



Service Level Agreement

Premium Connectivity Services

Rev 4 – May 2016



About Spectrum Internet

Spectrum Internet is an expert in providing superfast and ultrafast internet services. We literally go the extra metres, installing our own infrastructure and trialling new methods of delivering connectivity to bring speeds up to date for businesses and communities across Wales and the South West of England.

As a leading independent Internet Service Provider that transforms how people connect, communicate and collaborate, we continuously work hard to build and maintain a reputation for creating innovative solutions without compromising on service. This has been recognised in the industry through numerous prestigious awards.



Service Level Agreement

1 Service Description

1.1 Service Outline

This Service Level Agreement applies to the Spectrum Internet Ltd network connectivity services listed below. These services may comprise point-to-point connections between client sites, connection to a Spectrum Internet Ltd Point-of-Presence (PoP), and on-bound connection to the Internet. These services may be provided over a range of media and with varying equipment as detailed in the individual Product Descriptions.

1.2 Services

This SLA applies to the following services

- Fibre based point-to-point connections
- Fibre based Leased Lines with Internet break-out from Spectrum Internet Ltd managed PoPs

1.3 Scope

1.3.1 The Service Levels set out in this document are targets only and Spectrum Internet Ltd has no liability for a failure to meet them beyond the compensation detailed in this document.

1.3.2 If Spectrum Internet Ltd should fail to meet the targets described in these Service Levels the customer will be entitled to the compensation as set out below. Such compensation shall be the sole and exclusive remedy for breach of this Service Level Agreement.

1.3.3 All Service Levels described below are subject to the exclusions detailed in Section 6 below.

2 Operational Hours

Provisioning / installation is based on standard working hours of 08:00 – 18:00 Mon-Fri excluding Public Holidays. Availability is based on 24 / 7 clock subject to planned maintenance.

3 Performance

3.1 Provisioning / Installation

3.1.1 Spectrum Internet Ltd will aim to meet the following commitments on notification:

- (a) Within 1 working day of receiving the order, confirm order receipt and allocate a unique order reference number
- (b) Within 10 working days of receiving the order, confirm whether the service can be provided, and if there are likely to be any Excess Construction Charges
- (c) Within 16 working days of receiving the order, confirm the amount of any Excess Construction Charges and where possible confirm when the service will be provided (Contractual Delivery Date)

3.1.2 Spectrum Internet Ltd agrees to install the Service by midnight on the Contractual Delivery Date (CDD).

3.1.3 If Spectrum Internet Ltd fails to meet the CDD for the Service, the customer will be entitled to compensation as follows:

Delay Beyond CDD	Compensation
1-10 days	5% of standard installation charge*
11-15 days	10% of standard installation charge*
15-20 days	15% of standard installation charge*
>20 days	20% of standard installation charge*

*Standard installation charge for type of service, irrespective of Excess Construction Charges or Installation Charge waivers / discounts

3.1.4 If Spectrum Internet Ltd fails to meet the CDD, claims must be made within 28 days of the CDD, quoting the relevant Customer reference number by:

(a) E-mail, as a preference, to: support@spectruminternet.com or

(b) Telephone, to: Spectrum Internet Ltd on 029 200 22 333.

3.2 Service Availability

3.2.1 Spectrum Internet Ltd will use reasonable endeavours to meet a target of 99.99% availability, subject to the terms of this Agreement.

3.2.2 Service Availability will be based on the following elements:

(a) Circuit Availability – connectivity between the Customer Premises Equipment (CPE) and Spectrum Internet Ltd Core PoP

(b) Internet Availability (where applicable) – connectivity between the Spectrum Internet Ltd Core PoP and the Core Networks of Spectrum Internet Ltd's upstream providers

3.3 Repairs

3.3.1 If there is a service outage, based on Spectrum Internet Ltd's data, Spectrum Internet Ltd will apply a reduction to the Customer's rental charge for the Service as follows, provided the Customer reports the outage and claims for a reduction to the rental charge in accordance with section 3.3.2 below:

(a) For each fault, where the Outage Period is greater than 5 hours, for every hour or part thereof above 5 hours, 15% of the monthly service charge

(b) Compensation will be subject to a maximum of 100% of the monthly service charge in any given calendar month

3.3.2 The Customer should contact Spectrum Internet Ltd within two business days of experiencing the outage, by telephone to Spectrum Internet Ltd on 029 200 22 333. Spectrum Internet Ltd will provide the Customer with an incident number relating to the outage.

Claims quoting the relevant Incident Number must be made within 28 days of the outage by email to: support@spectruminternet.com quoting the relevant Incident Number

3.4 Network Latency

- 3.4.1 Spectrum Internet Ltd agrees to provide the Service with target latency of 20 milliseconds or less between the Spectrum Internet Ltd core PoP and the CPE.
- 3.4.2 Latency will be determined by Spectrum Internet Ltd calculating the average of round-trip transmission measurements taken in ten minute intervals during a calendar month.
- 3.4.3 All suspected latency issues should be reported in the first instance to Spectrum Internet Ltd by telephone to 029 200 22 333 or support@spectruminternet.com.

3.5 Network Jitter

- 3.5.1 Spectrum Internet Ltd agrees to provide the Service with target jitter of 3 milliseconds or less between the Spectrum Internet Ltd core PoP and the CPE.
- 3.5.2 All suspected network jitter issues should be reported in the first instance to Spectrum Internet Ltd by telephone to 029 200 22 333 or support@spectruminternet.com.

4 Service Operation

4.1 Monitoring

- 4.1.1 Spectrum Internet Ltd will monitor and log the availability of and performance of the circuit and Internet Connections on a 24/7 basis. Spectrum Internet Ltd will make performance statistics available via PDF on request. The client may request up to 4 reports per calendar month.

4.2 Incident Reporting

- 4.2.1 The Fault reporting process is based on a 24/7 clock.
- 4.2.2 All faults should be reported in the first instance to Spectrum Internet Ltd by contacting the Support Services Team via telephone to 029 200 22 333, or via email to support@spectruminternet.com. This will raise a unique Incident Number. Following this Spectrum Internet Ltd will use best endeavours to resolve the issue without undue delay.
- 4.2.3 The Spectrum Internet Ltd Support services team have a specific SLA in place for helpdesk services. Please refer to Spectrum Internet Ltd Support Services SLA.

4.3 Configuration / Change Management

- 4.3.1 Configuration management is based on standard working hours of 08:00 – 18:00 Mon-Fri excluding Public Holidays.
- 4.3.2 All requests for changes to the service configuration should be made in the first instance to the Spectrum Internet Ltd Support Services Team by either telephone to 029 200 22 333 or by email to support@spectruminternet.com. This will raise a unique Request Number. Following this Spectrum Internet Ltd will use best endeavours to process the Request without undue delay.

- 4.3.3 The Spectrum Internet Ltd Support services team have a specific SLA in place for helpdesk services. Please refer to Spectrum Internet Ltd Support Services SLA. In addition to this SLA, the following are indicative lead times for configuration changes:

Modifications to Reverse DNS Zone	1 Day
Modifications to or implementation of QOS policies (Where applicable to the service, subject to approval and additional charges)	5 Days
Requests for additional IP address allocation (Subject to approval and additional charges)	5 Days

4.4 Planned Maintenance

- 4.4.1 Planned Maintenance refers to planned engineering works / network modifications carried out within Spectrum Internet Ltd's control.
- 4.4.2 Spectrum Internet Ltd will endeavour to provide a minimum of 3 days' notice of Planned Maintenance which may impact on the availability or the quality of the service.
- 4.4.3 Notification will be made to the primary contact for the client as advised on the client order or as subsequently updated by the client. Notification will be via email.
- 4.4.4 The client will have the opportunity to request a deferment of any such planned maintenance and Spectrum Internet Ltd will attempt to reach a reasonable agreement on such deferment.
- 4.4.5 The above commitment notwithstanding, Spectrum Internet Ltd reserve the right to carry out emergency maintenance at any time where it is necessary to maintain the integrity or security of the network. Spectrum Internet Ltd will endeavour to provide as much notification of such emergency maintenance as possible.
- 4.4.6 Spectrum Internet Ltd will endeavour to ensure that all planned maintenance is carried out within the preferred hours of 00:00-06:00 and where possible at a weekend.

4.5 Escalation

- 4.5.1 If the client feels that Spectrum Internet Ltd are not living up to the commitments in this SLA, the following escalation path should be followed:

Business as Usual (BAU)	Support Services Team	support@spectruminternet.com
1st Escalation	Help Desk Manager	HDM@spectruminternet.com
2nd Escalation	Operations Manager	OM@spectruminternet.com
3rd Escalation	Operations Director	OD@spectruminternet.com
4th Escalation	Managing Director	MD@spectruminternet.com

5 Compensation

5.1 Method of Compensation

- 5.1.1 Compensation payable under the terms of this SLA will be allowed only if the client notifies Spectrum Internet Ltd as detailed above.
- 5.1.2 Subject to the exclusions detailed in section 6 below, Compensation payable will be credited as follows:
 - (a) For late provisioning (Section 3.1), credit will be made against the next invoice following the late activation
 - (b) For fault repairs / downtime (Section 3.3), credit will be made against the next invoice following confirmation of the acceptance of claim as defined in 3.3.2 above.

6 Exclusions

6.1 Matters Beyond Our Reasonable Control (MBORC)

- 6.1.1 This Service Level Agreement and corresponding compensation will not apply where:
 - (a) through no fault of its own, Spectrum Internet Ltd is unable to gain the necessary permissions or consents required in connection with a particular Service Level;
 - (b) failure is due to Force Majeure
 - (c) failure is due to a planned or Emergency service interruption as detailed in section 4.4 above
 - (d) failure is due to theft or vandalism to Spectrum Internet Ltd infrastructure

6.2 Client Responsibilities / Actions

- 6.2.1 This Service Level Agreement and corresponding compensation will not apply where:
 - (a) the fault or failure is not notified in accordance with Sections 3.1.4, 3.3.2 and 4.2 above
 - (b) the failure is due to inaccurate information provided by the client in the ordering process
 - (c) the failure is due to the clients own network equipment or environment
 - (d) the client has failed to implement any reasonable and clear instructions issued by Spectrum Internet Ltd in relation to the service
 - (e) through no fault of its own Spectrum Internet Ltd has been unable to carry out necessary work at, or gain access to the client site
 - (f) the client fails to agree an appointment date
 - (g) the client and Spectrum Internet Ltd agree a different timescale for the performance of a Service Level as described in this agreement

- (h) the client is in breach of any part of the contract for services, including the terms and conditions for payment of invoices, or the service has been suspended by Spectrum Internet Ltd in accordance with the contract conditions



Spectrum Internet Ltd

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