

Service Level Agreement for Ethernet Products

1. General

1.1. This document is a service level agreement (SLA) setting out the levels of services to be provided by Converged to the Customer under this agreement and compensation for failure to meet those service levels.

1.2. This service level agreement applies to the following services as described by Converged. Additional services may be included in the scope of the SLA at the sole discretion of and confirmed in writing to the customer by Converged:

1.2.1. Dark fibre, LAN Extension Service, Ethernet First Mile, Leased Line or Point to Point Wireless.

Broadband/LLU/ADSL/FTTC services are specifically not covered by this SLA.

1.3. In this SLA words, abbreviations and expressions have the following meanings as set out below:

Converged	Shall mean Converged Communication Solutions Limited.
The Customer	Shall mean a business that is provided a service as outlined in paragraph 1.2 and pays the agreed fees in full for that service.
Availability	All the time in any calendar month for which the network and any service equipment is not subject to any service affecting faults, and is therefore Available.
Business Day	Shall mean every day excluding Saturdays and Sunday and national holidays in Scotland.
Fault	Shall mean a material defect, fault or impairment in a service, which causes an interruption in the provision of the service.
Non-Service Affecting	Means not materially affecting the performance or quality of the service.
Service Affecting	Means causing full or partial loss of the ability to transmit or convey data.
Third Party System	Means a telecommunication system and/or software application that is neither owned nor operated on behalf of Converged.

1.4. This SLA only applies to the service to the extent that it is provided by means of systems and equipment that are either owned or operated by Converged. All references in this SLA to network and service equipment shall be construed as references to such systems and equipment.

1.5. Converged shall not be liable to pay compensation under this SLA where its failure to meet any of its obligations under this SLA is caused by a force majeure event, or by a failure in the customer equipment, or by any act or omission of the customer, or third party acting on their behalf.

1.6. The maximum monthly credit available under this SLA is limited to an amount not greater than 10 days' fees; furthermore, residual credits will not be carried over to subsequent 12 month periods. The service credit shall be the customer's sole and exclusive remedy for any Converged service outage or any failure to meet the service objectives.

- 1.7. Credits or other compensation under this SLA shall only be payable where (a) The Customer has submitted to Converged a claim in writing identifying the circumstances in which the customer claims that the credit or compensation arose, and (b) Converged has agreed in writing, acting reasonably and without undue delay, to that claim. All credits so payable shall be applied to the customer's account to be reconciled at an agreed time following Converged's agreement to the claim. All claims for credits or compensation must be submitted promptly, and in any event within 10 business days, after the circumstances giving rise to the claim.
- 1.8. Converged reserves the right to amend the SLA on occasion. Converged shall give the customer not less than one month's notice of any changes in the SLA. Customers will be notified by email and details of the SLA will be made available to the customer.

2. Provisioning of Service

- 2.1. Requests made to Converged relating to the provision of Services are, unless otherwise agreed, to be made or confirmed in writing (email is deemed to be acceptable).
- 2.2. Dates proposed by Converged for the provision of Service or a facility is to be treated as an estimate only and Converged accepts no liability for failure to meet them.
- 2.3. It is the responsibility of the customer to provide accurate contact, technical and site details in order to allow Converged to fulfill the order for the service. Failure to provide accurate details may result in service failures which shall not fall under the scope of this SLA.

3. Fault Reporting

- 3.1. Converged offers response time agreements, during the business day (9am to 5pm, Monday to Friday) as follows:
 - 3.1.1. You can call us on 01224 656 370 and expect a prompt answer. You will be able to speak to a member of the Technical Support team who will assist you.
 - 3.1.2. You can expect to be able to speak to a network engineer normally straight away and always within 2 hours.
 - 3.1.3. You can expect an initial response within 1 hour of a logged Emergency or Major call, as defined in Paragraph 3.4.
 - 3.1.4. Minor or non-urgent incidents may be reported via our automated helpdesk system via an email to tech@converged.co.uk.
 - 3.1.5. A response includes the generation of a fault report with a unique reference on the Converged incident management system.
- 3.2. Converged offers response time agreements, out of hours (outside 9am to 5pm, Monday to Friday and including bank holidays) as follows: You can call us on the number specified in 3.1.1 above, provided that the incident is deemed to fall within the Emergency or Major priority levels this will be responded to within 1 hour. If the incident is deemed to fall within the Minor or Non-urgent priority levels, this will be responded to during the working hours of the next business day.
- 3.3. Where possible, your circuit will be monitored 24x7 by an automated system, notifying our technical team in the event of an Incident. We will require contact names, email addresses and telephone numbers from the customer in order to notify suitable persons of any potential service issue. The customer is solely responsible for providing Converged accurate and current contact information for Customer's designated points of contact.

3.4. Converged shall assign an incident priority level to an incident report. The priority level assigned is determined at the sole discretion of Converged.

3.4.1. **Emergency:** Total loss of service

3.4.2. **Major:** Significant degradation of service or intermittent service.

3.4.3. **Minor:** Minor degradation of service allowing some element of normal operations

3.4.4. **Non-urgent:** 3rd Party application issues and/or requests to change the service.

3.5. Where the whole or any part of any Service is provided by means of a third party system/network/connection, Converged shall, to the extent that it is able to do so, pass on the benefit of any service levels to which it is entitled from that provider of that third party system in accordance with paragraph 1.6 but shall not otherwise be liable to meet the service levels set out in this SLA in respect of that Service (or the relevant part thereof).

3.6. Converged reserves the right to re-classify an incident as additional information becomes available.

3.7. If Converged carries out work in response to a fault reported by the Customer and following such work Converged determines that there is no fault found or the fault was due to the negligence or an act or omission of the Customer, then Converged shall be entitled to charge the Customer for any such work carried out.

4. Target Fix Times

4.1. Converged shall use reasonable endeavors to resolve incidents within the following timescales, measured from the time that the incident is acknowledged by Converged as outlined in Section 3.

4.1.1. **Emergency:** Resolution within 7 hours

4.1.2. **Major:** Resolution within 13 hours

4.1.3. **Minor:** Resolution within 1 business day

4.1.4. **Non-Urgent:** Resolution within 5 business days

4.2. It may be necessary to extend the above timescales due to the complexity of the incident or where Converged is dependent on a third party for resolution of the incident. In such circumstances Converged shall use all reasonable endeavors to reduce the impact of the incident until a permanent solution is arrived at and shall inform the customer of such an extension of the timescales and a revised estimated resolution time.

4.3. Time measurement in relation to Target Fix times may be suspended and excluded from the SLA where progression of fault resolution is outside the control of Converged, such as:

4.3.1. Converged has requested relevant missing information without which the incident cannot be resolved.

4.3.2. Converged is awaiting reasonable action from the customer to progress fault resolution.

4.3.3. The customer has been unavailable to respond to Converged.

4.3.4. Converged or an agent acting on our behalf is unable to confirm a site appointment, unable to access the site or the customer has requested a site appointment which falls out with the target fix time.

5. Network Availability

5.1. Converged guarantees that the network shall have 99.95% Availability. If the availability falls below 99.95% in any month, Converged will credit the customer with one day's free service for each accumulated hour when the network is not available (subject to Paragraph 3.5 and 4.1). The total credit in a calendar month is capped at 10 days of charges for that service. Measurement is carried out between designated points on Converged's core network and a designated device under Converged's exclusive management at customer site(s).

5.2. Converged shall not be obliged to pay compensation in accordance with this paragraph where availability falls below 99.95% because of routine or emergency maintenance on the network or the service equipment pursuant to paragraph 6.

- 5.3. Converged is entitled to suspend any service in order to comply with any Law or request of any governmental department, emergency services organisation or other competent administrative authority. In so doing compensation will not be due.

6. Network and Service Equipment Maintenance

- 6.1. Converged may suspend the Service to carry out Periodic maintenance or upgrade work on the Network or Service Equipment.
- 6.2. Except in the case of an emergency, Converged shall provide the Customer with 5 business days' notice of any suspension of the service under paragraph 4.1. If it fails to provide the appropriate notice, the customer shall be entitled to a credit of one day of free Service.
- 6.3. The standard for the Converged maintenance window for planned outages is between 00.00 – 07.00, local time as at node location in question. Converged will try to accommodate the customer requirements in terms of outage times, however, depending on the circumstances this may not always be possible. Outage times will be quoted in GMT to prevent ambiguity over time zones.