

SCHEDULE

SERVICE LEVELS

Part 1 Service Availability, Service Performance and Fault Resolution

Service	Target Service Availability (each Quarter)	Target Clearance Time (within Support Hours)*	Target Service Performance		
			Latency	Jitter	Packet Loss
3G	N/A	N/A	N/A	N/A	N/A
Broadband/DSL	Reasonable endeavours 99.8%	48 hours (Standard Care) 24 hours (Enhanced Care)	N/A	N/A	N/A
Ethernet First Mile (EFM)	99.8%	8 hours	Less than 30 milliseconds (Premium CoS only)	Less than 10 milliseconds (Premium CoS only)	0.2% **
Fibre Ethernet Leased Lines	99.87%	7 hours	Less than 30 milliseconds (Premium CoS only)	Less than 10 milliseconds (Premium CoS only)	0.2% **

* The target Clearance Times stated are for Critical Faults only. Target Clearance Time (within Support Hours) for faults caused by fibre break is 15 hours. Where Services are provided using “Sub-sea” cable and a fault occurs on this cable, then the Company will use its reasonable endeavours to fix such a fault within the shortest time possible, however the target Clearance Times and Service Credits will not apply. For the avoidance of doubt, where a fault is reported outside the Support Hours applicable to the relevant Care Level which the Client has chosen, the fault will be treated as if it had not been reported until the beginning of the next period of cover and this will be the start time for any target Clearance Times. If the Client is unable to grant 24/7 access to the Site, a fault cannot be classified as Enhanced Care and the Care Level is dropped to Standard Care.

** Available on uncongested Quality-of-Service (QoS) connections only.

1. General

- 1.1. The above Service Levels do not apply to connectivity services outside the United Kingdom or to the Isle of Man, Guernsey, Jersey and the Channel Islands.
- 1.2. Each Access Connection/Circuit is assessed separately.
- 1.3. The Company will not be deemed to have failed to meet any Service Level, and Service Credits will not be available, where the Company's failure to meet the stated target is attributable to an Excluded Event.

2. Service Availability

- 2.1. Availability is calculated on a Quarterly basis.
- 2.2. A Service will only be deemed to be Unavailable where the Client must have reported one or more Critical Faults resulting in a total loss of Service in relation to the particular Service (and not in relation to network performance reports). For the purpose of calculating Availability, an Access Connection/Circuit will be deemed to be Unavailable when there is a total break in transmission.
- 2.3. Periods of Unavailability resulting from Excluded Events will be disregarded, and the Services will be deemed to be Available where the Company's failure to meet the Availability target results directly or indirectly from an Excluded Event.
- 2.4. The period of Unavailability of an affected Service will be measured from the time the Critical Fault is raised on the Company's fault management system, to the point the Service is restored or in the event the Company is unable to contact the Client, from the time the Company logs that the Service is Available.
- 2.5. An enhanced Availability target may be available where the Client purchases added resilience options. Any enhanced Availability target will be specified on the Order Form. Any such enhanced Availability target is only available for resilience options in respect of Internet Leased Lines where the relevant security appliance is supplied and managed by the Company as part of the Service.
- 2.6. The Company will aim to comply with the Service Availability targets set out in Part 1 of this Schedule, but these levels are targets only and the Company has no liability for any failure to meet them.

3. Fault resolution

- 3.1. Fault Resolution Service Credits are only available for failure to resolve *Critical* Faults resulting in a total loss of Service within target timescales.
- 3.2. Without prejudice to the foregoing, fault resolution targets will not apply to any faults with performance reporting or managed CPE (unless managed CPE is causing the Critical Fault), or faults which arise as a result of, or in connection with, any Excluded Event.
- 3.3. Service Credits are not available where the relevant fault arises as a result of, or in connection with, any Excluded Event.
- 3.4. Measurement of repair time will not include any period during which the Service is deemed Available, and for the Client to be eligible for fault resolution Service Credits the reported fault must cause 'total loss of service' for a continuous period in excess of the target resolution time.
- 3.5. Repair times for non-Critical or non-Service affecting faults will be agreed on a case by case basis. No Service Credits are payable for failure to repair non-Critical or non-Service affecting faults within the target Clearance Times stated above.
- 3.6. Where the Client reports an intermittent fault or degraded Service fault to the Company, the Client acknowledges that Service downtime may be necessary to enable the Company or providers of Third Party Services to carry out intrusive testing and the Client should allow a minimum of 2 hours Service downtime for such purposes.

4. Service performance

4.1. Service performance measurements

Where applicable, the measures used to measure Service performance are as follows:

Latency

Latency (Frame Delay) is the time taken by a packet (Ethernet frame) to be transmitted across the core network between points of presence thereon. It will be measured as an average round-trip value for an IP packet.

Jitter

Jitter is the variation of Latency and will be measured as the average inter-packet delay of the RTD measurements between points of presence on the core network. Jitter targets will typically only be provided on QoS-enabled Services such as “Premium” Class of Service (CoS).

Packet Loss

Packet Loss (Frame Loss) is the percentage of packets that do not successfully traverse the core network between points of presence thereon.

- 4.2. Service performance targets will only apply where Service degradation is not attributable to an Excluded Event.
- 4.3. Service performance targets will only apply to traffic within the bandwidth restrictions (committed information rate or CIR) of the provided circuit. Any traffic or packets exceeding bandwidth restrictions will be disregarded for purposes of Service performance targets. Aggregate traffic exceeding Access Circuit speed will be dropped (the Client must either reduce aggregate traffic on the Access Circuit or purchase a higher Access Circuit speed).
- 4.4. As is standard practice for data services, the experienced throughput of the Service may vary from the stated CIR, PIR, EIR or Access Circuit speed due to packet overheads.
- 4.5. The Company will aim to comply with the Service performance targets set out in Part 1 of this Schedule, but these levels are targets only and the Company has no liability for any failure to meet them.

Part 2 Service Credits

Fault resolution Service Credits

If the Company fails to achieve the target Clearance Times stated in Part 1, subject to the other provisions of this Service Agreement (including this Schedule), the Client is eligible for Service Credits as follows:

Number of hours (within Support Hours) beyond target Clearance Time	Service Credit due
Between 1 and 15 hours beyond target, rounded up to the next whole hour	2.5% of monthly rental charge for the affected Circuit/Service element per whole hour beyond target
More than 15 hours beyond target	30% of monthly rental charge for the affected Circuit/Service element

Service Credits are not available for failure to meet target Clearance Times in respect of Broadband/DSL Services. Resolution of faults in respect of these Services is on a “reasonable endeavours” basis only.

For any one month period, fault resolution Service Credits will not total more than 50% of the monthly rental charges for the affected Service.

Service Availability

Service Availability targets are non-contractual and Service Credits are not offered for failure to meet Service Availability targets. Service Availability targets are on a “reasonable endeavours” basis only.

Service Performance

Service performance targets are non-contractual and Service Credits are not offered for failure to meet Service performance targets. Service performance targets are on a “reasonable endeavours” basis only.