

Ethernet 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

Ethernet based Services provide a dedicated, uncontended internet connection with the support of MPLS, VPLS and Quality of Service technologies. VLANs can be supported from the Local Area Network through to the Wide Area Network enabling advance routing, failover and prioritisation across the whole of the Customer's organisation.

Installation of Ethernet Services is fraught with civil complications and manual processes. The industry has been poor in delivering a great experience but the benefits of the service once it is installed outweighs the challenges of installation. SCC work hard to continually update and chase the process to enable on boarding new Services as quickly and as pain free as possible.

3.0 Product Description

3.1 Ethernet Leased Line

Leased lines are delivered either over copper using frame relay or fibre and presented as an Ethernet connection. SCC will provide an NTE to terminate the copper or Fibre leased line. This NTE remains the property of SCC and must be returned to SCC by recorded delivery within ten (10) Working Days of termination of the Contract at Customer's expense. If the device is not received within ten (10) Working Days, or is received in a damaged condition, SCC will invoice Customer for all costs incurred in recovery or replacement.

For VPLS, The line may only sometimes support up to a maximum of 100 MAC addresses per service (due to carrier limitations) and SCC reserves the right to suspend service if this is exceeded.

3.2 Point to Point (P2P) and Waves

Dedicated P2P lines or Waves directly connect two endpoints on the Network to each other and are delivered either over copper using frame relay or fibre. A P2P line will be presented as an Ethernet connection. A Wave will be presented as an Optical connection.

The P2P line is provided directly over the supplying Carrier's infrastructure and does not use any part of the SCC managed core WAN infrastructure. Monitoring of the P2P line will

be the responsibility of the Customer. P2P lines will be terminated by the third party Carrier at its demarcation point in the Customer/End User data centre's "meet me" room. It will be the Customer's responsibility to terminate the P2P lines on their end point devices. The Network termination Equipment will be the Carrier switching equipment in each data centre "meet me" room.

For a service impacting incident the SLA associated with the P2P line would start from when the Customer raises the incident with SCC and is accepted. This could either be through the clients own monitoring systems raised automatically and dispatched via e-mail or directly calling the SCC service desk to log an incident.

SCC will provide an NTE to terminate the copper or fibre leased line upon request at an additional charge.

Waves are usually delivered using DWDM (Dense Wavelength Division Multiplexing) which increases bandwidth over existing fibre networks by combining and transmitting multiple signals simultaneously at different wavelengths on the same piece of fibre.

Termination of Waves are at the customer request, depending on equipment and option such as Singlemode, Multimode, LC and SC are available.

3.3 EFM - GEA

Ethernet First Mile; an Ethernet service which uses bonded copper as the access variant. Dedicated copper is installed for the duration of the service and is not a PSTN service.

SCC will provide an NTE to terminate the copper service. This NTE remains the property of SCC and must be returned to SCC by recorded delivery within ten (10) Working Days of termination of the Contract at Customer's expense. If the device is not received within ten (10) Working Days, or is received in a damaged condition, SCC will invoice Customer for all costs incurred in recovery or replacement. The service is distance dependant therefore it is not always possible to deliver the speed acquired. If this is the case the customer will have the option to downgrade to the next applicable service, at a reduced cost, or cancel the service.

3.4 Wireless Ethernet

An Ethernet wireless service delivered using microwave, WiFi or WiMAX technology to deliver an uncontended last mile connection presented as an Ethernet connection.

Where a repair requires the SCC/Carrier engineer to ascend a mast and the Target MTTR is during darkness or severe inclement weather, SCC may suspend the Target MTTR for such period, as it considers necessary if in the reasonable judgement of SCC potential health and safety hazard exists. Where a permanent solution is not possible SCC may provide a temporary solution to ensure that the Services are restored within the Target MTTR. Where the fault requires a permanent solution which requires planned outage SCC shall carry out such permanent solution as planned works and the time for carrying out such repair shall be agreed between the parties.

3.5 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 Agreement 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 the subject 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.

3.6 ADVANCE

ADVANCE delivers seamless failover using a mixture of connectivity products. It operates in an active/passive or active/active model with either the same IP address or independent IP addresses.

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

3.7 Quality of Service (QoS)

QoS is the capability of a network to provide better service to selected network traffic over various technologies, including Ethernet Services.

SCC provide a number of fixed options for the Customer to choose from which change the profile of the QoS acting upon the Service. These attributes are fixed and cannot be customised further. This clause excludes personalised QoS profiles deployed as part of a PWAN which can be customised further.

The QoS relies on and is subject to data being correctly tagged and identified by SCC's network. If such data is not correctly tagged and identified the packets of data will not be prioritised and hence fall outside of the QoS. This means a Customer may receive a degraded Service should a lot of data fail to be correctly tagged and identified. As SCC is routing the traffic and is not the originator it is unable to influence this process of tagging and identification and this process is beyond its control.

QoS looks to improve the performance of the line and will use its reasonable endeavours to provide the QoS service but gives no Service Levels in respect of performance of this (without prejudice to the SLA).

3.8 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 is 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

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.

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

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 requires an engineer installation at site and in most, if not all cases, a site survey before the installation work will be carried out.

6.1 Good to Know

There are a number of key suppliers who provide a superior service in regards to quality of network and installation process. SCC will advise which providers will deliver against the requirements of the Order. It is advised that all aspects of the requirements are considered rather than just price.

Once the carrier and speed has been agreed with SCC the Order is passed to the service delivery team who will then place the Order with the carrier. Lead time for this which includes internal processing time is on average 5 working days. The carrier will then verify the address by the royal mail postcode check system, this can take a further 5 working days to complete.

The new waypoint is the date for a site survey, usually 10 working days after the Order has been accepted. Depending on the category (see below table) the carrier will then give an estimated completion date. This is only an estimation and can change due to more work being needed once the site survey takes place.

Network infrastructure required	Fibre blow only or splice of existing fibre	Access cabling/tubing required in existing access duct	New access duct required	New spine or spine extension required	New Core connectivity required
Category	Cat 1.1 (if no survey required) Cat 1.2 (if survey required)	Cat 2.1	Cat 2.2	Cat 3	Cat 4.1 (if intra-exchange tie cable required) Cat 4.2 (if inter-exchange network required)

Category 1.1 is the quickest type of delivery having all infrastructure in place and cables to the desired termination point. Category 4.2 would indicate a heavy amount of work to be completed before the carrier can get to the point of installing the Service.

Site survey results can take 10-15 working days for the details to relay back to SCC. The Order will then progress through a number of stages, including Wayleave (if required), Excess Construction Charges (ECCs), external civil work, internal cabling, splicing/jointing, fit and test and then handover.

It can take up to 10 working days for the carrier to provide the handover document once the fit and test is complete, when SCC have the handover document we then pass this to our Net ops team to complete the configuration and officially handover the line you the customer.

6.2 How to make an installation successful

An Ethernet Leased Line will require numerous appointments for engineers to attend site, it is imperative that the site contact is onsite to allow access or to organise this, appointments will be as follows:

- Site Survey is the first stage and this will indicate the level of work needed to complete the install.
- Site externals if needed this will be a job of getting the fibre from the node to the premise. First Site internals will be to run the fibre cable internally to the termination point.
- Second Site internals will include connecting all the cable together to complete a full line this is known as splicing, during this appointment the engineers will install the NTE which is the termination point for the line.
- Fit and Test – The final appointment will be the engineer's job to test the circuit back to the exchange and verify data can be transferred.

Additionally, ensuring the appointed on site contact has access to the comms room and is available for the above activities to monitor and support the engineer will help to ensure the line is installed correctly and mitigate against failed engineer visits.

The main issue with the delivery of Ethernet Leased Line Services is the external civil element, where work is completed in the street. This work can involve overcoming many hurdles, including clearing blocked ducts, repairing and replacing collapsed ducts. The civils team may need to request traffic management which requires council approval. The circuit may also sit near a 'zone of interest' where gas works are close by, and this then requires a third party engineer, to attend the area and support and monitor the telecoms engineer.

Wayleave also presents big delays, and is becoming more common. The telecoms industry works in series, and not parallel, which means that we will only arrange the next task in the chain once the first task is complete. Often this means that the biggest hold up is waiting for the Civil Works being completed.

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

In relation to EFM or GEA 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 Service

If the Parties agree a date for SCC (or its subcontractors or a Carrier) to attend a Site for the purposes of conducting a Site Survey or to install any Service Equipment and that person is unable to perform the necessary Site Survey or installation on that date, the

Customer shall pay to SCC an Abortive Visit Charge, unless the inability to perform is caused by SCC's (or its sub-contractors' or Carrier's) act or omission.

The Customer acknowledges and agrees that the results of a Site Survey may reveal that additional charges may be incurred (including Excess Construction Charges) in Order to provide the Services and SCC shall notify the Customer of any additional charges after the Site Survey (a Charges Notice). The Customer shall notify SCC within 25 calendar days after receipt of a Charges Notice whether it agrees to pay such additional charges. If the Customer does not respond to SCC within 25 calendar days after the Charges Notice SCC shall be under no obligation to proceed with the installation of the Services at the Sites and shall be entitled to cancel the applicable Order and the Customer shall pay either Cancellation Charges or Early Termination Charges to SCC, whichever shall apply as set out in the Order. Such additional charges shall constitute Charges for the purposes of the relevant Contract.

If the Customer does not agree to pay those additional charges (including any Excess Construction Charges) notified to the Customer in the Charges Notice, either Party shall be entitled to terminate the Order relating to the Site in respect of which such additional charges would otherwise be incurred and (i) SCC shall have no liability to the Customer in respect of that termination and (ii) the Customer shall pay any applicable Cancellation Charges or Early Termination Charges to SCC. Following a Site Survey, SCC shall have the right to amend any target Activation Date: (i) if reasonably required based on the results of the Site Survey or (ii) to reflect the period of time taken by the Customer to respond to a Charges Notice.

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.

EFM – 30 working days
Ethernet Leased Line – 60/90 working days
Point to Point – 60/90 working days
Wave/DWDM – 60/90 working days
ADVANCE – 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 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 two (2) 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 a 12 month Term.

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.

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.

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 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

- 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 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', 'Leased Line' or 'EFM' 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;
- 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 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"): 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+, 10 per cent for SLA+Fibre 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+, 20 per cent for SLA+Fibre 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+, 30 per cent for SLA+Fibre 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+, 40 per cent for SLA+Fibre 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+, 40 per cent for SLA+Fibre 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.

Ethernet Wireless Service

Where SCC has failed to repair a Critical Fault within the Target MTTR, SCC will credit the Customer by reducing the Charges payable for the affected Wireless Ethernet Services for the following month by the amount set out below under Service Credit, calculated by reference to the number of hours by which the Company has failed to meet the Target MTTR.

Total Business Hours referred to below are those in a month by which the Company has failed to meet the Target MTTR for a Critical Fault;

Service Credit

- 0-4 Business Hours: An amount equivalent to one (1) day of the monthly fee payable for the affected Internet Services (per circuit affected)
- 4-8 Business Hours: An amount equivalent to two (2) days of the monthly fee payable for the affected Internet Services (per circuit affected)
- 8-16 Business Hours: An amount equivalent to three (3) days of the monthly fee payable for the affected Internet Services (per circuit affected) 16+ Business Hours an amount equivalent to five (5) days of the monthly fee payable for each affected service

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

All Other Services	99.90%	Layer 3	99.90%	00:43:00	0%	0%	0%
<i>also includes primary lines from failover 99.99%</i>		IP ping to CPE	99.50%	00:43:01	5%	10%	0%
<i>Services</i>			99.00%	03:39:01	10%	20%	2%
			98.00%	07:18:01	20%	30%	5%
			97.00%	14:36:01	30%	40%	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+ Fibre is only available with the following providers:

BT Wholesale, BT Openreach, SSE, COLT

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. Ethernet Leased Line and EFM 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 EFM and Ethernet Leased Line 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;

'*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.