



MCXess

Service Level Agreement MCXess B.V.





Service Level Agreement

Voice Access Services, SMS Service, Intelligent Networking, Livechat & Cobrowsing

This Service Level Agreement (SLA) is part of the Agreement between MCXess and Contractor regarding delivery of Services. This SLA describes the quality of Services and related proceedings and processes. Additional conditions applicable to the Services are described in the Terms & Conditions MCXess.

This SLA is applicable to Intelligent Networking (IN) and Access Services, and as such i.a. to Voice Services (including premium rate service numbers, Universal and International Free phone), SMS, Livechat & Cobrowsing. There is a separate SLA for IP VPN Services.

In this SLA the definitions are used as described in the Terms & Conditions. In addition the following definitions apply:

- Platform:** telecommunication equipment of the Operator for routing and switching of incoming and outgoing telephone and data traffic.
- Availability:** the time percentage during a certain period during which the Services were available for the Contractor.
- Customer Care:** telephone operators available for answering questions and/or problems.
- Purpose:** the (business) Purpose for which Contractor uses the Services.
- PSTN:** Public Switched Telephony Network in the Netherlands.
- Response-time:** The time period within which needs to be responded by the 24 hour service guard and the analysis of the failure is to be commenced.
- Failure:** Not fully or partly functioning of Services of MCXess in conformity with the agreement, which has lead to discontinuity in the rendering of Services. Failure explicitly does not include planned interruptions in relation with maintenance of the Platform, unavailability as a consequence of possible extensions and additional wishes with respect to the Services and all other matters which are not as such agreed on in writing.

Artikel 1 - General conditions

- 1.1 This SLA is solely concerned with Services rendered by MCXess. Telecommunication infrastructure, whether delivered or not, including fixed Lines, connections and or peripheral equipment, do not fall within the scope of this SLA.
- 1.2 MCXess will make its best effort to realize the service levels described in this document..

Artikel 2 - Application for Services

- 2.1 An order for delivery of Services by MCXess will be executed on the basis of a completely filled out and undersigned order form. The actual Services can only be rendered if the prospective Contractor can prove it is the legitimate holder of a required Number or that it is entitled to use this Number, such in conformity with the Terms & Conditions of MCXess.
- 2.2 Delivery of Services will take place with a delivery term and Tariff as mentioned in the standard tariff list. A shorter delivery term is possible for an additional Tariff that is to be agreed upon in the Agreement. Deviations from standard service are to be agreed upon in writing.
- 2.3 **Voice and SMS in the Netherlands:** For activation (activating a new Number that until then was not in service with an Operator) of Voice and SMS Services in the Netherlands the indicated delivery term is a minimum of seven (7) and a maximum of twelve (12) working days. A shorter delivery term for activation is possible for the applicable additional Tariff. For porting the indicated delivery term is a minimum of eleven (11) and a maximum of sixteen (16) working days as of the acceptance of an Order.
- 2.4 **Voice and SMS outside the Netherlands:** For activation (activating a new Number that until then was not in service with an Operator) and porting of Voice and SMS Services outside the Netherlands the indicated delivery term is a minimum of two (2) and a maximum of twelve (12) weeks. A shorter delivery term is possible for the applicable additional Tariff.
- 2.5 **UIFS / IFS:** For Universal International Free phone Services and International Free phone Services the following delivery terms apply as of the acceptance of an Order (dependant on the country): activation 4 to 10 weeks, changes 4 weeks and porting 4 to 8 weeks.
- 2.6 **Livechat & Cobrowsing:** For Livechat & Cobrowsing the delivery terms are depending on the complexity of the implementation. Part of the implementation is a survey of the web environment to determine the exact delivery term. Before the actual Agreement between Contractor and MCXess is accepted by MCXess, the technical viability needs to be confirmed by MCXess. The indicative delivery term for basic implementations is a minimum of one (1) week and for more complex implementations about four (4) weeks.
- 2.7 Other services (such as, but not limited to VRS/ Web/ IP PBX/ Multi media contact centre services and Work Force Management) will be delivered as per the delivery terms as defined in the specific offer.

- 2.8 When the order is executed this will be announced, as well as the moment on which the Service has become available, by email, or, if no email address is known, by telephone.

Artikel 3 - Changes of Services

- 3.1 An application for changes to an existing Service will only be executed on the basis of a completely filled out and undersigned order form and in so far the application is in compliance with article 4 of the Terms and Conditions of MCXess. Delivery of the changed Service will take place with a delivery term and Tariff as mentioned in the Agreement. A shorter delivery term is possible for the applicable additional Tariff.
- 3.2 When the order is executed this will be announced, as well as the moment on which the Service has become available, by email, or, if no email address is known, by telephone.

Artikel 4 - Termination of Services

- 4.1 Termination of Services takes place in conformity with the conditions and notice periods as set out in the Agreement and the Terms and Conditions.
- 4.2 Termination of Services is to be instructed on the basis of a completely filled out and undersigned order form.

Artikel 5 - Availability

- 5.1 In as far as possible MCXess contracts Operators and Chain Parties that pursue an availability of a minimum of 99.8% for Voice Access and SMS Services in the Netherlands. The availability is calculated over the calendar year prior to the date on which the calculation is made. The time of the notification of Failure or unavailability is decisive for achieving this Availability.
- 5.2 For the calculation of Availability the following causes for unavailability are excluded: force majeure, planned activities or maintenance, failure caused by third parties, failure caused by Contractor, incorrect use of a Service, fully or partially not functioning of telecommunication equipment (with the exception of the Platform).
- 5.3 In the number plan for Numbers, number ranges have been reserved for each type of traffic. The OPTA grants Numbers on the basis of the information given by Applicant / Contractor on the Goal and the expected amount of traffic. The Number granted by the OPTA is decisive for the type of traffic. The Service Level is only applicable if the Number is used for the type of traffic for which it is intended; for Numbers only the regular traffic applies: a maximum of 11 calls per second. For higher numbers of calls an additional SLA can be entered into.

Artikel 6 - Failures and Response-times

- 6.1 Failure of a Service of MCXess can be reported 24 hours per day, seven days a week through the failure report number of MCXess, 0800-2228333.
- 6.2 During office hours from 09.30 hours through 17.30 hours Central European Time (CET) the failure

report number will be answered by a representative of the Customer Care department of MCXess. The Contractor directly receives a reference number (ticket number). In case of full disruption (P1 Failure) it will be attempted to restore Services as quickly as possible after the registration of the ticket. The Contractor will receive within 4 hours (Response time) after the registration of the ticket a status update from MCXess in which an assessment is made of the time still required to restore Services. If Services are restored, ultimately the next working day the Contractor receives a status update regarding the nature of the Failure and the manner in which it was restored.

- 6.3 Outside office hours, from 17.30 hours through 09.00 hours Central European Time (CET), as well as during weekends and on national holidays, the failure report number will be answered by a representative of the Customer Care department of MCXess. Within 30 minutes the Contractor receives a reference number (ticket number). In case of full disruption (P1 Failure) it will be attempted to restore Services as quickly as possible after the registration of the ticket. The Contractor will receive within 4 hours (Response time) after the registration of the ticket a status update from MCXess in which an assessment is made of the time still required to restore Services. If Services are restored, ultimately the next working day the Contractor receives a status update regarding the nature of the Failure and the manner in which it was restored.
- 6.4 For handling of failures resulting from incorrect use of the Service, incompetent treatment or incompetent use of the application or the system by Contractor MCXess will charge the Contractor for the resulting costs.

Overview availability, failures and response-times:

Service	Voice in NL	Voice outside NL	SMS	UIFS / IFS	IN services	Livechat & Cobrowsing
Pursued percentage Availability	99.80%	99.80%	99.80%	99.80%	99.60%	99.60%
Ticket registration	Telephone = Direct* Email = <8 hours*	Telephone = Direct* Email = <8 hours*	Telephone = Direct* Email = <8 hours*	Telephone = Direct* Email = <8 hours*	Telephone = Direct* Email = <8 hours*	Telephone = Direct* Email = <8 hours*
Response time	4 hours	4 hours	4 hours	4 hours	4 hours	4 hours
Time to restore Services	P1 - 8 hours P2 - 72 hours P3 – NA**	P1 - 8 hours P2 - 72 hours P3 – NA**	P1 - 8 hours P2 - 72 hours P3 – NA**	P1 - 8 hours P2 - 72 hours P3 – NA**	P1 - 8 hours P2 - 48 hours P3 – NA**	P1 - 8 hours P2 - 72 hours P3 – NA**
Support	24 x 7	24 x 7	24 x 7	24 x 7	24 x 7	24 x 7

* = Ticket registration time during office hours CET

** = Not applicable (NA) because P3 is no Failure

P1 = full disrupted service as a result of Failure

P2 = partially disrupted service as a result of Failure

P3 = Requests, non- reproducible Incidents, support. A P3 ticket is not a Failure.