

Ethernet Service Level Agreement

Service Level Agreement

Artemis will use reasonable endeavours to comply with the service levels set out in this section, but these levels are target service levels only and Artemis has no liability for any failure to meet them except as set out in this section.

Service Demarcation

For all services, except for wires-only internet access, the service demarcation point is the LAN-side port/ports of the customer premises router. For wires-only, the service demarcation point is the customer port of the Network Terminating Equipment ("NTE").

Service Levels

Availability

The Ethernet Service can be used to deliver internet access or IP telephony services. Different network architectures are used to deliver each of these services.

- When used for Internet Access each Ethernet circuit will be available for 99.9% of any given calendar month;
- When an Ethernet circuit and an Ethernet backup circuit is taken, the service will be available for 99.99% of any given calendar month
- When any Ethernet circuit and a xDSL or FTTC Broadband backup is taken, the service will be available for 99.93% of any given calendar month
- When used for IP telephony services each Ethernet circuit will be available for 99.94% of any given calendar month as standard or 99.97% (with Broadband Backup) and 99.99% (with Ethernet backup)

The following shall not be included when calculating the above service level(s):

- Outages or delays which are deemed by Artemis to be the result of matters outside its direct control
- Outages or delays which are a result of a WLR3 fault that affects the availability of the FTTC Ethernet/Broadband service
- Planned or notified maintenance whether in response to an emergency or otherwise.

Availability is calculated as:

Total number of minutes in the measurement period – Unplanned Downtime x 100
Total number of minutes in the measurement period

Performance

The performance measures below are for the end-to-end primary Ethernet service, from the core network (source) to the service demarcation point:

- Latency (Source to Destination) <15ms
- Packet Loss - <0.2%
- Jitter (Source to Destination) - <5ms

Provisioning

Artemis will use reasonable endeavours to:

- Notify the Customer within 2 working days after the receipt of a CRF and Order Form as to the acceptance or rejection of the CRF and Order Form;

- Notify the Customer within 16 working days after the acceptance of a CRF and Order Form of the results of the site survey, whether service can be delivered and advise of any Excess Construction Charges;
- Notify the Customer within 18 working days after the acceptance of a CRF and Order Form of the amount of Excess Construction Charges payable (if any), the Contractual Delivery Date (24 working days) and the preferred installation date for the circuit;

To make services (Ethernet and chosen backup option) live:

- For FTTC Ethernet, within 20 working days after the acceptance of a CRF and Order Form
- For copper Ethernet, within 30 working days after the acceptance of a CRF and Order Form
- For Fibre Ethernet, within 60 working days after the acceptance of a CRF and Order Form; and
- Terminate a service on the date requested by the Customer provided that the Customer has given Artemis no less than 60 days written notice.

Service Level Guarantee

Provisioning

Artemis will activate the service by midnight on the Installation Date.

For managed internet access and services supporting Artemis IP telephony, the installation of a router is required for the full connectivity to the network. This installation occurs on or after the Installation Date.

If Artemis does not activate the service by midnight on the Installation Date, then Artemis will credit the Customer with a compensation entitlement in accordance with the following table:

Number of working days activation is beyond the Installation Date	Compensation Entitlement - reduction in the connection charge for the circuit
1-10	5%
11-15	10%
16-20	15%
More than 20	20%

Connection charges for any other Artemis product associated with the service are be excluded from the calculation of the compensation entitlement.

Fault Handling

Artemis will make available the fault handling service 24 hours a day and 7 days a week including Public and Bank Holidays.

All faults will be validated when reported and subsequently classified as below:

- **Priority 1** - Total loss of service (hard down or no transmission of signal in one or both directions)
- **Priority 2** – Service is available, but either reduced functionality or degradation is creating significant business impact for the End User
- **Priority 3** - Service is available, but either reduced functionality or degradation is being experienced by the End User without any significant business impact for the End User

For Priority 1 faults Artemis will resolve the fault within 6 Clock Hours (as defined below) from a validated fault, or, for Copper Ethernet and FTTC Ethernet, 8 Clock Hours from a validated fault.

Clock Hours are defined as the time between the Start Time and Stop Time, excluding Parked Time, where:

- **Start Time** means the time a fault has been validated and categorised as a Priority 1 fault
- **Stop Time** means the time a fault has been resolved
- **Parked Time** means the time during which the resolution of a fault is outside of our control

For Priority 2 faults Artemis will resolve the fault within 1 working day from a validated fault.

For Priority 3 faults Artemis will resolve the fault within 3 working days from a validated fault.

For Priority 1 faults only, if Artemis does not resolve a fault on a circuit within the relevant timeframe set out above, then Artemis will credit the Customer with a compensation entitlement in accordance with the following table:

Measurement	Compensation Entitlement - reduction in monthly circuit rental
Each hour or part hour beyond the target fault clearance time	10% of the monthly rental

Credits will be applied on a per fault basis and will be capped at 100% of the monthly circuit rental. Monthly rental charges for any other Artemis product associated with the service are excluded from the calculation of the compensation entitlement.

Where a backup service is taken and in the unlikely event that both the primary and secondary services are not working the focus of the support team will be to get the primary link back in to service. Effort will therefore be applied to this and not to fixing the secondary service. The ADSL/FTTC backup circuit comes with a Standard Care level of support.

Bandwidth utilisation graphs are not available for the secondary Broadband connections.

Exclusions from the Service Level Guarantee

A service level, service level guarantee and any compensation entitlement will not apply if:

- The failure by Artemis is due to the Customer's own network or equipment or any other network (including but not limited to the internet) or equipment outside the core network;
- Through no fault of its own or because of circumstances beyond its reasonable control, Artemis is unable to carry out any necessary work at, or gain access to the Customer's site or the Customer fails to agree an appointment date or planned work is aborted (save at Artemis's request);
- Reasonable assistance is required, or information is reasonably requested by Artemis from the Customer or End User or a third party and such assistance or information is not provided or is not provided in a timely fashion;
- Through no fault of its own, Artemis is unable to obtain any necessary permissions or consents required in connection with the performance of a particular service level or service level guarantee;
- The failure is due to Force Majeure or some other event outside Artemis's reasonable control;
- The failure is due to a planned or emergency service interruption;
- The failure is due to an inaccurate Order Form having been submitted;
- The Customer or End User has failed to implement any reasonable and explicit instructions issued by Artemis in relation to the service.
- The fault handling resolution times for FTTC Ethernet do not include any time taken to first resolve any WLR3 faults affecting the availability or performance of the FTTC Ethernet service. The 8-hour fault target resolution time will commence from the time that it is established that the WLR3 line is in working order and is not affecting the FTTC Ethernet service.

- FTTC Ethernet downstream speed related faults will only be accepted for speeds performing slower than the purchased speed where the purchased speed is 20Mbps or less. Upstream faults will be accepted for speeds performing lower than the purchased speed up to a maximum of 20Mbps.

Wires-Only Service

Services provided to the customer without an Artemis supplied and managed customer premises router are known as 'wires-only' services. These services are not provided as managed services and therefore have a reduced Service Level Agreement, as set out below:

- For a wires-only service, the service demarcation point is the customer port of the Network Terminating Equipment ("NTE");
- The service levels set out above apply to the core network only;
- In the event of a fault it is incumbent on the Customer to demonstrate that the fault lies with the Artemis Ethernet Service and not externally. If both parties agree this to be the case the fault is deemed to be validated and Artemis will resolve the fault within the timescales set out in paragraph above. The compensation entitlement set out in that paragraph will apply to any failure by Artemis to resolve the fault within such timescales.