

EVOLVE

THE CLOUD STRATEGY COMPANY™

Evolve IP – Service Level Agreement

PROPRIETARY AND CONFIDENTIAL
VERSION 1.7

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This Service Level Agreement (SLA) records the agreement between Evolve IP Europe and the Client concerning the quality and scope of the Services. The SLA forms an inseparable part of the Contract entered into and the related General Terms and Conditions of Evolve IP Europe.

1. Definitions

- Availability is based on the total time in minutes that the Service was available in relation to the total number of minutes in that year. The unavailable time is calculated on the basis of the actual duration of all priority 1 fault reports in that year (multiple reports relating to the same problem count as 1 item), minus the time that the Service was not available due to periodic maintenance.
- Priority 1 is a fault in the functioning of the Service, which is identified by the Client in consultation with Evolve IP Europe, as resulting in a critical failure of the fundamental business process of the Client. In so far as the fault relates to the reachability of the Client this will be interpreted to include: breakdown of more than 10% of the calls or users.
Examples:
 - Complete breakdown of the Service at one or more locations
 - Problems with the audio quality, including a Mean Opinion Score (MOS) score below 3.5, in more than 10% of the calls
 - Breakdown of calls in more than 10% of cases.
 - (potential) security incidents, data leaks included
- Priority 2 is a defect in the functioning of the Service, which is identified by the Client in consultation with Evolve IP Europe, as resulting in a serious disruption of the fundamental business process of the Client.
Examples:
 - Problems with the audio quality, including a Mean Opinion Score (MOS) score below 3.5, in less than 10% of the calls
 - Breakdown of calls in less than 10% of cases
 - Breakdown of a communication channel, other than telephony
- Priority 3 is a fault in the functioning of the Service, which is identified by the Client in consultation with Evolve IP Europe, as resulting in a limited disruption of the fundamental business process of the Client.
Examples:
 - Problems with the audio quality in less than 1% of the calls
 - Breakdown of management and reporting portals.
- Priority 4 is a fault in the functioning of the Service, which is identified by the Client in consultation with Evolve IP Europe as resulting in a no disruption of the fundamental business process of the Client.
Examples:
 - Limited functioning of management and reporting portals and desktop applications
 - Questions about the functioning of the Service.
- Evolve IP Europe will use reasonable efforts to achieve the mentioned 'targets'.

2. Platform

The Evolve IP Europe platform is a robust 'carrier class' system, and comprises a cluster of different functional units, within which critical units have redundancy incorporated in their design. The platform is hosted in secure carrier locations within the European Union, which are equipped with all telecommunication facilities, such as access to multiple networks, UPS, fire safety and climate control.

Applications are developed by a team of very experienced and highly educated engineers. The platform and the applications are remotely managed by Evolve IP Europe's operations team and they are monitored 24x7 with the use of the Evolve IP Europe network management system.

The platform is linked to the public networks of various renowned Telecom Operators for receiving incoming traffic and placing outgoing calls to any destination worldwide. In addition, the platform is provided with a secure link to the Internet and an SMS gateway.

If a management portal forms part of the Services, the Client can adjust certain features of the Service itself via this portal. Changes are processed within 10 minutes. A processing time of 15 minutes applies to statistics.

Evolve IP Europe monitors the capacity of the platform and/or the infrastructure which it places at the disposal of its clients by performing regular analysis of capacity use and by anticipating expected use in good time.

3. Implementation

Following receipt of an order (new, change or cancellation), the Customer Service department will draw up a proposed implementation plan in consultation with the Client. This plan specifies the responsibilities of Evolve IP Europe and Client within the implementation process and comprises at least the following elements:

- Review and documentation of specifications
- Application build and/or configuration
- Training
- Internal testing and Client testing
- Acceptance of Services
- Commissioning

If changes to these specifications are made at the request of the Client during an implementation process, or if the Client fails to meet its responsibilities as set out in the implementation plan, the plan will be revised. In this case, the original planned date of commissioning will continue to apply as the delivery date and the start date for invoicing. Furthermore, these changes may result in compensation for Extra works within the meaning of article 4.3 of the General Terms and Conditions.

4. Changes

Preferably changes need to be submitted via our Customer Portal: <https://customerportal.evolveip.eu>.

For changes submitted via the Customer Portal the following benefits apply:

- Usually a shorter lead time;
- Receive feedback and additional information via the portal;
- The portal clearly tells you what information is necessary for the implementation of the change, this way Evolve IP can start with the change immediately;
- Changes can only be submitted by authorized users.

The customer is responsible to keep the contact details and access up to date for authorized users.

Costs arising from changes submitted by authorized users of the customer will be handled as agreed.

If the Service includes a web based management portal, the Client has access to the setup of the Services via a secure login. This enables the Client to put into effect the most commonly occurring changes independently, 24 x 7, and without any lead-time. If requested by an authorised user from the Client, Evolve IP Europe can make changes to the Service during office hours, in which case the following lead times will be applied. Costs will be deducted from a debit card. The number of available service credits will be visible in the Customer Portal under “Account Details” at <https://customerportal.evolveip.eu>. If the Debit Card is fully used a new Debit Card should be purchased with a sufficient amount of service credits before the requested changes can be implemented.

Type of change	Standard process time	Urgent
Set up	8 h	1 h
Configuration	16 h	4 h
Functional	On request	On request
GDPR request	10 business days	N.A.

Definition of changes:

- Set up: changing a setting is an operation that the Client can also perform itself via the management portal.
- Configuration: The client cannot change the configuration of the Service itself.
- Functional: changes to the functionality of the Service.

GDPR requests will be executed free of charge, unless the request could have been fulfilled by the Client using the portal(s).

Urgent changes should always be requested via the telephone. These changes will incur an additional charge.

If the Client has opted for first line support as part of the Evolve IP Europe Online Business Telephony service, then both users and administrators can submit requests for changes to the setup directly to the Evolve IP Europe Customer Service.

5. Management of faults

Preferably, all not priority 1 fault notifications should to be reported via our Customer Portal: <https://customerportal.evolveip.eu>. Registration of faults take place in the Customer Portal by authorized users of the customer.

Evolve IP Europe Customer Service looks after the continuity of the Service by detecting and remedying faults. Evolve IP Europe can be contacted during the agreed service window for the reporting of priority 1 and 2 faults, and during office hours for the reporting of priority 3 and 4 faults. Reports are only accepted from administrators and are dealt with as follows:

- Registration and prioritisation
- Reproduction and isolation of the problem
- Resolving the problem
- Periodic status updates
- Feedback on the cause and acceptance of the solution

In order to guarantee the correct working of the platform, it is necessary to perform periodic maintenance. Evolve IP Europe ensures that this has a minimum impact on the operation of the Service by doing as much as possible of this between the hours of 23.00 and 07.00. Evolve IP Europe strives to limit periodic maintenance to on average two times or 4 hours per month. The time that is required for maintenance falls outside the definition of availability.

In some cases, it may be necessary for Evolve IP Europe to place an apparatus on the client's premises in order to trace a fault. The Client will at all times offer its cooperation in this process.

If the reason for a reported fault turns out to be the responsibility of the Client, this report will be recorded as an unjustified fault. If the percentage of unjustified faults is greater than 25% for three consecutive months, Evolve IP Europe will be entitled to charge the Client for a reasonable amount of time used at the applicable hourly tariff and this may settled with an available debit card.

6. Security policy

Evolve IP Europe is ISO 27001 certified. In the Evolve IP Europe Information Security Management System (ISMS) the stringent measures are recorded, that Evolve IP Europe takes in the area of data privacy. Evolve IP Europe is GDPR compliant. For more information about security and privacy you can check our website.

7. Service Levels

Evolve IP Europe distinguishes the following service levels. The applicable SLA is stated in the Contract.

	Standard	Extended	Premium
Service window	Business days 08.00 – 18.00	Business days 08.00 – 21.00 and Saturday 9.00 – 17.00	24 x 7
Penalty system			X
Disaster recovery plan			X
Proactive reporting of priority 1 faults			X
Custom Data Processing Agreement			X
Periodic consultation with Service Manager			X

Priority 1 faults which are reported outside the agreed service window can be dealt with for the ruling and applicable hourly tariff, subject to a minimum of two hours, and these may be settled with an available debit card.

8. Key Performance Indicators

The quality of Evolve IP Europe's services is ensured by a system of Key Performance Indicators (KPIs). This system sets the standard for the systems and procedures underlying the services.

KPIs are measured each month based on recorded events in the supporting (ticketing) systems. The aim of these measurements is to enable structural improvement of the level of performance if the measured performance indicates that this is necessary. KPIs form an integral part of the remuneration system of Evolve IP Europe’s personnel.

The monthly report on faults and changes will be published via our Customer Portal: <https://customerportal.evolveip.eu>.

Summary of Key Performance Indicators	Target
Delivery on time	100%
Availability of the Service on annual basis (excluding connections)	99.95%

Class	Dealt with	MTTR 90%	MTTR 100%	Updates
Priority 1	In service window	4 h	8 h	Every hour
Priority 2	In service window	8 h	16 h	Every hour
Priority 3	Office hours	5 business days		Daily
Priority 4	Office hours	Reasonable effort		N/A

9. Penalty system Premium SLA

In the following cases, the Client may claim compensation as a consequence of Evolve IP Europe’s failure to perform in accordance with the SLA, unless the cause of this cannot be attributed to Evolve IP Europe:

- Re-crediting of the one-off costs, up to a maximum of one month’s subscription amount, if a new service is delivered 5 or more business days too late.
- Re-crediting one time the monthly subscription amount if during that month one or more priority 1 faults are not resolved within 8 clock hours.

No guarantees or penalties apply for users who are connected via the Internet.

In order to determine whether Service Levels have been attained or not, the information and data from Evolve IP Europe ticketing system will prevail, unless the Client can provide proof that this information is incorrect. Penalties paid will be netted off against any compensation for damage payable to the Client in connection with any failure for which Evolve IP Europe is accountable. Entitlement to make a claim for penalties expires 60 days after liability for them arises.

10. Contact details

Evolve IP Europe Customer Services can be contacted throughout the agreed service window.

- Email: cs@evolveip.eu
- Telephone during office hours: +31(0)88-4283111
- Telephone outside office hours: +31(0)800-0233288

Calamities must only be reported by phone.

11. Escalations

In any case, where the normal operational process does not achieve the desired result within the agreed period, the process is reported to the next organisational level. In this case, the Client and Evolve IP Europe escalate in accordance with the following scheme:

Level 1

Incident Management

Telephone: +31(0)88-4283120

Email: incidentmanagement@evolveip.eu

Level 2

Operations Management

Telephone: +31(0)88-4283190

Email: manageroperations@evolveip.eu

Level 3
Management
Telephone: +31(0)88-4283150
Email: management@evolveip.eu

Other

Commercial escalations
Telephone: +31(0)88-4283198
Email: salesmanagement@evolveip.eu

Security Officer
Telephone: +31(0)88-4283199
Email: securityofficer@evolveip.eu

12. Supplementary provisions and service levels for specific services

SMS

The following supplementary provisions and service levels apply to the sending of text messages:

- Connection to mobile networks for text messages has an availability level of 99.5%.

KPI	Target	Guarantee
Delivery of messages to platform provider	Within 5 minutes	Within 7.5 minutes
Transmission capacity	1 message per second	75% within target

Email campaigns

The following supplementary provisions and service levels apply to the sending of email campaigns:

- Email messages can be delivered worldwide. Attachments can be sent with them upon request, up to a maximum of 2MB per message.
- The connection for sending emails has an availability level of 99.6%.

IP VPN

The following supplementary provisions and service levels apply to connections of the Client premises to the Evolve IP Europe network:

- Permits for any excavation work that may be necessary for laying a glass fibre connection outside the property of the Client will be obtained by the contractor. If Councils do not grant permission in good time, this will result in delays. These delays are not included in the SLA delivery period.
- A number of specific additional activities, which are performed by a certified installation company, fall outside the standard delivery period. Extra installation activities include: installation of cabling, cabling conduits and earthed power sockets, and the requirements for installing a patch panel at the Client’s premises.
- The Client is responsible for the provision of suitable locations for cabling and apparatus. The service levels stated by Evolve IP Europe only apply if the Client satisfies the environmental conditions stipulated and approved by Evolve IP Europe and described in the service description.

Availability of Service	Connection	Availability total
99.95%	Internet	No guarantee
99.95%	VPN	99.75%
99.95%	VPN + Back-up*	99.90%

*Dependent on the chosen backup and feed of cabling into the building

SIP Trunk

The following supplementary provisions and service levels apply to connections of the Client premises to the Evolve IP Europe network by means of an SIP trunk via a separate VPN connection:

- The Client is responsible for the provision of suitable locations for cabling and apparatus.

- The availability of the apparatus falls outside the definition of Platform availability.

Type of apparatus	Target replacement hardware
AudioCodes Mediant 1000	Within 4 office hours
AudioCodes MP 1xx	Following workday

Data retention period

The following table specifies the various standard retention periods during the continuance of the Contract:

Service	Data	Period
Online Contact Center	Handled Emails	3 months
All Evolve IP Europe services	Recordings (Voice/Email/Chat/Whatsapp)	1 month
Online Business Telephony	Voicemail messages	3 months
All Evolve IP Europe services	Reports*	Contract duration
All Evolve IP Europe services	Service CDR's*	Contract duration

*CDR reports in the portal provide data up to 6 months

Network	Data	Period
C7 network	Network CDR's	Indefinite
VoIP network	Network CDR's	Indefinite

Client hardware and software

Hardware and software belonging to the Client, which is not provided by Evolve IP Europe and which, whether or not in consultation with Evolve IP Europe, is connected to or integrated in the Service, falls outside the scope of this SLA. Compatibility problems will be handled on the basis of 'best effort' in accordance with the ruling and applicable hourly tariff and may be settled using an available debit card. The time spent is based on a subsequent calculation.

Site Access Procedure

This section describes the procedures necessary to enter and work in an Evolve IP facility related to our Third Party VPN service.

Without a member of the Evolve IP staff, it is not possible to access the facility. Identification (passport or driver's license) is required. Certain conditions may apply to ensure the rooms are kept clean, tidy and safe.

Site Access for planned works

Request to access and work at an Evolve IP facility 2 business days in advance. Requests can only be accepted from the Evolve IP customer. Send the request to:

Email : cs@evolveip.eu

The following information is required:

- Names of the person(s) that will execute the work
- Phone number
- E-mail address
- Description of the work
- Estimation of required time

Evolve IP will or will not authorize the access and work inform the applicant of his decision by E-mail. If the access is not authorized, Evolve IP shall provide the reason to decide so.

The applicant will receive an e-mail from the requested datacenter with access details. Please print and bring this e-mail to the appointment.

Site Access for Emergency Works

Request to access and work at a Evolve IP facility for emergency works please call the Evolve IP service desk. Requests can only be accepted from the Evolve IP customer.

Office hours: +31884283111

Outside office hours: 0800-0233288 / +31107147257

Evolve IP will or will not authorize the access and work inform the applicant of his decision. If the access is not authorized, Evolve IP shall provide the reason to decide so.

During office hours the on call engineer will be on site in 1 hour. Outside office hours the on call engineer will be on site within 2 hours.