

Service Level Agreement (SLA)

GENERAL

1. This agreement should be read in conjunction with the Magrathea Wholesale Contract. The terms agreed in the Wholesale Contract will supersede any items in this SLA where there is duplication or omission.
2. Magrathea will take all reasonable steps to restore Service in accordance with this agreement.
3. Neither party shall be liable to the other for failure to perform any obligation under this Agreement (other than an obligation to pay) where such failure was outside such party's reasonable control, including without limitation, the consequence of natural phenomenon, war, civil disorder, inclement weather, fire, failure or shortage of power supplies, seller failure, breach, or delay, industrial disputes, acts or omissions of government, acts or omissions of other telecommunications operators, compliance with statutory obligation, or any other cause beyond Magrathea's reasonable control.
4. This Agreement may not be assigned or transferred by the Customer to any third party without the prior written consent of Magrathea.
5. Nothing in this Agreement shall create or be deemed to create a partnership or the relationship of principal and agent between the parties.
6. No failure or delay by Magrathea in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right and no waiver by Magrathea of a breach of any provision of this Agreement shall be deemed a waiver of any subsequent breach of the same or any other provision. Any waiver or breach must be expressed in writing by the party waiving such breach.
7. If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part the other provisions of this Agreement and the remainder of the affected provision shall continue to be valid.
8. The rights of Magrathea under this Agreement are cumulative and in addition to any other right or remedy available to it at law or in equity.
9. This Agreement shall be governed by and construed in accordance with the laws of England.

FAULT REPORTING

10. Category A (Critical) faults may be reported to **07803 136 339** 24 hours a day, 7 days a week. You will be asked to leave details and a member of our technical team will be contacted as a matter of urgency. *Please note that non-Category A calls will not be taken on this number. See response times for exceptions.*
11. Category B faults should be reported to 0345 004 0040 (or +44118 321 0321). We request that all out of hours faults reported by telephone be followed up with an email to support@magrathea-telecom.co.uk to ensure that details can be logged accurately.
12. Category C faults are to be reported by email only to support@magrathea-telecom.co.uk.
13. Before reporting a fault to Magrathea, the customer will carry out full and comprehensive tests to determine the extent and location of the fault. For outbound call faults the customer must also check they are sending a valid Caller ID in the correct format, failure to send a Caller ID that meets the criteria in our LI Agreement will delay fault investigations and the commitments within this SLA will not apply. All details to be included in fault report to assist with prompt resolution. It is the responsibility of the customer to use the correct reporting method for the grade of fault to be reported.
14. Once the fault has been logged fault investigation will begin. Magrathea will contact and liaise as appropriate with any 3rd party carrier/operator or service provider. Regular updates will be provided to the Customer as per agreed timescales and based on severity of the problem. Details of expected time to fix (if available) will also be provided by Magrathea.

FAULT CATEGORY

15. Category A (Critical):
 - All inbound numbers have ceased to work.
 - Termination to all destinations has ceased.
16. Category B:
 - Customers are unable to interface with Magrathea's network.
 - One, or a batch of, inbound numbers are failing.
17. Category C:
 - Poor call quality is experienced to any destination.
 - Reports or CDRs are unavailable online.

RESPONSE TIME

18. From the time of reporting, the target times to respond to **Category A** faults are as detailed here:

During office hours (09:00 to 17:30 UK Local Time, Monday to Friday) = 2 hours
Out of office hours (including public holidays) = 4 hours
19. From the time of reporting, the target time to respond to **Category B** faults is as follows:

During standard support hours (09:00 to 20:30 UK Local Time, 7 days per week) = 4 hours
Out of standard support hours (including public holidays) = 12 hours

Please note that if a Category B is likely to become Category A if not responded to within 12 hours you should report as per Category A faults by dialling our emergency number.
20. From the time of reporting, the target time to respond to a **Category C** fault is one working day.

FAULT CLEARANCE

21. On successful identification and rectification of the fault by Magrathea, the Customer will be notified (where applicable), and will be requested to carry out a test to ensure that the fault has been cleared to their satisfaction. If it is identified that a fault is still apparent Magrathea must be notified accordingly, if no notification is received the fault will assumed to be clear.

ESCALATION PROCEDURE

22. If as a result of the service levels being breached, or as a result of a Category A Fault, escalation will be carried out as follows;

Call **07803 136 339** 24 hours a day, 7 days a week. You will be asked to leave details and a member of our technical team will be contacted as a matter of urgency.

PLANNED MAINTENANCE AND UPGRADES

23. Planned network maintenance or upgrades may be required from time to time. 7 days notice will be given to all customers that may be affected by this type of outage.
24. Magrathea will use all reasonable endeavours to carry out this work with little or no disruption to customers but if Magrathea and the Customer cannot agree the timing of the outage Magrathea's decision shall be final.

UNSCHEDULED MAINTENANCE

25. Under exceptional circumstances, it may be necessary to perform emergency maintenance, without prior notice. Magrathea will endeavour to provide as much notification as possible for emergency maintenance.

THIRD PARTY ATTRIBUTABLE FAULTS

26. If a fault is identified as being attributable to a third party (i.e. neither the Customer nor Magrathea), the fault shall be deemed to be the responsibility of Magrathea but no downtime will be included in Service reliability calculations. In such event, Magrathea will use all reasonable endeavours to restore the Service within the target times to repair.