



Kelia Service Level Agreement

SERVICE LEVEL AGREEMENT RELATING TO LEASED LINES

KELIA TERMS AND CONDITIONS OF SUPPLY

Kelia Limited a company registered in England & Wales, (Company Number 11919939) whose registered office is at Lodge Offices, Turton Gardens, Feckenham. B96 6JB (“hereafter referred to as Kelia”)

And

1. Agreement

- 1.1 The document comprises of the agreed Service Level Agreement (“SLA”) between Kelia and The Customer for ***accepted orders and being delivered by Kelia under the signed Kelia standard terms and conditions.***
- 1.2 The service levels contained in this SLA apply to all engagements between the Customer and Kelia. This SLA together with the Kelia Standard Terms and Conditions (as appropriate and amended from time to time in accordance with those terms) together form the Agreement between the parties and shall apply to the arrangement between Kelia and the Customer to the exclusion of any other terms on which the Customer purports to rely, or any course of dealing. Where there is any conflict between the terms of this SLA the customer Agreement, the latest terms and conditions of service will apply.
- 1.3 All work carried out is subject to the terms of the Agreement and this SLA except to the extent that changes are expressly agreed in writing by Kelia.
- 1.4 This SLA once executed shall be subject to the terms of the Agreement. Words in this SLA shall have the same meaning as set out in the Agreement.
- 1.5 The provisions of this SLA shall come into effect as follows:
 - 1.5.1 Procedural and process service levels shall apply from the date of signing of the Agreement referred to in clause 1.1 above.
 - 1.5.2 Service levels relating to the delivery of a Service provided under the Agreement shall apply from the date of acceptance of the Service Order.
 - 1.5.3 Service levels relating to the performance and incident rectification of a Service provided under the Agreement shall apply from the date the Service is Accepted by The Customer.
- 1.6 Any amendment requested or proposed by the Customer shall, if agreed by Kelia, only apply to the extent that those amendments are expressly set out in a formal agreement which refers to this SLA and its date, and which is signed by Kelia.

2 Guarantees

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

2.1 Order Review and Processing

- 2.1.1 Kelia will process every Order Form and acknowledge back to The Customer within 2 working days of electronic receipt.
- 2.1.2 Kelia will process any specific request(s) contained within the Order Form and respond to these within 20 working days of receipt acknowledgement as in clause 2.1.1 above. This includes responses to any specific service related questions, costs or indicative provision dates.

2.2 Kelia Core Network Availability

- 2.2.1 The Kelia supplier network has a 99.99% availability guarantee.
- 2.2.2 In the event Kelia fail to meet this guarantee, three (3) date and time stamped ICMP (internet Control Message Protocol) traceroutes, which have been taken a minimum of one hour apart (whereby the period window does not exceed four hours) must be submitted to Kelia by the Customer in a form acceptable to Kelia. This information should be obtained from the Customer's Local Access Network (LAN) equipment and should clearly show unavailability within the Kelia core network.

2.3 Kelia Network Latency

- 2.3.1 Kelia guarantee to provide a maximum average round-trip of 20 milliseconds latency between any two routers on the Kelia supplier network measured over a one hour period.
- 2.3.2 In the event Kelia fail to meet the guarantee contained in clause 2.2.1, the following information must be submitted to Kelia, three (3) date and time stamped ICMP traceroutes, which have been taken a minimum of one (1) hour apart whereby the period window does not exceed four hours. This should be obtained from the Customer LAN equipment clearly showing the latency issue within the Kelia supplier network.
- 2.3.3 If an Incident is subsequently raised investigation and diagnostics will be instigated.

2.4 Customer Circuit Availability

- 2.4.1 Kelia aims for 100% availability of circuits provided by us on our networks.
 - 2.4.1.1 Where the circuit from the customer premises to the Kelia point of presence is delivered using a third-party network, we will pass on the availability guarantee from the provider on request.
- 2.4.2 The guarantee contained in clause 2.4.1 excludes:
 - 2.4.2.1 incidents caused by power disruption at the Customer premises;
 - 2.4.2.2 incidents caused by any Customer device and associated cabling.
- 2.4.3 Clause 2.4.1 does NOT apply to:
 - 2.4.3.1 transit customers;
 - 2.4.3.2 customers with circuit backup services such as ISDN/ADSL; or
 - 2.4.3.3 alternate/bonded leased lines; or
 - 2.4.3.4 where Customer premises hardware is not the responsibility of Kelia.

2.5 Customer Circuit Repair Time

2.5.1 The timing of Response and Resolution times will depend on the level of support service provided by Kelia:

2.5.1.1 Where the service is monitored and managed by Kelia, the timing of Response and Resolution will commence from the point that an issue is identified by the customer and a ticket is raised by them with Kelia.

2.5.1.2 Where the service is managed but not monitored by Kelia, the timing of Response and Resolution will commence from the point that the fault is reported by the Customer to Kelia and Kelia raise the issue with a ticket to the service provider.

2.5.1.3 Where the service is neither monitored nor managed by Kelia, the timing of Response and Resolution will commence from the point that Kelia support engineers confirm the issue as relating to an Kelia or 3rd party supplier circuit problem and not from the time the fault is reported by the Customer.

2.5.2 Kelia would expect that the Customer has fully performed and undertaken network and circuit diagnostic checks and verified that the issues are due to the Kelia or the 3rd party supplier's network, before a fault is raised to Kelia support.

2.6 Performance SLA's

See clauses 2.5.1.1 to 2.5.1.3 for commencement of SLA performance times.

Standard Service Targets/SLA				
Priority	Description	Response Time	Target Resolution Time	KPI Target
1	Major service outage on Kelia supplier network or service providers distribution connection.	1 Hour	6 Hours	90%
2	Degraded service or partial loss of service including increased latency and circuit unavailability	2 Hours	8 Hours	90%
3	Incident or request for system administration support where a failure workaround is in place	8 Hours	2 Working Days	90%

2.7 The SLA performance contained in clause 2.6 exclude:

- 2.7.1.1 incidents caused by power disruption at the Customer premises; or
- 2.7.1.2 the Customer CPE and associated cabling.

2.8 In the event Kelia fail to meet this guarantee, the following information must be submitted to Kelia:

- The Kelia customer helpdesk ticket reference – this can be received by emailing support@kelia.co.uk.
- A copy of the attached device running configuration clearly showing the issue.
- A copy of the length of time the issue was observed /monitored for.

3 Exclusions

3.1 The service levels shall not apply:

- 3.1.1 In all cases of scheduled maintenance (such as planned engineering work), as notified to the Customer 48 hours in advance and emergency maintenance where notified to the Customer four hours in advance are both exempt from claims under this SLA.
- 3.1.2 To emergency maintenance carried out with less than four 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.
- 3.1.3 Where Services are suspended or reduced pursuant to the Agreement as a result of the default of the Customer.
- 3.1.4 Any event of Force Majeure.
- 3.1.5 This SLA shall cease to apply where the Customer is in breach of the Agreement.

4 Credits

4.1 Should any of the above metrics be breached then a service credit will be issued to the customer against the circuit referenced with the issue. The limit for claims is equivalent to the SLA Kelia receives from its supplier operator directly and will vary depending on the operator used.

4.2 If there is an outage, based on Kelia data, Kelia will apply credits in accordance with the criteria below:-

Priority	Target Resolution Time	SLA Service Credit / Maximum Claim
1	6 Hours	1 day's circuit rental for each clock hour of outage beyond 6 hours, up to a maximum of 10 days in any calendar month / 40 days in any calendar year.
2	8 Hours	1 day's circuit rental for each calendar day of issue recurring beyond 8 hours, up to a maximum of 5 days in any calendar month / 20 days in any calendar year.
3	2 Working Days	No service credits are issued. Kelia will give best endeavours to support and assist with any customer diagnostic / workaround required.

4.2.1 Where the circuit from the customer premises to the Kelia point of presence is delivered using a third-party network we will directly issue the service credit issued by the provider in full to the Customer.

- 4.3 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.
- 4.4 If Kelia, based on its data, fails to meet the latency guarantee Kelia will apply a credit to the customer’s rental charge for the leased line as follows:
- 4.4.1 If failure to meet the latency guarantee occurs in two consecutive calendar months, Kelia will apply a credit equivalent to one day’s rental charge for that leased line;
- 4.4.2 If failure to meet the latency guarantee occurs for longer than two consecutive calendar months, Kelia for each additional month will apply a credit equivalent to one day’s rental charge for that service.
- 4.5 The limit for SLA claims is a total value equivalent to 10 days rental in any calendar month and to a maximum of 40 days in any one calendar year

5 Claims

- 5.1 To claim against this SLA the customer must submit a claim within two working days of the incident resolution to customerservices@kelia.co.uk.
- 5.2 When making its claim, the Customer should provide Kelia with such supporting information as is specified in this SLA as would be relevant to such claim. Kelia aims to reply and resolve all such claims within 30 days of receipt.
- 5.3 Kelia will apply credit within 30 days of the Kelia 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.
- 5.4 At no stage will Kelia make payments other than in the form of service credits.

6 Additional Information

- 6.1 Kelia 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 not less than 30 days’ notice.
- 6.2 A full, current copy of the Kelia terms and conditions will be maintained online at <http://www.kelia.co.uk>
- 6.3 In this SLA “core network” means the network owned and operated by Kelia and includes all links, hardware and devices used to transmit packets within the facilities operated by Kelia. For the avoidance of doubt, border devices used to delineate the core network from customer premises equipment are always sited in facilities operated by Kelia and this network is defined as starting at the connected port on this device. With responsibility for diagnosis between this NNI and the customer being primarily with the customer.
- 6.4 Hours of Operation – The Kelia Service Desk is open Monday - Friday 08:00-18:00 excluding weekends and public holidays. Urgent out of hours contact details are supplied to the customer directly depending on the service taken, or via support@kelia.co.uk.

SERVICE LEVEL AGREEMENT RELATING TO TELEPHONY

1.1 Provisioning

All stated timelines are from the receipt of a fully validated order and they exclude any activity that requires site survey, non-gold addresses or installations that require additional line plant. Timelines are subject to supplier engineer availability and failure to meet the guidelines below will not result in any financial compensation. All timelines are stated in working days.

PRODUCT	ORDER TYPE	TARGET PROVISION TIMELINE
CallSwitch	Delivery of Handsets	5 days (subject to completed site survey, access provision, access stabilisation and agreed installation date)
Number Porting	Single numbers	4 – 7 days (maximum lead times shown, dependent on current Communications Provider)
Number Porting	Multiline (no DDIs)	7 – 10 days (maximum lead times shown, dependent on current Communications Provider)
Number Porting	Multiline (with DDIs)	17 – 25 days (maximum lead times shown, dependent on current Communications Provider)

1.2 Repair

Please note that the following table excludes service requests and is based on the assumption that the incident has been successfully reported by telephone to the appropriate department. All resolution timescales are based on the delivery of either full resolution or workaround and any issue requiring significant product development will follow standard service request principles. For faults where we need to involve our external suppliers, the following Service Levels may not apply, although the target resolution timeline will still be our aim. Failure to meet the guidelines below will not result in any financial compensation.

All timelines are in working days.

PRODUCT	PRIORITY OR CARE LEVEL	TARGET RESOLUTION TIMELINE
CallSwitch platform	Critical Fault - Loss of service. Multiple services affected	4 clock hours
CallSwitch platform	High - Loss of service - single customer or service	8 clock hours
CallSwitch platform	Medium - Disrupted service	3 working days
CallSwitch platform	Low - Single number destinations or Quality of Service	7 working days

Please note that clock hours run during the time in which the fault is within our control. Where a fault is with the customer for further action, the clock stops and will restarts when details are confirmed back to us.

1.3 Service Availability We are able to provide service availability for CallSwitch. Service Availability is defined as the ability of a Service to perform its required function over a stated period of time. It is reported as the percentage of time that a Service is actually available for use by the customer within agreed Service Hours.

Availability is calculated as:

Total number of minutes in the measurement period – Unplanned Downtime	x 100
Total number of minutes in the measurement period	

Note: If a Service is partially available then the Unplanned Downtime shall be calculated in equal proportion i.e. if a service is 50% available then the unplanned downtime will be calculated as 50% x elapsed period of the incident.
 Availability Measurement Period: 1 Calendar month.

Target availability for each service components is as follows:

SERVICE	CORE SERVICES (1)	NON-CORE SERVICES (2)
CallSwitch Auto Attendant, Call Recording, and Unified Messaging subscriptions		99.5%
CallSwitch Graphical User Interface (GUI)		99.5%
CallSwitch user subscriptions	99.5%	
SIP Trunk Endpoint Resilient Build (3)	99.99%	99.50%
SIP Trunk Endpoint Standard Build	99.95%	99.50%

The following shall not be included when calculating the Service Levels:

- + Outages which are deemed by us to be the result of matters outside of its direct control such as a power outage at the customer premises.
- + Planned or notified emergency maintenance works
- + User error

1.4 Notes related to Service Availability

- + Core functions are defined as Kelia Switching infrastructure, transmission equipment and core network, the service that supports call routing and termination.
- + Non-Core functions include Kelia Support Systems, access to any relevant portals and feature based services such as Call Plans, Call diverts, Auto Attendant, Call Recording, and Unified Messaging
- + Please note the Service Availability relates to the core CallSwitch services and does not include access or local CPE elements.

1.5 Call Quality Performance

As a means of determining and measuring the call quality of the CallSwitch service, Kelia measures the call quality of calls passing through the supplier core IP network and Platform. The performance is measured using Mean Opinion Score (MOS) that cover a scale from 1 (poor) to 5 (excellent) for call quality. The CallSwitch Product supports the following codecs, G.711 and G.729 for external call termination.

The MOS score targets for the supported CODECS for the CallSwitch product are as follows:

CODECS	MEAN OPINION SCORE	PERIOD
G.711	4.5	One Calendar Month
G.729	4.0	One Calendar Month

The targets are measured using our SIP Monitoring Service, auto generating report every 24 Hours. These performance measures apply to the performance provided within the core Kelia network.

1.6 Service Credits

Service credits will be applicable should the level of core service availability not meet the target monthly percentage, as per the table below. Service credits will be applied to the monthly subscription charges only. Service credits would need to be requested by the Customer with evidence of services that you feel have been impacted. Any agreed service credits would be applied against the next scheduled payment to be made to Kelia.

TARGET AVAILABILITY	MEASURED AVAILABILITY	SERVICE CREDIT
99.95%	99.90%-99.94%	5%
	99.5% - 99.89%	7.5%
	<99.5%	10%