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Service Level Agreement



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HSCN IPVPN (UK Managed)

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 HSCN IPVPN Service (in the United Kingdom) You've ordered from Us. This SLA forms part of the Agreement between You and Us for services 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 (CPD).

If for some reason We let you down, We'll give You the opportunity to claim back Service Credits to make amends. It works like this:

Threshold Missed	Service Credit Scheme
1-7 Working Days past CPD	5% of Connection Charge for the delayed Site
8-14 Working Days past CPD	15% of Connection Charge for the delayed Site
15-30 Working Days past CPD	25% of Connection Charge for the delayed Site
>30 Day Working s past CPD	50% of Connection Charge for the delayed Site

Our performance promise

We pride ourselves on delivering high performance services and so We've set ourselves some performance targets, below. Now You know the minimum level of traffic performance You can expect - and We've committed to them, in writing!

Measurement	Connection type	Targets	Service Level
Round trip delay	SOADSL, SOGEA, FTTP or HFC connection	Average of <30ms	Average of >=40ms
	Dedicated Ethernet connection	Peak <30ms	Peak of >40ms
Jitter	SOADSL, SOGEA, FTTP or HFC connection	Average of <20ms and Peak <30ms	Average of >=30ms or a Peak of >40ms

To make life easier We only record performance metrics for routes between Your routers (CE to CE) that You ask Us to monitor. Performance targets do not apply to Circuits based on SOADSL, SOGEA, FTTP or HFC.

We also need to let You know it's Your responsibility to ensure there's enough Realtime bandwidth to support the volume of VoIP traffic being transmitted. Plus, You need to make sure that traffic volume doesn't exceed the Realtime bandwidth on the relevant Circuits, using tools like Call Admission Control.

But the good news is if we let You down, You'll be entitled to claim Service Credits for 10% of the Site's monthly Rental charges.

Keeping You connected

We've come up with a set of Service availability targets for each of Our Circuit types, so You know what to expect from Us each month. They're in the table below. If a Site can exchange traffic with any part of your VPN, we consider the Service to be available. We work out monthly Service availability per Site like this:

$$\frac{24\text{hrs} \times \text{days in month} - \text{Outage Time hrs}}{24\text{hrs} \times \text{days in month}} \times 100\%$$

If We fail to deliver these Service Levels, We'll give You the opportunity to claim back a Service Credit for 10% of Site monthly Rental charges.

Connection type	Targets	Service Level
Non-resilient (lower availability) SOADSL, SOGEA, FTTP or HFC	99%	98%
Non-resilient (standard availability) Dedicated Ethernet	99.95%	99%
Resilient (lower availability) SOADSL, SOGEA, FTTP or HFC	99.5%	99%
Resilient (standard availability) Dedicated Ethernet	99.99%	99.5%
Fully Resilient Diverse Routing Dedicated Ethernet	99.999%	99.9%

Bringing You back online

If an Incident arises we'll aim to fix it within the times outlined in the Service Restoration table,



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below. When

You report the Incident You must classified it with one of the following five severity levels:

Severity Level	Description of impact of Incident
Severity 1	An Incident which, a site with a resilient-diverse connection and in the reasonable opinion of the Customer; constitutes a total loss of the Service which prevents any traffic from routing correctly; or has a critical impact on the activities of the Customer; or causes significant financial loss and/or disruption to the Customer; or constitutes a critical security risk.
Severity 2	An Incident which, in the reasonable opinion of the Customer has the potential to: have a major (but not critical) adverse impact on the activities of the Customer and no workaround acceptable to the Customer is available; or cause a financial loss and/or disruption to the Customer which is more than trivial but less severe than the significant financial loss described in the definition of a Severity 1 Incident; or constitute a serious but non-critical security risk.
Severity 3	An Incident which, in the reasonable opinion of the Customer has the potential to: have a major adverse impact on the activities of the Customer which can be reduced to a moderate adverse impact due to the availability of a workaround acceptable to the Customer; or have a moderate adverse impact on the activities of the Customer; or constitute a non-serious / non-critical security risk.
Severity 4	An Incident which, in the reasonable opinion of the Customer has the potential to have a minor adverse impact on the provision of the Services to the Customer.
Severity 5	An Incident which, in the reasonable opinion of the Customer has the potential to have a very minor adverse impact on the provision of the Services to the Customer.

Once you've reported the Incident to us, we'll aim to get you back up and running in line with the Service Restoration times outlined in the following table:

Service Restoration time by Severity Level

1	2	3	4	5
<5 hours	<8 hours	<24 hours	<2 weeks	<4 weeks

If We miss these targets, again You're entitled to claim Service Credits as follows:

Thresholds	Service Credit Scheme
0-3 Hours past	10% of monthly Site Rental
3-10 Hours past	20% of monthly Site Rental
>10 Hours past	Additional 10% monthly Site Rental for every additional 10 hours

Who's in charge of getting problems sorted?

If a problem isn't sorted within the times We promise, or something isn't delivered to the CPD schedule, then We escalate it as You can see from the tables below.

Our Commitment to You

Customer Promise Date

Technical Support Centre Personnel	Days Following CPD Failure
Provisioning Manager	0 days
Head of Provide	3 days
Director of Customer Services & Operations	5 days

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, Claiming Service Credits and 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.

Authorised Individuals means the individuals who shall have authority to report Faults and Incidents

CE means customer edge router i.e., the router on Your premises.



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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.

Incident means an unplanned incident or interruption to Service, reduction in quality of the Service or event which could affect the Service in the future.

Outage Time means the sum total time of all Faults during which a Site is unable to transmit or receive data to or from other Sites via the Service in the relevant month.

Resilient means that the Service is provided over two or more Circuits to the Site.

Service Levels means the service levels set out in this SLA.

Exclusions

Service Delivery

We will not be liable to pay Service Credits for Service Delivery failure where such failure results from:

- (a) Your network or system, or any part of it; or
- (b) a fault in, or any problem associated with, equipment connected on Your side of the Virgin Media Business network termination point; or
- (c) Your acts or omissions; or
- (d) Your breach of the Agreement; or
- (e) Your failure or delay in complying with Our reasonable instructions; or
- (f) any refusal to allow Us, Our employees, agents or subcontractors access to enter into the relevant sites; or
- (g) a force majeure event as defined in the Agreement; or
- (h) Your failure to obtain the necessary wayleaves or permissions;
- (i) any issues caused by third-party communications providers, utilities, or other third-party services or infrastructure not under Our direct control; or
- (j) any other cause or circumstance beyond Our reasonable control.

Service Availability

Unavailability of the Service as a result of any of the following events shall not count as Outage Time:

- (a) an Excused Outage (as defined in the Agreement); or
- (b) a Planned Outage.

Where a Site is Resilient, a Fault on one Circuit

will not be counted towards Service Availability calculations, provided that Service remains available at that Site via the other Circuit.

Service Restoration

Time spent in repairing a Fault or restoring the Service will not be counted as part of restoration time when calculating Service Credits where the delay results from

- (a) Your failure or delay in providing the necessary co-operation required by Us including but not limited to
 - (i) Supplying required information; or
 - (ii) Providing physical and/or remote access to the relevant Site(s); or
 - (iii) supplying the required power or facilities; or
- (b) Your relevant personnel is not available to assist Us or to confirm Service restoration; or
- (c) a Planned Outage; or
- (d) an Excused Outage (as defined); or
- (e) Any delay caused by third-party suppliers or factors outside Our reasonable control.

The restoration period shall be measured from the time the Fault Report is recorded in Our fault management system until the earlier of:

- (a) The time We notify You that Service has been restored;
- (b) We are unable to contact You, the time the restoration is recorded on Our Fault management system.

General

If an on-site visit reveals that there is no fault with the Service or the Fault is an Excused Outage, We may charge You and You must pay Us an engineer call-out fee at Our standard charges at that time.

Claiming Service Credits and Our Liability to You

To request Service Credits, You must submit a written claim to Us in writing via to Your Virgin Media Business Account Manager or any other designated contact point We have notified to you, within:

three months of the Fault Report or in the case of Service Availability within

- (a) thirty (30) calendar days from the date of the breach for Service Availability breaches; or
- (b) three (3) months from the date of the applicable Fault Report in all other cases.

If You do not make a valid claim for Service Credits within such the applicable time period, You will be deemed to have waived the right to receive the applicable Service Credits.



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We will acknowledge receipt of any valid Service Credit request within ten (10) Business Days. Any approved Service Credits will be applied to the invoice for the relevant Site or Circuit in the billing cycle following such approval.

You agree that Service Credits shall be Your sole and exclusive financial remedy for Our failure to meet Service Levels under this SLA and are. Service Credits payable shall only in relation to the Connection Charge or monthly or annual Rental (as applicable) of the affected Site that is the subject of the Fault or failure in Service Delivery as applicable.

Notwithstanding any provisions in the Agreement to the contrary, in no event shall:

- (a) the total amount of Service Credits payable to You in any calendar year for the affected Site exceed the total of the annual Rental for that affected Site; and
- (b) shall the amount of total Service Credits payable to You in any calendar month shall exceed the total of that month's Rental for the affected Site.

Planned Outage

Except in an emergency or in circumstances beyond Our control, We will use reasonable endeavours to provide You prior notice of any planned maintenance or upgrade work on Our network which will that is likely to affect the Service availability of Service to at any of Your Site. Such notice will include:

- (c) a brief description of the Planned Outage;
- (d) date and time of the Planned Outage; and

estimated duration of the Planned Outage, such notice will be given by way of letter or via email. However, in the case of an emergency, We shall send such notice by letter or email to Your relevant personnel or contact. You agree to ensure that such contact details remain up to

date. In the case of an emergency or where prior notice is not reasonably practicable, We may give You shorter notice, including by telephone.

Where reasonably possible, We will schedule Planned Outages outside of Business Hours to minimise operational impact on Your business.

Reporting a Fault

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

You shall notify to Us in writing of Your Authorised Individuals or where there is a change to Your Authorised Individuals.

For the avoidance of doubt, if there is a dispute on any Fault commencement or duration, We will review all relevant records in good faith and consult with You. However, unless You provide reasonable evidence to the contrary, the records of the fault management system at Our Technical Support Centre will be treated as accurate and shall be final.

Any faults or suspected faults on the Services must be reported to Our Technical Support Centre on **0800 052 0800** (followed by your PIN, if supplied).

In Our Commitment to You, Our internal escalation procedure is for information only and such personnel. We reserve the right to amend, modify, or update the terms of this Service Level Agreement (SLA) from time to time to reflect changes in operational practices, legal or regulatory requirements, or service improvements. Any material changes to the SLA will be communicated to You in writing with at least thirty (30) days' prior notice. Continued use of the services following the expiry of the notice period shall constitute acceptance of the amended SLA terms.

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.