



#### **Smart Numbers Ltd SLA**

This Service Level Agreement (this "SLA") governs the use of the Services under the terms of the order between "Smart Numbers Ltd" and "you".

### Reporting fault via email

The <u>info@smart-numbers.net</u> mailbox is the only monitored 7 days a week 24 hours a day. During business office hours (Monday to Friday 9:00 - 17:30) for any urgent issues first line response within 30 minutes of reporting your fault. Out of business hours, first line response within 1-2 hours.

## **Reporting fault via Phone Call**

The 03450178179 is available 7 days a week 24 hours a day. During business office hours (Monday to Friday 9:00 - 17:30) for any urgent issues first line response within 30 minutes of reporting your fault. Out of business hours, first line response within 1-2 hours from messages capture

All our services are provided in good faith, faults and network failures are fixed with best endeavours.

Priority Description			Target Fix
1		Total loss of connectivity to the service or severe disruption to one or more elements of the solution have failed causing continued service disruption	Three Hours
2		Instability and performance problems. Systems failures making it difficult to continue use of the functions in an effective manner	Nine Hours
3		Problematic. Services failing on an irregular basis. Problem with specific function or facilities – service affecting.	Thirteen Hours
4		Non-Critical, an occasional failure which can be overcome without undue difficulty.	Five Days

If all above information is not present, please send additional email with same subject to <a href="mailto:info@smart-numbers.net">info@smart-numbers.net</a> after first line tests completed.

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### SERVICE LEVEL AGREEMENT

Smart VoIP (hosted, fixed wlr & broadband)

This Service Level Agreement (this "SLA") governs the use of the Services and the relevant product Schedules between Smart Numbers Ltd and customer ("You")

This SLA applies separately to each of Your Accounts and only if You receive the relevant Services pursuant to an applicable product Schedule.

Smart Numbers Ltd may update, amend, modify or supplement this SLA from time to time. Capitalized terms used herein but not otherwise defined will have their respective meanings set forth.

### 1.DEFINITIONS

"Smart VoIP or Hosted "means Your Smart Numbers Hosted channel (cloud line) service including all real-time and other voice services

"Smart Numbers Ltd Fees "means the fees associated with the Services for the monthly billing period in which an interruption of service occurred.

"Scheduled Maintenance "means maintenance that is announced at least ten (10) business days in advance, and that does not exceed sixty (60) minutes in any calendar month.

### 2. SERVICE

Smart Numbers Ltd will use commercially reasonable efforts to provide the Services as defined by the plan or plans purchased or subscribed to under Your Account.

#### 3.SERVICE AVAILABILITY

### 3.1.Definition

"Service Availability" means Network Availability

Smart Numbers Ltd will use commercially reasonable efforts to provide 98% Network Availability and 98% hosted Voice Availability on a calendar -month basis "Network Availability" means the monthly uptime percentage excluding scheduled maintenance that Smart Numbers Ltd guarantees during any monthly billing cycle.

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Means the functioning of all Smart Numbers Ltd including telephony and conferencing services that have a direct impact on new call attempts and call completions that Smart Numbers Ltd guarantees during any monthly billing cycle. Secondary capabilities, such as voicemail availability, are not included in Smart Numbers Ltd Availability.

#### 3.2. Exclusions.

Loss of Service Availability caused by

- (i) issues beyond Smart Numbers Ltd reasonable control, including, without limitation, denial of service or similar attacks, mail bombs, DNS resolution, domain name expiration, hardware failure, Internet availability, Your portion of the network, IP transit provider issues, SYN attacks, failure of equipment or cabling not supplied by Smart Numbers Ltd or any other Force Majeure Event; or
- (ii) any loss of Services related to periods of time where customer premises equipment is being replaced or repaired; or
- (iii) any issues related to the Services due to number porting, whether inbound or outbound; or
- (iv) other issues addressed in this SLA, will be excluded from Service Availability calculations.

## 3.3. Availability Calculations

To calculate Service Availability, Smart Numbers Ltd uses associated with the Services for the monthly billing period in which an interruption of service occurred.

"Scheduled Maintenance" means maintenance that is announced at least ten (10) business days in advance, and that does not exceed sixty (60) minutes in any calendar month combination of methods, including analysing logs from both Smart Numbers Ltd event monitoring system and the actual affected infrastructure components.

Smart Numbers Ltd will match these findings with client reports to determine the actual timeframe. Any loss of Service Availability less than five (5)minutes in duration will not be included in the calculation of Service Availability.

## **4.SERVICE AVAILABILITY CREDIT.**

If Service Availability under Your Account for any monthly billing cycle falls below the level set forth above Section 3, Smart Numbers Ltd will issue a credit ("Service Availability Credit"). The credits will be verified for validity and will be subject to other conditions herein. The Service Availability Credit will be calculated at rates specified within the schedule included in the" Service Availability Credit" section of the Hosted Services Schedule.

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- 4.1. Service Availability Credit Request and Payment Procedures. To request a Service Availability Credit,
  - (a) Your Account must be in good standing with Smart Numbers Ltd,
  - (b) You must open a technical support ticket in the administrative control panel reporting an apparent Service interruption within seventy-two (72) hours of the event, and
  - (c) You must send an email or written Service Availability Credit request to the billing department in the month immediately following the month for which You are requesting a Service Availability Credit. Service Availability Credit requests must include Your Account name or Account number and the dates and specific times for which You are requesting Service Availability Credits. Smart Numbers Ltd will compare information provided by You to the data referenced in Section 3.3 above. A Service Availability Credit will be issued only if Smart Numbers Ltd confirms from such data that a Service Availability Credit is available. Smart Numbers Ltd will calculate the Service Availability Credit based on the type of particular Hosted Voice Service for which Service Availability was below the prescribed level, the hosted Voice fees for the particular Service and the percentage of overall individual Service affected.
- 4.2. Limits on Service Availability Credit & Sole and Exclusive Remedies Subject to Your valid submission of a Service Availability Credit request and the other conditions herein, if Service Availability under Your Account for any calendar month is below 98%, Smart Numbers Ltd will issue a credit in accordance with the following schedule:

The total Service Availability Credit due to You for any hosted voice services affected may not exceed twenty five percent (25%) of the monthly hosted Voice fees charged for use of the hosted Voice service during the month for which the Service Availability Credit is to be issued

All prices quoted exclude VAT

In order to run any VoIP you will require Broadband and a fixed line and suitable broadband speed. Please check your upload speed and confirm before ordering.

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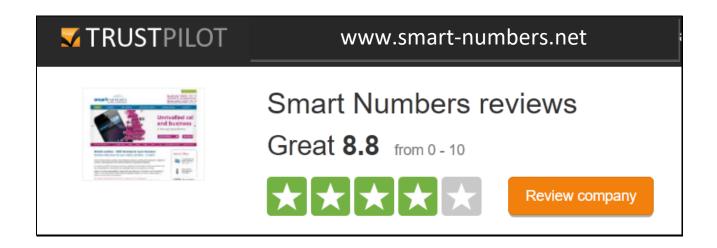
## For ALL EVOLVED COMMUNICATION – talk to Smart Numbers

## Why customers choose Smart Numbers:

- ✓ Tier 1 carrier network & BT Ipex- most reliable in the UK
- ✓ Fixed Term and 30 day contracts Available
- ✓ Advanced calendar month billing
- ✓ Calls chargers @ per second rate no round up
- ✓ Paperless & itemised billing
- ✓ Convert numbers into fixed lines or phone systems
- ✓ Port numbers into Smart Numbers
- ✓ Terms of Sale on our website. Click Here

# Addition Communication Services just for you...

- Smart Mobile Sims
- Smart Broadband
- Smart Fixed Lines
- Unified Comms Hardware, softphones & app calls



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