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COLT Telecom UK

**Service Level Agreement for
COLT Switched Ethernet VPN Services**

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Prepared by: Andrea Cutts 8th November 2004
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Service Level Agreement for COLT Switched Ethernet VPN Services

COLT Switched Ethernet VPN services provide customers with a simple, high bandwidth infrastructure offering a layer 2, any-to-any VPN service.

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 Switched Ethernet VPN.

1. Service Delivery

When we receive a 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.

- premises connected directly to the COLT network will receive a CPD within 5 working days
- premises outside 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 for delays to ICDs
- premises already receiving Switched Ethernet VPN services should submit a Service Change Request to order new, additional or modified Switched Ethernet VPN services

1.1 Target Delivery Lead Times

For premises connected to the COLT network

Order Type	Target Delivery Lead Time working days from receipt of your signed order
Provision time – initial network	30
Bandwidth modification	10

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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 to a maximum of €8000 per network.

Delay working days past CPD	Compensation payable percentage of premises installation charge
2 to 5	5%
6 to 10	15%
11+	25%

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
- premises' equipment is faulty or incompatible with COLT's service
- COLT or its agent is not granted access to the premises
- 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

COLT guarantees the Access Circuits on the COLT network and the availability of the COLT Backbone Networks. Availability is assessed per service access for each premises and not as an entire network across all customer premises.

- The service is available if it is operational at the COLT service interface (Network Termination Point) at the customer premises.
- The service is unavailable when a premises loses connectivity to two or more premises which should be reachable, and one or more of those premises does not itself have a fault which has contributed to or caused the loss of connectivity.

The Measurement Period is one year, starting from the delivery date and each subsequent anniversary.

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Availability is stated by showing unscheduled unavailability as a percentage of total time. .i.e.:

$$\text{availability} = \frac{\text{total time} - \text{unscheduled unavailability}}{\text{total time}} \times 100 \%$$

Unscheduled Unavailability is measured by the COLT Fault Management System. It starts when you report a fault and ends when we 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
- 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 raise a fault 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 try to arrange these at a mutually convenient time and with 14 calendar days' notice, usually between 1400 and 1500 on Sundays. Planned maintenance will be less than 24 hours per year. We try to give 72 hours' notice for emergency maintenance work

2.1 Target Service Availability

Premises Connected to the COLT Network	
Target service availability	100%
Guarantee trigger level	99.95%

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If the unavailability is your fault, we reserve the right to charge you up to €1,000 per fault reported to COLT.

2.2 Service Availability Guarantee

If availability falls below the guarantee trigger level, you can claim compensation in the form of a reduction in your annual rental charge for the affected premises up to a maximum of 40% per annum.

Availability percentage points below trigger level	Compensation Payable percentage reduction in annual rental charge for the affected premises
0.5	5%
1.0	10%
1.5	15%
2.0	20%

3. Service Quality

3.1 Round Trip Delays

Network Transit Times are measured between Network Termination Points over a national network. Round Trip Delay figures are measured using a packet size of 1500 bytes within the COLT network.

Delay figures specified in the schedule below are indicative only, because customer traffic patterns can cause congestion leading to increased latency performance. Compensation will not be payable if the delay figures are not met.

Round Trip Transit Delays

Location	Target Transfer Delay (milliseconds)
Tier 1 cities	30
Tier 2 cities	50

Where the network is a combination of Tier 1 and Tier 2 cities the Tier 2 transit delay will apply.

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4.0 Fault Handling

4.1 Guaranteed Time To Repair (TTR)

Guaranteed TTR is the time within which we guarantee to repair a service-affecting fault. Service-affecting faults are when there is any failure of COLT transmission or terminating equipment which causes a loss of signal in any transmission.

TTR is measured from the point that unscheduled unavailability begins and is assessed per premises and not as an entire network across all customer premises.

Premises connected to COLT Network	
Guaranteed TTR	4 hours

4.2 Service Repair Guarantee

If your service is not repaired within the Guaranteed TTR, you can claim compensation in the form of a reduction in your monthly rental charge for the affected premises up to a maximum of 40%.

Hours past guaranteed TTR	Compensation Payable percentage reduction in monthly rental charge for the affected premises
0 - 3	5%
3 - 4	10%
4 - 6	15%
6 - 8	20%
> 8	25%

4.3 Non-Service Affecting Faults

Non-service-affecting faults are those which result in the inability to connect to one destination, even if others are reachable.

Repair times for non-service-affecting faults will be mutually agreed on a case-by-case basis. Compensation is not payable for non-service-affecting faults.

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5. 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.

Note : COLT uses several data sources to monitor and measure service level performance and calculate rebates. This takes precedence over data from the Online Performance Reporting system (OPR) which provides trend analysis and indicative information. If the OPR system shows that a service level parameter has been exceeded, you can report this as a fault and COLT will investigate.

6. Cancellation Charges

6.1 Cancellation Prior to Commencement of Service

If an order is cancelled, or significantly modified (e.g. changes in address; Service type; point of presence or presentation) prior to CPD, notwithstanding COLT's other rights pursuant to the Agreement, you will need to pay all costs incurred as a result of cancellation or modification. Cancellation charges incurred are dependent on the number of days prior to CPD that the cancellation or modification request is received from the customer.

Number of Working Days before CPD	Cancellation Charge Payable percentage of installation charge for services provided by access circuits on the COLT network	Cancellation Charge Payable percentage of installation charge for services provided by access circuits not on the COLT network
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 within the order, COLT will apply the standard installation charges incurred as specified in the schedule above.

Additionally COLT reserves the right to recover any costs associated with network or infrastructure builds or obtaining wayleaves that have been incurred on behalf of the customer prior to the time of the cancellation

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6.2 Cancellation After Commencement of Service

If you cancel the service after commencement you will be required to pay the outstanding charges for the remaining period that has been committed to contractually. If you wish to cancel the service following the expiry of the initial service term you will be required to give a termination 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.