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Annex - SLA & Service Credits

Service Level Availability & Service Credits

Standard Service Level Agreement for Services including Service Credits

1. Definitions - additional to those in the Main Terms and Conditions

a. "SLA" means a service level expectation for services listed in the absence of a guaranteed service level agreement.

b. "Service Credit" or "SC" means a pre-defined credit set out in this agreement that is applied to the Customer account in the event of certain events including repairs and provisions that exceed SLA's defined in this agreement this credit may also be referred to as Compensation but for the purposes of this document shall mean the same.

c. "Customer Equipment" means any equipment, the property of the Customer or rented by the Customer from a third party, used by the Customer in order to use the Service.

d. "Non-Qualifying Event" means an event which is not covered or foreseen and as such is therefore considered to be MBORC and not part of the contract and will not be counted towards SLA or Service Credits.

e. "Network" means a network over which service is provided.

f. "NTE" Network Termination Equipment, this is equipment supplied by IC for connecting into the Network or using the service.

g. "NOC" Network Operation Centre.

h. "Disconnected" means a service has been removed / terminated.

i. "Business Working Hours" or "BWH" is a Business Day during normal support team working hours (8am - 6pm Monday - Friday). Where a time is shown as hours during or applicable BWH this means the hours are during this period only (eg. 33 BWH = 3 days).

j. "NBD" means by close of business the next Business Working Day.

k. "Clock Hours"

i. The start time is the acceptance of a fault and opening of a case on the IC or suppliers fault handling system.

ii. Clock will run 24/7 - no deduction for Business Working Hours.

iii. Stop time is when the fault becomes 'cleared' not 'closed'.

iv. Allowable Parked time will be excluded from the gross elapsed time.

l. "Allowable Parked Time" is where the progression of the repair is outside of the control of IC or IC's supplier and / or where there is an action caused by the Customer that directly causes IC to be unable to comply with its obligations. Parked Time reason codes numbers ii-xi are included in the allowable parked time measure. Park time reason code (i) is excluded from allowable parked time with the following exceptions:

i. Where the first available appointment is not chosen by the Customer the time between the first available appointment and the appointment chosen will be counted as allowable parked time.

m. "Parked Time" The following is a list of parked time reasons;

i. Appointment confirmed - the time between an appointment being made and the actual start of the appointment slot.

ii. Awaiting appointment - the time IC is waiting for the Customer to agree an appointment date.

iii. Awaiting retest - when IC have confirmed a clear and are waiting for the Customer to retest.

iv. Confirm fault cleared - IC or their third parties have cleared the fault and are waiting for the Customer to confirm the clear.

v. Awaiting downtime - the time IC is waiting for the Customer to allow testing. The clock will be restarted when IC receive the required response from the customer.

vi. No customer access - the time where the Customer is unavailable for a visit. The clock will restart at the next agreed appointment time.

vii. No customer contact - the time where the Customer does not respond to IC..

viii. Awaiting logon - the time IC is waiting for the Customer to log on for testing.

ix. Awaiting additional information - the time IC is waiting for additional information from the Customer

x. Customer unavailable - when the customer has advised they are unavailable until a specified time.

xi. Restricted access - the time where the enhanced care Customer has not allowed full 24/7 access (if the Customer opts for an appointment as 24/7 access is not available then the time between the appointment being confirmed and the actual appointment time will be classed as allowable parked time).

2. The customer acknowledges that it is technically impracticable to provide a fault free Service and IC does not undertake to do so. The Company will use reasonable endeavours to procure a continuous high quality Service in accordance with our SLA's and the Customers chosen / purchased service levels.

3. The Company shall not be liable to the Customer for any losses incurred as a result (either direct or indirect) of any interruption to the Service and the entire amount payable for failures outside of the SLA shall be strictly limited to the amounts outlined in this Agreement. Where an amount is not listed or an event omitted then it shall be deemed to be a Non-Qualifying Event and no Service Credit will be due.

4. Standard Service Level Availability
The following table lists the service availability expected and Service Credit guidelines should any service fall below these levels. The Service Credit includes the fees or proportion thereof that is levied by Internet Central for the provision of service only and does not include any other on-going fees for associated services

or components.

Percentage uptime in any month
99.5% and above (Standard SLA Target)
95% or below 7 Days Credit
93% or below 14 Days Credit
90% or below 1 Month Credit

These Service Credits are not applicable to breakdowns and faults which are covered in section 5.

5. Performance & Repair Targets
The following table lists various services and the service levels with the target response and repair times for each. Response time is the time from first report from the Customer of a potential fault to a response to that report from IC. Following acknowledgement of a fault existing after response time and opening of a case, the repair clock starts and will run until the service is restored and clock stopped. The total time for a fault will be the hours between the clock start and clock stop minus any Allowable Parked Time.

Service	Response	Repair	Applicable	SC Code
Broadband Services				
Standard Care	n/a	40 hours	BWH	D
Enhanced Care (Level 4)	3 hours	20 hours	clock hours	C
Enhanced Care Plus (Level 14)	3 hours	7 hours	clock hours	B
Phone Lines (PSTN)				
Standard Care Domestic (Level 1)	n/a	NBD + 1 day	BWH	D
Business Premium (Level 2)	4 hours	NBD	BWH	B
Enhanced Care (Level 3)	4 hours	24 hours	clock hours	B
Enhanced Care Plus (Level 4)	4 hours	6 hours	clock hours	A
IC-air				
Homeworker	8 hours	33 hours	BWH	D
Business Asymmetric	4 hours	22 hours	BWH	C
Business Symmetric	4 hours	NBD	BWH	B
Ethernet Connect				
GEA Services	3 hours	7 hours	clock hours	A
EFM Services	3 hours	7 hours	clock hours	A
Fibre Services	3 hours	5 hours	clock hours	A
Website or VM Hosting (see section 7)				
Server Down Issue (VM HA or CoLo)	3 hours	4 hours	clock hours	A
Server Down Issue (VM Standard)	3 hours	8 hours	clock hours	A
Site Down (shared hosting)	3 hours	NBD	BWH	B
Feature Issue	8 hours	3 days	BWH	D
IP Voice Services				
Severity 1 - Critical Outage	2 hours	4 hours	clock hours	A
Severity 2 - Major Impact	4 hours	8 hours	BWH	B
Severity 3 - Minor Impact	8 hours	24 hours	BWH	C
Severity 4 - Informational	5 Days	N/A	BWH	E

6. Service Credits for Repairs out of SLA
The following table shows the credits that can be claimed where a service has failed to be restored within the above tabled targets.

Applicable Hours over target

SC Code	> 4hr	4-8hr	8-24hr	24-48hr	48-72	72 -120	120+
A	1 day	7 days	14 days	1 month			
B	-	1 day	7 days	14 days	1 month		
C	-	-	1 day	7 days	14 days	1 month	
D	-	-	-	1 day	7 days	14 days	1 month
E	-	-	-	-	-	-	-

The amount of credit is related to the services listed above and the maximum claim in any one month will be limited to the 1 month's charge of the service

7. Website, VM Hosting, Continuous Data Protection (CDP) and Generic Server Hosting - Additional
The SLA and Service Credits are limited to specific areas of the hosting as follows;

a. Virtual Machine (VM) is restricted to the actual machine container and excludes issues arising from the Operating System or Content within the VM.
b. CoLo (Co-Location of physical server) is restricted to the environment housing the device including power and cooling.
c. Shared hosting is restricted to the availability of the main server housing the website and specifically excludes content related issues including scripting or configuration issues.
d. In the case of total data loss, for any system housed where it is in the direct control of IC from the hosting platforms for any reason then additional credits would be available up to a maximum of 12 months of the Service fee. IC does not guarantee that data will not be lost and accepts no liability for lost data howsoever caused.
e. IC does not backup data. It is the Customers responsibility to ensure adequate copies are retained. IC maintain, for most systems ,a disaster mitigation strategy which may include elements of data replication. There may be occasion where a loss occurs and IC have to roll back in time to a previous point and

thus resetting some data, in this instance the claim shall be limited to 1 month of the Service fee.

8. IP Transit Service Level Target and Repair Target
IP Transit is a component of many individual services and is therefore key to many services either functioning or being available. IP transit is a public connection to the worldwide Internet to other provider networks via transit agreements or private peering connections. IP transit is a best efforts service and relies on other parties connections, capacity and reliability hence 'best efforts'. IC undertake to provide connectivity via credible suppliers with sufficient capacity to supply our customers service in line with the SLA the vast majority of the time and sufficient redundancy to ensure that performance is maintained in the event of a supplier failure.

IC will frequently examine the average loads and destinations that are being used and will adapt / enhance its connectivity agreements to serve these demands and will undertake to increase capacity should sustained usage exceed 80% of its total network capacity. In the event of an external provider failure IC's network will automatically failover to an alternative route should one be available to us (within our public BGP tables) to maintain the maximum public connectivity possible, during this change of routing connectivity will be disrupted in line with normal route convergence for Internet connectivity using BGP4 full feed transit to an Autonomous System.

IC cannot be held liable for unforeseen events that may cause excess traffic demand either on IC's core network or externally which is outside of its immediate control. The service is delivered on a 'Shared' basis and there are no guarantees for the quality received via the service, the Company will provide a 'Target' service level or performance level but accepts no liability of any kind for failure to meet this level. The entire limitation of liability shall be restricted to no more than 1 month of the IP Transit Service rental fee (or proportional price if included within another service) in any event.

a. IP Transit Service Level Targets

i. IP Transit services will have the following Targets;

1. Intra UK Transit <60ms latency
2. Intra Europe Transit <80ms latency
3. Transatlantic Transit (to New York) <120ms latency
4. Packet Loss within Company Network <1%

ii. IP Transit 'Core Network' 99.97% availability or above as measured over a 12 month period 'Core Network' being defined as the primary BGP4 network core maintained by IC

iii. In the event that the Service consistently falls below the Targets then the Customer should raise to the Company as a fault report.

b. IP Transit Repair Targets

i. IC 'Core Network' failure repair target is 4 Clock Hours from point of failure

ii. Routing issues within 'Core Network' 8 Hours BWH

iii. External parties (Transit and Peering) if not within IC's immediate control is excluded although efforts will be made to contact the party if they are directly adjacent to the IC core network.

9. Interlinked Services
Many services may use several components for the delivery of a total solution and in the event of a service becoming unavailable due to a different service failing then the SLA shall only apply to the root cause service. For example in the case of IP Voice Services with a customer on a single Broadband link if the Broadband were to fail then the IP Voice Service may be disrupted and the SLA and SC will only apply to the Broadband link itself as the core service (IP Voice Service) was still available and would have been accessible if the customer had an alternate connection.

10. Disconnected by Mistake
Delivery of services is a complex process and occasionally there will be errors in either the physical or logical (systems) side of a connection that could lead to your service being "Disconnected". IC will where the disconnection has been as a direct result of IC or its suppliers, undertake to re-connect the customer as swiftly as possible without charge to the Customer (this excludes events where IC may share a supplier in common and the disconnection was as a direct result or another party). This will be treated as an out of SLA event thus starting the Service Credit clause immediately and the Customer shall be entitled to claim the appropriate Service Credit based on the time from disconnection until restoration within the table.

11. 3rd Party Service Disruption and Charges
Where services are being changed, installed, upgraded, repaired or work is performed on services then IC are not liable for any disconnections or interruptions in the Customers other services either directly supplied or not. Any work conducted will be done so according to accepted business practices and the customer acknowledges that any work of this nature can cause others issues (i.e. installation of a new cable could cause movement in other cables and if they have a weak link they could break). In the event the affected service is not with IC then the Customer will have to contact the current supplier to raise a fault directly.

12. Missed Appointments
If IC or their suppliers fail to keep an appointment for repair or installation of a service then the customer can claim a one off £40 Service Credit, this applies where the missed appointment was not an MBORC condition or was not re-arranged or cancelled before the Appointment.

13. MBORC and scheduled Maintenance
Disruptions in service howsoever caused in an MBORC situation will not be counted toward any Service Credit clause. In the case of scheduled maintenance of the service this would be scheduled by the company and notification of pending outages will be posted on the IC web site in advance, this time is excluded from any calculations of availability or repair.

14. Suspension of Service
The Company shall be entitled to suspend Service in order to maintain or improve the Network or if obliged to do so by virtue of any direction or request from any Government Department, Emergency Service, Regulatory or Administrative Authority, or by its principles, or for any other reason whatsoever. The Company will use reasonable endeavours to give the Customer notice of such suspension as reasonably practicable normally via the support section of the IC website.

15. Compensation or Actual Financial Loss
IC is not an insurance company and does not undertake to provide payments for lost time, lost business, lost customers or any other reason due to disruption whosoever caused of any service provided. It is up to the Customer to take all reasonable steps to ensure diversity of supply and to take out appropriate insurance for business continuity, cyber liability or other suitable cover. IC's entire and total limit in any event shall be strictly limited to the sale value of the service being chosen.

16. How to claim
You must make your claim within 3 months of the disruption occurring (once service has been restored) and using the SLA table and SC Codes provided send an email to sales@ic.co.uk (mailto:sales@ic.co.uk) requesting a Service Credit and providing sufficient details and evidence of the claim. Once received IC will validate the claim against its records and providing the claim is correct will authorise the Service Credit within 30 days. In the event of a claim not being complete, accurate or agreed then IC will reply with its determination of the claim and subsequent decision on the granting of a Service Credit within 30 days.

17. Service Credits how are they paid
All service credits will be applied to the Customer account as a credit and will be used to reduce the balance of that account, in the instance where a credit is larger than the current balance the credit will be held on account and used against future invoices until depleted.

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