

# Cloud & Data Service Guide

Product Annex v201701

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## 1.0 Introduction

Thank you for your recent Order with SCC and we look forward to providing this service to you and delivering an excellent customer experience. We are committed to continually improving our Services and look forward to receiving any feedback on the performance or quality of your interaction with SCC.

This document outlines key details about your service including product detail, installation details through to support and service credits. This document is updated regularly so please ensure you log into <http://www.scc.com/telecoms-standard-terms-and-conditions/> for the latest version.

This document will form part of your Contract with SCC (following acceptance of your Order by SCC) for the provision of the SCC Service, as further detailed in the Master Services Agreement. This document uses a number of words and expressions whose meaning are defined Section 11 of this document. Further definitions used in this document are found in the Clause 19 of the Master Services Agreement.

## 2.0 General Details

This Service Guide covers cloud Services such as PWAN, hosting, security, CORE and Wireless 3G and 4G.

## 3.0 Product Description

### 3.1 PWAN

PWAN is a private network. Each PWAN sits on its own dedicated core router and firewall and all remote connections terminate directly into the PWAN core rather than onto SCC's own core network. Due to the private nature of the PWAN Customer can dictate the local IP addressing to be used across the PWAN.

SCC will provide and manage the PWAN core router and firewall on behalf of Customer. Customer shall not be permitted access to the configuration of the PWAN core router or firewall. When Customer stops using the PWAN, and has no connections terminating into it, ownership of the PWAN core router and firewall will remain with SCC.

### 3.2 Hosting – Cloud Services

#### 3.2.1 Not Used

#### 3.2.2 Cloud Interconnect

Provides connectivity between SCC's Core Network and a public cloud provider demarcation point via a Fibre interconnect. This Service includes Microsoft Office 365, Microsoft Azure and Amazon Web Services 'AWS'. As standard SCC provision each service over two separate interconnects to the cloud provider. A standard SLA of 99.9% is offered for all Cloud Interconnect Services.

#### 3.2.3 Cloud Services

Deliver a catalogue of cloud based compute and storage based on a consumption model allowing the Customer to host Services in an enterprise datacentre environment without the large capital costs usually associated with such environments. The compute Services component of Cloud Services are built on a standardised networking model (with optional components), onto which the Customer can provision a range of virtual or physical servers.

The Customer then has the option of adding backup, monitoring or management Services. Networking and storage Services are available as standalone offerings to servers outside of the available compute Services component of Cloud Services. Cloud Virtual Infrastructure: means a hosting service where the Customer is provided with one or more resilient Virtual Machine instances on SCC's multi-tenant cloud platform.

Cloud Virtual Infrastructure provides four dedicated Customer VLANs and a dedicated virtual firewall instance to connect to the virtual machines. Network connectivity to/from any Cloud Virtual Infrastructure to any external network connectivity outlined in the Technical Specification attached to the Order. Unless otherwise stated in the Technical Specification or the Order the Cloud Virtual Infrastructure Service availability will be provided to a 99.99% uptime Service level, measured monthly.

SCC reserves the right to disable or remove Cloud Services that can be proven to cause a risk to the security or availability of the Cloud Virtual Infrastructure. Customer is not provided console access to any networking equipment required to deliver the Cloud Service. Cloud Service will include destruction of any Customer data upon cessation of Service in line with SCC's standard data retention and destruction policies.

Where SCC identifies that the processor utilisation is operating above 95% for more than one contiguous hour, or more than 80% over a 24 hour period, Customer shall take the necessary actions to reduce the utilisation below this threshold as soon as practically possible. Customer is responsible for Installation, maintenance and management as the case may be of the operating systems, applications and data which reside the Virtual Machine instances provisioned on the Virtual Infrastructure, except where covered by any server management Services taken by Customer from SCC. Customer is responsible for Administration, management and control of user access to the applications and/or data which reside the Virtual Machine instances provisioned on the Cloud Virtual Infrastructure, except where covered by any server management Services taken. The Customer is not permitted to utilise any disk defragmentation, optimisation or performance monitoring tools without prior agreement from SCC.

SCC is not responsible for the content or integrity of data stored by the Customer on the Cloud Virtual Infrastructure. SCC is not responsible for backup and restoration of the Customers operating systems, applications and data on the Cloud Virtual Infrastructure. Such activities will be the subject of the Cloud Backup Service if such service is procured by the Customer.

A storage area network (SAN) Service where the Customer is provided with one or more storage volumes on SCC owned and managed hardware located at one of SCC's datacentres. This specific Service provides available, scalable, enterprise storage. Based on storage volumes presented from a shared storage platform and fabric. Available in three options: Tier 1 – High performance Service, ideal for heavy workload; Tier 2 – Standard Service, suitable for most workloads; Tier 3 – Economy Service, ideal for bulk storage and archiving. Providing expansion capabilities from initial volume sizes. Providing the capability for replication to a second SCC datacentre.

### 3.2.4 Domains

The minimum term for the domain name Service is 24-months for all .uk domains and 12-months for all other domains. Domain names will be automatically renewed in advance. The Customer is responsible for cancelling a domain name with at least 1-months' notice prior to the domain name being up for renewal.

### 3.3 Security - Email

SCC provides a co-managed service using Mimecast to provide email scanning prior to entering into the Customer's network. This service is fully customisable and will be setup and maintained by SCC, however the Customer will need to provide regular input into the success of the system and any further changes that need to be made to make it effective in blocking SPAM and Viruses.

SCC makes no warranty or guarantee as to the effectiveness of the platform and cannot be held liable for any data loss or impact to the Customer's network by using this service.

### 3.4 Security - Firewall

SCC will provide the Firewall and configure it to the Customers requirement prior to shipment. Sometimes further configuration is required once the Firewall has been installed and further time and support needs to be provided by the Customer to SCC to continue and complete this work.

Further changes to the device and ongoing support is detailed in the 'Remote Management' section of this document.

### 3.5 WiFi

SCC will co-manage WiFi hotspots through the Meraki cloud management tool. As the service is co-managed SCC cannot be held responsible for configuration changes that result in a loss of service. SCC will lease hardware as part of the service. The hardware remains the property of SCC and has to be returned in as new condition following the end of the agreement. Failure to do so may result in a charge per device based on current manufacturer list value. Replacement hardware following a fault will be provided as quickly as possible but no guarantee can be made on timescale due to limited stock levels. Spare devices are highly recommended for high-uptime environments. Changes to configuration will be supported during working hours.

### 3.6 CORE

SCC will build for the Customer a core network within SCC's data centre to provide dedicated and segregated network capable of terminating Layer-2 and Layer-3 Services. These Services can be provided by SCC or an alternative 3<sup>rd</sup> Party. Due to the complexities and limitless configuration options available the specification and delivery expectations should be outlined in the scope of works attached to the Order.

### 3.7 Wireless 3G and 4G

3G wireless 3rd Generation Wireless Data communication. 3G/4G Service is delivered sim only or as part of a managed service such as PureFluid, ADVANCE or standalone applications. Committed Data Rate (CDR) is made across all Sims under the same account. 3G/4G is not subject to the SLA payments.

SCC will provide the 3G/4G sim card and any peripheral devices required at the expense of the customer. Customer can only use equipment compatible with the specific Carrier's network. Customer shall ensure that sim cards are only used with the Customers' authorisation and shall;

- inform SCC immediately if a sim card is lost, stolen or damaged; and
- return sim cards to SCC after they have been disabled from use on the Network at SCC's request.

- Once a sim card has been deactivated it cannot be reactivated.

If Customer has used more than the committed data rate (CDR) as given at the beginning of the Contract, then a charge of 14 pence per MB will be made if no rate is specified on the Order for the service.

### 3.8 Solarwinds

SCC does not warrant providing a fault free service and takes no responsibility for the monitoring tool failing to report correctly (without prejudice to the SLA). SCC provides each customer installation with a dedicated licence. The customer does not own the software. Solarwinds is delivered as a service to the customer.

### 3.9 Remote Configuration

Remote Configuration out of office hours is possible and needs to be booked through a SCC Account Manager. This service has an additional charge based on the time period booked. All work needs to be pre-agreed prior to being carried out.

SCC reserves the right, due to staff availability or similar, to not accept a customer specified date for carrying out Remote Configuration. SCC shall use reasonable endeavours to carry out any scheduled Service in accordance with any agreed Order, target or specification but for the avoidance of doubt, there are no guarantees or SLA relating to this Service and SCC shall not, having used reasonable endeavours, be responsible if scheduled Service is not carried out of.

Pricing for work is outlined in two separate bands:

- Working Day: 8am – 7 pm, no charge
- Working Day: 7pm – 10pm, Band 1
- Working Day: 10pm-8am, Band 2
- Non Working Day: 9am – 6pm, Band 1
- Non Working Day: 6pm – 9am, Band 2
- Band 1 is £190 per hour or part
- Band 2 is £320 per hour or part

Should there be overrun of allotted time allocation the Customer, with agreement by the SCC engineer, will be able to extend following agreement to additional charges.

The Customer will be charged for scheduled work irrespective of whether the work has or has not taken place. On-site configuration at either a Datacentre or Customer Site is subject to additional pre-agreed travel and time costs.

## 4.0 Orders

SCC may accept each Order in its discretion and may require Customer to provide satisfactory financial and credit information before acceptance.

An Order is treated (by this Agreement) as accepted by SCC when SCC notifies the Customer in writing (including by email) that (a) a date has been set for the conduct of a site survey or (b) a date has been set for Activation of any part of the Services or for the installation of any equipment or part necessary for Activation of the Services or (c) the Order has been accepted by SCC. SCC will issue such notification by an email to the Customer onsite contact and the technical contact stated on the Order. The date of such notification shall be referred to in this Agreement as the "Order Committed Date".

## 4.1 Charges

For 95th percentile billing SCC shall measure the bandwidth throughout on a 5 minute average, taking the highest of the download or upload value. The top 5% of values in the billing calendar month shall be discarded, leaving the value of the 95% as the data usage rate, in Mb/s, for the month. Where the 95% value exceeds the committed data rate then the difference between the committed and 95% usage rates shall be charged at the overage rate. Where no overage rate is specified on the Order this shall be £50 per Mb/s

## 5.0 Activating the Service

If Customer requires a public static IPv4 address Customer shall specify this in the Order. If Customer fails to specify this requirement, it will receive at completion of the Order either a dynamic or a static address at SCC's discretion. If Customer requires more than two (2) useable static IPv4 addresses Customer shall complete the IP justification form. The allocation of public IPv4 addresses shall be at SCC's sole discretion and capped on a per-Service basis.

## 6.0 Provision of the Service

These Services are remotely activated or hosted within the SCC core network meaning a customer engineer is not required at site.

### 6.1 Good to Know

For public cloud interconnects there are a number of Services available. For AWS (Amazon Web Services) the Customer needs to setup an account with AWS. AWS offer two variants, private or public cloud.

For Microsoft Azure Customers they need to provide SCC with the Key provided by Microsoft when the account is setup. Microsoft offer a wide spectrum of cloud variants, including Private and Public. It is important that these options are discussed and understood prior to Ordering a public cloud interconnect.

### 6.3 How SCC will communicate to you

SCC will notify once the Order is placed and once we have the Activation or installation date. SCC will again contact you the day prior to the installation, to remind you of the installation and to ensure everything is in Order. Finally SCC will notify you once the service is active, typically the day after the installation date.

### 6.4 Sync Rates

These vary for 3G and 4G Services depending on location, cell density and number of users in a particular area. Speeds can range, and continuously, from less than 1 Mb/s to over 100 Mb/s, in the case of 4G. It is therefore not recommended to install any Services in basement communication rooms. If this is required Cisco provide a range of aerial extension kits for their routers.

### 6.5 Service Technology

SCC may at any time vary or alter the equipment or other technology used in the delivery of the Services provided that such variations or alterations shall not be materially detrimental or disruptive to the performance capability of the Services.

## 6.6 Installation Service

The Services are activated remotely so no installation is required on site. Hardware that is required to make the service work, such as a Firewall or WiFi hotspot will be shipped to site ready for the Customer to connect. The Customer should notify SCC so the configuration can be checked remotely.

## 6.7 Activation Lead-Time

SCC shall use its reasonable endeavours to provide the Service within the following lead times. Lead-times run from the Order Committed Date.

PWAN – 30 working days

Hosting – Cloud Services – 10 working days when on-net

Security - Email – 10 working days

Security - Firewall – 10 working days

WiFi – 10 working days

CORE – 30 working days

Wireless 3G and 4G – 5 working days

The lead times are target lead time and SCC shall not guarantee they will be achieved. Further, SCC reserves the right to change these lead times if new work and/or third party consents are required. SCC shall not be liable in contract, tort (including negligence) or otherwise for a failure to meet such timeframes, provided that SCC has discharged its obligation to use reasonable endeavours to achieve lead times.

## 7.0 Service Equipment and Remote Management

The Customer shall ensure that all Service Equipment is connected to the Network and used in accordance with any relevant standards and, in addition, the following standards in the Order of precedence below:

- any legal requirements imposed on the parties including those arising from General Condition 2 set out under section 45 of the Communications Act 2003;
- any relevant specification notified by Ofcom in implementation of the recommendations of the Network Interoperability Consultative Committee;
- any relevant recommendations by the European Telecommunications Standards Institute; and
- any relevant recommendations by the Telecommunications Standards Bureau of the International Telecommunications Union.

Where remote management of the CPE (Client Premise Equipment) transfers to Customer on cessation of the Service, SCC will, at Customer's request (sent to [Telecoms@scc.com](mailto:Telecoms@scc.com) prior to the termination date), reset the CPE to factory default settings so as to provide Customer with management access to the device. A request to reset the CPE after this date will require the return of the CPE to SCC and collection, each at Customer's expense.

Remote Management (where specified in the Order Form) is provided as standard with Cisco, Juniper and Meraki hardware, to support configuration changes. SCC will endeavour to make changes within 4 Working Hours of notice.

These include, but are not limited to the following change requests:

- Basic Configuration requests;
- Change requests for access lists and NAT rules;



- Requests for setting up 1st dial-in VPN;
- Requests to add or remove VPN users or changing security settings.

Basic Configuration requests are requests that can be completed within 1 hour. For the avoidance of doubt, change requests and SCC's obligations in relation to such change requests are subject to and conditional on Customer's compliance with the Acceptable Usage Policy.

Advance Configuration (which shall mean more than 1 hour configuration), advance routing and additional site-to-site VPNs will be subject to consultation with an engineer and checked by a supervisor. SCC will aim to complete this within 10 Working Hours. Out of hour Configuration can be arranged at an additional cost.

All Customer requests for changes to hardware configuration must be made via email even if a support ticket is also raised by the phone system. Should the Customer not provide all the necessary information required to carry out a change then a request for further details will be provided within the stated 10 Working Hour time period. The clock will restart when all required information has been provided. SCC may refuse such request in the event that it reasonably believes that such request may result in loss of or disruption to the Service or Network.

4 Hour Hardware Replacement warranty is available as an option on the Service Equipment. This warranty provides onsite replacement of the hardware with a like for like replacement within 4 hours (the 4 hour period being the period up to delivery of the hardware at Customer's premises) of it being diagnosed as faulty. The Customer acknowledges that this time period does not take into account or include the diagnostic period necessary to determine whether the hardware is faulty following the raising of a support ticket and excludes any time taken to install and commission the hardware. Where this option has been taken by the Customer, SCC shall use its commercial endeavours to meet the 4 hour response target and the service credits specified in Schedule 3 shall apply in the event of SCC's failure to meet this response target. Where this option has not been taken by the Customer, SCC shall use reasonable endeavours to repair or replace with a like for like replacement within the next business day of it being diagnosed.

SCC will have no liability to the Customer relating to the provision or performance of any Services affected by the any failure by Customer to comply with any obligations outlined in this Product Annex.

## 8.0 Termination or Migration

Following the expiry of the Initial Term of any Contract, either SCC or Customer may terminate that Contract by not less than one (1) months' written notice, such notice to take effect at the end of the Initial Term or the same day in any subsequent month. If Customer upgrades the bandwidth of the Services at any time during the final 12 months' of the Initial Term or after the Initial Term, the Contract for such Services shall be automatically extended by the Initial Term period again.

Cancellations must be effected by the Customer by notifying SCC in writing to [telecoms.cease@scc.com](mailto:telecoms.cease@scc.com). Notification via telephone or by email to any other address will not be accepted.

## 9.0 Support and Fault Finding

Customer shall report all faults to SCC's support team. SCC will respond and resolve each fault in accordance with the Service Level Agreement.

To report a fault Customer must email [Telecoms@scc.com](mailto:Telecoms@scc.com) or call +44 121 281 8621. Urgent faults (being any loss of Service or any fault that prevents Customer from conducting its business) must be reported by telephone for the quickest response time. Faults cannot be raised via another department.

SCC shall allocate each reported fault a fault reference number, which must be used by Customer in all further dealings concerning that fault.

SCC's support engineers will diagnose the fault remotely. Customer shall carry out all checks requested by SCC to help diagnose and resolve a fault, including but not limited to first line checks, such as checking hardware or software status - power, carrier, testing with new cabling and filters as necessary and rebooting site equipment. Additional checks, such as plugging a PC or laptop directly into the NTE may be necessary.

Customer shall provide all assistance and information and carry out all checks requested by SCC promptly and in accordance with SCC's reasonable instructions.

As part of the diagnosis, SCC may require Customer to replace the CPE and NTE. In such case, the following shall apply:

- If SCC originally provided this equipment and it is still within Warranty, SCC will ship out replacement parts to test with by Next Business Day courier, providing the fault is identified by 3 pm. Replacement hardware for faults identified after 3 pm may not arrive until the subsequent business day;
- When hardware provided by SCC is outside the manufacturer's warranty SCC will still offer to ship replacement parts, provided that Customer pays the cost of replacement;
- When hardware is loaned to Customer by SCC for the purposes of diagnostics SCC shall immediately invoice Customer for the hardware, shipping and configuration. Customer agrees and undertakes to make the loaned hardware, or the original faulty hardware, available to SCC for collection (in a resalable 'as new' condition) at a time agreed with SCC within ten (10) calendar days. Upon receipt by SCC of the returned hardware as described, SCC will issue a credit note for the invoice. If SCC does not receive the hardware back within this time period the invoice shall become immediately payable; and
- Customer shall ensure that hardware made available for collection at Customer's offices in its original packaging (or packaging provided by SCC). If not made available, SCC may charge Customer the full cost of replacement at list price at that time.

In the event that no clear path to resolution of a fault has been identified using the above fault reporting and resolution procedures, the Customer may escalate the fault in accordance with the matrix set out below in which event both parties will follow the escalation matrix procedure. However, if the fault is escalated in accordance with this matrix, this shall not for the avoidance of doubt prevent the Supplier from carrying out its

own internal diagnostic and escalation procedures. The escalation to the next step will only occur when the response time to each escalation level has not been met. This time is inclusive from first contact.

Technical Support Escalation Matrix				
Level	Availability	Contact		Time to Respond
1	24/7	Technical Support	+44 121 281 8621 <a href="mailto:Telecoms@scc.com">Telecoms@scc.com</a>	Initial Contact
2	09:00 – 18:00	Support Escalation	<a href="mailto:Telecoms.escalations@scc.com">Telecoms.escalations@scc.com</a> On request via Level 1	1 hour
	24/7	On-call Escalation	On request via Level 1	2 hours
3	09:00 – 18:00	Network Support	On request via Level 2	4 hours
4	09:00 – 18:00	Support Team Manager	On request via Level 3	6 hours
<ul style="list-style-type: none"> <li>• Applicable when no CPTR (Clear Path To Resolution) has been identified.</li> <li>• Supplier escalation operates independent from the above which is managed by SCC.</li> <li>• Progress through each level is dependent on the Service Level Agreement (excluding non-SCC time) being breached at the previous stage by the Time to Respond time outlined above.</li> </ul>				

## 10.0 Service Level Agreement and Service Credits

SCC shall, in the performance of the Services, use all reasonable endeavours to meet or exceed the Service Levels.

In the event that the Customer elects to purchase SLA+ (which provides enhanced Service Levels) for any specific Service, this shall be specified for the relevant Service at the time of Order.

Without diminishing any other obligations of SCC, SCC agrees to use its reasonable endeavours to respond to the Customer within 30 minutes in the event of any issue

adversely and materially affecting the Services and/or the Core Network (excluding Carrier specific issues) being raised by the Customer.

SCC shall review the Service Levels achieved for each Month and report to the Customer summarising SCC support levels and any Service Credits owed Customer. Such report shall be sent out following the end of each Month.

SCC will provide a telephone support system available 24 hours of the day and every day without exception. All support calls will be investigated within 2 hours from receipt of the call, save where the applicable Service Level Agreement specifies a different response time in which case the support calls will be responded to by SCC in accordance with such Service Level Agreement.

SCC shall provide Network Availability and Internet Breakout, if specified, for each circuit 99.9% of the time unless a higher percentage is specified in a Contract or the SLA under "Agreed Uptime Guarantee" (in which case that percentage shall apply). This Service Level shall be measured on a Monthly basis. In the event of any failure of this Service Level in any Month, service credits apply as set out in the Service Level Agreement.

Should the Service experience Service Failure SCC shall endeavour to repair the fault in accordance with the following target repair times 'TTR' (Target Time To Repair), each running from the time Customer notifies SCC of the fault.

If the Service is described as '1:1 contention ratio', then SCC shall ensure that the Service (whilst on the Core Network) will be uncontended at every stage of delivery, save where traffic traverses the public Internet, which cannot be controlled by SCC. SCC shall use all reasonable endeavours to ensure that the Service whilst on the rest of the Network (other than the Core Network) will be uncontended at every stage of delivery, but does not, for the avoidance of doubt, guarantee that the Service will be uncontended outside the Core Network, for example, but not limited to, in respect of Transit.

Where the Customer has not elected an enhanced hardware support package as part of the Service, SCC shall use reasonable endeavours to minimise disruption caused by faulty hardware.

*Periods of unavailability that does not count for downtime in calculating periods of Uptime and Service Level performance*

The following periods of unavailability of Service shall not be counted in calculating downtime and shall not be a Service Failure (and shall be treated as Uptime) for the purpose of the calculation of any Service Levels or service credits:

- any period prior to the relevant Service being successfully connected to the Network for the first time;
- during Scheduled Maintenance and Emergency Maintenance;
- during any period following a request by SCC to the Customer to carry out an action or provide necessary information where necessary to resolve the fault of failure, such period to be measured from the time of the written request until such request is actioned by Customer;
- any period of downtime which is caused by or results from any Force Majeure;
- any period of downtime arising from failures of CPE;
- any period of downtime following suspension

Service credits will not apply to failures of CPE unless supplied by SCC and Customer has specified in the Order the 4 hour replacement option for such hardware.

SCC shall provide Core Network Availability for all voice and data platforms 99.99% of the time. This Service Level shall be measured on a Monthly basis. In the event of any failure of this Service Level in any Month, service credits shall apply as set out in the Service Level Agreement.

### 10.1 Service Credit Calculation

The table set out below provides a summary of the Service Levels and applicable service credits applying to various Services.

In the event that SCC fails to achieve the Uptime Service Level in any Month, it shall pay a service credit equal to the Monthly Fee Rebate corresponding to the applicable Service and Service Level (SLA+ or SLA). Service credits shall be paid in the Month following the Month in which the relevant Service Level failure occurred.

Services listed with 99.99% uptime (headed "Services"): ("99.99% Services")

- In the event that Uptime for any of these Services equals or exceeds 99.99% in any Month, the Monthly Rebate Fee shall be nil.
- In the event that Uptime is less than 99.99% but equals or exceeds 99.90% in any Month, the Monthly Rebate Fee shall be 10% for SLA+ and 2% for SLA.
- In the event that Uptime is less than 99.90% but equals or exceeds 99.50% in any Month, the Monthly Rebate Fee shall be 20% for SLA+ and 5% for SLA.
- In the event that Uptime is less than 99.50% but equals or exceeds 99.00% in any Month, the Monthly Rebate Fee shall be 30% for SLA+ and 10% for SLA.
- In the event that Uptime is less than 99.00%, the Monthly Rebate Fee shall be 30% for SLA+ and 10% for SLA.

All Other Services and primary lines from failover of the above 99.9% Services:

- In the event that Uptime for any of these Services equals or exceeds 99.9% in any Month, the Monthly Rebate Fee shall be nil.
- In the event that Uptime is less than 99.90% but equals or exceeds 99.50% in any Month, the Monthly Rebate Fee shall be 5% for SLA+ and 0% for SLA.
- In the event that Uptime is less than 99.50% but equals or exceeds 99.00% in any Month, the Monthly Rebate Fee shall be 10% for SLA+ and 2% for SLA.
- In the event that Uptime is less than 99.00% but equals or exceeds 98.00% in any Month, the Monthly Rebate Fee shall be 20% for SLA+ and 5% for SLA.
- In the event that Uptime is less than 98.00% but equals or exceeds 97.00% in any Month, the Monthly Rebate Fee shall be 30% for SLA+ and 10% for SLA.
- In the event that Uptime is less than 97.00% in any Month, the Monthly Rebate Fee shall be 30% for SLA+ and 10% for SLA.

Latency/Packet Loss/Jitter Service Levels

In the event that a Latency Service Failure occurs in 3 consecutive Months or 4 Months in any 6 Month period, the Customer shall have the right to terminate the affected Service by 30 days' written notice to expire no later than 6 months from such Latency Service Failure and all Charges paid in advance for the terminated Services in respect of the period after termination shall be refunded to the Customer.

In the event that a Packet Loss Service Failure occurs in 3 consecutive Months or 4 Months in any 6 Month period, the Customer shall have the right to terminate the affected Service by 30 days' written notice to expire no later than 6 months from such Packet Loss Service Failure and all Charges paid in advance for the terminated Services in respect of the period after termination shall be refunded to the Customer.

In the event that a Jitter Service Failure occurs in 3 consecutive Months or 4 Months in any 6 Month period, the Customer shall have the right to terminate the affected Service by 30 days' written notice and all Charges paid in advance for the terminated Services in respect of the period after termination shall be refunded to the Customer.

The Customer shall carry out monitoring and measurement of the Latency, Packet Loss and Jitter for each Service to the reasonable satisfaction of SCC.

#### Wireless Service

SCC is unable to provide an SLA for Wireless 3G and 4G service provided by the carrier due to the limits of the delivery technology and external factors such as coverage, cell density, localised environmental factors. Should Customers receive poor performance they are to report it to SCC for diagnosis and alternative remedies such as alternative carriers or boosters may be offered. These may be at additional expense to the Customer. Customers are still however liable for the original SIM and associated contract for the Initial Term.

Services	Uptime	Qualification	Breach		SLA+	SLA	
			SLA	HH:MM:SS			
Hosting/Colocation	99.99%	Layer 3	99.99%	00:05:00	0%	0%	
FD Core Network		IP ping to CPE	99.90%	00:05:01	10%	2%	
				99.50%	00:43:01	20%	5%
				99.00%	03:39:01	30%	10%
All Other Services <i>also includes primary lines from failover 99.99% Services</i>	99.90%	Layer 3	99.90%	00:43:00	0%	0%	
		IP ping to CPE	99.50%	00:43:01	5%	0%	
				99.00%	03:39:01	10%	2%
				98.00%	07:18:01	20%	5%
				97.00%	14:36:01	30%	10%

**SLA+**

Latency	<40ms	Support Ticket	40ms+	Reported Fault
Packet Loss	<0.1%	Support Ticket	0.10%	Reported Fault
Jitter	<10 ms	Support Ticket	10 ms	Reported Fault
Target Time to Respond	30 mins	Support Ticket		
Target Time to Repair	5 Hours	Support Ticket		

**SLA**

Latency	<100ms	Support Ticket	100ms+	Reported Fault
Packet Loss	<5%	Support Ticket	5.00%	Reported Fault
Jitter	<10 ms	Support Ticket	10 ms	Reported Fault
Target Time to Respond	4 Hours	Support Ticket		
Target Time to Repair	5 Hours	Support Ticket		

**Datacentre**

Power	100%	Support Ticket	<100%	Reported Fault
Temperature	20-28°C	Support Ticket	>28°C	Reported Fault
Humidity	30-70%	Support Ticket	>71%	Reported Fault

The Customer may terminate a relevant Service during the applicable Initial Term with 1 months' written notice in the event that there is a breach of the applicable Service Level in 3 consecutive months or 4 times in a 6 month period. Qualifying measures (i.e. Service Levels subject to this remedy) are 99.99%, 99.9%, Latency, Packet Loss and Jitter only.

## 10.2 Claiming Service Credits

In the event that SCC fails to achieve the Service Levels in any Month and the Customer is entitled to service credits, any service credits owing to the Customer are reported by SCC in the following Month and are credited to the Customer's account against the Customer's outstanding account balance.

If the Customer disputes the service credit amount in the SCC report or (where no service credits have been credited) entitlement to service credits, the Customer shall raise a support ticket by email to [Telecoms@scc.com](mailto:Telecoms@scc.com) (quoting the support ticket number and Customer's account code) within 7 Working Days following receipt of the applicable report.

If no email is sent within this period, entitlement to dispute service credits shall cease. Customer shall not be entitled to service credits where Customer has failed to make payment of any Charges when due and those Charges remain overdue at the time the right to receive a service credit arises (unless there is a bona fide reason for withholding payment and the Customer has otherwise complied with the terms of the Contract). For the avoidance of doubt, service credits are not payable in respect of any period during which a Service is suspended.

It is technically impracticable to provide a 100% fault free Service and SCC does not warrant or undertake to do so. The parties agree:

- Where service credits are offered in relation to a Service, Customer agrees that the service credits are, paid in full and final settlement and satisfaction of SCC's liability in respect of any faults or Service Failures or any failure to meet the Service Level
- SCC's liability to pay service credits constitute Customer's sole and entire remedy for such faults or Service Failures or any failure to meet the Service Levels.

## 10.3 Customer right to terminate for a fault

In the event that there is a Serious Breach of an individual Service, the Customer shall be entitled to terminate that individual Service without charge upon one month's written notice to SCC to expire no later than 6 months from such Serious Breach and all Charges paid in advance for the terminated Services in respect of the period after termination shall be refunded to the Customer.

In the event that there is a Mass Failure, the Customer shall be entitled to terminate this Agreement and all Contracts or the applicable Service and /or Contract without charge upon one month's written notice to SCC to expire no later than 6 months from such Mass Failure and all Charges paid in advance for the terminated Services in respect of the period after termination shall be refunded to the Customer.

## 11.0 Definitions

The following words and expressions used in this Product Annex shall have the following meanings:



'3G' stands for 3rd generation mobile data network. Should 3G not be available slower 2G Services will be offered where coverage allows;

'4G' stands for 4th generation mobile data network. Should 4G not be available slower 3 or 2G Services will be offered where coverage allows;

'Agreed Uptime Guarantee' means, in relation to each Service, the target period of Uptime during each Month (expressed as a percentage of the time in the relevant Month) specified in the column of the SLA entitled 'Agreed Uptime Guarantee' or otherwise specified in any Contract;

'Bandwidth' means the rate, in bits per second, which data packets can be transferred over the Service. This is always quoted in bits per second (bps), never Bytes per second (Bps) and does not factor in packet overheads;

'Basic Management' means the provision by SCC of remote assistance and configuration changes to hardware requiring less than 1 hour of work per request;

'BT' means BT Group PLC and includes BT Retail, BT Wholesale and BT Openreach and any other sub-divisions of BT as necessary;

'Cancellation Charge' means the cancellation charges that are charged by a Carrier to SCC for cancelling an Order or Contract prior to a date notified to Customer as a "service commencement date" or proposed Activation Date;

'Cloud Services' means the product being ordered on the Order Form defining the hosted application or service;

'Cloud Virtual Infrastructure' means compute platform from which customer applications run;

'Contention' means the maximum possible reduction in throughput on a particular product. Ethernet Leased Line and EFM have a guarantee of 1:1;

'Data Usage' in relation to 3G/4G Services will be rounded to the nearest MB, where 1 MB is equal to 1,048,576 bytes. This will include download and upload combined;

'IDI Access' means International Internet access service which relates to networks outside the United Kingdom not using a SCC IP address;

'Initial Term' means the period stated on the Order or in the Product Annex. If not so stated in relation to each Service means the following periods from Activation: (i) Hosting and Cloud Services: twelve (12) calendar month; (ii) 3G and 4G Services: one (1) calendar month unless otherwise agreed;

'Latency Service Failure' means that Latency for a particular Service measured over a Month is identified by the Customer (and demonstrated to SCC's reasonable satisfaction) following the raising of a Support Ticket in response to a reported fault, to be in excess of 40ms for SLA+ or 100ms for SLA;

'Mass Failure' means a failure of the SCC Core Network to meet or exceed the Agreed Uptime Guarantee (99.99%) in 3 (three) consecutive Months or in at least 4 (four) Months of any 6 (six) Month period;

*'Master Services Agreement'* means the master services agreement entered into between SCC and Customer, pursuant to which Orders for Services can be placed by Customer and accepted by SCC.

*'Network Availability'* means the CPE, when correctly connected and configured, is able ping one of SCC's DNS servers. These are currently 89.105.96.51 and 89.105.96.52, but may be subject to change;

*'Order Committed Date'* has the meaning set out in Section 4 of this Product Annex;

*'Packet Loss'* shall mean loss of pings from the SCC CPE back to the SCC Core Network;

*'Packet Loss Service Failure'* means that Packet Loss for a particular Service measured over a Month is identified by the Customer (and demonstrated to SCC's reasonable satisfaction) following the raising of a Support Ticket in response to a reported fault, to be in excess of 0.10 % for SLA+ or 5% for SLA;

*'Serious Breach'* means, for each individual Service, a failure to meet or exceed the Agreed Uptime Guarantee in 3 (three) consecutive Months or in at least 4 (four) Months of any 6 (six) Month period;

*'Service Failure'* The Service will be considered to have failed if Customer has raised a support call and the modem, when correctly connected and configured, does not respond to Pings or SNMP polling from SCC or a BT line test indicates a fault;

*'Service Levels'* means the performance service levels set out in this Product Annex;

*'SLA'* or *'Service Level Agreement'* means the service level agreement in section 10 of this Product Annex setting out Service Levels and applicable service credits;

*'Transit'* means, in relation to the Services, when traffic or data leaves or is outside of SCC's Core Network;

*'Uptime'* means the period when there is Network Availability and (where purchased by Customer) Internet Breakout, subject to the terms of the SLA.