

## Service Level Agreement

This service level agreement relates to all Opus Services excluding Mobile Services.

### 1 Service Level Agreement

Opus shall adhere to the service levels set out in this SLA. Opus shall resolve minor, limited occurrence issues (Priority 4) within 48 hours, business function limitations (Priority 3) within 16 hours and all other incidents between 8 and 12 hours (Priorities 1 and 2).

Hours of business and availability to respond to and resolve unplanned service interruptions, downtime and otherwise provide the Services under this SLA are: Monday to Friday 8:30am – 5:30pm excluding public and bank holidays, unless otherwise stated in special provisions.

The Customer shall be entitled to make a service level claim in the event that Opus fails to meet the service levels agreed herein for Priorities 1 and 2 only.

#### Priority Levels

Unplanned service interruption occurs when the Customers access to Services (as defined in each contract with Opus) is affected by Incidents of Priority levels 1 through 4. Priorities are derived from the following Impact / Severity matrix.

		IMPACT (How Many Users Affected?)			
		Extensive (Entire Organisation or Site or VIP)	Significant (Entire Department)	Moderate (A few users)	Minor (One User)
INCIDENT SEVERITY (How badly affected is the Service?)	Critical (Complete Service Failure)	P1	P1	P2	P3
	High (Some Business- Critical Features do not work)	P1	P2	P2	P3
	Medium (Some Minor Features do not work)	P3	P3	P4	P4
	Low (Works, but not perfect)	P3	P3	P4	P4

Priority levels for unplanned service interruptions are described in the following table:

Priority	Unplanned Disruption Description
P1	Complete Service Failure. Priority 1 Incidents result in complete service failure or total outage which is defined as either: (i) an outage or system failure for more than 10% of the Customer's users' access to the Service; or (ii) a significant outage or system failure due to the servers or network on which the Service is used or accessed, but excluding where: (i) any event is out of Opus's control; (ii)

	any event resulting from any actions or inactions of the Customer, the Customer's agents or third parties that it deals with (excluding a third party telecommunications provider engaged by Opus) occurs; (iii) unavailability that is caused by any equipment or telecommunications provider that is not within the reasonable control of Opus such as downtime in PSTN lines due to a fault by BT Openreach or SIP Trunks due to a fault by Gamma; or (iv) there is unauthorised use of, or modifications to hardware or software.
<b>P2</b>	Inoperable Business Function. Priority 2 Incidents have a negative impact upon a large business function of the Services. This category is characterised by (i) major functionality loss and/or (ii) more than one business critical feature not working.
<b>P3</b>	Business Function Limitation. Priority 3 Incidents result in narrow functional limitations and situations that do not currently impair the Customer's business activities while using the Services. This category is characterised by (i) impaired functions that are used daily and (ii) an issue that adversely affects business performance.

Priority	Definition	Response Time	Resolution Time
P1	Complete Service Failure	<2 hours	8 hours
P2	Inoperable Business Function	<6 hours	12 hours
P3	Business Function Limitation	<8 hours	16 hours
P4	Limited Occurrence Issue	<16 hours	48 hours

\*Incident Response and Resolution times are operational within the contracted hours of support (Normal Business Hours). Standard hours are Monday – Friday 8:30am – 5:30pm excluding public and bank holidays.

\*Incident Resolution Time is the time taken to restore Service either by resolving the incident or by providing a suitable temporary workaround. This is distinguished from problem resolution time, which is the time taken to provide a root cause fix. Root cause fix times cannot be guaranteed as they may rely on unknowns or other third parties out of the control of Opus.

\* Incidents relating to Underlying Supplier faults and outages will be dealt with as best endeavours, and will be subject to the relevant Underlying Supplier's SLA.

\*Additional resiliency services are available on request.

#### Satisfaction Guarantee and Service Credits

We are so confident in the support that we provide that should we ever fall outside of our contracted SLAs, your support is FREE from that moment until we fix the issue.

- Notwithstanding anything to the contrary, service credit claims are calculated using one of the formulae below. The Customer may not make a double claim, i.e. a claim can be made in respect of either: (i) service call outs (non-system failures); or (ii) total system failures over the applicable calendar month period. For the avoidance of doubt, the Customer shall be entitled to claim for service call out credits for each occurrence in the relevant month.

- b) All references herein to the monthly charge are the annual charge (if stated as an annual charge) divided by twelve (12).

$$\text{Service call out (any severity level): } P = \frac{A}{730} \times 100$$

A = sum of hours in the applicable calendar month in which Opus did not meet their SLA.

P = percentage credit due of the applicable support Charges for the Services that have failed.

- c) Service credit claims must be submitted to [accounts@opustech.co.uk](mailto:accounts@opustech.co.uk) within fourteen (14) calendar days following the date that the SLA breach occurred.
- d) Any credit issued to the Customer will be delivered in the form of a credit note which will be applied against future invoices/direct debits or where there are no future payments to be made, will be paid back to the Customer.