



Burley Technology Solutions, LLC
809 17th Avenue West
Palmetto, FL 34221

Business Service Level Agreement (SLA)



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1. Purpose

This Business Service Level Agreement (**SLA**) describes the terms and conditions that apply to Burley Technology Solutions (aka BurleyTech) commitment to our clients urgent Technology needs and rapid response. Please note that this SLA only applies to Business Technology services provided by BurleyTech and is an added cost service designed for rapid response and resolution.

This SLA covers aspects of customer service and your experience dealing with Burley Technology rapid support. The terms and conditions outlined in this SLA are additional to, and must be read in conjunction with, the Standard Terms of Service (TOS) and your statement of work (SOW). To the extent of any inconsistency between the terms in this SLA and the general terms set out in the TOS & SOW, the terms in this SLA prevail (If the SLA account is active and no major outstanding balance exist).

2. Scope of Services

For the avoidance of doubt, this SLA only covers Rapid Support Response for 3CX PBX Product. Defined terms are set out in section 8 (Definitions).

3. Contacting Burley Technology Solutions

Burley Technology Solutions

Phone: Main: 941-531-1800

SLA Rapid Support Hotline: 1-833-531-1900

Submit a Ticket: <https://helpdesk.burleytechfl.com>

Email: support@burleytechfl.com



The Business Support team is tasked with meeting the specific needs of BurleyTech business customers, offering a professional, personalized priority service. If there is anything in this SLA that you would like to discuss, please contact the Business Support team.

Before contacting BurleyTech about a fault, issue or outage please check that your virtual machine, internet service provider or your local network is without fault. If you believe that the problem is with Burley Technology service or Telephony network and not a local problem, you must log the fault with the Business Support team via our ticketing or email system. Dedicated business support engineers will ensure that your enquiry is handled in a knowledgeable and professional manner.

Where your call cannot be answered promptly on the first try, we will return your call accordingly to this agreement response time frame. We do recommend submitting a ticket inquiry first before calling to ensure an accurate record is recorded and your issue is handled and resolved accordingly.

If your issue is Urgent (ie service is down, can't make a call). Please feel free to call the hotline number first (1-833-531-1900).

4. Notification of Planned and Emergency Maintenance

From time to time it is necessary for BurleyTech and its upstream providers to perform upgrades or maintenance. BurleyTech will use its best endeavors to provide notification of planned maintenance in accordance with the Planned Maintenance Notification Target set out in Section 5 via email mailing list or our FAQ page on <https://helpdesk.burleytechfl.com>, but BurleyTech will have no liability to you where BurleyTech fails to do so. Wherever possible, planned maintenance will be conducted outside Business Hours.

On occasions it may be necessary for BurleyTech or its upstream providers to undertake emergency maintenance at short notice or in extreme cases with no notice. In circumstances where an emergency service interruption is required, BurleyTech reserves the right to undertake the service interruption without notice. In such cases, BurleyTech will use its best endeavors to notify you prior to any emergency service interruption in accordance with the Emergency Maintenance Notification Target set out in Section 5, but BurleyTech will have no liability to you where BurleyTech fails to do so.

In the case of unplanned maintenance or fault conditions, BurleyTech will use its best efforts to notify you via email mailing list or our FAQ page on <https://helpdesk.burleytechfl.com>.



5. SLA Service Schedule

Priority 1 Emergency Reporting and Response – i.e. Down System	
Fault Reporting Coverage Window	24 hours a day, 7 days per week
Response/Restore Coverage Window	24 hours a day, 7 days per week
Technical Response Target Customer	4 Hours
Fault Update Target	4 Hours

Priority 2 Urgent Reporting and Response	
Fault Reporting Coverage Window	7 days per week, 8:00AM to 5:00PM
Response/Restore Coverage Window	8:00AM to 9:00PM EST
Technical Response Target Customer	12 Business Hours
Fault Update Target	12 Business Hours

Priority 3 Non-Urgent Reporting and Response	
Fault Reporting Coverage Window	7 days per week, 8:00AM to 5:00PM
Response/Restore Coverage Window	9:00AM to 5:00PM EST Standard Business Hours
Technical Response Target Customer	1-2 Business Days
Fault Update Target	1-2 Business Days



Priority 4 Non-Urgent Questions Reporting and Response	
Reporting Coverage Window	7 days per week, 8:00AM to 5:00PM
Response/Restore Coverage Window	9:00AM to 5:00PM EST Standard Business Hours
Technical Response Target Customer Update Target	4-5 Business Days 4-5 Business Days

Notification of Planned and Emergency Maintenance	
Planned Maintenance Notification Target Emergency Maintenance Notification Target Unplanned Fault Notification	3 Business Days 1 Business Day 2 Business Hours*

BurleyTech VoIP Service Availability (via our VoIP Sip Trunks Partners)	
Various VoIP Partners	99.99% to 99.999%

Claims Qualification and Rebate
Subject to the terms of the SLA, you may receive a rebate of the applicable service fee for the period of any Downtime experienced or inaction on the part of BurleyTech.



VoIP Service Availability is the percentage of time that VoIP services is available to you for the relevant Month. The Service Availability is calculated in accordance with the formula below:

$$\text{Service Availability (For VoIP)} = \frac{\text{Total Hours for the Month} - \text{Downtime}}{\text{Total Hours for the Month}} \times 100$$

**Also note that inaction on part of BurleyTech to respond to a recorded fault is also eligible for a rebate. Please save proof of submitted Help Desk Tickets, emails and text messages that serves as a timestamp of submitting a fault or issue.

^ADowntime starts when a fault with the VoIP service is recorded by BurleyTech designated business services technical support staff and ends when BurleyTech determines that the period of unavailability of the VoIP Services has ended. Or when BurleyTech fails to respond to a recorded fault within the allotted time frame as outline in this agreement. Please note that an online ticket, email or a text message must be sent to be considered as a recorded fault.

6. Rebate Process

Where applicable and subject to the terms and conditions in this SLA, you may be eligible for a rebate where BurleyTech Commitment to Service Availability made under this SLA is not met.

Where you believe that under this SLA you are entitled to claim a rebate you need to complete and submit the BurleyTech Service Level Agreement Rebate Claim Form.

When the rebate claim is validated by BurleyTech, BurleyTech will credit your account with the applicable rebate.

In order to receive a rebate from BurleyTech, you must:

1. lodge a fault report with BurleyTech via our helpdesk portal;
2. correctly complete and lodge a rebate claim form within 30 day period after the fault was rectified;
3. satisfy BurleyTech that none of the rebate exemptions in section 7.3 apply; and
4. provide any additional information required by BurleyTech to validate your rebate claim.



7. Terms and Conditions

7.1 General

BurleyTech sets minimum performance targets and Commitments for Service Availability and will provide you with a rebate when its Commitments for Service Availability are not met, and you have completed the rebate process in section 6. You acknowledge that BurleyTech do not warrant the availability of other characteristics of the Services or that any target response will automatically correct the issue or fault within the initial response timeframe.

All reasonable attempts will be done to correct the issue or fault completely within a reasonable timeframe after our initial response. However under some circumstances the complete remedy may take longer than 24 hours.

7.2 – Rebate Payments

Any rebate payable will be in the form of a credit to your relevant BurleyTech customer account. Rebates are not redeemable for cash. Rebate payments can only be claimed once a Month.

7.3 - Rebate Exemptions

BurleyTech may reject a rebate claim for any of the following reasons

- 7.3.1 The rebate is not claimed in writing within 30days of resolutions of the Event, using the BurleyTech SLA rebate claim form.
- 7.3.2 You are in default of the TOS or the SLA account is in default, not active or in a past due state.
- 7.3.3 at any time during the Month in which the event took place you have failed to pay any money to BurleyTech as and when it was due.
- 7.3.4 failure by BurleyTech to achieve the relevant service commitment is caused directly or indirectly by, or arises from for in connection with
 - 7.3.4.1- a Force Majeure Event;
 - 7.3.4.2- planned maintenance;



- 7.3.4.3- scheduled emergency maintenance;
- 7.3.4.4- your or your personnel's act or omission caused the Event;
- 7.3.4.5- the exercise of BurleyTech's right to suspend a service in accordance with the TOS, or if you and BurleyTech have entered into another written agreement for the supply of services, in accordance with the terms of that agreement.
- 7.3.5 the fault report has not been acknowledged by BurleyTech, or BurleyTech monitors, BurleyTech partners networks, and any systems managements and diagnostics tools are unable to confirm the claim.
- 7.3.6 the rebate claim does not refer to a commitment made by BurleyTech under this SLA;
- 7.3.7 The Event is due to factors that are external to BurleyTech network or circumstances or actions of third parties beyond BurleyTech direct control.

8. Payment Schedules

	BurleyTech Does not provide SIP Services	BurleyTech Does Provide SIP Services (20% Discount)
Per Month	\$_____/Month	\$_____/Month
Annually (10% Discount)	\$_____ (\$_____/Month)	\$_____ (\$_____.00/Month)
3yr Contract (20% Discount)	\$_____ (\$_____/Month)	\$_____ (\$_____/Month)



9. Definitions

Business Day	A day other than a Saturday, Sunday or public holiday in the state or territory where the Service is being provided by BurleyTech.
Business SLA	All currently advertised Business services provided by BurleyTech, including: <ul style="list-style-type: none">• Business PBS Support• VoIP Services (from third parties)• Computer Support• Cyber Security• Threat Management
Standard Business Hours (unless otherwise noted)	8:00AM to 5:00PM on Business Days (EST).
Commitment	A committed metric that BurleyTech undertakes to meet, and which is backed by a rebate under this SLA.
Customer Fault Update Target Period	Frequency of status updates provided to you unless longer period is agreed. Status updates include updating of the BurleyTech Helpdesk FAQ Page, Status Update emails, fault ticket responses and or direct communication provided between you and an BurleyTech staff member.
Downtime	Downtime means the aggregate number of hours that the Services are unavailable due to issues with the BurleyTech systems, network or BurleyTech carrier's network, except for programmed outages. Or That BurleyTech failed to meet its response obligations as outlined.
Emergency Maintenance Notification Target	The Target for BurleyTech to provide you with notification of upcoming scheduled emergency maintenance, which commences at the time that iiNet starts work on the emergency maintenance.
Event	An event (for example service outage) for which you may be eligible to claim a rebate.
Fault Reporting Coverage Window	Hours of operation during which you may log a fault.



Force Majeure Event	<p>a) any act of God or act of nature, fire, flood, storm, explosion, sabotage, riot, act of war, whether declared or not, or cable cut;</p> <p>b) any strike, lockout, work stoppage, or other industrial action;</p> <p>c) any failure or delay, or other act or omission of the customer or any third party (including third party carriers and carriage service providers), including cable cuts and failures to provide goods or Services or access to premises;</p> <p>d) legislative or governmental prohibitions, restrictions, or delays in the granting of approvals, consents, permits licenses or authorities;</p> <p>e) emergency maintenance requirements; or</p> <p>f) any other event beyond the reasonable control of BurleyTech.</p>
Month	A calendar month starting on its first day. Service Availability does not apply to any other period.
Monthly Base Fee	The minimum monthly charge for the Business SLA service, disregarding excess usage charges, equipment charges, support services and any other additional charges, as payable by the customer for the calendar month in which the event occurred.
Planned Maintenance Notification Target	The Target for BurleyTech to provide you with notification of upcoming planned maintenance and the maintenance being undertaken, which commences.
Response/Restore Coverage Window	Hours of operation during which fault responses or restoration will be actioned by the BurleyTech Support team. Where a fault is reported outside of these hours, restoration will commence at the beginning of the following coverage window.
Services	The relevant telecommunications services identified in the TOS or any other written agreement.
Service Availability	Has the meaning set out on page 5 of this SLA.
Target	A time period that is an aspirational metric that BurleyTech will use best endeavors to meet but which is not backed by a rebate under this SLA.



Technical Response Target	The Target for BurleyTech to provide you with a first technical response, which commences at the time that you report a fault or made a technical enquiry to BurleyTech. Please note that this is not an automatic resolution to the recorded fault.
Unplanned Fault Notification Target	The Target for BurleyTech to provide you with notification of a non-isolated fault condition, which commences at the time that BurleyTech identifies the non-isolated fault condition.
YOU	BurleyTech's customer who has requested for support or services from BurleyTech and who acquires and uses the Services from BurleyTech.