Service Level Agreement

Terms used in this Service Level Agreement shall have the meanings given to them in the Supply Terms at https://www.netsg.co/service-agreements, unless otherwise defined in this Service Level Agreement.

Network Link Service Levels and Service Credits

We will use our best endeavours to make each Network Link Available, as measured over the course of each month during the Term (each such month, a **Service Period**), at least 99.5% of the time (not taking into account the time the Network Links are not Available solely as a result of your breach of these Supply Terms or a Scheduled Outage) (the **Availability Target**). "**Available**" means the Network Links are accessible by you materially in accordance with the Specifications. "**Availability**" has a corresponding meaning. "**Percentage Uptime**" means the percentage of time in any month that the Network Links are Available.

If the actual Availability of a Network Link is less than the **Availability Target** for any Service Period (except where due to your breach of these Supply Terms or a Scheduled Outage), you shall be entitled to an Availability Target Service Credit as follows:

- No Availability Target Service Credits will be given for any Service Period in which Percentage Uptime equals or exceeds the Availability Target**.**
- You shall be entitled to Availability Target Service Credits of 5% of the Service Charges payable for a Network Link during the Service Period if Percentage Uptime of that Network Link for the Service Period is 99.30% - 99.49%.
- You shall be entitled to Availability Target Service Credits of 7% of the Service Charges payable for a Network Link during the Service Period if Percentage Uptime of that Network Link for the Service Period is 99.00% - 99.29%.
- You shall be entitled to Availability Target Service Credits of 10% of the Service Charges payable for a Network Link during the Service Period if Percentage Uptime of that Network Link for the Service Period is less than 99.00%

Support Service Levels

Response Time Service Levels

Fault Severity*	Response Time Service Levels
Low	We must acknowledge receipt of the Support Request within one (1) clear Business Day of its receipt of the Support Request
Medium	We must acknowledge receipt of the Support Request within four (4) Business Hours of its receipt of the Support Request
High	We must acknowledge receipt of the Support Request within one (1) Business Hour of its receipt of the Support Request

*Severity Key:
Low – a Fault which is cosmetic or which affects a non-essential part of the Network Link.
Medium – a Fault which results in a degradation of Network Link performance but the Network Link is still operational.
High – a Fault which results in the Network Link being completely non-operational.

Voice Service Levels and Service Credits

We will use our best endeavours to make the Voice Services Available, as measured over the course of each calendar month during the Term (each such calendar month, a Service Period):

A. at least 99.9% of the time where the Customer has two diverse Network Links in place and such Network Links connect to both our primary and secondary voice gateways; or
B. at least 99.0% of the time where the Customer has a single Network Link and/or connects to only a single voice gateway,

(as applicable) and excluding only the time the Voice Services are not Available solely as a result of your breach of these Supply Terms or a Scheduled Outage (the Availability Target). "**Available**" means the Voice Services are available and operable for use by applicable Customers materially in accordance with the Specifications. "**Availability**" has a corresponding meaning. "**Actual Uptime**"

means the time that the Voice Services are Available during the Service Period.

If the actual Availability of the Voice Services is less than the Availability Target for any Service Period, you shall be entitled to an Availability Target Service Credit (and which shall be your sole remedy) as follows:

Availability Target	Calculation Formula of Percentage Uptime	Availability Target Service Credits
Where Customer has two diverse Network Links in place and such Network Links connect to both of our primary and secondary voice gateways, the Voice Services shall be Available 99.9% of the time during each Service Period excluding periods they are not Available due to Scheduled Outages or your breach of these Supply Terms. Where Customer has a single Network Link in place and/or connects to only a single voice gateway, Voice Services shall be Available 99.0% of the time during each calendar month excluding periods they are not Available due to Scheduled Outages or your breach of these Supply Terms.	Percentage Uptime = [Actual Uptime + Total Minutes in Service Period Voice Services are not Available Due to Scheduled Outages or your breach of these Supply Terms] ÷ Total Minutes in Service Period x 100.	No Availability Target **Service Credits** will be given for any Service Period in which Percentage Uptime equals or exceeds the Availability Target. You shall be entitled to Availability Target **Service Credits** of 5% of the Service Charges payable for the Voice Services during the Service Period if Percentage Uptime of those Voice Service for the Service Period is 95.00% - 98.99%. You shall be entitled to Availability Target **Service Credits** of 7% of the Service Charges payable for the Voice Services during the Service Period if Percentage Uptime of those Voice Services for the Service Period is 90.00% - 94.99%. You shall be entitled to Availability Target **Service Credits** of 10% of the Service Charges payable for the Voice Services during the Service Period if Percentage Uptime of those Voice Services for the Service Period is less than 90.00%.