



SwitchConnect – SwitchNumbers - Switch *Trading names of Equinix Technologies Limited*

Service Level Agreement

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Section 1 - Service Availability

Switch's Network Availability Service Level Guarantee is that the Switch network will be available 99% of the time, we endeavour for 100%. The Switch network is defined as the combination of switch operated transmission and switching facilities. The Switch network guarantee will be measured on the number of minutes that the network was not available to The Customer. These are on a rolling monthly automated check from the beginning of each month.

Unavailability shall be measured from the time at which the connection is deemed to be unavailable or where The Customer informs Switch that the connection is unavailable and validated to be an affected service by customer services. All automated checks are performed every 60 seconds by utilising test numbers and ensuring transmission and routes are working correctly.

Any service disruption caused by any of the following shall not count as unavailability:

1. Customer equipment, facilities or connectivity in the event of call failure.
2. Acts or omissions of The Customer or any person or user of the Services authorised by the customer.
3. Scheduled Maintenance – This shall mean any maintenance in the Switch network for which The Customer is notified 48 hours in advance. Notice of Scheduled Maintenance will be provided to The Customer's designated point of contact by a method elected by Switch (telephone, email, fax or pager, SMS, Twitter). Scheduled Maintenance will be conducted between the hours of 8PM and 8AM, unless emergency maintenance is required.



4. Events or circumstances beyond the reasonable control of Switch including any events of Force Majeure and including any emergency maintenance or repair work required to be undertaken on the network following such events.

Switch shall calculate all unavailability measurements, this is performed by automated dialled placed calls through our transmission and switching infrastructure every 60 seconds.

Section 2 - Out of Hours Fault Reporting

Out of hours faults can be reported via our Out of Hours Fault line on 0845 652 5500.

All other faults can be logged via email to support@switch-tele.com 24/7 directly logging the fault for progression within normal service hours.

Any faults can be logged via the SwitchINS <http://www.switchins.co.uk> portal 24/7 to be dealt with during normal working hours – Monday – Friday 9am till 6pm.

Section 3 - Provisioning & Implementation

Once Switch has accepted an order for a Service from The Customer it will be placed immediately and provisioned within 24 hours.

Provisioning Service Level Agreements and Guarantees offered by Switch are, where applicable, structured back to back those offered by the relevant supplier.

Product – New Orders	Standard Lead Time - Up to
WLR – PSTN Single/Multiline	10 working days
WLR – ISDN2 Standard/System	15 Working days
WLR – ISDN30e	20 Working days
Calls	11 Working days
SwitchVoIP – SIP	1 working day
SwitchVoIP – Hosted PBX	1 working days
DSL	10 working days
NTS	1 working day
Leased Line	65 working days

***All lead times are in working days and are subject to survey and delay. “Stop The Clock” conditions apply where orders are delayed for reasons beyond the reasonable control of Switch.**



Section 4 - Fault Management

All Priority Level 1, 2 & 3 (See below) faults must be reported to Switch's Customer Services on 08456 52 22 22 who will respond within 1 hour during normal business hours. Where possible Priority Level 4 faults should be sent via e-mail to support@switch-tele.com, otherwise a call will receive the same attention. Fault resolution will follow as soon as possible as outlined in Section 5, below.

Section 5 - Escalation

Section 5.1 - Escalation Procedures – Working hours

In order to prioritise support requests, the Switch Priority Level is ascertained and recorded at the time of logging the fault. The Customer may select the Priority Level most appropriate to the particular fault from the list below. Escalation of faults are only applicable during normal working office hours and only relate to telephony services supplied and managed by Switch.

Priority 1 (Urgent): Complete Loss of Service

Faults that cause a complete loss of service, for example the inability to receive any incoming calls.

Priority 2 (High): Partial Loss of Service

Faults that cause The Customer to lose some, but not all, of their services elements

Priority 3 (Normal): Quality Impairments

These are quality or service issues that do not affect the ability to receive calls but require a resolution.

Priority 4 (Low): Requests for Information

Information may be requested on particular products or services, which requires a response from Switch's Customer Services Team.

By default all customer services queries are raised at priority 3 (Normal) unless requested otherwise and dependent upon level of service being effected.



Section 5.2 - Target Response Times

Switch aim to fix 95% of faults within the following times:

Priority Level	1	2	3	4
Network Faults – Fix Time	4 hrs	8 hrs	24 hrs	72 Hrs

When a fault is reported to Switch Customer Services, Switch will carry out initial diagnostic tests to determine whether the fault lies with the Switch Network or the Exchange Line.

Where the fault lies with the Switch Network, the target fix times shown above will apply.

Section 5.3 - Management Escalation

The table below illustrates the Management Escalation for service faults:

Priority Level	1	2	3	4
Support Desk	Instant	Instant	2 hours	N/A
Head of Customer Service	30 min.	2 hours	12 hours	N/A
Operations Director	4 hours	8 hours	24 hours	N/A
Managing Director	8 hours	24 hours	72 hours	N/A

Section 6 - Invoicing

The Customer will receive the previous month's invoice within 10 working days of the beginning of each month.

Section 7 - Dispute Resolution

- All disputes at any time arising between the parties that cannot be resolved by the account management team or customer services team. The Customer dispute will be referred to senior management officers. If senior management are unable to resolve the dispute, it shall be referred to an expert upon the request of either party to the other.
- The expert shall have appropriate qualifications and practical experience to resolve the particular dispute and be agreed by the parties or, (if they fail to agree), shall be appointed by the President (for the time being) of the Law Society.
- The parties shall promptly furnish to the expert all information reasonably requested by such expert relating to the particular dispute, imposing appropriate obligations of confidence.
- The expert shall be required by the parties to use all reasonable endeavours to render his decision within 30 days following his receipt of the information requested or if this is not possible as soon thereafter as may reasonably be



practicable and the parties shall co-operate fully with the expert to achieve this objective.

- The parties shall share the fees and expenses of the expert equally. The decision of the expert shall be final and binding upon each of the parties. For the avoidance of doubt the parties agree that the provisions of this clause provide for a form of advanced dispute resolution and are not a reference to arbitration.

Section 8 - Contact Points

Activity	CUSTOMER NAME	Switch
Implementation		0845 652 2222
Account Management		0845 652 2222
Operations		0845 652 2222
Managing Director		0845 652 2222



Section 9 - Signature Page (where required for contractual requirements)

Signed on behalf of **The Customer**

Signature.....

Name.....

Position.....

Date.....

Signed on behalf of Switchconnect; a trading name of Equinet Technologies Limited

Signature.....

Name.....

Position.....

Date.....