will assumed to be clear.

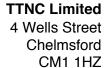
ESCALATION PROCEDURE

23. If as a result of the service levels being breached, or as a result of a Category A Fault, escalation Will be carried out as follows;

Call **07495 034 036** 24 hours a day, 7 days a week. You will be asked to leave details and a member of our technical team will be contacted as a matter of urgency.

PLANNED MAINTENANCE AND UPGRADES

24. Planned network maintenance or upgrades may be required from time to time. 7 days notice will be given to all customers that may be affected by this type of outage.





25. TTNC will use all reasonable endeavours to carry out this work with little or no disruption to customers but if TTNC and the Customer cannot agree the timing of the outage TTNC's decision shall be final.

UNSCHEDULED MAINTENANCE

26. Under exceptional circumstances, it may be necessary to perform emergency maintenance, without prior notice. TTNC will endeavour to provide as much notification as possible for emergency maintenance.

FAULTS ATTRIBUTABLE TO A THIRD PARTY

27. If a fault is identified as being attributable to a third party (i.e. neither the Customer nor TTNC), the fault shall be deemed to be the responsibility of TTNC but no downtime will be included in Service availability calculations. In such event, TTNC will use all reasonable endeavours to restore the Service within the target times to repair.