

Leased Line Service Levels



2 Circles

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1. Definitions

1.1 In this document, the following words have the following meanings:

- (a) **Business Day** means Mondays to Fridays, excluding bank holidays and public holidays in England.
- (b) **Normal Business Hours** means 09.00 am to 5.30 pm on Business Days.
- (c) **Service Levels** means the Customer Circuit Uptime Service Level and the Customer Circuit Repair Service Level, (and **Service Level** shall mean any of them, as the context requires).
- (d) **Customer Circuit Uptime Service Level** has the meaning set out in paragraph 3.1.
- (e) **Customer Circuit Repair Service Level** has the meaning set out in paragraph 4.1.
- (f) Other capitalised words have the meaning given to them in the Contract between you and us.

2. Applicable Services

2.1 The Service Levels set out in this document apply to Leased Lines, meaning a dedicated, fixed-bandwidth, symmetrical data connection, utilising either Ethernet, EFM, EoFTTC, or Private Line (each as defined in the Contract between us).

2.2 This Service Level sets out the level of service that we aim to provide to you in relation to Leased Lines and the remedies that are available to you if we do not.

3. Leased Line Customer Circuit availability

3.1 We aim to provide 99.5% Leased Line Customer Circuit uptime service availability level (**Customer Circuit Uptime Service Level**) in respect of Leased Lines (by **Customer Circuit** we mean the part of the circuit between our (or our supplier's) network and the network terminating equipment or managed router (as the case may be) at your premises).

3.2 A Leased Line Customer Circuit shall be considered as unavailable only:

- (a) during periods of unplanned Maintenance in accordance with paragraph 8.2 below; and
- (b) where you submit to us:
 - (i) three date and time stamped ICMP traceroutes, taken from your LAN at least one hour apart, within a four hour window, which show the unavailability of the Leased Line Customer Circuit; and

- (ii) details of the date, time and telephone number or email address to which you reported the fault, and the telephone number or email address from which you reported the fault.

3.3 For the avoidance of doubt, Leased Line Customer Circuits shall not be considered as "unavailable" during Maintenance Events as described in paragraph 8.1 below, Customer-caused outages or disruptions, or outages or disruptions attributable in whole or in part to Force Majeure Events within the meaning of clause 15 of the Contract.

3.4 The Customer Circuit Uptime Service Level shall not apply to:

- (a) Problems caused by power disruption at your premises; or
- (b) Problems caused by any of your equipment or cabling; or
- (c) If you have a circuit backup service (for example, ISDN / ADSL) not provided by us; or
- (d) If you have alternate/bonded leased lines; or
- (e) If you are using equipment not supplied by us.

4. Leased Line Customer Circuit repair time

4.1 Where a Leased Line Customer Circuit (as defined in paragraph 3.1 above) was ordered by us, we aim to restore the availability of a Leased Line Customer Circuit within seven hours of you reporting the unavailability to us (**Customer Circuit Repair Service Level**).

4.2 We shall be considered not to have met the Customer Circuit Repair Service Level where you submit to us details of the date, time and telephone number or email address to which you reported the unavailability, and the telephone number or email address from which you reported the unavailability, and there is a delay of greater than seven hours between this time and the time that availability is restored.

4.3 The Customer Circuit Service Level shall not apply to:

- (a) Problems caused by power disruption at your premises; or
- (b) Problems caused by your router or cabling.

5. Leased Line latency

5.1 We aim to ensure that there will be no more than an average of 50 milliseconds latency between any two routers on the network-side of a Leased Line, measured over a one-hour period, but we do not guarantee that latency will not exceed this threshold.

6. 2 Circles Support Performance

6.1 We aim to ensure that we contact you regarding faults or performance issues (each a **Fault**) within one hour of you reporting them to us, but we do not guarantee that we will always be able to contact you within such timeframe.

7. Service Credits

7.1 Subject to paragraphs 7.2 and 7.3 below, if we fail to meet any of the Service Levels set out above, we shall credit your account with us as follows (each a **Service Credit**):

- (a) *Customer Circuit Uptime Service Level failure*: For each 1% of lack of availability, a sum equal to one day of the Charges payable for the affected Leased Line;
- (b) *Customer Circuit Repair Service Level failure*: For unavailable Leased Lines that are not restored to availability within seven hours, a sum equal to the following number of days' of the Charges payable for the affected Leased Line:
 - (i) Availability restored in 7-9 hours: 1 day;
 - (ii) Availability restored in 9-13 hours: 1.5 days;
 - (iii) Availability restored in 13-17 hours: 2 days;
 - (iv) Availability restored in 17-24 hours: 2.5 days;
 - (v) Availability restored in 24+ hours: 3 days.

7.2 The Service Credits set out in paragraphs 7.1(a) and (b) are alternatives and only one of them can be claimed in any 30-day period.

7.3 A Service Credit shall not be payable by us unless you request it, and such request is received by us (together with the information referred to above), within 10 Business Days of the end of the calendar month in respect of which the relevant Service Level was not met. The maximum Service Credit allowable in respect of a given month is limited to 20% of the total monthly Charges payable for the affected Leased Line(s) that month.

7.4 You acknowledge and agree that the terms of set out in this documents relating to Service Levels and Service Credits do not operate by way of penalty and constitute a genuine attempt to pre-estimate loss.

8. Scheduled maintenance

8.1 Maintenance work that may require the interruption of the Leased Lines (**Maintenance Events**) shall not normally be performed during Normal Business Hours. We may interrupt Leased Lines outside Normal Business Hours for maintenance provided that we have given you at least one day's advance notice.

8.2 Any Maintenance Events that occur during Normal Business Hours, or that occur with less notice than required by paragraph 8.1, and which were not requested by the you, shall be considered downtime for the purpose of Service Level measurement, unless not undertaking the Maintenance Event would have resulted in a failure to meet a Service Level.

9. Denial of service attacks

9.1 Service Levels shall not apply, and Service Credits shall not be payable, in relation to any issues arising from a denial of service attack.

10. Remedies

10.1 The Service Credits set out in this Service Level are your sole remedy in relation to any failure by us to meet a Service Level.

10.2 Any Service Credits due from us to you as a result of our failure to meet a Service Level will be credited to your account with us, subject to:

- (a) you claiming such Service Credits in accordance with the requirements set out above and you otherwise complying with your obligations set out in the Contract between us and in this document; and
- (b) a limit for Service Credit claims of equal to the equivalent of 10 days' Charges for the affected Leased Line(s) in any 30-day period and 30 days' Charges for the affected Leased Line(s) in any 12-month period.

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