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NGN Ltd Service Level Agreement

1 NGN Service Level Agreement Document

1.1 Scope of Schedule:

This schedule outlines the Service Level Agreement (SLA) for the following services as provided by NGN (Service Provider) and its associated Strategic Partners:

- **Data Solutions:** Co-Location, DIA (Direct Internet Access), MPLS (Multiprotocol Label Switching) & VPLS (Virtual Private LAN Service)
- **Fixed Line:** CPS (Carrier Pre-select), Inbound, ISDN (Integrated Services Digital Network), SIP (Session Initiation Protocol) & WLR (Wholesale Line Rental)
- **Mobile:** Airtime, Devices & MDM (Mobile Device Management)
- **Telephone Systems:** Call Recording, Hosted & Premise based systems.

1.2 Experience Availability:

The Experience team can be contacted via the following means should there be a need to raise a service incident with NGN. Please note the standard Experience team availability is Monday to Friday; 09:00 to 17:00 (excluding Public Holidays).

An enhanced Agreement, providing 24/7/365 Support, is available if required. Please engage your Account Manager to discuss your specific requirements.

Telephone Support:

- The Experience team can be contacted on 0333 222 5999
- This method should be used to primarily report Priority Level 1 (P1) and Priority Level 2 (P2) incidents
- There will be an answer-phone service for calls received outside of our office hours concerning a lost & stolen Mobile.

Email Support:

- The Experience team can be emailed at experience@ngndna.com
- Please note any P1 or P2 incidents reported by email may not be allocated to a representative in an appropriate timescale and users are therefore encouraged to contact the Experience team by telephone in this instance
- Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day.

The measurement of the response time for incidents raised out-of-hours will not begin until the following working day.

1.3 Incident Reporting:

When reporting a service incident to NGN it's imperative as much information is provided so the best possible support can be offered. Failure to do so may impact on the ability to meet restoration times outlined in Section 1.4 of this document.

Please be prepared to supply the following information:

- Company name and contact name/telephone number
- Detail of impacted service/s i.e. telephone number or circuit reference number
- Site address
- A comprehensive description of the incident, when it occurred, with actions taken to resolve
- Any applicable diagnostic information or error messages.

Regardless of the manner used, a unique ticket number is allocated when a new case is recorded. During this process a representative is also assigned whom, based on the information provided, will determine the severity of the matter and categorise it as one of the following:

Priority 1 (**Critical**) - Faults that cause a complete loss of service or if the hardware/software functionality is affected in such a way that the system is no longer useable or crucial processes cannot be executed.

Priority 2 (**High**) - Any individual element of the hardware/software solution or infrastructure/connectivity failing. There is a partial workaround but the ability to maintain crucial processes is severely impacted.

Priority 3 (**Normal**) - Intermittent cases encountered with minimal impact to service. These may be localised to individuals. For example, a single extension fault or failure as part of a hosted or premise based solution.

Priority 4 (**Low**) - Minor faults and support requests. For example, any configuration requirements or general questions.

1.4 Service Levels:

Service incidents reported to the Experience team will be dealt with in-accordance to the service levels detailed below, which is dependent on the severity of the incident experienced:

	Priority Level	Response Time	Target Net Resolution Time*
1	Critical	15 minutes	8 hours
2	High	2 hours	16 hours
3	Normal	8 hours	24 hours
4	Low	24 hours	40 hours

* Please note hours are based on working hours of 09:00 - 17:00, Monday to Friday.

Response Time - time a case is assigned to a representative and begins working on the case

Target Net Resolution Time (TNRT) - total resolution time, minus time waiting for a customer response and non-office hours.

The TNRT shall end once notice has been given to you by the Experience team that the reported incident has been resolved. The duration of the TNRT will be recorded in order to assess compliance with our obligations under Section 1.4.

Cases should be raised according to the process detailed in this document and the process maybe developed over time and nominated contacts shall be informed of any such changes.

1.5 Escalation Process:

In the unlikely event there is dissatisfaction with how a support case has been handled, there is an escalation process which can be followed. It is important each level is adhered to and within the timeframes outlined:

Level	Contact	TIME BEFORE ESCALATION BEGINS	
		P1 & P2	P3 & P4
Escalation Level 1	<p>Shahid Islam experience@ngndna.com 0333 222 5999</p>	TNRT breach + 6 hours	TNRT breach + 48 hours
Escalation Level 2	<p>James Salmons experience@ngndna.com 0333 222 5999</p>	TNRT breach + 20 hours	TNRT breach + 96 hours

For clarity, it is important that any email sent in respect to an escalation references the escalation level and case number of the incident within the subject field.

1.6 Service Credits:

Service credits can be applied in the event a service outage is not resolved within the pre-determined SLA, as defined under Section 1.4.

Service credits are calculated as a reduction of the recurring monthly charges and will be applied automatically.

Service credits will be equivalent to the proportionate rental for the period of time beyond the TNRT and in respect of the affected service only. Credits applied are determined by **dividing the total monthly rental paid for the affected service/circuit by the total working hours in a month and multiplying this by the number of working hours in breach**. Any credit(s) due will be paid in total once annually, by the 31st of January.

1.7 Limitation of Service liability:

There are certain exceptions that are not considered normal maintenance or support and therefore not covered under the services of this Agreement:

- Service and repair made necessary due to accidents, damage from fire originating outside of equipment, water, wind, earthquakes, lighting, terrorism, vandalism, burglary, or similar circumstances
- Service and repair of damage or problems caused by, but not limited to neglect, malicious activity, or misuse
- Service/s altered in any way by the customer and not in accordance with the terms of the Agreement
- Failure to operate the relevant service/s in accordance with the terms of the Agreement
- Planned outages previously notified to you at least three working days in advance shall not be deemed occurrences of unavailability for the purposes of this Agreement and shall not be included when calculating service performance.

1.8 Force Majeure:

Neither party shall be liable for a failure to perform any of its obligations under this Agreement due to any circumstance beyond its or its subcontractors' reasonable control, which impedes or delays any of the services to be performed hereunder or the payment thereof. This includes, but not limited to the failure by any third party to perform its obligations, labour disputes, forces of nature, fire, war, general mobilisation or unforeseen military mobilisations, cyber-attacks, requisition, seizure, acts or decisions of governments or authorities to a similar extent, requisition, insurrection and civil commotion, general shortage of materials, restrictions in the use of power and interruption in the supply of power.

1.9 Planned Maintenance:

Services may be suspended to carry out scheduled maintenance or upgrade work. Except in an emergency or when circumstances are beyond our control, we shall aim to provide at least three working days' notice of any such suspension via email to nominated contact/s. We will determine the nature and purpose of the works and whether there will be a partial or total system loss. Maintenance of this kind shall be performed outside of normal office hours of 20:00 - 06:00.

If there are any questions regarding the nature of these planned works please don't hesitate to contact experience@ngndna.com

2 Complaints Procedure:

NGN is committed to delivering high-quality telecommunications services and customer satisfaction. Despite our best efforts, we understand there may be times when our service does not meet expectations. This procedure provides clear guidance for our customers to raise complaints.

2.1 Raising a Complaint:

If you are dissatisfied with any aspect of our service, please contact us as follows:

Email: complaint@ngndna.com

Phone: 0333 222 5999

Post: NGN, Highstone House, 165 High Street, Barnet, EN5 5SU

Please include as much detail as possible about your complaint, including your account number, the nature of the complaint, and any specific incidents or dates.

2.2 Acknowledgement:

We will acknowledge receipt of your complaint within 2 business days and provide you with a reference number.

2.3 Investigation:

Your complaint will be investigated by our dedicated complaints team. We aim to resolve complaints within 10 business days. If more time is needed, we will inform you of the progress and expected resolution date.

2.4 Resolution:

Once the investigation is complete, we will contact you with the outcome and any actions taken to resolve your complaint. If you are unsatisfied with the resolution, you may request that the complaint be reviewed at a higher level within our company.

2.5 Escalation:

If you are still not satisfied with the outcome after the internal review, you have the right to escalate your complaint to the Ombudsman Services: Communications, an independent alternative dispute resolution scheme. We will provide you with all necessary information to pursue this option.

Contact Information for Ombudsman Services: Communications

Website: <https://www.ombudsman-services.org/sectors/communications>

Phone: 0330 440 1614

Post: Ombudsman Services: Communications, P.O. Box 730, Warrington, WA4 6WU

2.6 Compliance:

This complaints procedure is in accordance with UK regulations and standards for telecommunications services.