

Schedule Document

Cisco CallManager Support

Node4 Limited

29/11/2007

SCHEDULE

Additional terms, Service Description & Service Level Agreement for Cisco CallManager Support

1. SERVICE DESCRIPTION

The Node4 Cisco CallManager Support Service provides the Customer with Technical assistance for configuration and faults relating to Cisco CallManager.

2. DEFINITIONS

“*Additional Terms*” means this Schedule 2 forming part of the Master Agreement, which describes the Products and/ or Services to be provided and the relevant service levels;

“*Best Cost Routing*” means Routing traffic to the best cost provider on the basis of a quality and price ratio;

“*Border Control*” means the control and operation of VOIP network interconnects;

“*Business Hours*” means Monday to Friday, 9am to 5pm, excluding Bank and other Public Holidays;

“*Call*” means a voice call initiated by the Customer using the Services;

“*CDR*” means Call Data Records;

“*Charges*” means charges as described in this Schedule 2 and where relevant set out in the Order Form Form, and shall be payable by the Customer in accordance with Clause 3 of Node4’s Standard Terms and Conditions (Schedule 1);

“*Customer Responsible Faults*” means in the event that a Service Affecting or Non-Service Affecting Fault is identified as being attributable to Customer Provided Equipment, Premises, Customer power supplies, or the action of the Customer, employees or agents of the Customer, the fault shall be deemed the responsibility of the Customer. Any downtime shall not be included in service availability measurements and does not qualify for compensation.

“*Dial Plan*” means the defined number ranges and the country or regional names assigned to specific codes;

“*Equipment*” means, without limitation, any equipment, machinery, and apparatus provided by Node4 as part of the Services, and/or used in order to make available the CallManager Support Services to the Customer;

“*Fault Ticket Number*” means the unique number issued when logging a fault with Node4.

“*Installation Charge*” means charges payable by the Customer for the installation of CallManager Services as provided in the Order Form;

“*Monthly Review Period*” means the calendar monthly periods commencing on the 1st of each month during the Term, over which Service performance measurements are calculated,

provided that the first Monthly Review Period will commence on the Service Commencement Date;

“*Network Management System*” means Node4’s network integrated fault management system;

“*Node4 Network*” means the network wholly owned and managed by Node4;

“*Non-Service Affecting Fault*” means a fault or condition which is not a Service Affecting Fault.

“*Number Management*” means any services provided by Node4 for the routing, translation or definition of telephony number ranges;

“*Planned Outage*” means in maintaining the service provided, Node4 may with reasonable notice require a temporary outage in service. Wherever possible Node4 will agree the outage with you in advance of the required work. Any planned downtime shall not be included in fault or service reliability measurements.

“*Professional Service Charges*” means the professional service charges detailed on the Order Form or otherwise agreed in writing between the Parties in accordance with Clause 4 below;

“*Routing*” means the ability to redirect voice traffic streams between different terminating networks;

“*SBC*” means Session Border Controller

“*Service Affecting Fault (SAF)*” means any failure of Node4 Network, equipment or service, which, in our reasonable opinion causes a loss of a customer’s service. In all such cases the service shall be deemed unavailable and the length of downtime recorded by Node4 from when the fault is registered by Node4 and a fault ticket number allocated.

“*Service Availability*” means the time for which a Node4 service is usable, expressed as a percentage of the total time in a given Service Measurement Period. The Node4 service shall be deemed available for the purposes of calculating Service Availability if it is not usable due to an event outside our reasonable control, a Customer Responsible Fault, a Third Party Attributable Fault or is due to a Planned Outage.

“*Service Commencement Date*” means the date when Node4 provides the Service tested and ready for use;

“*Service Measurement Period*” means a calendar month for which the Service is available.

“*Successful Call*” means a call which has established a voice path and therefore has billable duration;

“*Technical Support Centre*” means Node4’s fault management centre, which operates the Node4 Network Management System;

“*Third Party Attributable Faults*” means in the event that a Service Affecting or Non-Service Affecting Fault is identified as being attributable

to a third party this measurement period shall not be included in service availability measurements. Such faults do not qualify for rebates or compensation. Node4 will endeavour to resolve and rectify such Third Party Attributable Faults as soon as possible.

“*Time To Resolve Fault (TTRF)*” means the length of time from the issue of the fault ticket number to repair and resolution or the service circuit and/or associated equipment.

“*VOIP*” means Voice Over Internet Protocol;

“*Web Portal*” means a website Customer may use to view online service reports.

3. CallManager Support TERMS

The following terms and conditions shall apply when Node4 provides CallManager Support Services to the Customer.

4. CHARGES

4.1 Charges payable by the Customer

Charges for Support may comprise any or all of the following Charges including a Set-up Charge and a Monthly or Annual Service Charge.

4.1.1 Set-up Charges

Any applicable Set-up Charges for the implementation of the Support service shall be detailed on the Purchase Order.

4.1.2 Service Charges

Service charges are paid either monthly or annually in advance based on the support provided and any other related service and are identified on the purchase order.

4.1.4 Additional Professional Services

A full range of Professional Services are available to the Customer in addition to what is provided as part of the Support Contract. The Professional Service Charges include but are not limited to:-

- installation and configuration
- remote services
- management

The Professional Services are subject to the price list below. Specific rates for large or repeat orders can be agreed on a case by case basis in writing.

All incremental expenses incurred during these Professional Services will be passed directly to the Customer. Provisioning costs such as cabling will be discussed and agreed with the Customer in the Purchase Order.

Tasks undertaken by Node4 at the request of the Customer or activities undertaken by the Customer which require the remote support of Node4 personnel will be charged at the hourly rates shown below.

Time support required:	Per hour	Per day
Mon – Fri business hours	£60.00 per hour	£480.00
Mon – Fri other times	£100.00 per hour	POA
Saturday	£100.00 per hour	POA
Sunday	£100.00 per hour	POA

Time is charged by the hour. These rates are for a trained technician and are subject to an annual review by Node4. For advanced engineers with MCSE or CCIE status or for on-site services please contact Node4 for pricing.

4.1.6 Minimum commitment

The service is subject to a minimum contract term of 12 months. For termination of the services, there is a minimum notice period of 30 days written notice the earliest of which can be given at the end of the minimum contract term. Details of minimum commitment terms for additional services shall be detailed in the Purchase Order.

5. Provision of CallManager Support Services

The Node4 CallManager Support service provides the customer with Support for a Cisco CallManager in the event of a fault. The service can also include optional adds, moves and changes.

5.1.1 Faults

Node4 will provide assistance in the event of a service failure. Faults will be dealt with as described in section 6

5.1.2 Software Updates & Patches

As part of the service software updates and patches will be applied when they become available. Where the CallManager is installed on a customer site and not in the Node4 Data Centre, remote assistance will be required on the customer site (this is the customer’s responsibility)

5.2 Hardware Maintenance

Any fault relating to hardware failure would be covered by hardware maintenance. It is the customers responsibility to ensure this cover is in place. Node4 can provide hardware cover via Cisco SmartNet on request. If hardware

maintenance is provided by Node4 this will be identified on the order form.

5.3 Adds, Moves & Changes

As an optional service Node4 can provide an adds, moves and changes service. This will cover configuration changes and addition or deletion of users. The service is available on an allocated number of tickets per month, with each request for an add, move or change using 1 ticket. The number of support tickets is identified on the order form.

5.4 Customer Support

Bronze level support, as identified in the fault management and reporting handbook is provided as standard on CallManager Support Services. Node4 provides the service direct to the Customer. The Customer commits to fully manage all their customers and suppliers directly. Node4 will not interface directly with any third parties working with the Customer. If the Customer requires Node4 to provide their customers with a customer care or NOC service this is available on request and subject to Professional Service Charges.

5.5 Node4 shall not be liable in respect of any contract, agreement or relationship that Customer may have with any third party. If a dispute arises between Customer and a third party involving Node4's CallManager Support Service, Node4 shall provide the Customer with reasonable information and assistance (to the extent that such is not adverse to Node4's interests to Customer (at Customer's expense)) in the resolution of such dispute.

5.6 Suspension of Service

Node4 shall be entitled to suspend the Support service:

- In a life or property threatening emergency
- If required to do so by any governmental or regulatory authority; or
- Where the Customer is in breach of this Agreement,

5.7 Warranty

The Customer warrants that it will not use the Products or Services or permit the same to be used:

- For the transmission of any material which is defamatory, offensive or of an abusive or obscene or menacing nature; and/or
- To cause annoyance, inconvenience or needless anxiety or any improper use; and/or
- Except in accordance with any relevant legal or regulatory requirements, and operating

instructions notified by Node4 from time to time; and/or

- In a manner which constitutes a violation or infringement of the right of any person; and/or
- Contrary to the procedures set out in the Customer Handbook and the terms of this Agreement.

6. FAULT REPORTING AND MANAGEMENT

6.1. Fault Handling

Faults are handled as outlined in the Fault Reporting & Management Hand book

6.2. Time to Repair

Node4 aims to resolve requests in relation to the Node4 infrastructure causing a loss of service within four (4) hours, with the following response times:

	Description	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5
Business Hours	Faults & Technical Queries Acknowledgement*	30 Mins	30 Mins	1 Hour	2 Hours	1 Day
	Remedial Engineer Actions Commence	1 Hour	2 Hours	4 Hours	12 Hours	N/A
	Time to Resolve Fault**	4 Hours	4 Hours	24 Hours	72 Hours	5 Days ***

	Description	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5
Non-Business Hours	Faults & Technical Queries Acknowledgement*	60 Mins	60 Mins	Automated Email Response	Automated Email Response	Automated Email Response
	Remedial Engineer Actions Commence	2 Hours	2 Hours	N/A	N/A	N/A
	Time to Resolve Fault**	5 Hours	5 Hours	N/A	N/A	N/A

Hours of response is dependant on Service Level (Bronze, Silver, Silver Plus, Gold)

All category 1 & 2 faults should be raised via the tickets system then followed by a phone call.

* *Acknowledgement refers to an automated service which generates a response and alerts engineers of a service failure; or where there is dialogue between the client and the engineer.*

** *We will use reasonable endeavors to adhere to the TTRF guidelines. Where fault resolution involves third parties, or hardware replacement, then this is subject to the support contracts in place with those parties.*

*** *Change requests will be completed during business hours within 5 days where requests are conducted within the support contract. This does not include change requests outside of the support contract, or change request implemented outside normal business hours these will be dealt with as chargeable projects.*

6.3. Fault Duration

All faults recorded by the Network Management System will be reconciled against the corresponding fault ticket raised by the Technical Support Centre. The exact fault duration will be calculated as the elapsed time between the fault being reported to the Technical Support Centre and the time when Service is restored.

6.4. Service Credits

Service credits are not available on Cisco CallManager Support Services.