

# Ogi Dedicated Line and Ogi Dedicated Offnet Line Service Level Agreement

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## 1. Service Description

### 1.1 Service Outline

This Service Level Agreement applies to the Ogi network connectivity services listed below.

### 1.2 Products

This SLA applies to the following products:

- Fibre based Dedicated Lines provided wholly on the Ogi Network
- Fibre based Dedicated Lines provided by third party suppliers.

### 1.3 Scope

- 1.3.1 The Service Levels set out in this document are targets only and Ogi has no liability for a failure to meet them beyond the compensation detailed in this document.
- 1.3.2 If Ogi 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 Ogi'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

### 2.1 Provisioning/Installation

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

## 3. Performance

### 3.1 Provisioning / Installation

- 3.1.1 Ogi will aim to meet the following commitments on notification:
- Within 1 working day of receiving the order, confirm order receipt and allocate a unique order reference number
  - 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
  - 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 Ogi agrees to install the Service by midnight on the Contractual Delivery Date (CDD).
- 3.1.3 If Ogi 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 Ogi 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: [business.care@ogi.wales](mailto:business.care@ogi.wales) or
- (b) Telephone, to the Business Service Desk on **029 2002 2333**.

### 3.2 Service Availability

3.2.1 Ogi 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 Ogi Core Network or that of our third party suppliers
- (b) Circuit Speed - the throughput of the link will be c. 95% of the headline speed allowing for TCP/IP overheads
- (c) Internet Availability (where applicable) – connectivity between the Ogi Network and the Core Networks of Ogi's upstream providers.

### 3.3 Repairs

3.3.1 If there is a service outage, based on Ogi's data, Ogi 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 Ogi within two business days of experiencing the outage, by telephone to Ogi on **029 2002 2333**. Ogi 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: [business.care@ogi.wales](mailto:business.care@ogi.wales) quoting the relevant Incident Number.

### 3.4 Network Latency

3.4.1 Ogi agrees to provide the Service with target latency of 20 milliseconds or less.

3.4.2 Latency will be determined by Ogi as measured from our core network 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 Ogi by telephone to **029 2002 2333** or [business.care@ogi.wales](mailto:business.care@ogi.wales).

### 3.5 Network Jitter

3.5.1 Ogi agrees to provide the Service with target jitter of 3 milliseconds or less.

3.5.2 All suspected network jitter issues should be reported in the first instance to Ogi by telephone to **029 2002 2333** or [business.care@ogi.wales](mailto:business.care@ogi.wales).

## 4. Service Operation

### 4.1 Monitoring

4.1.1 Ogi will monitor and log the availability of and performance of the circuit and Internet Connections on a 24/7 basis. Ogi will make performance statistics available 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 Ogi by contacting the Business Service Desk via telephone on **029 2002 2333**, or via email to [business.care@ogi.wales](mailto:business.care@ogi.wales). This will raise a unique Incident Number. Following this Ogi will use reasonable endeavours to resolve the issue without undue delay. Outside of Standard Business Hours faults should be reported by telephone exclusively.

4.2.3 The Ogi Business Service Desk have a specific SLA in place for helpdesk services. Please refer to **Ogi Support Services SLA**.

### 4.3 Configuration/Change Management

4.3.1 Configuration management is based on Standard Business Hours of 08:00-18:00 Monday-Friday excluding Public Holidays.

4.3.2 All requests for changes to the service configuration should be made in the first instance to the Ogi Business Services Desk by either telephone to **029 2002 2333** or by email 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.

In addition to this SLA, the following are indicative lead times for configuration changes:

|  |                 |
|--|-----------------|
| Modifications to Reverse DNS Zone  | 1 Business Day  |
| Requests for flexing bandwidth on a bearer (where possible and subject to charges – please see the pricing schedule for options and pricing) | 5 Business Days |
| Requests for additional IP address allocation (Subject to approval and additional charges)   | 5 Days          |

Please see appendix for further SLAs specific to Offnet Services.

### 4.4 Planned Maintenance

4.4.1 Planned Maintenance refers to planned engineering works/network modifications carried out within Ogi's control.

4.4.2 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.

4.4.3 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 Ogi will attempt to reach a reasonable agreement on such deferment.

4.4.5 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.

4.4.6 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.

#### 4.5 Escalation

4.5.1 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 Method of Compensation

5.1.1 Compensation payable under the terms of this SLA will be allowed only if the client notifies Ogi 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, Ogi is unable to gain the necessary permissions or consents required in connection with a particular Service Level
- (b) failure is due to a Force Majeure event
- (c) failure is due to a planned or Emergency service interruption as detailed in section 4.4 above
- (d) failure is due to vandalism 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 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 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 and Ogi 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 Ogi in accordance with the contract conditions.

## 7. Appendix 1 SLAs

### Ordering (Third Party Suppliers – Gamma)

All timelines are from receipt of a fully validated order from the Channel partner via the Gamma portal. Timelines exclude any activity that requires site survey, non-gold addresses or installations that require additional line plant. Timelines are subject to supplier engineer availability, failure to meet the guidelines below will not result in any financial compensation. All timelines are in business days.

| Product           | Order or Change Type                         | Target Provisioning Timeline   |
|-------------------|--|--|
| Ethernet (remote) | 100Mb Fibre Ethernet (BT Wholesale supplied) | Within 60 days after the acceptance of a Customer Requirements Form and Order Form |
| Ethernet (remote) | 100Mb Fibre Ethernet (Virgin Media supplied) | Within 80 days after the acceptance of a Customer Requirements Form and Order Form |
| Ethernet (remote) | 1Gb Fibre Ethernet (BT Wholesale supplied)   | Within 80 days after the acceptance of a Customer Requirements Form and Order Form |
| Ethernet (remote) | 1Gb Fibre Ethernet (Virgin Media supplied)   | Within 90 days after the acceptance of a Customer Requirements Form and Order Form |

### Faults (Third Party Suppliers – Gamma)

All resolution timescales are based on delivery of either full resolution or workaround, and any issue requiring significant product development will follow service request principles. For faults that Gamma need to hand off to external suppliers, the following SLAs may not apply, although the target resolution timeline will still be our aim. Failure to meet the guidelines below will not result in any financial compensation. All timelines are in working days, unless otherwise stated.

| Product           | Priority / Care Level                        | Target Resolution Time  |
|-------------------|--|---|
| Ethernet (Remote) | Fibre Ethernet - all (10, 100 and 1,000Mbps) | For Priority 1 faults 6 clock hours* (from a validated fault)                                   |
| Ethernet (Remote) | Fibre Ethernet - all (10, 100 and 1,000Mbps) | For Priority 2 faults Gamma will resolve the fault within 1 working day from a validated fault  |
| Ethernet (Remote) | Fibre Ethernet - all (10, 100 and 1,000Mbps) | For Priority 3 faults Gamma will resolve the fault within 3 working days from a validated fault |

\*Clock hours are calculated and are defined as the time between the Start Time and Stop Time, excluding Parked Time.

- Start Time: the time a fault has been validated and categorised as a Priority 1 fault
- Stop Time: the time a fault has been cleared
- Parked Time: the time during which the clearance of a fault is outside of Gamma's control.