Service Description (SD) & Service Level Agreement (SLA)

greenTrunk/greenPBX

Customer/project greenTrunk/greenPBX/FaxToMail

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2 greenTrunk/greenPBX service description

The greenTrunk and greenPBX solutions from green.ch provide you with an economical, high-quality telephony solution based on VoIP (Voice over Internet Protocol). Make phone calls over your Internet connection and benefit from low call rates in national and international telephone networks.

greenTrunk and greenPBX from green.ch were developed for customers who want to do more than just make phone calls. The services’ functionality fulfills the latest requirements and capabilities of today’s Internet and is convenient for customers to manage and organize. Our professional technicians provide the advice and support you need.

2.1 For users without their own telephone system

If you do not have your own telephone system, green.ch offers a web portal at no extra cost. Some of the functions it contains include: displaying and suppressing phone numbers, rerouting, integrated answering machine, blocking of outgoing calls (e.g. premium-rate numbers). The portal also maintains records of incoming and outgoing calls as well as cost and call statistics.

2.2 For users with greenPBX (virtual PBX)

If you use greenPBX (virtual PBX), Green will provide the necessary SIP trunk and virtual telephone system. greenPBX offers numerous functions, including: voicemail, music on hold, conference calls, IVR, and FaxToMail / PrintToFax. The green customer portal also contains records of incoming and outgoing calls as well as costs and call statistics.

2.3 For users with their own telephone system

If you operate or are connected to a telephone system (PBX), Green will provide the necessary SIP trunk. If the existing system is not IP-capable, then it will be connected via a VoIP gateway that takes care of the conversion between the old and new technology so that the PBX can continue to perform its function. Newer PBXs are fully equipped for VoIP and can be directly connected to the SIP trunk.

2.4 Fax, card terminals, franking machines, and other special applications

Most devices that were previously connected via an ISDN or analog line can also be operated on VoIP connections by using a gateway. Green can clarify the feasibility for you. The FaxToMail solution from Green is in most cases the perfect replacement for fax machines.

2.5 Security-relevant connections
Green does not recommend operating security-relevant connections such as lift phones, alarm systems, and fire alarm systems over VoIP. If the customer does operate such connections over VoIP, then sole responsibility lies with the customer.

### 2.6 Phone numbers

Use your previous phone numbers with greenTrunk or greenPBX, or select new numbers (also portable) from Swiss number blocks.

### 2.7 Server location

All telephony servers are located in high-security data centers in Switzerland, a guarantee for extremely high service availability.
3 Service Level Agreement

In this day and age, telephony is an integral part of our lives. Availability and reliability are an absolute must. This requires a transparent definition of the Customer-Provider relationship. The following Service Level Agreement (SLA) defines both the level of services (service level) that green.ch AG (Provider) supplies and the Customer’s obligations.

3.1 Subject of the agreement, scope

This SLA only applies to the offer sent with the SLA and the associated signed service agreement. Other agreements between the Provider and the Customer remain unaffected. The SLA is not transferable to other product areas. In the case of conflicting provisions, the provisions in the service agreement take precedence over the provisions in the SLA. In all cases, the Provider’s General Terms & Conditions apply.

4 Guaranteed Service Levels

4.1 Service availability

The availability of greenTrunk or greenPBX services refers to the network level availability at the interconnection point and is equivalent to the underlying green connectivity.

4.2 green.ch maintenance windows

For the purposes of this Service Level Agreement, “planned maintenance” is necessary in order to provide state-of-the-art services or to update the infrastructure. Maintenance times are planned in advance and published at http://status.green.ch. If maintenance is required, the Provider will attempt to limit it to one of the regular maintenance windows. These are between midnight and 06.00 a.m., CET. Service interruptions of more than 15 minutes are usually announced two weeks in advance.

Should unplanned events or malfunctions occur, green.ch has the right to carry out emergency maintenance work at any time and without prior notification. In this case, the maintenance work is published at http://status.green.ch.

4.3 Refunds

If downtime results in an SLA credit for green connectivity, the same percent of the monthly recurring costs will be granted (maximally the monthly VoIP subscription fee) as an SLA credit for greenTrunk or greenPBX.

It is explicitly stated that no SLA credit will be granted if a service is not available for a specific period of time if this time or a part of this time is due to one of the following reasons:
1. Downtime of equipment on the Customer's premises (if it does not belong to green.ch), at the Customer's location (such as due to an electricity outage), or of equipment belonging to one of the Customer's providers
2. Natural catastrophes, terrorist attacks, or other catastrophic events
3. Downtime due to magnetic/electromagnetic interference or electrical fields
4. Negligence or omission on the part of the Customer (or Customer's employees, representatives, or subcontractors), such as:
   a. Customer delays in delivering required equipment
   b. Failure to grant green.ch sufficient access to facilities for testing purposes
   c. Failure to grant access to Customer premises when reasonably requested by green.ch (or a green.ch representative) to allow green.ch to fulfill their service obligations
   d. Failure to take appropriate countermeasures regarding services as recommended by green.ch or preventing green.ch from performing these countermeasures themselves
   e. Failure to use redundancies as offered in the relevant service level
5. Negligence or intentional malpractice on the part of the Customer, including failure of the Customer to follow agreed processes
6. All planned maintenance windows if the Customer was informed thereof, and emergency maintenance carried out to prevent future downtime
7. Shutting off or interruption of services by green.ch after the Customer has not paid an invoice within 40 days of the invoice date, or for other sufficient reasons

Any further claims for damages, arising from greenTrunk or greenPBX downtimes are explicitly excluded.

4.4 Protection against VoIP hacker attacks (fraud)

When hackers penetrate telephone systems via security loopholes, they quickly incur high telephone costs. Telephone providers cannot differentiate between such connections and legitimate calls. green.ch can therefore accept no responsibility related to “fraud attacks” on the Customer’s infrastructure. All costs resulting from such an attack must be paid by the Customer, especially telephone costs incurred and the subsequent costs for repairing the damage. This is why green.ch protects customers by setting up credit limits on their VoIP accounts.

A monthly credit limit will be defined for each connection. As a rule, this limit cannot be exceeded. Exceptions are calls to offline B numbers where it takes several days before the costs are known and premium-rate numbers where costs increase radically. The credit limit can also be exceeded if the responsible RADIUS server fails.

The credit limit refers to the telephony costs excluding VAT. The credit limit can be changed at the request of the customer.

As soon as the credit limit has been exceeded, the top stop is activated. In this case, only emergency numbers can be called (112, 117, 118, 143, 144, and 147). No other numbers can be called, but incoming calls can be accepted.
4.5 Supported standards

greenTrunk and greenPBX are based on standard protocols and are compatible with hardware and software that correctly implement the standards. green.ch can provide an up-to-date list of validated devices to check compatibility with existing customer systems or can recommend suitable systems.

4.6 Nomadic use (emergency numbers)

VoIP technology will correctly route emergency calls and location identification if the calling party calls from the location that was given to green.ch as the main location. A VoIP user can use IP telephones and the software on any Internet connection. If they are used at a location other than the specified location, it is not possible to correctly route emergency calls and correct location information must be on hand for emergencies, or another communications device (e.g. mobile phone) should be used. green.ch accepts no responsibility for direct or indirect damages arising from incorrect routing.

4.7 Line interruption (signal/IP service is not available)

In this case, the entire connection no longer works. This means that no telephone calls can be placed (not even to the emergency numbers mentioned above) nor can calls be received.

4.8 Flat rates

Calls to service numbers, short codes, and special numbers (such as 0900) are not included in the flat rate. Calls to 058 business numbers are included in all greenTrunk and greenPBX flat rates.
5 Customer obligations

The Customer is especially responsible for ensuring that:

- Customer systems are sufficiently protected from any type of Internet threats
- Secure passwords are used to prevent misuse of greenTrunk or greenPBX.

5.1 Violation of the SLA on the part of the Customer

If the Customer violates this SLA, green.ch has the right to remove the service from the network at any time without prior warning. If Customer use of greenTrunk or greenPBX causes damage at green.ch, green.ch has the right to legal claims.

5.2 Fair use policy

Services whose use and/or scope are not limited by green.ch are provided as fair use. greenTrunk and greenPBX flat rates are such services. If Customer use significantly exceeds normal use (> 95% of all customers), green.ch reserves the right to take appropriate measures (for example to limit, invoice, or deactivate use).

6 Support

6.1 Services

Support is available for all our services over the standard channels that apply for the underlying green connectivity.

6.2 Support obligations

- Determine and check the approval of the person who submits the incident and compare it with the Service Level Agreement between the Customer and green.ch
- Start the downtime management process and the troubleshooting process which includes:
  1. Receipt of the incident, opening a trouble ticket, and confirmation.
  2. Using internal and external means to prioritize, coordinate, and monitor the troubleshooting process.
  3. Informing the Customer about measures taken, interim solutions, and the final solution.
  4. Informing the Customer about the restoring of service availability.
  5. Analyzing the cause of disturbance and making recommendations for further action (change management).
6.3 Customer obligations

In order to guarantee our high level of service, green.ch requires that the Customer adhere to the following guidelines:

- The Customer supplies all required contact information, including contacts for escalating the delivered services, and ensures that any changes are updated in a timely manner.
- The Customer supplies green.ch with a list of all persons who are authorized to access support.
- The Customer implements suitable methods for identifying these authorized persons.
- The Customer ensures that information about changes to the configuration, interfaces, channels, applications, and systems that is relevant to the provision of joint services is supplied to green.ch and kept up to date.
- The Customer is responsible for maintaining all of their applications; green.ch is not responsible for maintaining Customer applications or Customer data.
- Only equipment that is in good condition and that poses no danger to persons or property may be installed.
- The Customer cannot have write access to equipment managed by green.ch. SNMP read access is available as an option.

6.4 Insurance

green.ch systems are insured against the usual risks. However, neither the Customer’s equipment nor the Customer’s availability are in any way or form insured. It is the Customer’s responsibility to arrange such insurance coverage.

6.5 Transfer points

This SLA is associated with the greenTrunk or greenPBX service provided by green.ch. All guarantees with respect to performance and operability apply solely to the green.ch-managed equipment that serves as the interface between Customer-managed equipment and green.ch providers. These providers include power companies, landlords, and other telecommunications companies.

If the Customer manages their own equipment, green.ch’s area of responsibility ends at the line-to-equipment transfer point.

7 Legal Terms and Conditions

7.1 Establishment of the legal relationship

A legal relationship is established between the Provider and the Customer when the order is concluded. This document is an appendix to the order between the Customer and green.ch.
7.2 Restrictions

All forms of compensation for green.ch services are limited to the scope defined in this document. No credit will be issued or payment made for any reason or in any scope other than that given here, including – but not limited to – business losses on the part of the Customer due to downtimes.

7.3 Use of personal data

green.ch customers agree that green.ch (or one of its subsidiaries) can process personal data in agreement with the guidelines published at www.green.ch.

7.4 Changes

green.ch retains the right to change this document as long as the Customer is informed in writing before the changes become effective. If the changes have a major negative impact on the Customer with respect to the services, the service fee, or other obligations under this agreement, then at any time after being notified the Customer may terminate this agreement in writing as of the date that the changes go into effect. This special right of termination ceases once the changes take effect.