

Service Level Agreement

Dark Fibre Connectivity Services

Rev 2 - May 2018



About Net Support UK

Net Support UK is an Alternative Network provider covering South Wales and the South West.

Net Support UK has been installing its own fibre network to both business and residential customers. We also operate the duct concession for Bristol City Council which gives us access to more than 100Km of active network in Bristol.

Net Support UK offer both managed lit fibre services as well as dark fibre. Managed lit services include Ethernet and DWDM Waves from 1Gb to 100Gb. Our Dark Fibre services can be offered on annual rental contracts as well as IRU's.

Net Support UK is a flexible communications provider with state-of-the-art technology providing future proof and affordable communication services.



Service Level Agreement

1 Service Description

1.1 Service Outline

This Service Level Agreement applies to the Net Support UK Ltd network connectivity services listed below. These services comprise single fibre point-to-point connections between demarcation points. These services create a pathway between two points via Net Support UK's optical network. As single paths they have no automatic failover or redundancy. There is no provided electronic equipment therefore these links are not monitored or network managed by Net Support UK Ltd.

1.2 Products

This SLA applies to the following products

- Dark Fibre based point-to-point connections

1.3 Scope

- 1.3.1 The Service Levels set out in this document are targets only and Net Support UK Ltd has no liability for a failure to meet them beyond the compensation detailed in this document.
- 1.3.2 If Net Support UK Ltd should fail to meet any targets described in these Service Levels the customer will be entitled to service credits as set out below. Such compensation shall be the sole and exclusive remedy for Net Support UK Ltd's failure to meet those service levels for which service credits apply.
- 1.3.3 All Service Levels described below are subject to the exclusions detailed in Section 6 below.

2 Operational Hours

Provisioning / installation is based on standard working hours of 08:00 – 18:00 Mon-Fri excluding Public Holidays. Availability is based on 24 / 7 clock subject to planned maintenance.

3 Performance

3.1 Provisioning / Installation

- 3.1.1 Net Support UK Ltd will aim to meet the following commitments on notification:
 - (a) Within 1 working day of receiving the order, confirm order receipt and allocate a unique order reference number
 - (b) Within 10 working days of receiving the order, confirm whether the service can be provided, and if there are likely to be any Excess Construction Charges
 - (c) Within 16 working days of receiving the order, confirm the amount of any Excess Construction Charges and where possible confirm when the service will be provided (Contractual Delivery Date)

3.1.2 Net Support UK Ltd agrees to install the Service by midnight on the Contractual Delivery Date (CDD).

3.1.3 If Net Support UK Ltd fails to meet the CDD for the Service, the customer will be entitled to compensation as follows:

Delay Beyond CDD	Compensation
1-10 days	5% of standard installation charge*
11-15 days	10% of standard installation charge*
15-20 days	15% of standard installation charge*
>20 days	20% of standard installation charge*

*Standard installation charge for type of service, irrespective of Excess Construction Charges or Installation Charge waivers / discounts

3.1.4 If Net Support UK Ltd fails to meet the CDD, claims must be made within 28 days of the CDD, quoting the relevant Customer reference number by:

(a) E-mail, as a preference, to: support@nsuk.com or

(b) Telephone, to: Net Support UK Ltd on 029 200 22 333.

3.2 Service Availability

3.2.1 Net Support UK Ltd will use reasonable endeavours to meet a target of 99.99% availability, subject to the terms of this Agreement.

3.2.2 Service Availability will be based on the following elements:

(a) Circuit Availability – connectivity on the fibre between demarcation points

(b) Signal loss on each fibre – as tested using standard OTDR (Optical Time Domain Reflectometer) test equipment set for a test wavelength of 1550nm which shall not exceed the dB (decibel) limit specified on the certified delivery handover document.

3.3 Repairs

3.3.1 If there is a service outage or signal loss, you must first make sure the problem is not with your network or equipment, then you should notify Net Support UK Ltd via the communication methods indicated in section 4.2 below.

3.3.2 We will apply a reduction to the Customer's rental charge for the Service as follows, provided the Customer reports the outage and claims for a reduction to the rental charge in accordance with section 3.3.3 below:

(a) For each fault, where the Outage Period is greater than 5 hours, for every hour or part thereof above 5 hours, 15% of the monthly service charge

(b) If the signal loss on the fibre service exceeds this limit for any reason other than a service outage as per section 3.3.2(a), for a period in excess of 48 hours, 15% of the monthly service charge

(c) Compensation will be subject to a maximum of 100% of the monthly service charge in any given calendar month

- 3.3.3 The Customer should contact Net Support UK Ltd within two business days of experiencing the outage, by telephone to Net Support UK Ltd on 029 200 22 333. Net Support UK Ltd will provide the Customer with an incident number relating to the outage.

Claims quoting the relevant Incident Number must be made within 28 days of the outage by email to: support@nsuk.com quoting the relevant Incident Number

4 Service Operation

4.1 Monitoring

- 4.1.1 Net Support UK Ltd is unable to log the availability of and performance of a Dark Fibre circuit.

4.2 Incident Reporting

- 4.2.1 The Fault reporting process is based on a 24/7 clock.
- 4.2.2 All faults should be reported in the first instance to Net Support UK Ltd by contacting the Support Services Team via telephone to 029 200 22 333, or via email to support@nsuk.com. This will raise a unique Incident Number. Following this Net Support UK Ltd will use best endeavours to resolve the issue without undue delay.
- 4.2.3 The Net Support UK Ltd Support services team have a specific SLA in place for helpdesk services. Please refer to Net Support UK Ltd Support Services SLA.

4.3 Configuration / Change Management

- 4.3.1 Configuration management is based on standard working hours of 08:00 – 18:00 Mon-Fri excluding Public Holidays.
- 4.3.2 All requests for changes to the service configuration should be made in the first instance to the Net Support UK Ltd Support Services Team by either telephone to 029 200 22 333 or by email to support@nsuk.com. This will raise a unique Request Number. Following this Net Support UK Ltd will use best endeavours to process the Request without undue delay.
- 4.3.3 The Net Support UK Ltd Support services team have a specific SLA in place for helpdesk services. Please refer to Net Support UK Ltd Support Services SLA. In addition to this SLA, the following are indicative lead times for configuration changes:

4.4 Planned Maintenance

- 4.4.1 Planned Maintenance refers to planned engineering works / network modifications carried out within Net Support UK Ltd's control.
- 4.4.2 Net Support UK Ltd will endeavour to provide a minimum of 3 days' notice of Planned Maintenance which may impact on the availability or the quality of the service.
- 4.4.3 Notification will be made to the primary contact for the client as advised on the client order or as subsequently updated by the client. Notification will be via email.

- 4.4.4 The client will have the opportunity to request a deferment of any such planned maintenance and Net Support UK Ltd will attempt to reach a reasonable agreement on such deferment.
- 4.4.5 The above commitment notwithstanding, Net Support UK Ltd reserve the right to carry out emergency maintenance at any time where it is necessary to maintain the integrity or security of the network. Net Support UK Ltd will endeavour to provide as much notification of such emergency maintenance as possible.
- 4.4.6 Net Support UK Ltd will endeavour to ensure that all planned maintenance is carried out within the preferred hours of 00:00-06:00 and where possible at a weekend.

4.5 Escalation

- 4.5.1 If the client feels that Net Support UK Ltd are not living up to the commitments in this SLA, the following escalation path should be followed:

Business as Usual (BAU)	Support Services Team	support@nsuk.com
1st Escalation	Help Desk Manager	HDM@nsuk.com
2nd Escalation	Operations Manager	OM@nsuk.com
3rd Escalation	Operations Director	OD@nsuk.com
4th Escalation	Managing Director	MD@nsuk.com

5 Compensation

5.1 Method of Compensation

- 5.1.1 Compensation payable under the terms of this SLA will be allowed only if the client notifies Net Support UK Ltd as detailed above.
- 5.1.2 Subject to the exclusions detailed in section 6 below, Compensation payable will be credited as follows:
- (a) For late provisioning (Section 3.1), credit will be made against the next invoice following the late activation
 - (b) For fault repairs / downtime (Section 3.3), credit will be made against the next invoice following confirmation of the acceptance of claim as defined in 3.3.2 above.

6 Exclusions

6.1 Matters Beyond Our Reasonable Control (MBORC)

- 6.1.1 This Service Level Agreement and corresponding compensation will not apply where:
- (a) through no fault of its own, Net Support UK Ltd is unable to gain the necessary permissions or consents required in connection with a particular Service Level;
 - (b) failure is due to Force Majeure
 - (c) failure is due to a planned or Emergency service interruption as detailed in section 4.4 above

- (d) failure is due to theft or vandalism to Net Support UK Ltd infrastructure

6.2 Client Responsibilities / Actions

6.2.1 This Service Level Agreement and corresponding compensation will not apply where:

- (a) the fault or failure is not notified in accordance with Sections 3.1.4, 3.3.2 and 4.2 above
- (b) the failure is due to inaccurate information provided by the client in the ordering process
- (c) the failure is due to the clients own network equipment or environment
- (d) the client has failed to implement any reasonable and clear instructions issued by Net Support UK Ltd in relation to the service
- (e) through no fault of its own Net Support UK Ltd has been unable to carry out necessary work at, or gain access to the client site
- (f) the client fails to agree an appointment date
- (g) the client and Net Support UK Ltd agree a different timescale for the performance of a Service Level as described in this agreement
- (h) the client is in breach of any part of the contract for services, including the terms and conditions for payment of invoices, or the service has been suspended by Net Support UK Ltd in accordance with the contract conditions



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