

CCP Colt IP Access

Service Level Agreement



1 Introduction

This SLA sets out the SLA metrics and service credit regime for Colt IP Access services in Europe, Japan and Singapore.

2 Service Delivery Agreement

The target delivery lead time is an estimate of the time it will take us to deliver your Service from the date of our Order Confirmation. The target delivery lead times for On-Net Services for connected premises are set out in Table A-1, Table A-2 & Table-C below. Following Order Confirmation, we will confirm to you the Colt Promised Date (CPD) which is the date on which we will deliver the Service. If the CPD is not met, then you will have the right to claim service credits, as set out in Table-B & Table-D below.

Table A-1: Target delivery lead times for the Service Delivery Agreement (Europe, Japan)

Colt IP Access On-Net Services	Target delivery lead times (working days) for connected premises
Existing Service Presentation Point, existing equipment, remote configuration	10
Existing Service Presentation Point, existing equipment, on-site configuration	20
Existing Service Presentation Point, new equipment	30
New Service Presentation Point	35
Building not yet connected to Colt network	90

Table A-2: Target delivery lead times for the Service Delivery Agreement (Singapore)

Colt IP Access	Target delivery lead times (working days) for connected premises
Existing Service Presentation Point, existing equipment, remote configuration	9
Existing Service Presentation Point, existing equipment, on-site configuration	10
New Service Presentation Point, new equipment	15
Building not yet connected to Colt network	40

Table B: Service credits for the Service Delivery Agreement (Europe, Japan and Singapore)

Working days past CPD	Colt IP Access On-Net Services (service credit as % of installation charge)
$\geq 1 \text{ \& } \leq 5$	5
$> 5 \text{ \& } \leq 10$	15
$> 10 \text{ \& } \leq 20$	25
> 20	100

Table C: Target delivery lead times for add-on Services

Region	Service	Target delivery lead times (working days) for connected premises
Europe Japan	IP Guardian with a new IP Access (after IP Access is available)	20
Europe Japan	IP Guardian on an existing IP Access	10
Europe	Managed Dedicated Firewall, Managed Virtual Firewall, Workforce Mobility	20

Table D: Service Credits for missed CPD for add-on Services

Working Days after CPD	Service credit as % of installation charge for the affected service
$\geq 1 \text{ \& } \leq 2$	20
$> 3 \text{ \& } \leq 10$	50
> 10	100

Notes:

- Claims are subject to an upper limit of €8,000 (or local currency equivalent) per claim per Service.
- For all Off-Net Services, we can only provide a target completion date. Therefore, in the event of delay, no service credits will apply.
- Service credits are calculated as a percentage of the installation charge for the affected Service

3 Fault Handling Agreement

We offer a Target Time To Repair ('TTTR') for Service-Affecting Faults as set out in Table E below. The TTTR is the target length of time from when the fault is logged by us opening a trouble ticket, either due to you reporting the fault or due to us detecting the fault, until the time the fault is resolved. In the event that we fail to meet the TTTR for Service Affecting Faults then you have the right to claim

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service credits for each specific Service as set out in Table F-1 and F-2 below. Repair times for Non-Service-Affecting Faults will be mutually agreed on a case-by-case basis. We will try to repair Non Service Affecting Faults within 3 working days.

Table E: Performance metrics for the Fault Handling Agreement (Europe, Japan, Singapore)

Access tier	Target Time To Repair for Service-Affecting Faults (hours)
On-Net (Japan)	1
On-Net (Europe, Singapore)	4
Off-Net Tier 1, Premium DSL, Fibre ULL (Europe)	8*
Off-Net Tier 2, Business DSL (Europe)	12
Standard DSL (Europe)	24
Managed Dedicated Firewall (Europe)	6

Notes:

- * Off-Net Tier 1, Fibre ULL and Premium DSL TTTR for France is 4 hours; Premium DSL TTTR for Belgium is 4 hours.
- For DSL, where the copper line can be reused, faults caused by a malfunction with the POTS or DSL line that is provided by you are not covered by this SLA.
- This SLA applies to components provided by us (such as DSL access equipment and modems). With the exception of France, Belgium, Switzerland and Business DSL Services in Italy, we cannot guarantee the Target Time To Repair (TTTR) for any faults or outages caused by a malfunction in any third party-provided copper line. We will nevertheless honour the TTTR Service Credits for Premium DSL Services in all countries and Business DSL Services in Italy.
- For the avoidance of doubt a distributed denial of service attack will not be considered a Service Affecting Fault for the purposes of the Fault Handling Agreement.

Table F-1: Service credits for the Fault Handling Agreement (Europe, Singapore)

Colt IP Access Services (hours past TTTR)	Service credits (% of monthly service charge)	
	On-Net, Off-Net Tier 1, Premium DSL, Fibre ULL	Off-Net Tier 2, Business DSL, Standard DSL
> 0 & ≤ 3	5	5
> 3 & ≤ 4	10	
> 4 & ≤ 6	15	
> 6	25	

Table F-2: Service credits for the Fault Handling Agreement (Japan)

Colt IP Access Services (hours past TTTR)	Service credits (% of monthly service charge)
> 0 & ≤ 1	10
> 1 & ≤ 3	20
> 3 & ≤ 5	30
> 5 & ≤ 7	40
> 7 & ≤ 47	50
> 47	100

4 Service Availability Agreement

We provide end-to-end Service Availability. The calculation used is based on the duration of recorded Service-Affecting Faults per Service logged by us within the given Service Measurement Period. If the performance level in respect of the Service falls below the levels set out in Table G-1 and G-2 below, then you will have the right to claim service credits for the affected Service as set out in Table H below.

Table G-1: Target Service Availability

Region	Access Tier	Resilience option	Target Service Availability (%)
Europe	All	Resilient dual access	99.99
Europe	On-Net	DSL Backup	99.95
Europe	On-Net	None or Resilient Multi ISP	99.90
Europe	Off-Net Tier 1, Premium DSL, Business DSL, Fibre ULL	DSL Backup	99.90
Europe	Off-Net Tier 1, Premium DSL, Fibre ULL	None or Resilient Multi ISP	99.85
Europe	Off-Net Tier 2, Business DSL	None	99.80
Europe	Standard DSL	None	98.50
Japan	On-Net	None	99.90
Singapore	On-Net	None	99.95

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Table G-2: Target Service Availability Add-ons

Region	Access Type	Target Service Availability (%)
Europe	Managed Dedicated Firewall	99.95
Europe	Managed Dedicated Firewall High Availability, Managed Virtual Firewall	99.99
Europe	IP Guardian	99.99
Japan	IP Guardian	99.90

Notes:

- This SLA applies to components provided by us (such as DSL access equipment and modems). However, with the exception of France, Belgium, Switzerland and Business DSL Services in Italy, this SLA does not apply to any faults or outages caused by a malfunction in any third party-provided copper line.

Table H: Service credits for the Service Availability Agreement

Colt IP Access Services (% points below target Service Availability)	Service credits (% of monthly service charges)	
	On-Net, Off-Net Tier 1, Premium DSL, Fibre ULL	Off-Net Tier 2, Business DSL, Standard DSL
> 0 & ≤ 0.5	5	5
> 0.5 & ≤ 1.0	10	
> 1.0 & ≤ 1.5	15	
More than 1.5	20	

5 Service Quality

Packet loss agreement

Targets for packet loss and round trip delay apply only where you are operating within the recommended network load parameters:

- Access link load: if you offer greater than 100% of the access link capacity for an instantaneous period, then the SLA shall not apply during the period where utilisation is greater than 100%;
- IP bandwidth must be equal to or higher than 64Kbps; and
- Service quality parameters apply only to the primary access and not on any backup circuits.

The packet loss ratio targets are shown in the table below. If the Packet Loss Ratio value of the measured samples taken over a calendar month exceeds the target listed, you are entitled to claim service credits for the affected services as shown.

Table I: Packet Loss Ratio Target and service credits (Europe)

Access tier	Target packet loss ratio	Service credits (% of monthly service charges)
On-net, Off-Net Tier 1/2 (uncontended), Premium DSL, Fibre ULL	<0.01%	5%
Business DSL	<0.1%	5%
Offnet Tier 1/2 (contended), Standard DSL	<1.0%	Not applicable

For services in Japan and Singapore no packet loss targets are specified.

Round trip delays

A round trip delay (RTD) is the time taken for a 32-byte packet to traverse from network termination point to destination and back to network termination point. Round trip delays are calculated as an average on a monthly basis and are made up of four elements for traffic between two end points.

- Delay across the core network between our points of presence (PoPs);
- Delay between your service interface and our nearest PoP;
- Delay between our remote PoP and the reference destination on our IP backbone; and
- Delay for the complete way back in reverse order towards your service interface

Table J: Round Trip Delay Agreement

Region	Access tier	Round trip delay (RTD) ms
Japan	On-Net	< 40 From your service interface on the IP network to any reference point on the Colt IP network and back. Only valid within the Colt Asia IP network
Europe	On-Net, Off-Net Tier 1, Premium DSL, Fibre ULL	< 65 From your service interface on the IP network to any reference point on the Colt IP network and back. Only valid within the Colt Europe IP network
Europe	Business DSL	< 90 From your service interface on the IP network to any reference point on the Colt IP network and back. Only valid within the Colt Europe IP network

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For services in Singapore no round trip delay targets specified.

Notes:

- i. Colt Europe IP network includes the following countries: Austria, Belgium, Denmark, France, Germany, Ireland, Italy, Luxembourg, Netherlands, Portugal, Spain, Sweden, Switzerland and the UK.
- ii. Colt Asia IP network includes the following countries: Japan.

Table K: Service credits for Round Trip Delay Agreement (Colt Europe, Japan)

Average round trip delay	Service credits (% of monthly service charge)
More than 10% above the target round trip delay averaged over a calendar month	1% per point exceeding 110% of the target RTD for the affected premises where the ratio is exceeded. Maximum of 5% of monthly rental of the affected premises

6 General

We are not responsible for failure to meet this SLA where such failure is due to a planned outage or outside of our reasonable control, including, for example:

- a) there is not appropriate power or there is a power failure at your site;
- b) your faulty Equipment;
- c) where we or our authorised representatives are not granted access to the site;
- d) the fault is due to your actions or the actions of your employees or agents; and
- e) where external Internet conditions such as distributed denial of service attacks impact Internet access.

In the event that a fault on one of your Services causes us to miss SLAs for other Services provided as part of your Internet Access Service you will only be entitled to claim service credits against the Service that is the root cause of the fault.

If we do not manage all elements of your end to end service, such as the CPE located on your premises, and as a result are unable to remotely access your firewall then the performance metrics for Colt Managed Dedicated Firewall will not apply.

The total of all credits under this SLA for On-Net Services shall not exceed 40% of the annual service charge for the affected Service. For non-DSL Off-Net Services the total of all credits under this SLA shall not exceed 20% of the annual service charge for the affected Service. For DSL Services the total of all credits under this SLA shall not exceed 5% of the annual service charge for the affected Service.

7 Definitions

Existing Service Presentation Point

Premises connected to our network where we have already

connected to your location or floor and no additional cabling is required.

New Service Presentation Point

Premises connected to our network but where additional cabling is required to connect to your location or floor.

Non-Service-Affecting Fault

Any fault or condition which is not a Service-Affecting Fault.

Fibre ULL

A connection type where Colt facilitates a 3rd party dark fibre element.

Off-Net

A Service provided wholly or partly using other licensed operators' network or a Service which includes DSL Services. We will confirm to you at the point of order whether the Service has an Off-Net component.

On-Net

Service provided wholly using our network.

Service-Affecting Fault

Any failure of our fibre, transmission or terminating Equipment, which causes full or partial loss of signals to your Service in one or both transmission directions.

Service Availability

The time for which a Service is available, expressed as a percentage of the total time in a Service Measurement Period.

Service Measurement Period

The measurement period is one year, starting from the Service activation date and each subsequent anniversary.