

DSL Service Guide

Product Annex v201701

Contents

1.0 Introduction	3
2.0 General Details	3
3.0 Product Description	3
3.1 ADSL – BURST/VOX/Standard	3
3.2 VDSL2 – PULSE/FTTC	4
3.3 FTTP	4
3.4 IDI Access	4
3.5 PureFluid/ADVANCE	5
3.6 PSTN with call barring	5
4.0 Orders	5
5.0 Activating the Service	6
6.0 Provision of the Service	6
6.1 Good to Know	6
6.2 How to make an installation successful	7
6.3 How SCC will communicate to you	7
6.4 Sync Rates	7
6.5 Service Technology	7
6.6 Installation of PSTN Phone Lines	7
6.7 Activation Lead-Time	8
7.0 Service Equipment and Remote Management	8
8.0 Termination or Migration	10
9.0 Support and Fault Finding	10
10.0 Service Level Agreement and Service Credits	12
10.1 Service Credit Calculation	13
10.2 Claiming Service Credits	16
10.3 Customer right to terminate for a fault	16
11.0 Definitions	16

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

DSL offers internet access over the existing telephone copper network (PSTN). This means a DSL order can be provisioned while another communications provider supplies voice services on the same line – hence it being “shared”. SMPF is the terminology that provides a two-wire metallic transmission path between the Network Terminating Equipment at a customer’s premises and a main distribution or jumper frame at the exchange.

3.0 Product Description

3.1 ADSL – BURST/VOX/Standard

Asymmetric DSL (ADSL) technology, operating over a BT PSTN line. It is not deployable on a PSTN line with certain products already installed. SCC normally uses the G.992.3 standard of ADSL2 and G.992.1 for fixed-rate ADSL Services. The BURST and VOX 2.0 service uses Asymmetric DSL (ADSL) technology. BURST employs the Annex-M variant of the ADSL2+ (G.992.5) standard.

BURST is capable of up to 20 Mb/s download and 2.6 Mb/s upload. VOX 2.0 of up to 2.6 Mb/s download and 2.6 Mb/s upload. The maximum speed possible will depend on the length of the telephone line and the quality of the copper.

When a line is of a very poor quality or has a very long length, it may not be possible to provide the Service.

For standard Services it is sold as a lower cost product for smaller sites or home workers not requiring the high levels of support offered by SCC. This means the following Services will not be provisioned as standard:

- BT Enhanced Care
- BT Best Endeavours
- Any bandwidth guarantees or enhancement
- SCC’s 99.9% SLA or Service Credits

3.2 VDSL2 – PULSE/FTTC

Makes use of Very High Bitrate DSL (VDSL2 G.993.2). PULSE can only be offered where an FTTC enabled street cabinet has been installed and is still subject to survey. The underlying technology is VDSL which is distance dependant so any speed quoted is an 'up to' service.

A BT router may be provided along with a SCC router for connection to the Customer's network. PULSE is also used to describe Fibre to the Premise (FTTP) technology which may be used in deployment of services.

In some circumstances, FTTC enabled cabinets can have capacity issues where the cabinet becomes full. In this instance, Openreach will often actively work to increase the capacity but if this is not an available option to them, the order will be put in to a 'waiters list' until capacity becomes available.

There is no standard lead time on waiting list orders so they can take anything from 5 days to 5 months before space may become available. In this case, Openreach will offer a free cancellation should the Customer not to wait in the waiters list. An alternative product can then be offered and decided on. FTTC can easily be checked for availability but there are sometimes rare incidents where Openreach's system does not update fully and may sometimes state that fibre is available to order when the cabinet is actually full.

3.3 FTTP

This term is used either as a blanket term for both FTTH and FTTB, or where the fibre network includes both homes and small businesses. Fibre to the premises (FTTP) is a form of fibre-optic communication delivery, in which an optical fibre is run in an optical distribution network from the central office all the way to the premises occupied by the Customer. Download speeds of up to 1Gb/s and upload speeds up to 1Gb/s are achievable.

The Fibre on Demand (FTTPoD) product does not use any hardware in the existing fibre cabinet, but is limited to FTTC areas as it relies on there being the fibre links back to an exchange and a fibre aggregation node which is located close to each FTTC cabinet. The costs of FTTP are dependent on bandings and the distance from the exchange.

3.4 IDI Access

International direct internet access provided through third party suppliers which Service does not use or connect to SCC's Core Network. The Service is delivered as a Layer-3 Service and may have different technical specification based on the specific country. These will be outlined in the Order.

The Service is provided outside of SCC's direct control meaning SLAs, Acceptable Usage Policy, Packet Loss and Jitter are unique to the Service being offered and are outlined, if available, on the Order form. Unless specified otherwise in this document, Contract or relevant Order, non-dedicated Services such as DSL or contended Services have no SLA, Packet Loss or Jitter guarantees and any stated guarantees or Service Levels are subject only to an obligation by SCC to us "all reasonable endeavours".

SCC can provide monitoring, such as Solarwinds, and VPNs on such connections back to a core UK network however this traffic will pass over the public Internet so no performance guarantees are offered.

Some countries such as China and United Arab Emirates operate local firewall controls for all Internet access in and out of the respective country. Service Provider acknowledges that SCC has no control or influence over these controls or policies and that they are applied in an all-encompassing way to prevent avoidance and can have impact on services such as VPN and VoIP.

3.5 PureFluid/ADVANCE

PureFluid is delivered using a single Cisco router with multiple WAN Interface Cards, or multiple individual Cisco WAN routers chained together. PureFluid offers aggregation of multiple individual Internet connections, presented via a single Ethernet interface with a single static IP address allocation. ADVANCE is the same but the lines operate in an active passive role with independent IP addresses.

As packets originating from single data streams are distributed across multiple Internet circuits SCC cannot guarantee that packets will always arrive in order, meaning the Service cannot be guaranteed as suitable for real-time applications such as VoIP and video conferencing. ADVANCE uses individual lines in an active/passive role making it more suitable.

PureFluid/ADVANCE hardware is provided with a next business day replacement guarantee (provided faults are diagnosed before 3pm).

3.6 PSTN with call barring

BT Business PSTN with BT Enhanced Care for use with a BURST or ADSL Service. SCC owns and maintains this PSTN line, the rental is included in the Charges from SCC so Customer will not receive a bill from BT for the PSTN installation or rental charges. It is not possible to provide or cancel either the PSTN or the DSL Service individually under this Contract.

SCC operates inbound and outbound call barring on the line. Customer accepts that voice services (including 999 and other emergency service calls) will not be available on the line.

When the Contract terminates for any reason the PSTN Service will also cease on the same date. SCC is obliged by Ofcom to allow customers to migrate a DSL Service to another supplier, however as SCC provides the PSTN as part of a single package when the DSL Ceases the PSTN will also Cease, even if Customer migrated the DSL Service away from SCC. Customer shall not connect any equipment to the BT or Talk Talk NTE, including a telephone, other than a SCC provided micro filter or Customer's own micro filter where applicable. Call barring is operated by SCC, so it is not possible to make inbound or outbound calls.

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

The Charges provided by SCC to the Customer are confidential and shall not be disclosed to any third party without SCC's written consent. Notwithstanding the foregoing, the Customer may disclose the Charges to its affiliates and contractors and as may be required by law or regulation. All Charges and any other sums due under this Agreement are exclusive of value added, sales and similar taxes of any kind, for which the Customer shall be additionally liable.

The Charges shall be invoiced:

- in advance for subscription, line rental and other recurring charges (inclusive of any inclusive usage charges); and
- in arrears for usage (excluding inclusive usage charges), connection and other non-recurring charges.

Hardware Charges shall be invoiced when supplied hardware is Ordered by the Customer from SCC. Repair Charges shall be invoiced when the work has been undertaken.

4.1.1 RPI, CPI or Other Charges

When RPI or CPI charges are issued by the Carrier, SCC reserve the right to adjust the Customer's monthly charges by the same percentage. The Carrier may also (not normally more than once in a calendar year) issue an increase to the Charges. Any increase in Charges issued by the Carrier can occur whilst the Service is still within its Initial Term. These changes will be communicated to Customers prior to these adjustments being reflected in future invoices.

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

This product is a remote activation and an engineer is not required to attend site. It has a short lead time, but in rare cases, this can be extended depending on engineer availability as an engineer is still required to attend to the exchange.

6.1 Good to Know

The main issue that a DSL order can face is incorrect routing; in cases like these an engineer will have to correct this which will delay the delivery of the Order. DSL Orders can be provisioned in numerous ways regarding different speeds and optional add-ons such as traffic elevating to improve performance. This is an up to service and the speeds you get will be affected by a number of things, including distance from the exchange and copper quality.

6.2 How to make an installation successful

On the day of activation it is important to be present if an engineer visit has been scheduled and ensure that the appointed onsite contact is available on site otherwise the appointment may fail and a charge will be raised by BT for this. Also ensure detail for the location of the installation (such as a PSTN) is provided ahead of any engineer booking.

6.3 How SCC will communicate to you

SCC will notify once the Order is placed and once we have the Activation Date 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

The Services will be provided up to the maximum Bandwidth specified on the Order. It may not always be possible to provide the Service to the maximum Bandwidth specified, and the following shall apply:

- For Fixed-Rate Services, in the event that the Service operates at less than 85% of the specified maximum Sync Rate, Customer shall be entitled to have the relevant Contract migrated to the next most appropriate speed. The Activation Date for the migrated Contract shall not change but the new Sync Rate (and Charges for such new Sync Rate) shall not be of retrospective effect and shall take effect from the date of migration. This migration of the relevant Contract to a new Sync Rate shall be Customer's sole remedy in contract, tort (including negligence) or otherwise respect of any failure prior to migration to the new Sync Rate to provide the Service at the specified maximum Sync Rate;
- For Rate-Adaptive Services, the Sync Rate is determined by the copper quality and distance from the exchange. SCC will use reasonable endeavours to estimate the maximum Sync Rate prior to Activation, but Customer accepts that these are conditions beyond SCC's control. Accordingly, SCC shall have no liability in contract, tort (including negligence) or otherwise in the event that a Rate-Adaptive Service fails to operate to Customer's expectations or estimated Bandwidth or Sync Rates

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 of PSTN Phone Lines

In relation to the provision of PSTN for xDSL services the Customer agrees to the following:

- The Customer must meet and remain with the BT Openreach engineer at all times during installation.
- BT Openreach factor in one hour of installation on site per engineer. Should this period not be sufficient to install the Service additional charges will apply for a new appointment.

- If the Openreach engineer needs to install more than 3-meters of existing cabling, additional charges will be payable and should be agreed by Customer before installation goes ahead.

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.

DSL (BURST/VOX) – 11 working days

DSL (BURST/VOX) with PSTN – 20 working days

FTTC (PULSE/VOX) – 11 working days

FTTC (PULSE/VOX) with PSTN – 20 working days

ADVANCE – 20 working days

PureFluid – 20 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.

The details of any additional charges specified are available to Customer from the Openreach engineer and in the event of additional charges applying, the Customer shall promptly elect to (i) proceed with the installation or (ii) notify the Openreach engineer before any work commences that the installation should not go ahead in which event this shall be deemed to be a termination of the Contract by the Customer in respect only of that particular line being installed. Where the Customer fails to make an election upon being notified of the additional charges, the Customer shall be deemed to have terminated the Contract in respect of that particular line being installed. In the event of such deemed termination of the Contract (that is following the Customer election in (ii) or following a failure to elect), the Customer shall not be liable to pay the charges relating to such line provided that the election to terminate was made promptly.

In the event that Customer allows installation of any Service to proceed, this shall be treated as acceptance by the Customer of the installation and these additional charges. Customer shall pay such charges on the date specified in the invoice issued by SCC.

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 GlobalAccounts.IncidentManagement@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 and Juniper hardware, not including PureFluid or ADVANCE, 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) month's written notice. Cancellations must be effected by the Customer by notifying SCC in writing to telecoms.cease@scc.com. Notification via telephone or by email to any other address will not be accepted. Such notice to take effect at the end of the Initial Term or the same day in any subsequent month.

For International Direct Internet (IDI) Services, following the expiry of the Initial Term of any Contract, either SCC or Customer may terminate that Contract for IDI Services by not less than three (3) months' written notice, such notice to take effect at the end of the Initial Term or the same day in any subsequent month.

DSL based services can be migrated to another supplier and is a Gaining Provider (GP) led process. Customer must place an order with the GP and at this point the migration process is triggered. The process will take a minimum of 10-days to complete. The GP will notify SCC of Customer's migration request. To cancel an unauthorised migration away from SCC, Customer must raise a ticket by emailing GlobalAccounts.IncidentManagement@scc.com.

Migration of a Service to another provider constitutes termination of a Contract. Customer will be billed for the remaining Initial Term along with any Activation Charges agreed when the Service was originally activated.

Customer may migrate a Service to another provider whilst still within Initial Term (provided that the Customer is the owner of the PSTN line). In the event of migration, all Charges for the full Initial Term will remain payable by Customer and the balance of any unpaid Charges at migration will be payable immediately upon migration to another provider.

9.0 Support and Fault Finding

Customer's shall report all faults to either their dedicated SCC service desk or to SCC's front line service desk. No other method of reporting faults will be accepted. SCC will respond and resolve each fault in accordance with the Service Level Agreement.

SCC's front line service desk contact details:

GlobalAccounts.IncidentManagement@scc.com

0845 351 0688

SCC or our Agents support engineers will diagnose the fault remotely. Customer shall carry out all checks requested by SCC or our Agents 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 or removing faceplate on BT NTE5 master sockets by the Customer may be necessary.

Customer shall provide all assistance and information and carry out all checks requested by SCC or our Agents promptly and in accordance with SCC's or our Agent'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 or our Agent will ship out replacement parts to test with by Next Working Day courier, providing the fault is identified by 3 pm. Replacement hardware for faults identified after 3 pm may not arrive until the subsequent Working Day;
- When hardware provided by SCC is outside the manufacturer's warranty SCC or our Agent 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 or our Agent 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 or our Agent for the purposes of collection). 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 SCC or our Agent 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	Contact	
1	Frontline Service Desk	GlobalAccounts.IncidentManagement@scc.com 0845 351 0688
2	Frontline Team Leader	George.Condurat@scc.com 0845 351 0688
3	Service Desk Operations Support Manager	Stefan.Popovici@scc.com
4	Head of UK Service Operations	George.Cernatescu@scc.com
<ul style="list-style-type: none"> • Applicable when no CPTR (Clear Path To Resolution) has been identified. • Supplier escalation operates independent from the above which is managed by SCC. • Progress through each level is dependent on the Service Level. 		

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 this 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 do 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;
- during periods of downtime of the BT Openreach service or network for reasons specified or deemed by BT Openreach from time to time to be "Matters beyond our reasonable control" or "MBORC" in accordance with any terms of BT Openreach agreed to by, or imposed upon, SCC. It is agreed that the description of MBORC made publicly available by BT Openreach shall apply which, as at the date of entry into the Contract states: "Sometimes BT Openreach may not be able to do what we have agreed because of something beyond our reasonable control, which may include: lightning, flood, severe weather, fire, explosion, terrorist activities, anything done by Government or other competent authority, or industrial disputes. There may be other reasons too. In these cases, we do not accept responsibility for not providing you with your chosen communications services";
- 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 this 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"): PureFluid, ADVANCE ("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.

For IDI Access Services

SLA depends on country of installation and technology. The Service will not offer better than a 48 hour fix as standard. Uptime guarantee of 99.5% unless otherwise stated within the Order. No service credits are provided as standard for failure to meet the uptime guarantee.

Services	Uptime	Qualification	Breach		Monthly Fee Rebate	
			SLA	HH:MM:SS	SLA+	SLA
Leased Line with Failover	99.99%	Layer 3	99.99%	00:05:00	0%	0%
PureFluid		IP ping to CPE	99.90%	00:05:01	10%	2%
ADVANCE			99.50%	00:43:01	20%	5%
Hosting/Colocation			99.00%	03:39:01	30%	10%
FD Core Network						

All Other Services	99.90%	Layer 3	99.90%	00:43:00	0%	0%
<i>also includes primary lines</i>		IP ping to CPE	99.50%	00:43:01	5%	0%
<i>from failover 99.99%</i>			99.00%	03:39:01	10%	2%
<i>Services</i>			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 (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:

'*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;

'*Contention*' means the maximum possible reduction in throughput on a particular product. VOX 0.8/1.3/BURST have a guarantee of 5:1, other VOX services have a guarantee of 1:1;

'*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) Connectivity: twelve (12) calendar months for PureFluid products; three (3) calendar months for BURST, BURST Lite, VOX 2.0/1.3/0.8, Standard and ADSL Max; twelve (12) calendar months for all PULSE products;

'*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;

'*PSTN line*' stands for public switched telephone network and is used in this instance to refer to an analogue BT telephone line;

'*Rate-Adaptive*' refers to a Service where the Bandwidth varies according to line length and copper quality conditions and can fluctuate, such as ADSL and BURST;

'*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*;

'*Sync Rate*' means the rate in bits per second (b/s) at which the Service can transmit and receive packets;

'*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.