



MCXess

MCXess B.V. Service Level Agreement

Version 2.1 – 9 January, 2012





Service Level Agreement

This Service Level Agreement (SLA) is part of the Agreement between MCXess and the Contracting Party concerning the delivery of Products and Services. This SLA describes the availability of the Products and Services as well as the associated procedures and processes. For additional terms and conditions applicable to the Products and Services, please refer to the MCXess General Terms and Conditions.

The definitions used in this SLA are described in the General Terms and Conditions. In addition, the following definitions will apply:

- Availability:** The total length of time during which the Contracting Party has actually been able to use the Products and Services, expressed as a percentage of the total length of time measured during 1 (one) calendar year. The following are not included in the determination of availability: Scheduled Maintenance, force majeure, malfunctions caused by third parties, malfunctions caused by the Contracting Party, improper use of a Product and/or Service and the improper functioning of telecommunications equipment, in whole or in part (other than the Products and Services).
- Customer Care:** Telephone operators available to help the Contracting Party resolve any questions and/or issues.
- Purpose:** The (business) Purpose for which the Contracting Party uses the Service.
- Scheduled Maintenance:** The performance of operations to the infrastructure of MCXess, Operators and Intermediate Parties to the Contract, which takes place at a previously announced time.
- Response Time:** The time between the moment at which a Malfunction is first reported and the moment at which MCXess first contacts (or attempts to contact) the Contracting Party.
- Malfunction:** The improper functioning of the Products and Services purchased from MCXess, in whole or in part, compared to certain agreed upon specifications, resulting in an interruption of the provision of Products and Services. "Malfunction" expressly excludes Scheduled Maintenance, the unavailability of Products and Services due to any enhancements and additional customer wishes and any other items not contractually defined as such.



Artikel 1 - General Provisions

- 1.1 This SLA pertains to the Products and Services delivered by MCXess only. Telecommunications infrastructure of third parties, whether connected or not, including fixed connections and/or peripheral equipment, fall outside the scope of this SLA.
- 1.2 MCXess will make every reasonable effort to achieve the service levels described in this document.

Artikel 2 - Delivery Times and Availability of Products and Services

- 2.1 **Voice (Response) Services & Solutions:** Please refer to Table 1 in this SLA for a summary of Delivery Times and Availability.
- 2.2 **SMS Services & Solutions:** Please refer to Table 1 in this SLA for a summary of Delivery Times and Availability.
- 2.3 **Web Service & Solutions:** Please refer to Table 1 in this SLA for a summary of Delivery Times and Availability. Delivery times for the **Live Chat & Co-Browsing** product group will vary depending on the complexity of the implementation. The implementation will include a study of the local Web environment, on the basis of which the complexity of the implementation will be determined. MCXess must approve the technical feasibility prior to entering into any Agreement with the Contracting Party. This will take place by individual Contracting Party and Customer Site. Standard delivery times are one (1) week for simple implementations, and approx. four (4) weeks for complex implementations.
- 2.4 **Hosted Contact Center Solutions:** Please refer to Table 1 in this SLA for a summary of Delivery Times and Availability.
- 2.5 Other Products and Services (e.g. Payment Solutions) will be delivered per the delivery times stated in the Agreement.
- 2.6 Delivery times for Products and Services outside the Netherlands are available upon request.

Artikel 3 - Term and Termination

- 3.1 The term of this SLA will coincide with that of the Agreement.
- 3.2 Termination of any MCXess Service will be subject to the terms and conditions and the notice period stated in the Agreement and the General Terms and Conditions.

Artikel 4 - Malfunctions and Response Times

- 4.1 Malfunctions may be reported 24 hours per day, 7 seven days per week in any manner listed in Table 2: Contact Matrix.



- 4.2 The Contracting Party will be charged for any costs associated with the handling of Malfunctions due to improper operation or use of the Product and/or Service by the Contracting Party.

Artikel 5 - Availability

- 5.1 The Availability of the Products and Services will be subject to the percentages listed in Table 1 in this SLA.

Table 1: Summary of Delivery Times, Availability, Malfunctions and Response Times.

| Product Module | Voice (Response) Services & Solutions | | | SMS Services & Solutions | Web Services & Solutions | | Hosted Contact Center Solutions |
|---|--|--|-------------------------------------|---|---------------------------|---------------------------|---------------------------------|
| Product Group | Freephone & Premium rate numbers | Local and Corporate numbers | Universal Freephone | Premium & Flatfee SMS | Livechat & Cobrowsing | Payment Solutions | Hosted IP-PBX |
| Availability | 99,80% ⁽¹⁾ | 99,80% ⁽¹⁾ | 99,80% ⁽¹⁾ | 99.80% | 99,6% ⁽⁷⁾ | 99.60% | 99.90% |
| Indicated delivery time ⁽⁵⁾ for activation | Minimum of 7 and a maximum of 15 working days ⁽²⁾ | Minimum of 7 and a maximum of 15 working days ⁽²⁾ | 4 till 10 weeks ⁽³⁾ | Minimum of 5 and a maximum of 7 working days ⁽²⁾ | On request ⁽⁴⁾ | On request ⁽⁴⁾ | Minimum of 15 working days |
| Indicated delivery time ⁽⁵⁾ for portation | Minimum of 7 and a maximum of 15 working days ⁽²⁾ | Minimum of 7 and a maximum of 15 working days ⁽²⁾ | 4 till 10 weeks ⁽³⁾ | Minimum of 11 and a maximum of 16 working days ⁽²⁾ | NA | NA | Minimum of 15 working days |
| Indicated delivery time ⁽⁵⁾ for modification | Minimum of 5 and a maximum of 15 working days ⁽²⁾ | Minimum of 5 and a maximum of 15 working days ⁽²⁾ | 4 till 10 weeks ⁽³⁾ | Minimum of 5 and a maximum of 7 working days ⁽²⁾ | On request ⁽⁴⁾ | On request ⁽⁴⁾ | Minimum of 15 working days |
| Response Time | 4 hours | 4 hours | 4 hours | 4 hours | 4 hours | 4 hours | 4 hours |
| Expected time to correct interference | P1 - 8 hours | P1 - 8 hours | P1 - 8 till 16 hours ⁽⁶⁾ | P1 - 8 hours | P1 - 8 hours | P1 - 8 hours | P1 - 8 hours |
| | P2 - 72 hours | P2 - 72 hours | P2 - 72 hours | P2 - 72 hours | P2 - 72 hours | P2 - 72 hours | P2 - 72 hours |
| | P3 - NA | P3 - NA | P3 - NA | P3 - NA | P3 - NA | P3 - NA | P3 - NA |

| Notes | |
|-------|--|
| NA | Not applicable. |
| (1) | For value added services (such as IVR) an availability of 99,60% applies. |
| (2) | Only for services in the Netherlands. A shorter delivery time for activation is possible at the current rate. Delivery time outside of the Netherlands are available on request. |
| (3) | Indicated delivery time depends of the country. |
| (4) | Indicated delivery time depends on the complexity of the implementation. |
| (5) | Indicated delivery time calculated from the date of acceptance of an agreement by MCXess. |
| (6) | The expected time to correct the interference of Universal Freephone is based on best effort and may vary by country. |
| (7) | The availability for Livechat & Cobrowsing is measured during 1 (one) calendar quarter. |
| P1 | Complete interrupted service due to interference. |
| P2 | Partially interrupted service due to interference. |
| P3 | Requests not reproducible interferences support. A P3 ticket is no interference with the consequence that there is no expected turnaround time. |



Table 2: Contact Matrix.

| Support & Escalation | Position | Name | Email address (office hours) | Telephone number (24x7) (*) | Telephone number (24x7) (**) |
|--------------------------------|---------------------|------------------|------------------------------|-----------------------------|------------------------------|
| Customer Contact Center | Customer Care | CCC | ccc@mcxess.com | 010-799 8 111 | +31-10-799 8 111 |
| Escalation Level 1 | Director Operations | Frank Heijtlager | frank.heijtlager@mcxess.com | 020-472 2 288 (***) | +31-20-472 2 288 (***) |
| Escalation Level 2 | Managing Director | Marcel Dijkstra | marcel.dijkstra@mcxess.com | 020-472 2 288 (***) | +31-20-472 2 288 (***) |

| Notes | |
|-------|--|
| (*) | if Phone call is in the Netherlands |
| (**) | if Phone call is outside the Netherlands |
| (***) | During office hours |