

Service Level Agreement

Premium Connectivity Services

Rev 4 - May 2016



About Net Support UK

Net Support UK offers cloud solutions with smart advice and support. There's no doubt that we're experts.

We think, act and deliver differently to other IT companies by taking a 'blank paper' approach to every challenge and start by listening to what our customers want to do with their business.

For over 17 years we've kept ourselves savvy with the top tech and avoided the traps of a 'brands only' approach. It's all about the whole team working together and there's nothing more rewarding than seeing great ideas put into practice - and our customers' businesses grow as a result.

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 may comprise point-to-point connections between client sites, connection to a Net Support UK Ltd Point-of-Presence (PoP), and on-bound connection to the Internet. These services may be provided over a range of media and with varying equipment as detailed in the individual Product Descriptions.

1.2 Products

This SLA applies to the following products

- Fibre based point-to-point connections
- Fibre based Leased Lines with Internet break-out from Net Support UK Ltd managed PoPs

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 between the Customer Premises Equipment (CPE) and Net Support UK Ltd Core PoP

(b) Internet Availability (where applicable) – connectivity between the Net Support UK Ltd Core PoP and the Core Networks of Net Support UK Ltd’s upstream providers

3.3 Repairs

3.3.1 If there is a service outage, based on Net Support UK Ltd’s data, Net Support UK Ltd 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 3.3.2 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) Compensation will be subject to a maximum of 100% of the monthly service charge in any given calendar month

3.3.2 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

3.4 Network Latency

3.4.1 Net Support UK Ltd agrees to provide the Service with target latency of 20 milliseconds or less between the Net Support UK Ltd core PoP and the CPE.

3.4.2 Latency will be determined by Net Support UK Ltd calculating the average of round-trip transmission measurements taken in ten minute intervals during a calendar month.

3.4.3 All suspected latency issues should be reported in the first instance to Net Support UK Ltd by telephone to 029 200 22 333 or support@nsuk.com.

3.5 Network Jitter

3.5.1 Net Support UK Ltd agrees to provide the Service with target jitter of 3 milliseconds or less between the Net Support UK Ltd core PoP and the CPE.

3.5.2 All suspected network jitter issues should be reported in the first instance to Net Support UK Ltd by telephone to 029 200 22 333 or support@nsuk.com.

4 Service Operation

4.1 Monitoring

4.1.1 Net Support UK Ltd will monitor and log the availability of and performance of the circuit and Internet Connections on a 24/7 basis. Net Support UK Ltd will make performance statistics available via PDF on request. The client may request up to 4 reports per calendar month.

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:

Modifications to Reverse DNS Zone	1 Day
Modifications to or implementation of QOS policies (Where applicable to the service, subject to approval and additional charges)	5 Days
Requests for additional IP address allocation (Subject to approval and additional charges)	5 Days

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



Net Support UK Ltd

www.nasuk.com

 @net_savvy

Sales

029 200 22 300

enquiries@nsuk.com

Support

029 200 22 333

support@nsuk.com

Registered Address

Riverside Court, Beaufort Park
Way, Chepstow, NP16 5UH

Network Operations Centre

Charnwood House, Collivaud
Place, Ocean Way, Cardiff,
CF24 5HF

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713 6290 48