

Nconnect Voice Service Level Agreement

The next-generation telephone system.



NFON
Cloud Telephone System

Nconnect Voice
Service Level Agreement (SLA)



Version 1

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2 Introduction

- 2.1. This Service Level Agreement (hereinafter referred to as SLA) covers all customer services related to the NFON product.
- 2.2. This service level agreement applies in conjunction with the agreement, the service description, the general terms and conditions, and the respective current price list (to be found in its latest version on mynfon.com). In the event specifications on the same subject vary, the order of priority shall be as follows:
 1. Agreement (highest priority)
 2. Service description, current pricelists, service level agreement
 3. General terms and conditions (lowest priority)
- 2.3. The present service level agreement applies exclusively to business customers within the Federal Republic of Germany.

3 Customer Service Support

3.1 Customer service / Support

NFON assumes support for services and components provided by NFON, with respect to establishing and re-establishing the functionality documented in the corresponding service description.

3.2 Availability

NFON shall perform the services defined in the corresponding service description with an annual availability of the NFON network of 99.9% and an availability of the web interfaces of 98%. This does not include times where the system is not available due to force majeure, the effects of the customer or third parties that are beyond NFON's control (ISP, carrier ...) or the following paragraphs.

3.2.1 NFON may limit access to (individual) services as required for the safety of network operation, perpetuation of network integrity, particularly preventing serious malfunctions of the network, software or the data stored.

3.2.2 Planned maintenance work announced to the customer, hindrances in accessing the customer location in the event of a malfunction, loss of time not caused by NFON, and loss of time due to delays in fault clearance caused by the customer, and failures or malfunctions of the customer's Internet connection are also not included in calculating availability.

3.3 Service monitoring

NFON systems are monitored 24 hours a day, seven days a week.

3.4 Opening a trouble ticket

Malfunctions are reported either proactively through NFON monitoring, or reactively by the customer. A trouble ticket will be opened for malfunctions affecting only individual customers.

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Customers supported by NFON distributors must open trouble tickets with their distributor. In this case, direct contact to NFON support is not provided.

NFON uses a ticket system to manage and document malfunctions. Each malfunction is assigned a distinct ticket number, which is communicated to the customer. The customer must provide this ticket number along with the K number with every inquiry related to this malfunction.

If the customer is unable to provide NFON with all the necessary technical details to identify the malfunction when opening a trouble ticket or during the process, or the customer is not available for consultations, processing of the malfunction and the evaluation of performance characteristics will be suspended until such information is received.

The malfunction can be reported at any time by telephone call to the main help desk at

+49 89 45300-555

or

+49 800 6366 555

If whilst processing a support request it transpires the malfunction encountered was not caused by NFON, NFON reserves the right to bill the expenditures incurred.

3.5 Priority Rankings and Trouble Processing

There are various trouble priority rankings based on the impact on the customer. The priority ranking is determined by the staff member recording the error.

Malfunctions are processed within the processing timeframes defined in the respective priority ranking starting with a successful malfunction acceptance. The service time 5 x 10h is analogous to the business hours according to figure 3.8 for classified malfunctions of the priority classes low and medium. Malfunctions of priority ranking "high" are also recorded outside of business hours around the clock to promptly start troubleshooting.

The response time corresponds to the time which may pass between the successful malfunction acceptance and the first statement by NFON (by email, otherwise by telephone).

Priority	Description	Reaction time	Service time
low	Individual features are not available or limited	9h	5 x 10h
medium	Individual sporadic call interference or interruption	6h	5 x 10h
high	More than 50 % of calls cannot be placed or an error with one of the main system components	2h	7 x 24h

3.6 Maintenance windows

Scheduled work will be performed at specific times. The following maintenance windows apply to the service of NFON:

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Maintenance windows

Working days

- Tuesday, 22 pm CET to Wednesday, 2 am CET
- Thursday, 22 pm CET to Friday, 2 am CET

Weekends

- Saturday, 22 pm CET to Sunday, 6 pm CET

Central European Time; CEST Central European Summer Time

Customers cannot prevent scheduled maintenance work. NFON must be able to perform necessary maintenance in the interest of its customer base, including emergency changes without prior notice if necessary.

3.7 Guarantee

The service levels described in this document are a guarantee service. For any services falling under guarantee case, the customer can reduce the invoice amount of the regular monthly recurring fees for that month by half by submitting a statement within one week upon receipt of the invoice. If more than one guarantee case occurs in one month, the customer is only entitled to one reduction only. Upon the declaration of reduction, all guarantees incurred until then have been deemed to be settled; the calculation of the availability according to section 3.2 begins again with an initial value of 100%.

3.8 Business Hours

NFON business hours or service hours are Monday to Friday except for federal holidays, 8:00 am to 6:00 pm. The service hotline for reporting a malfunction can be reached 7 x 24h.

4 Calculation Basis

Unless otherwise stated in the price list, services listed in this document (SLA) are part of the service according to the individual service description.

5 Customer Duties

The customer is obliged

- to cooperate in the event of errors in the context of his obligation. The customer agrees to take simple measures as instructed by NFON or a service provider assigned by NFON. If the customer does not have adequately technically versed personnel to perform these measures, this may result in delays while processing trouble ticket.
- is obliged to carry out a first analysis within the scope of his technical access options and the documentation available to him in order to be able to describe the malfunction qualitatively.

6 Restrictions

NFON can and must set clear limitations with respect to services to be provided. NFON particularly cannot

- provide network support, nor provide customer support for the required network infrastructure or provide support with implementation, operation and fault elimination
- provide support for the internet connection with the exception of NFON access products in accordance with their service level agreements