



COLT Telecom
Group Plc
Beaufort House
15 St. Botolph Street
London EC3A 7QN

COLT Telecom

**Service Level Agreement for
COLT High Speed Service**

November 2004



Service Level Agreement for COLT High Speed Service

COLT High Speed Service is a private network connecting two or more customer premises delivered over dedicated fibre, with an optical (WDM) platform at each premises that we provide and manage. This creates increased efficiency by enabling staff to share applications, files and information. The service is designed specifically for businesses that need high bandwidth Local Area Network (LAN) and Storage Area Network (SAN) services. It also provides industry-leading disaster recovery and business continuity architectures.

This Service Level Agreement (SLA) describes the guaranteed levels of service that you will receive from COLT. It also sets out the compensation available should we fail to provide those levels of service.

This document forms an integral part of your Service Contract, and should be read alongside the Service Description for COLT High Speed Service.

1. Service Delivery

When we receive a complete signed order form from you, we will give you a COLT Promise Date (CPD) or Indicative Completion Date (ICD). The CPD is the guaranteed date on which COLT promises to deliver the service and is determined as follows:

- premises directly connected to the COLT network will receive a CPD within 5 working days
- premises not directly connected to the COLT network require a feasibility study and will therefore usually receive a CPD within 10 working days
- in cases where a third party will not guarantee a provisioning date, we will provide an ICD; we do not pay compensation against ICDs

1.1 Target Delivery Lead Times

Order Type	Target Delivery Lead Time working days from receipt of your complete signed order
COLT HSS Network	60
COLT HSS Additional Node	60
COLT HSS Additional Service Interface	40

1.2 Service Delivery Guarantee

If you have not received your service by the COLT Promise Date (CPD), you can claim compensation at the rates specified in the schedule below up to a maximum of €25,000 per service.

Delay working days past CPD	Compensation Payable percentage of installation charge (%)
1 - 5	15
6 - 10	25
11 - 20	50
greater than 21	100 + right to cancel without penalty*

* the right to cancel only applies to services connected end-to-end to a COLT network



Service Level Agreement for COLT High Speed Service

The Service Delivery Guarantee does not apply if:

- there is not appropriate power on the premises, or there is a power failure at the premises
- customer equipment is faulty or incompatible with COLT's service
- COLT or its agent is not granted access to the premises or wayleaves
- order details are incorrect and we are unable to confirm them with you before delivery
- Force Majeure conditions apply where COLT is prevented or delayed in carrying out its duties or providing services by circumstances or events beyond its control

2. Service Availability

The service interface is available if it can transmit or receive data between two Network Termination Points (the customer interface at the point where the COLT network terminates) The measurement period is one year, starting from the delivery date and each subsequent anniversary.

Availability is stated by showing unscheduled unavailability as a percentage of the measurement period i.e.

$$\text{availability} = \frac{\text{measurement period} - \text{unscheduled unavailability}}{\text{measurement period}} \times 100 \%$$

Unscheduled Unavailability is measured by the COLT Fault Management System. It starts when a fault is reported and a trouble ticket is opened by COLT, and ends when we resolve the fault and close the trouble ticket. COLT will inform you (or attempt to inform you) that we have resolved it.

The following causes of unavailability are excluded:

- failures caused by a fault at another premises
- planned works or Maintenance Windows*
- events of Force Majeure
- acts, faults or omissions of yours or any third parties' employees, contractors or agents that are outside COLT's control, such as the failure of customer equipment and power supplies
- when you ask us to do a test and we find no fault
- when you ask us to modify the service
- when we suspend the service in accordance with the contract
- when your equipment or applications fail
- when you don't let us have reasonable access to equipment or the service
- when you don't operate the service according to the contract
- failures or outages that are induced by you or attributed to you

COLT is not responsible for the service after the Network Termination Point, the customer's CPE or any service loss due to non-compliant traffic shaping.

*We aim to arrange planned maintenance at a convenient time and with 14 calendar days' notice. We try to give 72 hours' notice for emergency maintenance work.



Service Level Agreement for COLT High Speed Service

2.1 Target Service Availability

Service Type	Target Service Availability (%)
COLT HSS unprotected	99.70
COLT HSS ETS protected	99.95
COLT HSS Path protected	99.97
COLT HSS Active-Active pair	99.99

2.2 Service Availability Guarantee

If availability falls below the guarantee trigger level, you can claim compensation as a credit against your annual rental charge for the affected service (see section 4).

Availability percentage points below guarantee trigger level	Compensation Payable percentage of annual rental charge (%)
0.5	5
1.0	10
1.5	15
2.0	20

3. Fault Handling

3.1 Guaranteed Time To Repair (TTR)

Guaranteed Time To Repair (TTR) applies when a service suffers a complete outage and is completely unavailable as described in section 2. This does not apply to non-service affecting faults (see below).

TTR is measured by the COLT Fault Management System. It starts when a fault is reported and a trouble ticket is opened by COLT, and ends when we resolve the fault and close the trouble ticket. COLT will inform you (or attempt to inform you) that we have resolved it.

Service	Guaranteed TTR for service directly connected to the COLT network (hours)	Guaranteed TTR for service connected to the COLT network via third party operators (hours)
COLT HSS protected	2	4
COLT HSS unprotected	4	12

3.2 Service Repair Guarantee

If your service is not repaired within the guaranteed TTR, you can claim compensation as a credit against your monthly rental charge for the affected service (see section 4). If COLT fails to meet the guaranteed TTR for a particular service for three consecutive months the customer may cancel that service without penalty.



Service Level Agreement for COLT High Speed Service

Hours past Guaranteed TTR	Compensation Payable percentage of monthly rental charge (%)
0 - 3	5
3 - 4	10
4 - 6	15
6 - 8	20
greater than 8	25

The Service Repair Guarantee does not apply if:

- the fault is not the responsibility of COLT
- there is not appropriate power on the premises, or there is a power failure at the premises
- customer equipment is faulty or incompatible with COLT's service
- COLT or its agent is not granted access to the premises
- Force Majeure conditions apply where COLT is prevented or delayed in carrying out its duties or providing services by circumstances or events beyond its control

3.3 Non-Service-Affecting Faults

Non-service-affecting faults are those that do not affect the service the customer experiences or causes a short outage (typically less than a minute) before service is restored. For example, when a primary fibre to the customer premise has been severed and the service has been automatically restored via a secondary fibre, the service is available but the primary fibre still needs repairing. Repair times for non-service affecting faults will be agreed on a case-by-case basis. Compensation is not payable for non-service-affecting faults.

4. Claiming compensation against this SLA

To make a claim, write to your COLT Account Executive within 30 working days of the relevant event. If there is a conflict of data, COLT's data is binding.

The cumulative total of all credits cannot exceed 40% of the annual rental charge for the affected service.

5. Cancellation Charges

5.1 Cancellation Prior to Commencement of Service

If you cancel or significantly modify your order (e.g. change address, service type, point of presence or presentation) before the COLT Promise Date (CPD), you will have to pay all costs incurred as a result of the cancellation or modification. The amount of the charge is dependent on the number of days prior to the CPD that we receive your request, as shown in the schedule below.

Working Days before CPD	Cancellation Charge Payable percentage of installation charge (%)
0 - 1	100
2 - 5	75
6 - 10	50
11 - 20	25



Service Level Agreement for COLT High Speed Service

greater than 21	0
-----------------	---

Where installation charges are not payable or are discounted within the order, COLT will apply the rates specified in the schedule above to COLT's standard installation charge.

When the service is connected via a third party you will also need to pay any costs that they might have incurred prior to cancellation.

In addition, we reserve the right to recover any associated costs that we have incurred on your behalf (e.g. costs associated with network or infrastructure builds, obtaining wayleaves).

5.2 Cancellation After Commencement of Service

If you cancel once the service is up and running, you will have to pay the full charges for the outstanding period of your contract. If you cancel after the initial service term has expired, you must give a notice period of 90 days.

COLT reserves the right to make any changes to this SLA as it deems necessary from time to time in order to reflect technical and/or operational matters, and/or changes to applicable law, regulation or codes of conduct, provided that changes do not materially affect the guaranteed levels of service that you will receive from COLT.