



Vital Telcom SLA

Vital Service Level Agreement – UK Managed Leased Lines

UK Managed Leased Lines

This Service Level Agreement (SLA) is provided in addition to our contractual obligations under the terms and conditions for a Vital Telcom Managed Leased Line and is limited in scope to wholly UK provided circuits with a contract length in excess of eleven months.

This document is part of the commitment that Vital Telcom provides to all customers and outlines the remedies available should Vital Telcom fail to meet our own high level of support and service.

Guarantees

Vital Telcom guarantees that the following minimum standards are met at all times.

Vital Telcom Network Backbone Availability

The Vital Telcom backbone has a 100% availability guarantee.

To claim if we fail to meet this guarantee, the following must be submitted to Vital Telcom:

Three date and time stamped ICMP traceroutes, taken at least one hour apart, within a four hour window, from the customer LAN must be submitted showing unavailability within the Vital Telcom backbone.

Vital Telcom Network Latency

Vital Telcom guarantee to provide a maximum average round-trip of 20 milliseconds latency between any two routers on the Vital Telcom backbone measured over a one hour period.

To claim if we fail to meet this guarantee, the following must be submitted to Vital Telcom:

Three date and time stamped ICMP traceroutes, taken at least one hour apart, within a four hour window, from the customer LAN showing a latency problem within the Vital Telcom backbone.

Vital Telcom Support Performance

Vital Telcom undertakes to return calls made to the Duty Support Engineer outside Vital Telcom Business Hours within 1 hour.

If a fault is subsequently raised a remedy will be applied.

Customer Circuit Availability

Where the circuit from the customer premises to the Vital Telcom point of presence was ordered by Vital Telcom, we will offer a 100% (with a second connection as failover) or 99.96% (without a second connection as failover) availability guarantee from Vital Telcom to the customer connection point on the Vital Telcom provided Managed Ciena Switch or Cisco/MikroTik Router or CPE regardless of the provision by a third-party (e.g. BT), with the aim of 100% available guarantee at all times, irrespective of additional circuits.

Vital Service Level Agreement – UK Managed Leased Lines

This guarantee excludes problems caused by power disruption at the customer premises or any customer device and associated cabling. This clause does NOT apply to transit customers, customers with circuit backup services such as ISDN/ADSL or alternate/bonded leased lines or where customer premises hardware has not been provided by Vital Telcom.

To claim if we fail to meet this guarantee, the following must be submitted to Vital Telcom: The Vital Telcom customer fault reference.

A copy of the attached device running configuration.

A copy of the attached device SHOW VERSION (or non-Cisco equivalent) output.

A copy of the attached device SHOW INTERFACE (or non-Cisco equivalent) output for the interface facing Vital Telcom during the outage.

SLA & Performance

- SLA clock starts from confirmation of fault issue
- 5 hour MTTR (Mean Time to Repair) for Fibre
- 7 hour MTTR (Mean Time to Repair) for Copper EFM
- 7 hour MTTR (Mean Time to Repair) for GEA-FTTC
- 20 hour MTTR (Mean Time to Repair) for GEA-FTTP
- 24/7 support lines
- All services are wire speed

Customer Circuit Repair Time

Where a circuit from the customer premises to the Vital Telcom point of presence was ordered by Vital Telcom, we will offer a 5 hour return to service guarantee 24/7 for Fibre, 7 hour return to service guarantee 24/7 for copper EFM, 7 hour return to service guarantee 24/7 for GEA-FTTC and 20 hour return to service guarantee 24/7 for GEA-FTTP, regardless of the provision by a third-party (e.g. BT), in the event of a circuit failure. This guarantee excludes problems caused by power disruption at the customer premises or the customer CPE and associated cabling. This clause does NOT apply to transit customers.

To claim if we fail to meet this guarantee, the following must be submitted to Vital Telcom: The Vital Telcom customer fault reference.

The time of the first contact with Vital Telcom.

CPE Repair Time

Where Vital Telcom supply, configure and install a Ciena Switch, Cisco/Mikrotik router, we will provide automatically a 2 hour response and 2hr fix 24/7 as standard.

Exclusions

In all cases scheduled maintenance, as notified to the customer 48 hours in advance and emergency maintenance where notified to the customer 4 hours in advance are both exempt from claims under this SLA.

Emergency maintenance carried out with less than 4 hour's notice may be exempt, should the impact of not carrying out the maintenance cause a breach of the SLA. Denial of Service attacks against the customer's service is also exempt from claim under this SLA.

Vital Service Level Agreement – UK Managed Leased Lines

Credit

Should any of the above metrics be breached then a service credit will be issued against the customer's circuit. The limit for claims is 10 days in a single 30 day period and 40 days in any 12 month period.

If there is an Outage, based on Vital Telcom data, Vital Telcom will apply a credit against the leased line rental. Where the outage period is less than or equal to ten (10) hours, Vital Telcom will apply a credit equivalent to one (1) day's rental charge per hour of downtime for that Leased line. For the purpose of calculating the outage period, a fraction of one (1) hour will be rounded-up to the nearest hour, provided the Customer reports the Outage within the "Claims" criteria below.

If Vital Telcom, based on its data, fails to meet the Latency Guarantee Vital Telcom will apply a credit to the Customer's rental charge for the leased line as follows:

- (a) If failure to meet the Latency Guarantee occurs in two consecutive calendar months, Vital Telcom will apply a credit equivalent to one day's rental charge for that Leased line;
- (b) If failure to meet the Latency Guarantee occurs for longer than two consecutive calendar months, Vital Telcom for each additional month will apply a credit equivalent to one day's rental charge for that Service.

Claims

To claim against this SLA the customer must submit a claim within 1 working days of the outage resolution to support@vital-tel.com. Providing the information shown in the section entitled remedies above. Vital Telcom aims to reply and resolve all such claims within 30 days of receipt.

Additional Information

Vital Telcom Group reserves the right to amend, modify or alter the thresholds and metrics measured by the SLA or change the level of remedy afforded to customers. Changes will be notified to the nominated contact at the customer organisation on a 30 day basis. A full, current copy of this SLA will be maintained online at <https://www.Vital-Tel.com/> with a version number and publication date included. For the avoidance of doubt the following terms have been used in this document and have the following meanings:

"Attached Device" is defined as being the piece(s) of hardware that connect directly to the Vital Telcom provided Customer Premises Switch / Router.

"Remedy" is a credit made to a customer's account upon the confirmation that a breach of this SLA has been made.

Vital Telcom will apply credit within 30 days of the confirmation of a breach and the customer is expected to continue to make payments to cover outstanding invoices until such time as the credit has been applied. At no stage will Vital Telcom make payments other than in the form of service credits.

"Traceroute" is a generic term for a number of different software tools capable of providing network path diagnostics.

Vital Service Level Agreement – UK Managed Leased Lines

Due to the nature of the protocol used (ICMP) and the priority applied to efficiently route packets within Vital Telcom's network, instantaneous results from a particular router may indicate a breach of this SLA but repeated tests must be taken to eliminate expected performance changes due to load. Customers should also be aware that ICMP echo requests may be suppressed for network security reasons and other diagnostic measure may be requested in these instances. A breach of SLA will not be remedied should such a security measure be in place.

"Backbone" is the network owned and operated by Vital Telcom and includes all links, hardware and devices used to transmit packets within the facilities operated by Vital Telcom. For the avoidance of doubt, Border devices used to delineate the Backbone from customer premises equipment are always sited in facilities operated by Vital Telcom and the Backbone is defined as starting at the connected port on this device.

Vital Service Level Agreement – UK Managed Leased Lines

Wires Only Leased Lines

This Service Level Agreement (SLA) is provided in addition to our contractual obligations under the terms and conditions for a Vital Telcom Wires Only Leased Line and is limited in scope to wholly UK provided circuits with a contract length in excess of eleven months.

Guarantees

Vital Telcom guarantees that the following minimum standards are met at all times.

Vital Telcom Network Backbone Availability

The Vital Telcom backbone has a 100% availability guarantee.

To claim if we fail to meet this guarantee, the following must be submitted to Vital Telcom:

Three date and time stamped ICMP traceroutes, taken at least one hour apart, within a four hour window, from the customer equipment must be submitted showing unavailability within the Vital Telcom backbone.

Vital Telcom Network Latency

Vital Telcom guarantee to provide a maximum average round-trip of 20 milliseconds latency between any two routers on the Vital Telcom backbone measured over a one hour period.

To claim if we fail to meet this guarantee, the following must be submitted to Vital Telcom:

Three date and time stamped ICMP traceroutes, taken at least one hour apart, within a four hour window, from the customer LAN showing a latency problem within the Vital Telcom backbone.

Vital Telcom Support Performance

Vital Telcom undertakes to return calls made to the Duty Support Engineer outside Vital Telcom Business Hours within 1 hour.

If a fault is subsequently raised a remedy will be applied.

Customer Circuit Availability

Where the circuit from the customer premises to the Vital Telcom point of presence was ordered by Vital Telcom, we will offer a 99.96% availability guarantee regardless of the provision by a third-party (e.g. BT), with the aim of 100% available guarantee at all times. This guarantee excludes problems caused by power disruption at the customer premises or any customer device and associated cabling. This clause does NOT apply to transit customers, customers with circuit backup services such as ISDN/ADSL or alternate/bonded leased lines or where customer premises hardware is not the responsibility of Vital Telcom.

Vital Service Level Agreement – UK Managed Leased Lines

SLA & Performance

- SLA clock starts from confirmation of fault issue
- 5 hour MTTR (Mean Time to Repair) for Fibre
- 7 hour MTTR (Mean Time to Repair) for Copper EFM
- 7 hour MTTR (Mean Time to Repair) for GEA-FTTC
- 20 hour MTTR (Mean Time to Repair) for GEA-FTTP
- 24/7 support lines
- All services are wire speed

To claim if we fail to meet this guarantee, the following must be submitted to Vital

Telcom: The Vital Telcom customer fault reference.

A copy of the attached device running configuration.

A copy of the attached device SHOW VERSION (or non-Cisco equivalent) output.

A copy of the attached device SHOW INTERFACE (or non-Cisco equivalent) output for the interface facing Vital Telcom during the outage.

Customer Circuit Repair Time

Where a circuit from the customer premises to the Vital Telcom point of presence was ordered by Vital Telcom, we will offer a 5 hour return to service guarantee 24/7 for Fibre, 7 hour return to service guarantee 24/7 for copper EFM, 7 hour return to service guarantee 24/7 for GEA-FTTC and 20 hour return to service guarantee 24/7 for GEA-FTTP, regardless of the provision by a third-party (e.g. BT), in the event of a circuit failure. The SLA clock will only commence at the point that Vital Telcom determines that the issue is confirmed by Vital Telcom support engineers as a Vital Telcom or 3rd party supplier circuit problem and not from the time the fault is reported by the customer. Vital Telcom would expect that the customer has fully performed and undertaken network and circuit diagnostic checks and verified that the issues are due to the Vital Telcom or the 3rd party supplier's network, before a fault is raised to Vital Telcom support. This guarantee excludes problems caused by power disruption at the customer premises or the customer CPE and associated cabling. This clause does NOT apply to transit customers.

To claim if we fail to meet this guarantee, the following must be submitted to Vital

Telcom: The Vital Telcom customer fault reference

The time of the first contact with Vital Telcom.

Exclusions

In all cases scheduled maintenance, as notified to the customer 48 hours in advance and emergency maintenance where notified to the customer 4 hours in advance are both exempt from claims under this SLA. Emergency maintenance carried out with less than 4 hour's notice may be exempt, should the impact of not carrying out the maintenance cause a breach of the SLA. Denial of Service attacks against the customer's service is also exempt from claim under this SLA.

Vital Service Level Agreement – UK Managed Leased Lines

Credits

Should any of the above metrics be breached then a service credit will be issued against the customer's circuit. The limit for claims is 10 days in a single 30 day period and 40 days in any 12 month period.

If there is an Outage, based on Vital Telcom data, Vital Telcom will apply a credit against the leased line rental. Where the outage period is less than or equal to ten (10) hours, Vital Telcom will apply a credit equivalent to one (1) day's rental charge per hour of downtime for that Leased line.

For the purpose of calculating the outage period, a fraction of one (1) hour will be rounded-up to the nearest hour, provided the Customer reports the Outage within the "Claims" criteria below.

If Vital Telcom, based on its data, fails to meet the Latency Guarantee Vital Telcom will apply a credit to the Customer's rental charge for the leased line as follows:

- (a) If failure to meet the Latency Guarantee occurs in two consecutive calendar months, Vital Telcom will apply a credit equivalent to one day's rental charge for that Leased line;
- (b) If failure to meet the Latency Guarantee occurs for longer than two consecutive calendar months, Vital Telcom for each additional month will apply a credit equivalent to one day's rental charge for that Service.

Claims

To claim against this SLA the customer must submit a claim within 2 working days of the outage resolution to support@vital-tel.com. Providing the information shown in the section entitled remedies above. Vital Telcom aims to reply and resolve all such claims within 30 days of receipt.

Additional Information

Vital Telcom Group reserves the right to amend, modify or alter the thresholds and metrics measured by the SLA or change the level of remedy afforded to customers. Changes will be notified to the nominated contact at the customer organisation on a 30 day basis. A full, current copy of this SLA will be maintained online at <https://www.Vital-Tel.com/> with a version number and publication date included. For the avoidance of doubt the following terms have been used in this document and have the following meanings:

"Remedy" is a credit made to a customer's account upon the confirmation that a breach of this SLA has been made.

Vital Telcom will apply credit within 30 days of the confirmation of a breach and the customer is expected to continue to make payments to cover outstanding invoices until such time as the credit has been applied. At no stage will Vital Telcom make payments other than in the form of service credits.

"Traceroute" is a generic term for a number of different software tools capable of providing network path diagnostics.

Due to the nature of the protocol used (ICMP) and the priority applied to efficiently route packets within Vital Telcom's network, instantaneous results from a particular router may indicate a breach of this SLA but repeated tests must be taken to eliminate expected performance changes due to load.

Vital Service Level Agreement – UK Managed Leased Lines

Customers should also be aware that ICMP echo requests may be suppressed for network security reasons and other diagnostic measure may be requested in these instances. A breach of SLA will not be remedied should such a security measure be in place.

“Backbone” is the network owned and operated by Vital Telcom and includes all links, hardware and devices used to transmit packets within the facilities operated by Vital Telcom. For the avoidance of doubt, Border devices used to delineate the Backbone from customer premises equipment are always sited in facilities operated by Vital Telcom and the Backbone is defined as starting at the connected port on this device. For Wires Only services, the Vital Telcom Operated "Backbone" can be considered to end at the last mile tail provider NNI port. With responsibility for diagnosis between this NNI and the Customer being primarily with the Customer.

Wholesale Leased Lines

This Service Level Agreement (SLA) is provided in addition to our contractual obligations under the terms and conditions for a Vital Telcom Wholesale Leased Line and is limited in scope to wholly UK provided circuits with a contract length in excess of eleven months.

Guarantees

Vital Telcom guarantees that the following minimum standards are met at all times.

Vital Telcom Network Backbone Availability

The Vital Telcom backbone has a 100% availability guarantee.

To claim if we fail to meet this guarantee, the following must be submitted to Vital Telcom:

Three date and time stamped ICMP traceroutes, taken at least one hour apart, within a four hour window, from the customer equipment must be submitted showing unavailability within the Vital Telcom backbone.

Vital Telcom Network Latency

Vital Telcom guarantee to provide a maximum average round-trip of 20 milliseconds latency between any two routers on the Vital Telcom backbone measured over a one hour period.

To claim if we fail to meet this guarantee, the following must be submitted to Vital Telcom:

Three date and time stamped ICMP traceroutes, taken at least one hour apart, within a four hour window, from the customer LAN showing a latency problem within the Vital Telcom backbone.

Vital Telcom Support Performance

Vital Telcom undertakes to return calls made to the Duty Support Engineer outside Vital Telcom Business Hours within 1 hour.

If a fault is subsequently raised a remedy will be applied.

Customer Circuit Availability

Where the circuit from the customer premises to the Vital Telcom point of presence was ordered by Vital Telcom, we will offer a 99.96% availability guarantee regardless of the provision by a third-party (e.g. BT), with the aim of 100% available guarantee at all times. This guarantee excludes problems caused by power disruption at the customer premises or any customer device and associated cabling. This clause does NOT apply to transit customers, customers with circuit backup services such as ISDN/ADSL or alternate/bonded leased lines or where customer premises hardware is not the

Vital Service Level Agreement – UK Managed Leased Lines

responsibility of Vital Telcom.

SLA & Performance

- SLA clock starts from confirmation of fault issue
- 5 hour MTTR (Mean Time to Repair) for Fibre
- 7 hour MTTR (Mean Time to Repair) for Copper EFM
- 7 hour MTTR (Mean Time to Repair) for GEA-FTTC
- 20 hour MTTR (Mean Time to Repair) for GEA-FTTP
- 24/7 support lines
- All services are wire speed

To claim if we fail to meet this guarantee, the following must be submitted to Vital Telcom:

The Vital Telcom customer fault reference.

A copy of the attached device running configuration.

A copy of the attached device SHOW VERSION (or non-Cisco equivalent) output.

A copy of the attached device SHOW INTERFACE (or non-Cisco equivalent) output for the interface facing Vital Telcom during the outage.

Customer Circuit Repair Time

Where a circuit from the customer premises to the Vital Telcom point of presence was ordered by Vital Telcom, we will offer a 5 hour return to service guarantee 24/7 for Fibre, 7 hour return to service guarantee 24/7 for copper EFM, 7 hour return to service guarantee 24/7 for GEA-FTTC and 20 hour return to service guarantee 24/7 for GEA-FTTP, regardless of the provision by a third-party (e.g. BT), in the event of a circuit failure. Unless the service is monitored/managed, the SLA clock will only commence at the point that Vital Telcom determines that the issue is confirmed by Vital Telcom support engineers as a Vital Telcom or 3rd party supplier circuit problem and not from the time the fault is reported by the customer. Vital Telcom would expect that the customer has fully performed and undertaken network and circuit diagnostic checks and verified that the issues are due to the Vital Telcom or the 3rd party supplier's network, before a fault is raised to Vital Telcom support. This guarantee excludes problems caused by power disruption at the customer premises or the customer CPE and associated cabling. This clause does NOT apply to transit customers.

To claim if we fail to meet this guarantee, the following must be submitted to Vital

Telcom: The Vital Telcom customer fault reference

The time of the first contact with Vital Telcom.

Exclusions

In all cases scheduled maintenance, as notified to the customer 48 hours in advance and emergency maintenance where notified to the customer 4 hours in advance are both exempt from claims under this SLA. Emergency maintenance carried out with less than 4 hour's notice may be exempt, should the impact of not carrying out the maintenance cause a breach of the SLA. Denial of Service attacks against the customer's service is also exempt from claim under this SLA.

Credits

Should any of the above metrics be breached then a service credit will be issued against the customer's circuit. The limit for claims is equivalent to the SLA Vital Telcom receives from the

Vital Service Level Agreement – UK Managed Leased Lines

Operator directly. This will vary depending on the Operator used.

If there is an Outage, based on Vital Telcom data, Vital Telcom will apply a credit against the leased line rental.

For the purpose of calculating the outage period, a fraction of one (1) hour will be rounded-up to the nearest hour, provided the Customer reports the Outage within the "Claims" criteria below.

If Vital Telcom, based on its data, fails to meet the Latency Guarantee Vital Telcom will apply a credit to the Customer's rental charge for the leased line as follows:

(a) If failure to meet the Latency Guarantee occurs in two consecutive calendar months, Vital Telcom will apply a credit equivalent to one day's rental charge for that Leased line;

(b) If failure to meet the Latency Guarantee occurs for longer than two consecutive calendar months, Vital Telcom for each additional month will apply a credit equivalent to one day's rental charge for that Service.

Claims

To claim against this SLA the customer must submit a claim within 2 working days of the outage resolution to support@vital-tel.com

Providing the information shown in the section entitled remedies above. Vital Telcom aims to reply and resolve all such claims within 30 days of receipt.

Additional Information

Vital Telcom Group reserves the right to amend, modify or alter the thresholds and metrics measured by the SLA or change the level of remedy afforded to customers. Changes will be notified to the nominated contact at the customer organisation on a 30 day basis. A full, current copy of this SLA will be maintained online at <https://www.Vital-Tel.com/> with a version number and publication date included. For the avoidance of doubt the following terms have been used in this document and have the following meanings:

"Remedy" is a credit made to a customer's account upon the confirmation that a breach of this SLA has been made.

Vital Telcom will apply credit within 30 days of the confirmation of a breach and the customer is expected to continue to make payments to cover outstanding invoices until such time as the credit has been applied. At no stage will Vital Telcom make payments other than in the form of service credits.

"Traceroute" is a generic term for a number of different software tools capable of providing network path diagnostics.

Due to the nature of the protocol used (ICMP) and the priority applied to efficiently route packets within Vital Telcom's network, instantaneous results from a particular router may indicate a breach of this SLA but repeated tests must be taken to eliminate expected performance changes due to load. Customers should also be aware that ICMP echo requests may be suppressed for network security reasons and other diagnostic measure may be requested in these instances. A breach of SLA will not be remedied should such a security measure be in place.