



Support and Service Level Agreement (SSLA) in connection with
SERVICES AGREEMENT
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 Version 21

1. Service Levels

1.1 Availability of the Services

The commitment of availability of the Services is restricted to the TraiTel Platform and does neither include possible discomfort nor technical problems related to Operators and/or any type of external connection. However, TraiTel will use its best reasonable endeavours to provide the best possible quality of service from them.

TraiTel agrees to ensure, per point of access, 99,7% availability regarding to the quality and continuity on a 6 (six) continuous months basis.

However, TraiTel cannot guarantee the total reliability in the services it provides, which can be subject to, in addition to cases of Force Majeure as commonly understood, interruptions in the service of one or more operators due, for example and not limited to, radiotelephone interference caused by atmospheric conditions or any other conditions, interferences in Wave propagations, the addressee of the message being outside of the operator's coverage area, operator maintenance and technical interruptions, fax machine faults, landline problems, phone faults or SIM card memory overload.

TraiTel ensures by all possible means to give prior information to Customer when service disruptions are to be expected.

TraiTel reserves the right in accordance with the T&C to plan service interruptions for tests and/or network traffic improvement operations.

1.2 Transit Time

TraiTel undertakes to bring its reasonable efforts in order for transmission and communication time through the TraiTel Platform up to delivery to or from TraiTel's gateway nodes to be in line with the industry's norm. In case of heavy traffic such as during exceptional events the time could be longer.

1.3 Bandwidth

TraiTel undertakes to provide its best reasonable efforts in order to handle an optimum number of call and messaging traffic in the minimum possible time.

When using leased lines, the Customer is in charge of accessing TraiTel's point of access and the associated bandwidth. When using Internet-Access, TraiTel is in charge to provide the point of access with the associated bandwidth as mutually agreed for each Service.

2. Support Services

2.1 Helpdesk

TraiTel provides a Helpdesk support during the production phase of TraiTel's Services. Provisions below shall not relate to the period during which Services are evaluated by Customer.

The Helpdesk support is available for problems of Severity 1 (as defined in Section 2.2.):

24 hours, 365 days a year

The Helpdesk support is available for problems of severity 2 and 3 (as defined in Section 2.2.) according to the chosen SUPPORT PLAN as follows:

SUPPORT PLAN A: 10 AM to 5 PM EST Monday – Friday excluding Australian holidays
 SUPPORT PLAN B: 10AM to 5 PM EST 365 days a year
 SUPPORT PLAN C: 24 hours, 365 days a year

2.2 Support template

The Customer shall use standard support template as attached in Appendix A in order to facilitate TraiTel's analysis of a potential problem. That document shall be sent by e-mail to the customer-specific support address, which will be assigned by TraiTel to Customer.

Performance and time processing by TraiTel depend on the respect of this previous sending procedure. TraiTel takes into account the request of Customer when receiving the completed form.

Therefore Customer shall give its own complete description and definition of the problem, details of the request and results observed, allowing TraiTel to identify the error. Customer will proceed with the help of the table below,

Severity	Problem Description
1	Problems of this rating have suffered complete loss of customer service. This should be assigned when any loss of functionality has occurred due to a component failure of the Supplier Service Platform.
2	Problems of this rating have suffered a partial or complete loss of customer functionality of customer service but service is generally available. This should be assigned when any partial loss of functionality has occurred.
3	This is non- service affecting and has little or no effect on the system's or service's operation.

Such definitions do not bind TraiTel for further qualification

The Customer shall always clearly state one of the above problem categories in the e-mail asking for support. In order to improve the analysis of the problem, TraiTel reserves the right to ask Customer to try and start a new attempt.

Within normal business hours (09:00h to 17:00h) Customer's request is taken into account immediately without further confirmation by phone.

2.3 Confirmation by phone

Apart from normal business hours (e.g. apart from 09:00h to 17:00h EST from Mondays to Fridays excluding public holidays In case of a problem classified with Severity 1 or 2 and after sending the support template and its tracking number, the Customer shall confirm it by *phone at the platform hotline phone number, which will be provided by TraiTel.

The Customer acknowledges that this number shall not be disclosed to any other person aside from the technical contact person designated by the Customer. The Customer's request is processed as soon as it is confirmed by phone. *Not applicable or possible by all customers.

Customer requests not confirmed by *phone are processed at the next possible point in time (e.g. at the beginning of the next business day).

2.4 Acknowledgement Times

Upon receipt of the detailed support template (confirmed by *phone only outside of normal business hours and in case of SUPPORT PLAN B or C), TraiTel shall send an acknowledgement of receipt to the Customer's technical support contact in accordance with the time scales mentioned below in Section E. A response within these time scales is subject to the integrity and performance of the Internet and related networks.

When acknowledging the Problem, TraiTel shall issue a tracking number to the Customer. This number shall be quoted by TraiTel and by Customer in all related communication thereafter.

2.5 Fix Times

TraiTel undertakes to propose within the following time scales a solution, a workaround or a plan. Time scales shall run as from the receipt of the support template (confirmed by phone in case of severity 1 or 2 only outside of normal business hours and in case of SUPPORT PLAN B or C).

Reporting method	Level	Acknowledgement Time
E-mail template	1	Instant following phone call by e-mail return
E-mail template	2	Instant following phone call by e-mail return
E-mail template	3	1 working day by e-mail

Definition of Acknowledgement: ticket number assigned to request; a technical specialist assigned and working on the request and a return call to the Customer engineer with a status update.

Definition of Fix: a fix is permanent resolution to a defect that has arisen in the service platform of the supplier.

Definition of Fix Time: a fix time is an estimated time within which the Supplier expects to resolve an average problem type.

Customer acknowledges that Operators do not all operate a 24 hour x 365 day per year hotline and do not all undertake to work to solve the problem 24 hours x 365 days per year.

2.6 Progress report

TraiTel will provide Customer's technical contact with reasonably frequent updates on the support of problems and decides with him/her the formalities to close the incident.

2.7 Trouble Ticket Reporting and Reviewing Process

Trouble ticket review meetings shall be arranged quarterly, unless agreed otherwise, between TraiTel and the Customer, to track the progress of solving open trouble tickets or to take measures to increase the quality.

2.8 Court of jurisdiction

The contract between the client and TraiTel is subject to the jurisdiction closest to TraiTel's headquarters or the location of one of its subsidiaries, always at the sole discretion of TraiTel. TraiTel shall also be entitled to sue at the Court competent for client's registered office.

3.0 Compensation Entitlements

If TraiTel fails to complete the service uptime in accordance with clause 1.1 and 2.5 then TraiTel will credit the customer 20% of the amount paid TraiTel the month immediately prior.

3.1 Limits on Compensation

Where the customer makes a notification of default under clause 1.1 and 2.5 due to a failure by TraiTel to meet the Service Level Guarantee, then the customer acknowledges that only a single claim may be made by the customer in respect of that particular failure.

In relation to Compensation Entitlement for failure to meet the Service Level Guarantees detailed above payment (in the form of credits) of any Compensation Entitlement will be in full and final settlement of any claims relating to such Service Level Guarantees.

3.2 Payment of Compensation Entitlements

It is the customer's responsibility to submit a claim for Compensation Entitlements.

Compensation Entitlements payable under this Schedule shall only be allowed and payable if the customer notifies TraiTel of the default giving rise to Compensation Entitlement by the 20th day of the relevant calendar month following the preceding Reporting Period.

Any Compensation Entitlements payable will be credited to the customer's next invoice. However, TraiTel may offset all or part of any such amounts against any outstanding Charges which have not been paid by the customer in accordance with the Service Schedule.

If the customer disputes the Compensation Entitlement calculated by TraiTel, then the customer must notify TraiTel by the 20th day of the calendar month following receipt by the customer of the invoice which includes the Compensation Entitlement so disputed by the customer.

If Compensation Entitlement is not allowed or paid for any reason the customer will be notified together with the reason for rejection.

4.0 Exclusions

A Service Level, Service Level Guarantee and any Compensation Entitlement will not apply to the extent that:

- (a) the failure by TraiTel is due to the customer network or equipment or any other network (including but not limited to the Internet) or equipment outside the TraiTel Network including equipment provided by another communications provider of the Service to the customer or an underlying TraiTel product which is a pre-requisite for the Service; or
- (b) the customer is in breach of any part of the Service Schedule or TraiTel suspends the Service or any part of it in accordance with the Service Schedule; or
- (c) through no fault of its own or because of circumstances beyond its reasonable control, TraiTel is unable to carry out any necessary work at, or gain access to an End User's Systems (where needed) or the customer fails to agree an appointment date or work is aborted; or
- (d) the customer and TraiTel agree a different timescale for performance; or
- (e) reasonable assistance is required or information is reasonably requested by TraiTel from the customer, End User or a third party and such assistance or information is not provided; or
- (f) through no fault of its own, TraiTel is unable to obtain any necessary permissions or consents required in connection with the performance of a particular Service Level or Service Level Guarantee the General Terms & Conditions ; or
- (g) the failure is due to Force Majeure; or
- (h) the failure is due to a Scheduled Outage Time, PEW or an emergency Service interruption; or
- (i) the failure is due to an inaccurate, incomplete, illegible, incorrect form being submitted by the customer; or
- (j) a fault is not reported in accordance with the fault reporting provisions above; or
- (k) the default giving rise to Compensation Entitlement is not notified under clause 3.2 of this Appendix; or
- (l) the customer has failed to implement any instructions issued by TraiTel in relation to the Service.

4.1 There will be some instances, through no fault of TraiTel, as further detailed in the General Terms and Conditions, where TraiTel's ability to meet the Service Levels and Service Level Guarantee obligations will be affected.

Any time lost in relation to such instances will not apply towards the measurement of a Service Level or Service Level Guarantee under this Schedule.