



Apex Telephony
Mainlink Communications Ltd

Service Level Agreement

August 2011

Service Level Agreement Definitions:

In this Agreement unless listed below all words and phrases shall have the same meaning as in the Master Agreement. The following terms shall have the following meanings:

"**Measurement Period**", periods of twelve (12) calendar months, the first being calculated from the date of initial installation of service.

"**Mainlink Head Office**" is sited at Mainlink's registered office location from where the Mainlink management functions are directed.

"**Non-Service Affecting Fault**" any fault which does not cause interruption to service.

"**Office Hours**", 0900-1700 Monday to Friday, excluding bank holidays.

"**Quarter**", each three month period commencing: 1 January, 1 April, 1 July, 1 October.

"**Service Affecting Fault**" means any fault originating on the Network which causes an interruption to the actual use of the service

"**Target Time to Repair**" the target length of time to restore Service

"**Working Days**", Monday to Friday inclusive, with the exception of Bank Holidays, and, excluding Saturday and, Sunday

1. Fault Management:

1.1 Faults may be reported to the Mainlink Head Office ("MHO") on **0845 3453995** (or such other number as Mainlink notifies the customer) during Office Hours or by email to **faults@mainlink.co.uk** 24 hours a day, 7 days a week.

1.2 Mainlink will take all reasonable steps to restore the Service in accordance with the terms of this Agreement.

1.3 On notification of a fault by the Customer to Mainlink, the Customer shall perform necessary in-house tests to the demarcation point as specified by Mainlink and shall co-operate fully with Mainlink Head Office in order to locate any fault.

2. Mainlink Network:

2.1 Target Times to Repair for Service Affecting Faults on the Mainlink Network are as follows:

Electronic/Power	Equipment	Network Fault
1 Hour (During Office Hours)	4 Hours (During Office Hours)	24 Hours
3 Hours (Outside Office Hours)	7 Hours (Outside Office Hours)	

2.2 The Target Time to Repair for a Non Service Affecting Fault on the Mainlink Network is 24 Hours.

2.3 If Mainlink does not meet the above Target Times for Repair for the Mainlink Network the Customer may claim compensation as follows:

Hours past Target Time to Repair	Amount of Compensation
2-3	4 x daily line rental
3-4	6 x daily line rental
4-6	8 x daily line rental
More than 6	10 x daily line rental

2.4 Any Compensation awarded to the Customer pursuant to this Agreement will be credited by Mainlink, against the following payment next due from the Customer, or if none, will be payable by Mainlink by cheque to the Customer at the end of the next following Quarter. Any sums recovered by the Customer for a failure by Mainlink to meet Target Times to Repair, shall be deducted from any compensation due to the Customer for a failure by Mainlink to meet Service Availability Levels as detailed in this Service Level Agreement, if attributable to the same fault.

3. Handset/Switch/Router Managed by Mainlink:

3.1 Target Times to Repair for Service Affecting Faults on any Handset, Switch or Router supplied and maintained by Mainlink under the terms of the Agreement are:

Software Fault	Hardware Fault
4 hours (During Office Hours)	Next Working Day
Next Working Day (Outside Office Hours)	

3.2 If Mainlink does not meet the above Target Times for Repair for the Handsets/Switches/Routers supplied and managed by Mainlink the Customer may claim compensation as follows:

Hours past Target Time to Repair	Amount of Compensation
2-3	4 x daily line rental
3-4	6 x daily line rental
4-6	8 x daily line rental
More than 6	10 x daily line rental

4. Customer Responsible Faults:

Mainlink is not responsible for any fault identified by Mainlink as attributable to Customer Apparatus, Customer power supplies or the action or inaction of the Customer's employees and/or agents. In such event Mainlink will quote its terms and conditions (including price) for any remedial work necessary for Mainlink to fulfil its obligations under this Agreement but the provisions relating to Target Times to Repair shall not apply and any downtime occasioned by such Customer fault shall not be included in availability measurements. In the event of responsibility being the subject of dispute between Mainlink and the Customer then the decision of Mainlink in this regard shall prevail.

5. Third Party Attributable Faults:

If a fault is identified as being attributable to a third party (i.e. neither the Customer nor Mainlink) the fault shall be deemed to be the responsibility of Mainlink but no downtime will be included in availability measurements. In such event Mainlink will use all reasonable endeavours to restore the Service within the Target Time to Repair but will not be liable to pay the Customer compensation if it cannot do so because of any fault attributable to a third party.

6. Cancellation of Service:

If a Customer cancels the order prior to the Planned Ready for Service Date the Customer shall upon demand immediately pay the following; all third party costs directly incurred in consequence of cancellation by the Customer.

7. Claims Procedures:

Fault Handling

All claims for compensation under these terms of this Agreement must be submitted to Mainlink within 30 days of the Fault being repaired.

Service Availability

All claims must be submitted to Mainlink within 30 days of the loss of service date.