

Dedicated Internet Access

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 Dedicated Internet Access Service You've ordered from Us. This SLA forms part of the Agreement between You and Us 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
Up to 10 Days past CPD	5% of monthly Rental for the delayed Circuit
11-30 Days past CPD	15% of monthly Rental for the delayed Circuit
31 Days to 3 Months past CPD	25% of monthly Rental for the delayed Circuit
>3 Months past CPD	50% of monthly Rental for the delayed Circuit

Keeping You connected

We've come up with a set of Service availability targets so You know what to expect from Us each month.

They're in the table below:

Service Type	Threshold
Singlehomed (DIA Lite or Multi Tenant)	99.85%
Singlehomed (DIA)	99.90%
Resilient	100.00%

We work out monthly Service availability per Site like this:

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

To keep things consistent, We measure this Service availability from 00:01 on the first day to 24:00 on the last day of each calendar month.

If one or more of the Circuits of the Resilient Service type can transmit or receive internet data, We consider that the Service is available.

The good news is, if We fail to achieve these Service Levels, We'll give You the opportunity to claim back a Service Credit for 10% of the monthly Rental for the Service.

Bringing You back online

If there's a Fault, We'll aim to fix it within six hours (nine hours if it's DIA Lite or Multi Tenant).

Again, if We let You down, We'll hold Our hands up and give You the opportunity to claim Service Credits as set out below as a way of saying 'sorry'.

Threshold	Service Credit Scheme
0-3 Hours past	10% of monthly Rental
3-10 Hours past	20% of monthly Rental
>10 Hours past	Additional 5% monthly Rental for every additional 1 hours

It's unlikely to happen, but if We ever owe You Service Credits for both Service Availability and Service Restoration, You'll only be entitled to the greater Service Credit.

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Our performance promise

We pride Ourselves on delivering high performance services and so We aim for a maximum average latency of 20ms across Our core network. This is measured by calculating the round-trip time for traffic to travel across the core network and back. It's measured using a series of UDP packets sent from every core network device to every other core network device at five-minute intervals.

Who's in charge of getting problems sorted?

If a problem isn't sorted within the times We promise, then We escalate it as You can see from the table 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.

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.

Circuit means the physical connection over which the Service is provided.

Customer Promise Date means the agreed target date by which We aim to have completed installation of the Service as notified to You in writing.

Excused Outage means any Fault caused by:

- (a) Your network or system, or any part of it; or
- (b) 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 to enter into the relevant premises to diagnose or remedy any Fault; or
- (g) a force majeure event as set out in the Agreement; or
- (h) an act or omission of any third party which is beyond Our reasonable control which shall include, without limitation, a fibre cut.

For the avoidance of doubt, **You** and **Your** shall include Your employees, subcontractors and agents.

Fault means Service downtime (other than a Planned Outage or an Excused Outage) resulting in a total loss of Service where it is not possible to transmit internet data in one or both directions and which has been reported to Us and recorded in accordance with standard fault reporting procedures.

Outage Time means the sum total time of all Faults during the relevant calendar month.

Planned Outage means any Service downtime:

- (a) scheduled by Us to carry out any preventative maintenance or upgrades to the Service or Our Communications Network; or

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- (b) caused by any services You request or authorise including without limitation, network redesign or reconfiguration.

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

Service means the service that We provide to You as set out in the Agreement.

Service Credit is the amount We credit or pay You for failing to meet Service Levels.

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

Singlehomed means that the Service is provided over one Circuit to the Site only.

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 to enter into the relevant sites; or
- (g) a force majeure event as set out in the Agreement; or
- (h) Your failure to obtain the necessary wayleaves.

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; or
- (b) a Planned Outage.

Service Restoration

Time spent in repairing a Fault or restoring the Service as a result of any of the following events

will not be counted as part of restoration time when calculating Service Credits:

- (a) Your failure or delay in providing the necessary co-operation required by Us including, without limitation:
 - (i) supply of the necessary information; or
 - (ii) access to the relevant sites; or
 - (iii) supply of the necessary power or facilities; or
- (b) Your relevant personnel cannot be contacted to assist Us or to confirm the Service is restored; or
- (c) a Planned Outage; or
- (d) an Excused Outage.

The time taken to restore a Fault is measured from the time the Fault Report is recorded on Our fault management system until the time We notify You that Service has been restored or in the event that We are unable to contact You, the time recorded on Our Business fault management system that Service has been restored.

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.

Where You also take the Managed Security Service (**MSS**) and/or the Managed Authentication Service (**MAS**) and the Dedicated Internet Access Service is not accessible or usable due to a fault on the MSS or MAS then no Service Credits shall be payable under this Service Level Agreement.

Claiming Service Credits and Our Liability to You

To request Service Credits, You must claim in writing via Our Customer Services within three months of the Fault. If You do not claim Service Credits within such period You will be deemed to have waived the applicable Service Credits.

You agree that Service Credits shall be Your sole and exclusive financial remedy for Our failure to meet Service Levels.

Service Credits payable shall relate to the monthly Rental of the Service that is the subject of the Fault.

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Notwithstanding any provisions in the Agreement to the contrary in no event shall the total amount of Service Credits payable to You in any calendar month for the affected Service exceed the total of the monthly Rental for the affected Service.

Planned Outage

Except in an emergency or in circumstances beyond Our control, We will endeavour to give You at least 10 working days' notice of any maintenance or upgrade work on Our network which will affect the availability of Service to Your Site. Such notice will include:

- (a) a brief description of the Planned Outage;
- (b) date and time of the Planned Outage; and
- (c) estimated duration of the Planned Outage.

Such notice will be given by way of letter, email or telephone call. However, in the case of an emergency, We may give You a shorter notice by way of a telephone call.

Reporting a Fault

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

For the avoidance of doubt, if there is a dispute on any Fault commencement or duration, the records of the fault management system at Our Technical Support Centre 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).

You shall identify to Us the individuals who shall have authority to report faults (**Authorised Individuals**).

Any replacement Authorised Individuals shall be notified to Us in writing.

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.

Thank you

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Registered in England and Wales No. 01785381



BUSINESS