

# IPVPN (UK Unmanaged)

## 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 Unmanaged IPVPN Service (provided in the United Kingdom only) 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 miss a deadline, 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 Working 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, in the following table. 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 Realtime 2	25ms 25ms
Jitter	Realtime 1 Realtime 2	5ms 5ms
Packet Loss	Realtime 1 Realtime 2 Application 1-4	0.05% 0.1% 0.2%

These are average monthly targets for a one-way trip from Our router edge (PE to PE)

## Keeping You connected

We promise You a monthly Service availability level of at least 99.80%, depending on the technology. A Service is available if it can exchange traffic with any part of Your VPN within the performance targets shown below.

Site Connection Type	Threshold
Access Circuit (SOADSL, SOGEA, FTTP or HFC)	99.80%
Access Circuit (Leased Line or Ethernet based)	99.90%

We work out monthly Service availability by dividing the actual Circuit availability by the total potential availability. To make that easier to digest, here's the formula:

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

The good news is, if We let You down, You'll be entitled to claim a Service Credit for 10% of the Circuit's monthly Rental fee.

## Bringing You back online

If there's a problem We'll aim to fix it as described in the below table

Access Type	Repair Time
Dedicated Ethernet	6hrs
HFC	12hrs
SOADSL, SOGEA & FTTP	Standard = 40hrs, Premium = 20hrs, Advanced = 7hrs

And, if We don't, You can claim Service Credits as set out below. It's Our way of saying 'sorry'.

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

## Who's in charge of getting problems sorted?

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



# BUSINESS

## 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

**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 the relevant monthly period for a Circuit.

**PE** means provider edge router i.e. the router at the edge of the Virgin Media Business core network.

**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;
- (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 has a Resilient Service, 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 shall 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 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 shall 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 Outages, 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 out to 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.**