

SIP Trunking

How we'll look after you

Thank you for your business. We'll never take it for granted. That's why we've put together this **service level agreement (sla)**. It lets you know exactly what we promise to deliver as part of our SIP Trunking service that you've ordered from us. This **sla** forms part of the agreement between you and us for services provided so, naturally, we'll fulfil what's laid out here. If we're providing you with connectivity for access to this service, that part of the service is covered by the connectivity service level agreement. In this case, you'll need to read this **sla** and that one too.

The transferring of numbers from another service provider (the **losing communications provider**) to these services (a **port**) is also covered with Geographic Number Portability (**GNP**)

Our service availability promise

We pride ourselves on delivering a high availability service and keeping the SIP Trunking service up and running so you can continue with what you need to do.

We've come up with a set of **service availability** targets for our SIP Trunking service, so you know what to expect from us each month. These are set out in Table 1 below.

Table 1

Service Component	Service Availability Target
SIP Trunks	99.999%
SIP Trunking Portal	99.99%

We measure **service availability** by measuring the amount of **outage time** in a **service period**.

We work out **service availability** and **outage time** for each **service period** like this:

$$\frac{24\text{hrs} \times \text{days a rental month} - \text{Outage Time hrs}}{24\text{hrs} \times \text{days in a rental month}} \times 100\%$$

Your remedies

Where the SIP Trunks **service availability** is less than 99.999%, you can claim **service credits** once a calendar month only. The applicable **service credit** is calculated by multiplying the **charges** for that **service period** by the applicable percentage shown below in Table 2:

Table 2

Monthly Uptime Percentage	Service Credit
< 99.999 to 99.99%	5% of monthly SIP channel rental
< 99.99 to 99.93%	10% of monthly SIP channel rental
< 99.93%	15% of monthly SIP channel rental

Bringing you back online

If a problem arises, we'll aim to fix it within the times shown in the Table 3 below:

Table 3

Fault Category	Target Restoration Time
P1 Fault	6 hours (24/7)
P2 Fault	8 hours (24/7)
P3 Fault	1 working day
P4 Fault	3 working days

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Who's in charge of getting problems sorted?

If a problem isn't sorted within the times we promise, then we escalate it as you can see from the table below

Our commitment to you:

Late Service Restoration	
Internal Escalation	Escalation Level
Team Manager	Level 1
Fault Centre Manager	Level 2
Head of Business Assure	Level 3

So now we've covered the main points, all that's left to read is the full agreement. It spells out exactly where we both stand so that there is no confusion.

Definitions of terms used

Except as otherwise defined in this **SLA** or unless the context otherwise requires, all defined terms in this **SLA** shall have the same meanings as in the **agreement**.

charges means, for the purpose of this **SLA**, the recurring monthly charges which are payable by you under the **agreement** for the **service**, but excluding any **cancellation charges**, **connection charges** or other one-off charges.

excused outage means any **fault** caused by:

- (a) your network, system or equipment, or any part of it, including your **SBC** and **access service** or
- (b) your acts or omissions; or
- (c) over subscription of bandwidth or congestion on your IP network that is not caused by us; or
- (d) your failure to ensure that sufficient Realtime bandwidth is available to ensure that IP packet loss, jitter and latency do not exceed the relevant limits required by Realtime applications; or
- (e) unavailability of, or your failure to have or maintain in place in accordance with the **agreement**, an appropriate **access service**; or
- (f) your breach of the **agreement**; or
- (g) your failure or delay in complying with our reasonable instructions; or

(h) a force majeure event as set out in the **Agreement**; or

(i) an act or omission of any third party which is beyond our reasonable control.

fault means a **p1 fault**, **p2 fault**, **p3 fault** or **p4 fault** which has been reported to us in accordance with standard fault reporting procedures (see 'reporting a fault' below) or logged by us on our fault management system.

fault report means the report of a **fault** either by you or us that has been recorded on the call record at our Business Technical Support Centre in accordance with standard fault reporting procedures.

outage time means the sum total time that the **service** is unavailable in the relevant month due to a **p1 fault**.

p1 fault means the **service** is unavailable with complete or major loss of service causing a critical impact to your business operations. Immediate restoration of service is expected.

For example, all of your **users** are unable to make or receive an external call, business critical call diverts are failing or calls to your business critical number(s) are failing.

p2 fault means the **service** is available but operating with reduced functionality or degraded service that is causing significant business impacts to you.

Example of scale would be consistently intermittent ability to use voice services due to poor quality or dropped calls, call diverts are failing or you are unable to access the **SIP Trunking Portal** to configure emergency call diverts.

p3 fault means the **service** is available but an issue is causing reduced functionality or degraded service, but which does not cause a significant business impact to you.

Example of scale would be **CLI** presentation being inhibited and the **SIP Trunking Portal** and/or call reports are unavailable.

p4 fault means the **service** is available but an issue has been raised which impacts an individual **user** in a minor capacity but does not impact your business operations.

Example of scale would be only one party can hear the other party during a call for an individual **user** or individual admin is unable to access the **SIP Trunking Portal**.

planned outage means any circumstances in which we have notified you in advance that the

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service may be unavailable or operating with reduced functionality or degraded service.

restoration or 'restore' means the workaround or temporary solution for, or the permanent resolution of, a **fault** which (as applicable) remedies, or negates the impact of, the **fault** so that the **service** is available.

service means the **service** that we provide to you as set out in the **agreement**.

service credit is the amount we credit or pay to you for failing to meet the **service levels** as set out in this **sla**.

service period means each month during the term of the **agreement**, with each month being calculated between the **service start date** and the same date in each subsequent month.

working day means 09:00 to 17:00 Monday to Friday, excluding public and bank holidays in the applicable part of the United Kingdom

For the avoidance of doubt, **you** and **your** shall include your employees, subcontractors and agents.

Geographic Number Porting

As set out in more detail within this section, in the **agreement** and in our number porting guidance (available on **our website**), you are responsible for submitting a **port** request to **your losing communications provider** and for providing all necessary documents to enable that **port** request to be completed. We will assist you in completing any **port** request as set out in our Number Porting guidance.

We will notify you in writing once the **losing communications provider** has accepted your **port** request and shall provide you with a date on which the **port** will take place (a "**port date**").

Subject to the remainder of this section and the exclusions section below, if we do not confirm to you in writing that your requested geographic number **port** has been successfully completed within one (1) **working day** of the **port date** notified to you in writing, you may be entitled to claim **service credits** for each number **port** delayed.

For the purposes of this section the time a **port** is "delayed" shall be the period beginning on the second **working day** after the relevant **port date** notified to you in writing (as may be extended under this section) and ending on the day the **port** is successfully completed.

The value of any **service credit** you may be entitled to under this section shall be calculated as:

One thirtieth (1/30) of the applicable monthly rental for the relevant ported number service multiplied by the number of days delayed, up to a maximum value equivalent to 90 days' of the monthly rental for the relevant ported number.

The **service credits** set out above shall be your sole remedy for any **porting** delay or any failure by us to meet the GNP **service level** set out above.

If the delay is caused by any of the reasons set out below or in the Exclusions section of this document, we'll try to complete the **port** as soon as possible but we won't be liable to pay you any **service credits**.

Where groups of numbers are covered by a single monthly rental plan, the "applicable monthly rental" referred to above when calculating any **service credits** payable under this section will be calculated by the total group monthly **rental** charge, divided by the total number of numbers under the rental plan, and then multiplied by the number of **ports** delayed.

The completion of any GNP **ports** and the application for any **service credits** are subject at all times to the following conditions:

- (a) if we amend or extend a **port date** in accordance with clause 4.5 of **our standard terms and conditions**, or a revised **port date** is agreed in writing between us, the **port date** referred to above against which our performance shall be measured for the purpose of this section shall be the **extended port date**;
- (b) In order to complete a **port**, you are responsible for, and must to provide us with:
 - (i) a copy of the correctly completed and signed GNP "Letter of Authority", with all **porting** validation processes completed with the **losing communications provider**;
 - (ii) completing all **porting** validation processes the **losing communications provider** may require you to complete to accept or process any **port** request; and
 - (iii) accurate and complete details of the number(s) to be **ported**, in advance of the proposed **port date**.

We shall have no liability to you for any **service credits** as a result of any delay to the **port**

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caused by your failure to provide us or the **losing communications provider** with this information.

Exclusions

Service availability

Unavailability of the service because of any of the following events shall not count as outage time:

- (a) an **excused outage**; or
- (b) a **planned outage**; or
- (c) emergency maintenance.

Service restoration

Time spent in repairing a **fault or restoring** the **service** because of any of the following events will not be counted as part of restoration time when calculating **service credits**:

- (a) your failure or delay in providing the necessary co-operation required by us including, without limitation:
 - (i) supply of the necessary information; or
 - (ii) access to the relevant sites; or
 - (iii) supply of the necessary power or facilities; or
- (b) your relevant personnel cannot be contacted to assist us or to confirm the **service is restored**; or
- (c) a **planned outage**; or
- (d) an **excused outage**; or
- (e) emergency maintenance.

The time taken to restore a **fault** is measured from the time the **fault report** is recorded on our fault management system on a **working day** or 09:00 on the first **working day** following if reported outside of those hours) until the time we notify you that **service** has been restored or if we are unable to contact you, the time recorded on our Business fault management system that **service** has been **restored**.

General

The **sla** does not apply to non-standard solutions or customised services unless expressly agreed in writing.

If, on further inspection, no **fault** can be found with the **service** or the **fault** is an **excused**

outage, we may charge you for costs incurred by us.

Claiming service credits and our liability to you

To request **service credits**, you must claim in writing via your Virgin Media Business Account Manager within 3 months from the date of the relevant event. If you do not claim **service credits** within such period, you will be deemed to have waived the applicable **service credits**.

You agree that **service credits** shall be your sole and exclusive financial remedy for our failure to meet **service levels**. **Service credits** payable shall relate to the monthly rental of the **service** that is the subject of the **fault**.

Notwithstanding any provisions in the **agreement** to the contrary in no event shall the total amount of **service credits** payable to you in any year for the affected **service** exceed 100% of the total of the annual **charges** for the affected **users** nor shall the amount of **service credits** payable to you in any **service period** exceed 100% of the total of that **service period's charges** for the affected **users**.

Service planned outage

Except in an emergency or in circumstances beyond our control, we will endeavour to give you as much notice as we are able to give (but in any event not less than four (4) Working Days) of any **planned outage** which will affect the availability of the **service**. Such notice will include:

- (a) a brief description of the **planned outage**;
- (b) date and time of the **planned outage**; and
- (c) estimated duration of the **planned outage**.

Such notice will be given by way of letter or via email. However, in the case of an emergency, we may give you a shorter notice by way of a telephone call.

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Reporting a fault

You must comply with any fault reporting format as advised by us from time to time for the reporting of **faults**.

For the avoidance of doubt, if there is a dispute on any fault commencement or duration, the records of the fault management system at our Technical Support Centre shall be final.

Any **faults** or suspected **faults** on the **services** must be reported to our Technical Support Centre on **0800 052 0800** (followed by your PIN, if supplied).

You shall identify to us the individuals who shall have authority to report **faults (authorised individuals)**. Any replacement **authorised individuals** shall be notified to us in writing.

In our commitment to you, our internal escalation procedure is for information only and you will not have any direct contact with any of such personnel.

Thank you

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Registered in England and Wales No. 01785381

