



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 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 Days past CPD | 5% of Connection Charge for the delayed Site |
| 8-14 Days past CPD | 15% of Connection Charge for the delayed Site |
| 15-30 Days past CPD | 25% of Connection Charge for the delayed Site |
| >30 Days 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 | Targets | |
|-------------|-----------------|-------|
| Latency | Realtime 1 | 35ms |
| | Realtime 2 | 65ms |
| | Application 1-4 | 120ms |
| | Standard | 250ms |
| Jitter | Realtime 1 | 7ms |
| | Realtime 2 | 10ms |
| Packet Loss | Realtime 1 | 0.05% |
| | Realtime 2 | 0.1% |
| | Application 1-4 | 0.2% |

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, HFC or any part of any Mobile Operator Network.

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 fee.

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.

| Site Connection Type | Threshold |
|--|-----------|
| Single Access Circuit (HFC, SOADSL, SOGEA or FTTP) | 99.80% |
| Single Access Circuit (HFC, SOADSL, SOGEA or FTTP) with Wireless Data backup on the same CE device | 99.85% |
| Single Access Circuit (HFC, SOADSL, SOGEA or FTTP) with Wireless Data backup on the different CE devices | 99.90% |
| Single Access Circuit (Wireless Data) | NA |
| Single Access Circuit (Leased Line or Ethernet based) | 99.90% |
| Dual Access Circuit (HFC, SOADSL, SOGEA, FTTP or Wireless Data backup on the same CE device) | 99.92% |

Site Connection Type

Threshold

| | |
|---|---------|
| Dual Access Circuit (HFC, SOADSL, SOGEA, FTTP or Wireless Data backup on different CE devices) | 99.95% |
| Dual Ethernet Access Circuits, dual CEs to separate PE Routers (PoPs) | 99.99% |
| Dual Ethernet Access Circuits, dual CEs to separate PE Routers with planned diversity of the access circuit | 99.995% |

Bringing You back online

If a problem arises, the following repair time target shall apply. If it's a problem with the relevant Mobile Operator Network as soon as reasonably practicable in the circumstances.

Service Type

Repair Target

| | |
|---------------------|---|
| Ethernet | 6 hours |
| SOADSL, SOGEA, FTTP | 7 hours (Premium) 20 hours (Enhanced) 40 hours (Standard) |
| HFC | 12 hours |

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 |

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.

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.

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:

- Your network or system, or any part of it; or
- a fault in, or any problem associated with, equipment connected on Your side of the Virgin Media Business network termination point; or
- Your acts or omissions;
- Your breach of the Agreement; or
- Your failure or delay in complying with Our reasonable instructions; or
- any refusal to allow Us, Our employees, agents or subcontractors access to enter into the relevant sites; or
- a force majeure event as defined in the Agreement; or
- 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 claim in writing via Your Virgin Media Business Account Manager or any other designated contact point We have notified to you, 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.

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 apply 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) the amount of total Service Credits payable to You in any calendar month 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 give 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:

- (a) a brief description of the Planned Outage;
- (b) 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 reaching you 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 You will not have any direct contact with any of 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.