



COLT Telecommunications
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Introduction

This document sets out the service levels and compensation schemes encompassing the full and total liability of COLT with regard to COLT CPE Solutions in the WAN. It is to the exclusion of any other SLA which may be in other contracts with COLT for any other element of this service.

Service Description

The CPE Solutions service is described in the CPE Solutions Service Description. Terms used in this Service Level Agreement (SLA) are defined in the Customer Service Agreement (CSA) and the Service Description.

Service Delivery Guarantee

CPE Solutions in the WAN offers the following standard target delivery lead-times:

Table A : Target Delivery Lead Times for Buildings connected to COLT Network

Target Delivery Lead time	Target Delivery time
Provision Time – On-Net Connected Buildings	35 Working Days
Service Modifications	5 Working Days

* Modifications should be able to be carried out remotely

For sites not directly connected to the COLT network (On-net), typical lead-times for local access delivery follow. Note that these times are indicative only and are subject to confirmation by COLT where possible. Also some third party suppliers are unable to confirm delivery times until a firm order has been received.

Table B : Target Delivery Lead Times for sites not connected to COLT network

Indicative Delivery Lead-times	Typical Lead-times
Europe (Western)	30-90 Working Days
Europe (Eastern)*	30-90 Working Days
USA (All)	60-120 Working Days

*For Services delivered in Eastern Europe quotes are obtained from a single carrier.

COLT Promise Date (CPD)

After placing an order, a promised date of delivery is aimed to be confirmed to you in writing within 10 Working days for Customer sites connected to the COLT network (On-net). This date is referred to as the COLT Promised Date (CPD).

For non-connected buildings, a feasibility study is required before a CPD can be set. For some global sites where the third party tail provider is unable to guarantee the provision dates, an Estimated Provision date will be provided rather than a CPD. This will normally be provided within 10 working days.

If COLT does not provide Service to you by the CPD and COLT cannot demonstrate the delay to be caused by circumstances beyond its control, you will have the right to claim compensation as set out in Table C.

The Service Delivery Guarantee is not applicable in the following circumstances:

- a) There is power failure at the Customer site
- b) Customer site equipment is faulty or incompatible with COLT's service as described in the respective Service Description
- c) Where COLT or it's Agent is not granted access to the site
- d) Where order details are incorrect
- e) Where COLT is unable to contact the Customer prior to delivery to confirm details
- f) Force Majeure conditions apply where COLT is prevented or delayed in carrying out it's duties or providing services, by circumstances or events beyond it's control (as specified in the CSA)

Table C : Service Delivery Guarantee - Compensation as percentage of Site Installation Fee for Western Europe

Working Days past CPD	Services provided in Western Europe
2 to 5	5%
6 to 10	15%
>11	25%

Claims are subject to an upper limit of 8000 Euro per network

COLT will use reasonable endeavors to ensure that the Date of Acceptance of the Service at each location occurs no later than the COLT Promise Date agreed to by the parties.

Service Availability Guarantee

Service availability is defined in table D.

Table D : Service Level Availability Targets and Guarantees for CPE Solutions in the WAN

Availability	Target Availability	Rebate Point
On Net with Enhanced Resiliency	100%	99.99%
On Net	100%	99.90%

Off Net Tier 1*	100%	99.85%
Off Net Tier 2*	99.90%	99.80%

* See Definition of Terms for a detailed explanation

Service Availability Guarantee is available for services based on SDH, ATM/FR, Ethernet and Fibre Link.

Service availability is assessed on a per site basis will be deemed to be satisfied if the Service is available at the COLT service interface, Network Terminating Point (NTP), at the customer site. Therefore, COLT guarantees the availability of COLT managed CPE, Access Circuits on the COLT Network and the Availability of the COLT Backbone Network.

The Service at a site is defined as unavailable when a site loses connectivity to either a hub site or two or more sites which should be reachable, and have not themselves got a fault. Where a hub site itself has a fault, causing it to be unavailable, then only it is defined as unavailable and not the branch sites which can no longer communicate with the hub site. Availability is assessed per Service access for each site and not as an entire network across all customer sites.

COLT operates a fault repair process, which is tracked by the trouble ticket system. Availability for each access line to the COLT network is calculated as:

$$[1 - ((\text{Unscheduled downtime in measurement period}) / (\text{Total time in measurement period}))] * 100\%$$

The measurement period is a twelve-month period from the delivery date and each subsequent anniversary of the delivery date and reduced charges apply where targets are not met. Downtime is measured on the trouble ticket system, as the time between tickets opened when an agreed fault has been identified and when they are closed when Service is restored.

The period when the Service was not available will be measured from the time such condition is reported by the Customer, and a trouble ticket is opened by COLT, to the point when COLT resolves the trouble ticket and informs the Customer that the Service is available. The Customer shall be deemed to have been informed of Service Availability if COLT has unsuccessfully tried to contact the Customer. If the performance level falls below these levels stated in a twelve-month period, the Customer will have the right to claim compensation as follows in Table E. Availability is assessed per access line to a site and not as an entire network across all customer sites.

Table E : Service Availability Guarantee – Compensation for a Site

Availability	Reduction in Annual Rental charge of Affected Site
0.5% below Rebate Point	5%
1.0% below Rebate Point	10%
1.5% below Rebate Point	15%
2.0% below Rebate Point	20%

Note: for SLG's which offer reduced charges against rental for a site, the maximum total cumulative reduction is 25% of the total annual rental for the site. This includes any claims against Repair targets

Service will not be deemed to be unavailable, for the purposes of this SLA if such unavailability arises from or is otherwise caused by:

- a) The Customer requesting COLT to test the Service and no failure in Service is detected or reported
- b) The Service being modified or altered in any way at the Customer's request in accordance with this Agreement
- c) Any suspension of the Service in accordance with the terms of the Agreement
- d) A failure or fault of the Customer equipment, power supplies or application, e.g. personal computers or software failures
- e) The failure of the Customer to give COLT reasonable access to COLT equipment and any part of the Service upon being requested to do so by COLT for the purposes of investigating and rectifying any failure
- f) The Customer failing to operate the Service in accordance with the terms of the Agreement
- g) The customer, its employees, agents or contractors induced or attributed failure or outage
- h) During any planned works or maintenance windows and any period in which a service is not usable due to an event of force majeure
- i) Acts or omissions of the Customer, it's employees, 3rd parties or their employees or agents (not within reasonable control of COLT)

Note: COLT reserves the right to charge for customer located faults. This charge shall not exceed 1000 Euro per trouble ticket raised.

DSL Access: Sites served by DSL connectivity are subject to a separate SLA scheme, which varies by country. Parameters and SLG's for this access type can be found in the SLA for ATM and Frame Relay services.

Maintenance Windows

In order to optimise the network and maintain its high performance COLT may need to arrange maintenance windows. To minimise the impact of these, we will try to schedule these outside of working hours at a time that is mutually convenient. When planned works are required, customers are normally notified 2 weeks (14 calendar



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days) in advance. Where possible planned works takes place in a regular maintenance window between 14:00 to 15:00 on Sundays. In exceptional circumstances emergency work may have to be carried out, where this is the case it is intended to give 72 hours notice for the emergency maintenance window. Planned work will not exceed 10 hours per year.

Fault Handling

Faults may be reported via the local telephone numbers as set out in the Service user documentation, 24 hours a day, 365 days a year. The period when the Service was not available, will be measured from the time such condition is reported by the Customer, and a trouble ticket is opened by COLT, to the point when COLT resolves the trouble ticket and informs the Customer that the Service is available. The Customer shall be deemed to have been informed of Service Availability if COLT has unsuccessfully tried to contact the Customer.

Reduced charges apply where targets are not met as specified in Table F, unless the ability to repair a fault is outside control of COLT. For example, immediate access is not given to equipment on customer premise.

Table F : Time to Repair (TTR) Targets

Target Time to Repair	On Net	Off Net Tier 1	Off Net Tier 2
	4 hours	8 hours	12 hours

For sites not directly connected to the COLT network (on net), typical time to repair is indicative only and subject to confirmation by COLT where possible.

If the performance level falls below these levels, in a calendar month, the Customer will have the right to claim compensation as follows in Table G. Time to repair or restore service is assessed per access line to a site and not as an entire network across all customer sites.

COLT will not pay any compensation if the fault is outside the control of COLT, for example:

- a) Power failure at the Customer site
- b) Customer site equipment is faulty
- c) Where COLT or it's approved agents are not granted access to the site
- d) The fault is due to the actions of the Customer, employees or agents of the Customer
- e) Unavailable time is as a result of planned network outage agreed with the Customer
- f) Force Majeure conditions apply where COLT is prevented or delayed in carrying out it's duties or providing services by circumstances or events beyond it's control (as specified in the Agreement with its Customer)

Table G : Service Repair Guarantee – Compensation for a Site

Hours greater than Target Time to Repair	Reduction in Monthly rental charge of Affected Site
0-3 hours	5%
3-4 hours	10%
4-6 hours	15%
6+ hours	20%

Note: for SLG's which offer reduced charges against access rental in a calendar month the maximum cumulative reduction is 25% of the annual recurring rental for an access line for a site.

Repair times for Non-Service Affecting Faults are excluded from this compensation scheme, and will be mutually agreed on a case-by-case basis. As a guideline, COLT will aim to repair faults of this nature within three Working Days.

Global Sites connected, using CPE Solutions Remote, over the Internet or 3rd party ISPs are excluded from this compensation scheme.

Target Packet Loss Ratio

This measure is only applicable to those services based on routers.

The packet loss target across the COLT network is given below:

Table H : Target Packet Loss Ratio

Parameter	COLT CPE Solutions
Packet Loss Ratio	1 in 10 ⁶

Table I : Packet Loss Guarantee – Compensation for a Site

Average Packet Loss Ratio	Reduction in Monthly rental charge of Affected Site
1 in 10 ⁶ to 1%	0%
> 1%	1% of charges per point Packet Loss is higher than SLA, max of 5% monthly rental

Note: Global Sites connected over the Internet or 3rd Party ISP are excluded from this compensation scheme.

Network Transit Delays

[This measure is only applicable to those services based on routers.]

The Network Transit Times (Round Trip Delay) for the CPE Solutions in the WAN

comprise of three components to offer an end to end WAN RTD as follows:

- a) RTD between the originating customer CPE and the COLT CPE.
- b) RTD across the core network between local COLT POP's (indicative figures are shown)
- c) RTD between the COLT CPE and the destination customer CPE.

The RTD is calculated on a monthly basis. The following service levels are applicable: Round trip delay targets are guaranteed from CPE to CPE for networks within national boundaries.

Table J : Round Trip Delay Guarantee

Location	Round Trip Delay (ms) CPE to CPE
Austria	60
Belgium	60
Denmark	60
Ireland	60
France	60
Germany	60
Italy	60
The Netherlands	60
Portugal	60
Spain	60
Sweden	60
Switzerland	60
UK	60

Table K : CPE to CPE Round Trip Delay Guarantee – Compensation for a Site

Average Round Trip Delay Over 24 hours	Reduction in monthly rental charge of Affected Site
0 – 10% higher	0%
> 10%	1% of charges per point RTD is higher than SLA, max of 5% monthly rental

Table L : Typical Round Trip Transit Delay between Countries (CPE to CPE)

Ms	AT	BE	CH	DE	ES	FR	IT	NL	SE
AT									
BE	90								
CH	90	95							
DE	80	80	75						
ES	100	95	105	105					
FR	85	75	85	75	85				
IT	95	100	100	82	115	95			
NL	95	72	100	85	95	80	95		
SE	100	120	100	110	135	115	110	115	
UK	90	80	90	82	95	70	90	72	110

Cities: AT = Austria; BE = Belgium; CH = Switzerland; DE = Germany; ES = Spain; FR = France; IT = Italy; NL = Netherlands; SE = Sweden; UK = United Kingdom
Figures are based on On-Net tails or OLO (Other Licensed Operator) tails used for the last mile access. Round Trip Delay figures measured using a packet size of 32bytes.

Operational Restrictions

This measure is only applicable to those services based on routers.

The Service Level Targets set for Network Transit Times, Packet Loss and Jitter shall only apply where the customer is within the recommended network load parameters as follows:

- a) Access link load: 40% maximum monthly average
- b) IP bandwidth: equal or higher than 256Kbps

Cancellation of Service

Request for cessation of Service may be subject to cancellation charges in accordance with COLT standard terms and conditions of COLT CPE Solutions.

If applicable, all cancellation charges will be billed to the customer within 90 working days from the date of cancellation

Cancellation Prior to Service Commencement

If an order is cancelled, or significantly modified (e.g. changes in address; Service type; point of presence or presentation) prior to the CPD, notwithstanding COLT's other rights pursuant to the Agreement, the amount charged will be dependent on the number of days prior to the CPD that the cancellation or modification is received from the customer as set out in the table below:

Table N : Cancellation Charges prior to service commencement.

Number of Working Days before CPD	Percentage of Installation Charge payable on Services provided by Access Circuits on the COLT Network	Percentage of Installation Charge payable on Services provided by Access Circuits not on the COLT Network



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	(On-net)	(Off-Net)
0-1	100%	100%
2-5	75%	90%
6-10	50%	80%
11-20	25%	70%
21-30	0%	50%
31-40	0%	25%
More than 40	0%	0%

Where installation charges are not payable or are discounted, COLT will charge the cancellation charges above against the standard Installation charges.

Cancellation after Commencement of Service

If Service is cancelled after the CPD the cancellation charges will be the outstanding charges for the remaining period that has been committed to contractually, or as otherwise specified in the product specific literature.

Submitting Claim

It is the Customer's responsibility to submit a claim against the SLA and all claims must be submitted in writing to the relevant COLT Account Executive assigned to the Customer within 30 days of the failure.

Where there is a conflict of data produced by the Customer and COLT with respect to a claim, data produced by COLT shall be binding.

Compensation is usually paid as a credit against future rentals.

Service Delivery Guarantee

All claims must be submitted to the relevant COLT Account Executive within 30 working days from the date from which the service is available for your use

Fault Handling Guarantee

All claims must be submitted to the relevant COLT Account Executive within 30 working days from the date when the Fault Reference Number (FRN) is issued

Service Availability Guarantee

All claims must be submitted to the relevant COLT Account Executive within 30 working days from the end of the measurement period

Cancellation

If applicable, all cancellation charges will be billed to the Customer within 90 working days from the date on which we cease to provide service to you

If you have any problems understanding any of the information contained within this document please contact your local COLT sales representative.

Recommendation: Store this document in a safe place.

Definition of Terms

COLT Promise Date (CPD)

The contractual date on which COLT agrees to provide the service tested and ready to use

COLT Network

The physical telecommunications network operated and controlled by COLT Telecommunications up to and not including interconnection points with any other telecommunications networks

Contract Period

The period of time over which a service is contracted to be provided

Fault Reference Number (FRN)

The unique number issued when logging a fault with COLT

Force Majeure

Where COLT is prevented or delayed in carrying out its duties through circumstances or events beyond its control as specified in our agreement with you

Global Site

Customer Site in Countries where service is delivered by a global partner network

Global Partner

A partner network that COLT uses in the delivery of CPE Solutions to Customer sites outside of COLT's footprint

Maximum Cumulative Reduction

For SLG's which offer reduced monthly Charges the maximum compensation attributable to any month is 25% of the monthly recurring Charges for the affected access line for that site (includes all claims including Service Availability and Service Repair). For SLG's which offer reduced Charges calculated annually the maximum compensation attributable to any twelve-month period is 25% of the annual recurring Charges for the affected access line for that site (includes all claims including Service Availability and Service Repair) less any compensation paid based on monthly Charges in the same twelve-month period.

Non-Service Affecting Fault

A fault or condition which is not a Service Affecting Fault

On Net

Customer sites connected directly to the COLT transmission network

Off Net

Customer sites that are connected to the COLT network via a 3rd Party transmission

line

Planned Outage

In maintaining the service provided, COLT may, with reasonable notice require a temporary outage in service

Wherever possible COLT will agree the outage with the Customer at least 7 calendar days in advance of the required work. Any planned downtime shall not be included in fault or circuit reliability measurements

Service Affecting Fault (SAF)

Any failure of COLT transmission or terminating equipment which causes a material loss of signal. In such a case, the circuit shall be deemed unavailable and the length of downtime recorded by COLT from when the fault is registered by the Customer or COLT

Target Time to Repair (TTR)

The target length of time from the issue of the FRN to repair a circuit and/or associated equipment

Tier One

Western Europe: Austria, Belgium, Denmark, Ireland, France, Germany, Italy, The Netherlands, Portugal, Spain, Sweden, Switzerland, and UK

Tier Two

Rest of World or off net connectivity using a 3rd party where the SLA is less than that available with COLT Tier One

Working Day

Monday to Friday 8.30am to 5.30pm local time excluding public holidays