

This service level agreement (“**SLA**”), between you and Datcom, together with Datcom’s Master Services Agreement and Order forms the Contract between you and Datcom.

1. INTERPRETATION

1.1. Terms defined in Datcom’s Master Services Agreement shall have the same meaning in this SLA.

1.2. In addition, the following definitions shall apply:

“**Access Network**” the copper, radio or Fibre lines owned and operated by wholesale partners which connect the Customer’s premises to Datcom’s network

“**ADSL**” means Asymmetric Digital Subscriber Line which is a data transfer technology using a copper line offering greater bandwidth downstream than upstream

“**Availability Target**” means the target availability time for the Services as set out in clause 9.

“**Broadband Service**” refers to any ADSL or FTTC services

“**Contention**” means the how much bandwidth is shared by the Customer between other service provider customers on the local Exchange or the Core Network

“**Core Network**” the switching and routing infrastructure used to connect the solution components and provide customers with Internet or MPLS access

“**CPE**” means Customer premises equipment, such as a router or switch, supplied by Datcom to access the Data Services

“**Customer Cause**” means any act or omission by or on behalf of the Customer

“**Data Services**” refers to all services supplied by Datcom which provide data connectivity between two locations over a Wholesale Supplier’s Access Network, such as Broadband, Ethernet, FTTC-GEA, PSTN, PWAN, SDSL and Wireless Broadband, as set out in clause 2.1

“**Ethernet**” means a Leased Line delivered by Fibre

“**Exchange**” means the local termination point for all Broadband and some Leased Line Services within the local geographical area and is operated by Datcom

“**FUP**” means Fair Usage Policy which is limiting the Data Service to the Customer.

“**Fault**” means any failure of a Data Service to operate in all material respects in accordance with the relevant Specification.

“**Fibre**” means high bandwidth and low latency optical cable

“**FTTC**” means Fibre to the cabinet which is a data transfer technology using Fibre from the BT Exchange to the roadside green cabinet and two pair copper cable to the Customer premises offering up to eight times greater bandwidth than ADSL

“**FTTC-GEA**” means a Leased Line delivered by FTTC

“**Leased Line**” means a symmetrical uncontended data line to either the Internet, PWAN or P2P with enhanced SLA’s

“**Leased Line Services**” means FTTC-GEA, Ethernet

“**MAC**” means Migration Authority Code a code required for the seamless transfer of Broadband from the incumbent service provider

“**MBORC**” means Matters Beyond Our Reasonable Control

“**MPLS**” means Multiprotocol Label Switching

“**Order**” is the Customer’s signed or emailed acceptance of a Datcom quotation

“**PSTN**” means Public Switched Telephone Network which is a copper wired network carrying analogue voice data owned and managed by the wholesale partner

“**PWAN**” means Private WAN which is the Customers privately managed WAN connected using MPLS and various Connectivity Services

“**QoS**” means Quality of Service which is the shaping of traffic to offer prioritization to time critical applications when line utilization is high

“**SDSL**” means Symmetric Digital Subscriber Line which is a digital transfer technology offering equal down and upstream bandwidth running over a pair of copper wires, PSTN, offering a faster Contention and more responsive SLAs above ADSL

“**Services**” means any Data Service

“**Service Availability**” means the service levels set out in clause 8

“**Service Credits**” means the service credits specified in clause 9

“**Service Levels**” means the Customer update service levels set out in clauses 8.6 and 8.7 below

“Support Period” means the Term and, if requested by the Customer, any period during which the Customer transfers the Services to an alternative service provider

“Traffic Shaping” means the altering of the Customer’s traffic to optimize, guarantee, rate limit, improve or degrade the performance of internet applications

“TTR” Time to Repair is the time between the occurrence and acknowledgement of a problem with the Data Service and its resolution

“WAN” means the Customer’s Wide Area Network and the Broadband and Leased Lines used to provide a secure network between disparate sites

“Wireless Broadband” a data transfer service delivered by radio technology

“Wholesale Supplier” means the third party supplier to Datcom providing the Access Network and connectivity back to the Core Network.

- 1.3. The parties confirm that the terms of this SLA together with Datcom’s Master Services Agreement and the Order Form apply only to the Data Services covered by the Contract and not to any general maintenance of the Customer’s IT infrastructure.

2. DATA SERVICES

- 2.1. During the Support Period Datcom shall perform the Data Services during the Support Hours in accordance with the Service Levels.
- 2.2. Datcom’s Data Services covered by this SLA (but which may be subject to charges as set out in clause 3 below) include:-
 - 2.2.1. ADSL
 - 2.2.2. ADSL2
 - 2.2.3. ADSL2+
 - 2.2.4. FTTC
 - 2.2.5. FTTC-GEA
 - 2.2.6. Ethernet
- 2.3. Datcom’s data services not covered by this SLA:-
 - 2.3.1. PSTN
 - 2.3.2. Dialup
 - 2.3.3. ISDN2e
 - 2.3.4. ISDN30
 - 2.3.5. Wi-Fi Broadband
 - 2.3.6. 3G and 4G data or other mobile data services
- 2.4. The Data Services may not be downgraded to a level below that which is placed on the Order
- 2.5. If the CPE is included in as part of the Order, is leased, and is only accessible and configurable by Datcom then the CPE is classified as part of the Data Service.

3. CHARGES

- 3.1. The Charges for the Data Services shall be as set out in the Order. Such Charge shall be a Recurring Fee.
- 3.2. Broadband is sold with a defined monthly data transfer usage allowance (as set out in the Order). Customer usage above this level shall be charged in addition at the per Gigabyte rate notified by Datcom from time to time in writing.
- 3.3. If the Data Service has a monthly data transfer allowance FUP (as set out in the Order), Datcom reserves the right to charge for any excess usage at the rate notified by Datcom from time to time in writing or contact the Customer to discuss a better suited package.
- 3.4. If the Customer requests or needs replacement Hardware or software Datcom may charge for: the cost of such Hardware or software; postage at Datcom’s standard rates as amended from time to time; and any professional services time required to configure the Hardware or software as applicable.

4. REPORTING FAULTS AND ACCESS

- 4.1. The Customer shall report Faults by telephone in Support Hours to 0845 521 2405 or 01476 858888.

- 4.1.1. Calls outside Support Hours for Leased Line Services should be reported to the Extended Hours Service number which can be obtained from the Customer's account manager.
- 4.2. If by use of Datcom's service monitoring system, or through the Customer's own means, the Customer detects a Fault the Customer must inform Datcom as soon as possible.
- 4.3. Each Customer report of a Fault shall include a description of the problem and the start time of the Fault.
- 4.4. The Customer shall provide Datcom with:
 - 4.4.1. prompt notice of any Faults: and
 - 4.4.2. such data, documents, information, assistance and (subject to compliance with all Customer's security and encryption requirements notified to Datcom in writing) remote access to the Customer's System, as are reasonably necessary to assist Datcom or the Wholesale Supplier to remedy the Fault.

5. RESPONSE TO FAULTS

- 5.1. **PSTN**

Upon the fault being reported by the Customer as described in clause 4, Datcom will report the fault with the Wholesale Supplier within 1 hour or after we have carried out initial diagnostic checks during working hours.
- 5.2. **BROADBAND SERVICES**

Upon the fault being reported by the Customer as described in clause 4, Datcom will report the fault with the Wholesale Supplier within 1 hour or after Datcom has carried out initial diagnostic checks during Support Hours.
- 5.3. **LEASED LINE SERVICES**
 - 5.3.1. Upon the fault being reported by the Customer as described in clause 4, Datcom will report the fault with the Wholesale Supplier within 1 hour or after we have carried out initial diagnostic checks.
 - 5.3.2. If the Lease Line Service is unavailable Datcom will assign a priority of critical to resolution of the incident.
- 5.4. **EXCLUSIONS**
 - 5.4.1. If Datcom determine that the fault is with the CPE then Datcom's response will revert to a priority of low.
 - 5.4.2. All on-site visits will be charged if the Fault is found to be caused by something other than Datcom's Data Service, such as a fault with the CPE, moving of equipment, Hardware, Customer changes to the CPE (if managed by Datcom).

6. CANCELLATION AND TERMINATION

- 6.1. Without prejudice to the provisions of clause 5 of the Master Services Agreement, if the Customer cancels the Data Service at any time prior to installation, but after Datcom has committed to an agreed installation date with a Wholesale Supplier, without prejudice to any other rights and remedies under the Contract, Datcom may at its sole option pass on any costs reasonably incurred in connection with the installation, including those incurred to Datcom's Wholesale Supplier.
- 6.2. All migration and termination requests on and subject to the terms of the Contract must be placed in writing via post or email to service@datcom.co.uk and it is the Customers responsibility to ensure the request has been received by Datcom
- 6.3. **BROADBAND SERVICES**
 - 6.3.1. **MOVING TO A NEW PROVIDER**

Upon receipt of a request to move a Broadband service to a new provider, the Customer's request will take up to five days to issue a MAC and will be valid for a thirty day period. There is no charge for requesting a MAC.
 - 6.3.2. **CEASING THE SERVICE**

Upon receipt of cease of any Data Service if the Customer wishes to reconnect the service reconnection charges and associated delays will apply as outlined in clause 7.

7. RECONNECTION

- 7.1. **PSTN**

Reconnection is chargeable and takes approximately eleven working days once the order has been placed with BT.
- 7.2. **ADSL**

Reconnection is chargeable and takes approximately five working days once the order has been placed with BT. The order can be expedited up to 48 hours for an additional charge but is not guaranteed. If the order can't be expedited the expedition cost will not be charged.

7.3. **FTTC**

Reconnection is chargeable and takes approximately five working days once the order has been placed with BT and an engineer visit is required. The order can be expedited up to 48 hours for an additional charge but is not guaranteed. If the order cannot be expedited the expedition cost will not be charged.

7.4. **Leased Line Services**

Reconnection of Leased Line Services must be reviewed on an individual basis. Contact your Account Manager to get a quote and delivery timescale.

8. SERVICE AVAILABILITY SERVICE LEVELS

8.1. Datcom shall:

- 8.1.1. prioritise all Faults based on its reasonable assessment of the severity level of the problem reported; and
- 8.1.2. respond to all Faults in accordance with the responses and response times specified in clauses 8.6 and **Error! Reference source not found..**

MEASUREMENTS

- 8.2. TTR starts once the cause of the Fault has been established by Datcom as a problem with the Data Service and a notification has been sent to the Customer
- 8.3. TTR stops once Datcom has confirmed that the Data Service concerned is working correctly
- 8.4. Any exclusions will invalidate the Service Availability and Service Credits as listed in clause 10.

BROADBAND SERVICES

- 8.5. All Broadband Services are sold with Level 1 unless otherwise stated on the Order.
- 8.6. The Support Levels for the Broadband Services are as follows:
 - 8.6.1. **LEVEL1** Wholesale Supplier will acknowledge receipt of a Fault and clear the Fault within 48 hours excluding parked time. If a site visit is required then BT will respond during BT normal working hours.
 - 8.6.2. **LEVEL2** Wholesale Supplier will acknowledge receipt of a Fault, respond to the Fault within 4 hours and clear the Fault within 24 hours excluding parked time. If a site visit is required then BT will respond during BT normal working hours.
 - 8.6.3. **LEVEL3** Wholesale Supplier will acknowledge receipt of a Fault and clear the Fault within 8 hours excluding parked time. If a site visit is required then BT will respond during BT normal working hours.
 - 8.6.4. **ADSL2+**
 - 8.6.4.1. Annex M guarantee's upstream throughput to 85% of the end user's upstream synchronization speed during working hours.
 - 8.6.5. **ADSL2+ and FTTC**
 - 8.6.5.1. Elevated best efforts service guarantees 2Mb download speed throughout Support Hours.

LEASED LINE SERVICES

- 8.7.
 - 8.7.1. Datcom shall use reasonable endeavours to ensure the Leased Line Services are provided 100% of the time, being the Availability Target for this service.
 - 8.7.2. Datcom provides a dedicated internet service offering uncontended and guaranteed bandwidth.
 - 8.7.3. Datcom does not have a Fair Usage Policy.
 - 8.7.4. The parties may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Availability response times.

9. SERVICE CREDITS

- 9.1. In the event that the Datcom fails to meet the Availability Target the Customer shall become entitled to the Service Credits specified in clause 9.7 on submitting a written claim for such Service Credits, provided that the relevant Fault or other problem:
 - 9.1.1. did not result from a Customer Cause or a cause outside Datcom's control; and
 - 9.1.2. was promptly notified to Datcom under clause 4.4.
- 9.2. Service Availability measure is taken on a calendar month basis and resets at the start of each month

- 9.3. Where TTR spans over to the start of the new month, Service Credits will only be applicable in the month which the TRR started.
- 9.4. The Customer may claim any Service Credits up to 3 months after the month in which the Availability Target was missed
- 9.5. Where Datcom has recognised that there has been a Fault with the Service, Datcom will endeavour to automatically issue Service Credits for the affected period without notification from the Customer.

BROADBAND SERVICES

- 9.6. Broadband is a best endeavours service and therefore an Availability Target and Service Credits cannot be given.

LEASED LINE SERVICES

- 9.7. Service Credits for Leased Line Services will be issued based on the following table:-

Service Availability	Service Credit as % of monthly charge	Maximum outage period in hours
Above 99.7	0	2.32
99.00 - 99.69	5	7.44
95.00 - 98.99	10	37.2
90.00 - 94.99	15	74.4
85.00 - 89.99	20	111.6
80.00 - 84.99	25	148.8
Below 79.99	35	150 and greater

10. EXCLUSIONS

- 10.1. Availability Targets and Service Credits shall not apply to the following:
- 10.1.1. Broadband and some Leased Line Services that are dependent on the underlining PSTN where the underlining PSTN is at fault
- 10.1.2. scheduled or emergency maintenance by Datcom or any applicable Wholesale Supplier
- 10.1.3. failure on the part of the Customer to report the Incident
- 10.1.4. Fault with the CPE including changes, configuration, power, etc
- 10.1.5. all Service Levels will be suspended when BT or other Wholesale Suppliers declare a major incident or implement the MBORC process.
- 10.1.6. without prejudice to any other rights and remedies of Datcom failure by the Customer to make any payments in respect of the Services when due.