



# Business Applications

## How we'll look after you

Thank you for your business. We'll never take it for granted. That's why we've put together this **service level agreement (SLA)**. It lets you know exactly what we promise to deliver as part of the **service** you've ordered from us. This **SLA** forms part of the **agreement** between you and us for the **service** provided so, naturally, we'll fulfil what's laid out here.

## Getting you up and running

When we've taken your order and finished planning we'll give you a Customer Promise Date.

## Keeping you connected

The service availability target for each of the business application **services** is set out below.

## Availability

We work out monthly **service** availability for each service like this:

$$\frac{\text{user minutes} - \text{downtime}}{\text{user minutes}} \times 100\%$$

Business application provider and variant	Target Availability
Microsoft Office 365 Business	99.9%

## Getting your service back up and running

If a problem arises and you can't use your **service**, we'll aim to restore your **service** as quickly as possible. We may need to involve the **business application provider** in order to do this and we don't include time periods where we're unable to report the **fault** to the **business application provider** in the resolution time.

The following call-back response times apply:

Call Back Attempt	Response Time
First	Within 4 <b>working hours</b>
Second	Within 12 <b>working hours</b>
Third	Within 16 <b>working hours</b>

If a call-back isn't made within the response time above, we escalate it as you see from the table below.

## Our Commitment to You

### Late Service Restoration

Internal Escalation	Escalation Level
Team Manager	Level 1
Fault Centre Manager	Level 2
Head of Business Assure	Level 3

So now we've covered the main points, all that's left to read is the full agreement. It spells out exactly where we both stand so that there is no confusion.

### What do the terms mean, what is not covered by this SLA, our liability to you, planned outages and how to report a fault

#### Definitions of terms used

Except as otherwise defined in this **SLA** or unless the context otherwise requires, all defined terms in this **SLA** shall have the same meanings as in the **agreement**.

**days** means Monday to Friday excluding Bank and Public Holidays.

**downtime** means any period of time when the services is put into reduced functionality mode due to an issue with the activation of any **service**.

**excused outage** means any **fault** caused by:

- (a) your network, system or equipment, or any part of it; or
- (b) your acts or omissions; or
- (c) your number of **end users** using the **service** exceeding the number set out in the **agreement**; or
- (d) your breach of the **agreement**; or
- (e) your failure or delay in complying with our reasonable instructions; or
- (f) a force majeure event as set out in the **agreement**; or
- (g) a **planned outage**;

- (h) an act or omission of any third party which is beyond our reasonable control; or
- (i) service failure of your Virgin Media Business qualifying connectivity service (which is covered by a separate SLA).

**fault** means a fault, outage or **service downtime** (other than a **planned outage** or an **excused outage**) resulting in a total loss of **service**, which has been reported to Us in accordance with standard fault reporting procedures

**fault report** means the report of a **fault** either by you or us that has been recorded on the call record at our Business Technical Support Centre in accordance with standard **fault** reporting procedures.

**planned outage** means any **service downtime**:

- (a) scheduled by us or the **business applications provider** to carry out any preventative maintenance or upgrades to the **service**; or
- (b) caused by any changes to the **services** you request or authorise.

**restoration** means the workaround or temporary solution for, or the permanent resolution of, a **fault** which (as applicable) remedies, or negates the impact of, the **fault** so that the **service** is available.

**service** means the service that we provide to you as set out in the **agreement**.

**user minutes** means the total number of **business application provider** or **service** (as the case may be) minutes in a month, less all **excused outages**, multiplied by the total number of users.

**working hours** means 0900hrs to 1730hrs, Monday to Friday except bank holidays and public holidays in the relevant part of the United Kingdom and 0900hrs to 1700hrs on Saturday.

For the avoidance of doubt, **you** and **your** shall include your employees, subcontractors and agents.

## Exclusions

### Service Delivery

We will not be liable to pay **service credits**.

### Service availability

Unavailability of a **service** as a result of any of the following events shall not count as **downtime**:

- (a) an **excused outage**; or
- (b) a **planned outage**.

## Service Restoration

Time spent in repairing a **fault** or restoring the **service** as a result of any of the following events will not be counted as part of restoration time:

- (a) your failure or delay in providing the necessary co-operation required by us including, without limitation:
  - (i) supply of the necessary information; or
  - (ii) access to the relevant sites; or
  - (iii) supply of the necessary power or facilities; or
- (b) Your relevant personnel cannot be contacted to assist us or to confirm the **service** is restored; or
- (c) a **planned outage**; or
- (d) an **excused outage**.

The time taken to restore a **fault** is measured from the time the **fault report** is recorded on our fault management system until the time we notify you that the **service** has been restored or in the event that we are unable to contact you, the time recorded on our fault management system that **service** has been restored.

## Reporting a Fault

You must comply with any fault reporting format as advised by us from time to time for the reporting of **faults**.

For the avoidance of doubt, if there is a dispute on any **fault** commencement or duration, the records of the fault management system at our technical support centre shall be final.

Any **faults** or suspected faults on the **service** must be reported to our technical support centre on **0800 052 0800** (followed by your PIN, if supplied).

You shall identify to us the individuals who shall have authority to report **faults** (**authorised individuals**). Any replacement **authorised individuals** shall be notified to us in writing.

In Our Commitment to You, our internal escalation procedure is for information only and you will not have any direct contact with any of such personnel.

*Thanks for your business – we're looking forward to working with you. If you have any questions, we'd love to hear from you. Please call our Customer Services team on 0800 052 0800.*