



Wholesale Trunk Rental
Service Level Agreement

voipGATE S.A.

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This Service Level Agreement (“SLA”) defines the performance parameters and quality level of the Wholesale Trunk Rental (“WTR”) Services provided by voipGATE (“VG”) to the Operator under the WTR Agreement (“Agreement”). This document clarifies both Parties’ responsibilities and procedures to ensure the Operator needs are met in a timely manner.

This SLA and the Agreement shall be interpreted and applied together as a single instrument. In the event of any inconsistency between the SLA and the Agreement, the provisions of the Agreement shall prevail.

Any amendment or variation to this SLA shall only be considered as valid and enforceable if made in accordance with the procedure outlined in the Agreement. Unless otherwise and expressly defined in this SLA, all terms shall bare the same meaning as set out in the Agreement.

1 Service Availability

The WTR Services are guaranteed to be available as specified in Section 2 here below. The WTR Services will be considered unavailable if the VG Network is unable to send or receive SIP Messages on the trunks rented by the Operator. The demarcation point into the VG Network includes the Interconnection Port provided by VG as described in VG's Trunk Rental Offer ("TRO") to which the Operator's Interconnection Link is connected to access the VG Backbone Network ("Backbone Network").

The Backbone Network includes every softswitches and circuits that are owned or exclusively managed by VG. The guarantee does not include the local access circuit and the Operator Hardware or the Operator's Local Area Network (LAN), nor does it include scheduled maintenance, outages or disruptions caused directly or indirectly by the Operator, interconnections to or from, and connectivity within, other Operator networks, or Force Majeure Events.

An outage is deemed to commence upon VG verification of a disruption of the WTR Services ("Outage") as reported by the Operator pursuant to the outage procedures (the "Outage Report") outlined in section 5 below. An Outage is deemed to end when the WTR Services are fully operative, less any delay experienced by VG while either awaiting additional information from the Operator or awaiting access to the Operator premises where their Hardware is located. If the Operator reports that the WTR Services are inoperative, but refuses to let VG employees or agents access the Hardware to operate the necessary testing and repairing, the WTR Services shall be considered impaired, but shall not be considered as an Outage for the purposes of this SLA.

2 Service Level Commitment

Service	Network Interconnection	Quarterly availability
WTR Services	Single Link	99,50 %
WTR Services	Double Link	99,55 %

3 Credit award

In case of Outage, the Operator shall be rewarded with Credit on their monthly invoice in accordance with the following table and the computation method detailed in Section 4 below (the "Credit Note").

Service – Interconnection Link	Availability	Credit awarded
WTR Services – Single Link		
<ul style="list-style-type: none"> 1 SIP Endpoint 	From 99,50 % onwards	0 %
	99,40 %	5 %
	99,20 %	10 %
	99,00 %	25 %
	98,00 %	50 %
WTR Services – Two Links		
<ul style="list-style-type: none"> 1 SIP Endpoint 	From 99,55 % onwards	0 %
	99,45 %	5 %
	99,25 %	10 %
	99,05 %	25 %
	98,05%	50 %

4 Quarterly service level failure credit computation

Should VG fail in three (3) calendar months to meet the Service Level Commitment, the Operator shall then be entitled to claim a Credit Note equal to a portion of the monthly fixed fee net amount during which the service level commitment has not been abided and pertaining exclusively to the concerned WTR Services and excluding among others but not limited to the Installation costs, the call origination fees, the call termination fees, and Support Services and after application of the following rule:

For each quarterly period for which VG will perform better than the Service Level Commitment, VG shall retain 5% of the monthly fee net amount during which the service level commitment has been exceeded and pertaining exclusively to the concerned WTR Services, in order to compensate future Service Failure Fees. This retainer may be accrued during the six (6) last month prior to a Service Level Failure.

5 Outage Report

5.1

To request a Credit Note from VG, the Operator shall send an email detailing the outage or the WTR Service interruption to sla@voipgate.com (“the Outage Report”).

In any cases where the Outage Report will be considered as valid by VG, the Operator will be granted the applicable Credits in the form of a discount to be applied on its next invoice following the monthly period during which the Outage occurred.

The Operator understands and agrees that Outage Reports shall be made in good faith and warrants therefore that they will abstain from making inaccurate report.

The Operator further agrees that VG may levy an hundred (100) euros fee for any inaccurate Outage Report made by the Operator.

5.2

In order to be considered by VG, an Outage Report shall be sent within thirty (30) days following the outage and bare the following information:

- Reference of the Ticket opened with VG Support service
- WTR Service affected
- Name of the Operator’s representative who has contacted VG support service.

6 Excused Outage

Availability shall be measured only for the resources fully and directly under VG's management and control and which are required by the WTR Services. The Operator understands and agrees therefore that VG non-essential resources are expressly excluded from the scope of this SLA. (an "Excused Outage").

An Excused Outage is an outage:

- a) caused by the acts or omissions of Operator and/or its End User or agents;
- b) due to failure of power at the Operator or End User Premises;
- c) caused by the failure or malfunction of non-VG equipment or systems, including off-net local outages;
- d) related to a Force Majeure Event;
- e) during any period in which VG is not given access to the Operator Hardware; or
- f) caused by maintenance.

7 Chronic Outage

The Operator may terminate the applicable WTR Service prior to the end of the Term without incurring early termination fee if, for reasons other than an Excused Outage, the WTR Services experience an Outage:

- a. on three (3) or more separate occasions of more than forty eight (48) hours each; or
- b. a single continuous Outage of more than forty- two (42) hours during a quarterly period.

The Operator may only terminate the Agreement by sending a written notice to VG of such Chronic Outage within thirty (30) days after the event(s) giving rise to a right of termination hereunder. Except for any credits that have accrued pursuant to this SLA, Section 7 hereof sets forth the sole and exclusive remedy of the Operator for Chronic Outages.

8 Restrictions and limits

As stated in the Agreement as well as in the Order Form, the Operator understands and agrees that certain limitations apply to each type of the WTR Services.

As such, any outage or service interruption deemed by VG to be the result of an inappropriate choice of WTR Services from the Operator shall not be eligible for Credit to the Operator.

Total credits awarded for the WTR Services during any quarterly period for failure to meet any one or more of the guarantees set forth in this SLA will not exceed fifty percent (50%) of the total monthly fees for the affected WTR Service.