

1 Introduction

This SLA:

- > Sets out the SLA metrics and service credit regime for COLT IP Access and IP Transit Services; and
- > Covers Off-Net Services only where specifically referenced

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 Acceptance. The target delivery lead times for On-Net Services for connected premises are set out in Table A below. If we are connecting new premises to our network as part of the Service, we will provide you with the target delivery lead time on a case-by-case basis. Following Order Acceptance, 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 below.

Table A: Target delivery lead times for the Service Delivery Agreement

COLT IP Access and IP Transit On-Net Services	Target delivery lead times (working days) for connected premises
2Mbps, Existing Service Presentation Point and New Service Presentation Point	20
Above 2Mbps, Existing Service Presentation Point and New Service Presentation Point	35

Table B: Service credits for the Service Delivery Agreement

Working days past CPD	COLT IP Access and IP Transit On-Net Services (service credit as % of installation charge)
≥ 2 & ≤ 5	5
> 5 & ≤ 10	15
More than 10	25

Notes:

- i. Claims are subject to an upper limit of € 8000 per claim per Service.
- ii. For Off-Net Services, we can only provide a target completion date. Therefore, in the event of delay, no service credits will apply.

3 Fault Handling Agreement

We offer a Target Time To Repair ('TTTR') for Service-Affecting Faults as set out in Table C 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 cleared. In the event that we fail to meet the TTTR for Service Affecting Faults then you have the right to claim service credits for each specific Service as set out in Table D 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 C: Performance metrics for the Fault Handling Agreement

Access tier	Resilience option	Target Time To Repair for Service-Affecting Faults (hours)
All	Dual homed	Refer to the relevant access tier below
On-Net	Fully resilient including ISDN Backup or DSL Backup	4
On-Net	None	4
Off-Net Tier 1, Premium DSL, Business DSL	Fully resilient including ISDN Backup or DSL Backup	8*
Off-Net Tier 1, Premium DSL	None	8*
Off-Net Tier 2, Business DSL	None	12
Standard DSL	None	24

Notes:

- i. * Off-Net Tier 1 and Premium DSL TTTR for France is 4 hours; Premium DSL TTTR for Belgium is 4 hours.
- ii. 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.
- iii. This SLA applies to components provided by us (such as DSL access equipment and modems). However, with the exception of France, Belgium and Switzerland, this SLA does not apply to any faults or outages caused by a malfunction in any third party-provided copper line.

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Table D: Service credits for the Fault Handling Agreement

COLT IP Access and IP Transit Services (hours past TTTR)	Service credits (% of monthly rental charge)	
	On-Net, Off-Net Tier 1, Premium DSL	Off-Net Tier 2, Business DSL, Standard DSL
> 0 & ≤ 3	5	5
> 3 & ≤ 4	10	
> 4 & ≤ 6	15	
> 6 & ≤ 8	20	
More than 8	25	

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 E below, then you will have the right to claim service credits for the affected Service as set out in Table F below.

Table E: Target Service Availability

Access tier	Resilience option	Target Service Availability (%)
All	Resilient dual access	99.99
On-Net	Fully resilient including ISDN Backup or DSL Backup	99.95
On-Net	None or Resilient Multi ISP	99.90
Off-Net Tier 1, Premium DSL, Business DSL	Fully resilient including ISDN Backup or DSL Backup	99.90
Off-Net Tier 1, Premium DSL	None or Resilient Multi ISP	99.85
Off-Net Tier 2, Business DSL	None	99.80
Standard DSL	None	98.50

Notes:

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

Table F: Service credits for the Service Availability Agreement

COLT IP Access and IP Transit Services (% points below target Service Availability)	Service credits (% of annual rental charge)
> 0 & ≤ 0.5	5
> 0.5 & ≤ 1.0	10
> 1.0 & ≤ 1.5	15
More than 1.5	20

5 Service Quality

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
- > Service quality parameters apply only to the primary access and not on any ISDN backup or DSL backup circuits

Packet loss agreement

Table G: Packet loss agreement

Access tier	Target packet loss ratio
On-Net, Off-Net Tier 1, Premium DSL	1 in 10 ⁻⁶
Business DSL	0.1%
Off-Net Tier 2, Standard DSL	Not defined

Average packet loss ratio	Service credits (% of monthly rental charge)
More than 0.1% averaged over a calendar month	1% per point per affected premises that ratio is exceeded. Maximum of 5% of monthly rental of the affected Service

Notes:

- This does not apply to the access tier Business DSL.

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:

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- > Delay between your service interface and our nearest point of presence (PoP);
- > Delay across the core network between our PoPs;
- > 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 H: Round Trip Delay Agreement

Access tier	Round trip delay (RTD) ms
On-Net, Off-Net Tier 1, Premium DSL	< 65 From your service interface on the COLT IP network in a COLT country to any reference point on the COLT IP backbone network in a COLT country and back
Business DSL	< 90 From your service interface on the COLT IP network in a COLT country to any reference point on the COLT IP backbone network in a COLT country and back
On-Net, Off-Net Tier 1, Premium DSL	< 120 From your service interface on the COLT IP network in a COLT country to our PoP in New York and back

Notes:

- COLT countries are Austria, Belgium, Denmark, France, Germany, Ireland, Italy, Luxembourg, Netherlands, Portugal, Spain, Sweden, Switzerland and the UK.

Average round trip delay	Service credits (% of monthly rental 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 control, for example:

- There is not appropriate power or there is a power failure at your site
- Your faulty Equipment
- Where we or our authorised representatives are not granted access to the site
- The fault is due to your actions or the actions of your employees or agents
- Where external Internet conditions such as distributed denial of service attacks impact Internet access

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

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.