

1. SERVICE LEVELS

Service Level Agreements only apply provided that the customer is not in breach of the Master Service Agreement or Service Schedule relevant to the covered service.

Your particular attention is drawn to sections 9.7 (timely payment is required), 9.13 (you are liable for costs we incur either at your direction or because of your (in)action, or failure to grant access), 10 (Service Credits and claiming them), 14 (Suspension), 15 (Termination) and 16 (Force Majeure) of the Master Service Agreement.

In the event of any conflict, the Master Service Agreement (and attached Service Schedules), are superior to this document.

DEFINITIONS

Availability SLA: The percentage of a given calendar month that the service is warranted to be available.

Committed Bandwidth: The level of bandwidth you have committed to on a given service, where applicable.

Installation SLA: Defines promised installation timelines or committed installation dates

Qualifying Incident or Fault: An incident or fault assessed by the carrier and/or us to be eligible for coverage under the Service Level. Typical exclusions would include, but are not limited to;

- Accidental or wilful damage to equipment or circuit in or on your property
- Force Majeure (“matters beyond our reasonable control”) preventing delivery or repair

Performance SLA: Defines the acceptable level of measurable attributes of a given service where applicable, under which a service may be considered impaired, provided you are not using in excess of your Committed Bandwidth at the time any such impairment is observed.

Repair SLA: Defines the timeline for responding to, attending, or resolving a fault, measured from the point that a case is accepted by Netcalibre until such time that the fault is resolved.

Time elapsed during a period where attempts to repair the service are frustrated by a lack of access to your site and/or fault location (either under your control or as a result of Force Majeure) shall not count towards the Repair Time for the purposes of calculating any Service Credit.

Service Credit Basis: The circumstances under which you may become eligible for a Service Credit when the Availability, Installation, Performance or Response SLAs is/are not met, and how that Service Credit shall be calculated.

Support Hours: The period during which Netcalibre will actively process a support query or fault report for a given service level.

1.1 BT Openreach Phone Lines and Broadband (ADSL2, FTTx)

Applicable to all Service Maintenance Levels:

Service Credit Basis:

- Where Openreach miss the repair obligation for a Qualifying Fault by a part or whole day, you shall be entitled to a service credit in line with the compensation we receive from them.
- If Openreach miss an agreed appointment, you shall be entitled to a service credit in line with the compensation we receive from them.

1.1.1 BT Openreach Service Maintenance Level 1

Any Basic Phone Line or ADSL service that has not had an Enhanced Service Maintenance Level added to it.

Support Hours: As per Netcalibre Office Hours

Repair SLA: Appointments 0800-1800, Monday to Friday, excluding Public and Bank Holidays, repair in two whole working days.

As defined by Openreach under “Service Maintenance Level 1” – at time of writing, “Clear by 23.59 day after next, Monday to Friday, excluding Public and Bank Holidays. For example, report Tuesday, clear Thursday”.

1.1.2 BT Openreach Service Maintenance Level 2

Any Premium Phone Line, Basic FTTx product,

-OR-

Basic Phone Line or Basic ADSL that has had care Level 2 added

Support Hours: 0800-1800, Monday to Saturday, excluding Public and Bank Holidays

Repair SLA: Appointments 0800-1800, Monday to Saturday, excluding Public and Bank Holidays, repair by end of next working day.

As defined by Openreach under “Service Maintenance Level 2” – at time of writing, “Clear by 23.59 next day, Monday to Saturday, excluding Public and Bank Holidays. For example, report Tuesday, clear Wednesday.”

1.1.3 BT Openreach Service Maintenance Level 3

Any phone line or broadband product which has had SML 3 added to it

Support Hours: 24x7x365

Repair SLA: Appointments 0700-2100, 7 days, repair by end of next half day.

As defined by Openreach under “Service Maintenance Level 3” – at time of writing, “Report 13.00, clear by 23.59 same day. Report after 13.00 clear by 12.59 next day, seven days a week, including Public and Bank Holiday.”

1.1.4 BT Openreach Service Maintenance Level 4

Any phone line or broadband product which has had SML 4 added to it

Support Hours: 24x7x365

Repair SLA: 24x7, repair within 6 hours

As defined by BT Openreach under “Service Maintenance Level 4” – at time of writing, “Clear within 6 hours, any time of day, any day of the year.”

1.2 Ethernet Leased Line

Support Hours: 24x7x365

Minimum Availability:

We will use reasonable endeavours to ensure that the Connection is available 24 hours a day throughout each calendar year, designing the Connection to provide a target availability of 99.9% in any given calendar month, excluding scheduled maintenance.

A service shall be considered unavailable if it is completely interrupted for greater than 10 consecutive seconds.

Repair SLA:

Repair within 6 hours, 24x7.

Service Credit Basis:

- Where we or our carrier miss the Repair SLA obligation for a Qualifying Fault, you shall be eligible for a service credit equal to 10% of one month’s service charge, plus a further service credit equal to 10% of one month’s service charge for each additional whole hour, up to a maximum of 150% of the monthly value of the service.
- Where the service is available for less than 99% in a given calendar month, you shall be eligible for a service credit equal to 3% of the monthly rental per whole clock hour that the service is unavailable for the first 10 hours.