

# Ogi Pro Fibre Broadband and Ogi Pro Offnet Service Level Agreement

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## 1. Service Description

### 1.1. Service Outline

- 1.1.1. This Service Level Agreement applies to the Ogi Pro Fibre Broadband and Ogi Pro Offnet connectivity services listed below.

#### Products

This SLA applies to Ogi Pro Fibre Broadband services, as well as our Ogi Pro Offnet connectivity services to businesses.

### 1.2. Scope

- 1.2.1. The Service Levels set out in this document are targets only and Ogi has no liability for a failure to meet them beyond the remedies detailed in the relevant Service Terms and Conditions.
- 1.2.2. If Ogi should fail to meet the targets described in these Service Levels the customer will be entitled to the compensation as set out below. Such compensation shall be the sole and exclusive remedy for Ogi's failure to meet those service levels for which service credits apply.
- 1.2.3. All Service Levels described below are subject to the exclusions detailed in Section 6 of this agreement.
- 1.2.4. These Service Levels are subject to modification from time-to-time and the latest version is available from our website at [www.ogi.wales](http://www.ogi.wales).

## 2. Operational Hours

### 2.1 Provisioning/Installation

Provisioning / installation is based on standard business hours of 08:00am-18:00pm Monday-Friday excluding Public Holidays. Availability is based on a 24/7 clock subject to planned maintenance.

## 3. Performance

### 3.1. Provisioning / Installation

Throughout the installation process Ogi commits to keeping the customer up to date with progress. This is achieved through a series of fixed communications at specified points in the customer journey, as well as periodic updates in the event of delays or other issues.

- 3.1.1. Ogi will aim to meet the following commitments on notification:
- (a) Within 1 business day of receiving the completed order, confirm order receipt and allocate a unique order reference number.
  - (b) Provide regular updates on order progress until such time as a confirmed installation date is available. This would typically be no less frequent than every 3 business days.
  - (c) If delivery is in delay, notifications will typically be provided at least every 5 business days.

### 3.2. Service Availability

- 3.2.1. Ogi will ensure of 99% availability of the service, subject to the terms of this Agreement.
- 3.2.2. Service Availability is based on the following criteria:
- (a) Circuit Availability – connectivity between the Customer Premises Equipment (CPE) and Ogi Core Point of Presence (PoP).
  - (b) Internet Availability – connectivity between the Ogi Core Pop and The Core Networks of Ogi's upstream providers.
  - (c) The available throughput (download) to the customer will never drop below a minimum of 50% of the of the service connection speed for a continuous period of more than 8 hours. For services with variable connection speeds this speed is determined at service handover.
  - (d) Other issues such as high latency, intermittent packet loss, or jitter are not covered by this SLA and are handled on a reasonable efforts basis.

### 3.3. Fault Resolution

- 3.3.1. All correctly reported faults will be responded to by an Ogi engineer within 2 business hours, during standard business hours (as defined in 4.1.1).
- 3.3.2. A service will be considered faulty once Ogi has completed diagnostics and a fault has been verified.
- 3.3.3. Once verified, Ogi commit to resolving SLA faults, as defined in 3.2 above, within a further 12 business hours.
- 3.3.4. Time calculations for a faulty service (the Outage Period) begin once a service has been confirmed as faulty by Ogi. The total Outage Period for the service is calculated as the time between a fault being verified and the service being restored, minus:
- (a) any time where the issue is with the customer, e.g. awaiting customer response or awaiting customer diagnostic activity.
  - (b) any time awaiting access to the customer premises.
  - (c) any delays caused by third parties, outside of the control of Ogi.

## 4. Service Operation

### 4.1. Incident Reporting

- 4.1.1. Faults may be reported during standard business hours (08:00-18:00 Monday-Friday), including Bank Holidays. Customers should raise all faults either by telephone **029 2002 2333** or to [business.care@ogi.wales](mailto:business.care@ogi.wales)

### 4.2. Configuration / Change Management

- 4.2.1. Configuration management is based on standard business hours of 08:00-18:00 Monday-Friday excluding Bank Holidays.
- 4.2.2. All requests for changes to the service configuration should be made in the first instance to the Business Service Desk by either telephone to **029 2002 2333** or to [business.care@ogi.wales](mailto:business.care@ogi.wales). This will raise a unique Request Number. Following this Ogi will use reasonable endeavours to process the Request without undue delay.
- 4.2.3. For more details, please refer to Ogi's **Support Services SLA**.
- 4.2.4. The following are indicative lead times for configuration changes:

Modifications to Reverse DNS Zone (Static IP Only)	2 Business Days
Requests for additional IP address allocation (Subject to approval and additional charges)	5 Business Days
Change of service speeds	2 Business Days

#### 4.3. Planned Maintenance

- 4.3.1. Planned Maintenance refers to planned engineering works/network modifications carried out within Ogi's control.
- 4.3.2. Ogi 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.
- 4.3.3. Notification will be made to the primary contact for the client as advised on the service order or as subsequently updated by the client. Notification will be via email.
- 4.3.4. The above commitment notwithstanding, Ogi reserve the right to carry out emergency maintenance at any time where it is necessary to maintain the integrity or security of the network. Ogi will endeavour to provide as much notification of such emergency maintenance as possible.
- 4.3.5. Ogi will endeavour to coordinate all planned maintenance to minimise any disruption to its customers. If necessary, work will be completed outside normal business hours.

#### 4.4. Escalation

- 4.4.1. If the client feels that Ogi are not living up to the commitments in this SLA, the following escalation path should be followed:

Business as Usual (BAU)	Business Service Desk	<a href="mailto:business.care@ogi.wales">business.care@ogi.wales</a>
1st Escalation	Service Delivery Manager	<a href="mailto:theo.kapoutsis@ogi.wales">theo.kapoutsis@ogi.wales</a>
2nd Escalation	Director of Business Services	<a href="mailto:kevin.herbert@ogi.wales">kevin.herbert@ogi.wales</a>
3rd Escalation	Chief Technology & Operations Officer	<a href="mailto:justin.leese@ogi.wales">justin.leese@ogi.wales</a>
4th Escalation	Chief Executive Officer	<a href="mailto:ben.allwright@ogi.wales">ben.allwright@ogi.wales</a>

## 5. Compensation

#### 5.1. Service Charge Credits

- 5.1.1. Subject to the exclusions in Section 6 below, should Ogi fail to meet the service levels as set out in sections 3.2.2 and 3.3.3 above then the customer will receive £25 credit against the service charge, for each month in which service levels were not met.
- 5.1.2. All service charge credits will be raised in respect of the service charge for the affected product or service.
- 5.1.3. Claims for Service Charge Credits must be made within 30 days of the fault occurring, and should be accompanied by a valid fault reference number. All claims must be raised in the first instance to our customer services department: **029 2002 2333** or to [business.care@ogi.wales](mailto:business.care@ogi.wales) Only one claim may be made in respect of any single fault reference.
- 5.1.4. Total Service Charge Credits claimed in any month shall not in any circumstances exceed the total monthly service charge for the affected service.

#### 5.2. Method of Compensation

- 5.2.1. Compensation payable under the terms of this SLA will be allowed only if the client notifies Ogi as detailed above.
- 5.2.2. Subject to the exclusions detailed in section 6 below, Service Charge Credits will be made against the next invoice following confirmation of the acceptance of a claim as defined in 5.1 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, Ogi 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 4.3. above
- (d) failure is due to theft of Ogi infrastructure
- (e) failure is due to damage to Ogi infrastructure by third parties.

### 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 Section 4.1 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 Ogi in relation to the service
- (e) through no fault of its own Ogi 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 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 Ogi in accordance with the contract conditions.

6.2.2. Where, in any particular instance, the Customer and Ogi agree a different timescale for the performance of a Service Level as described in this agreement, that Service Level and any associated compensation will not apply in relation to that instance only.