

Reference Offer for Leased Line and Ethernet Services

Schedule 3: Service Standards

1. Service Standards

- 1.1. This Service Standard defines the levels of service the CP can expect from KCOM.
- 1.2. The Services covered by this Schedule 3 are the Data Direct Access Service, Ethernet Direct Access Service, Data Connect Access Service, ~~and Ethernet Connect Access Service, External CableConnect and Optical Wave Access Service including filter.~~
- ~~1.3. The Services involve connections between two or more specified locations available for use on an unlimited basis at a specified transport rate.~~
- ~~1.4. The CP will provide KCOM with details of the CP Order Correspondence Contact(s) and the CP Operational Contact(s) and their details shall be set out in this Customer Service Plan. KCOM will only accept Orders placed by the CP Order Correspondence Contact(s) named in the Customer Service Plan and KCOM shall only address incidents raised by the CP Operational Contact(s) set out in the Customer Service Plan.~~

2. Service availability

- 2.1. KCOM will use reasonable endeavours to provide the Services 24 hours a day 365 days a year and to give the CP advance notice of any Planned Outages which will impact service availability.
- 2.2. The service levels will not apply if:
 - (a) the failure by KCOM is due to the CP's own network or equipment or any other network or equipment outside the KCOM Network; or
 - (b) the CP is in breach of any part of this Agreement which relates to the provision of the Services to the relevant CP Site, WFLLA Site and/or End User Site, or KCOM suspends the Services or any part of them in accordance with this Agreement; or
 - (c) through no fault of its own or because of circumstances beyond its reasonable control, KCOM is unable to carry out any necessary work at, or gain access to the CP Site, the relevant WFLLA Site, the CP Equipment Room and/or End User Site or the CP fails to agree an appointment date or work is aborted due to the CP; or
 - (d) the CP and KCOM agree a different timescale in writing (which shall include but is not limited to email) for performance of the relevant Services; or
 - (e) reasonable assistance is required or information is reasonably requested by KCOM within a reasonable timescale from the CP or the End User or a third party and such assistance or information is not provided; or
 - (f) through no fault of its own, KCOM is unable to obtain any necessary permissions or consents required in connection with the performance of a particular service level; or
 - (g) the failure is due to an Event of Force Majeure; or
 - (h) the failure is due to a Planned Outage on the KCOM Network or an Emergency; or
 - (i) ~~if~~ the incident is not reported in accordance with the incident reporting provisions as specified in the Service Operations Manual; or

- (j) in the case of External CableConnect the failure is on the cable or its termination within the CP Equipment Room.

3. Planned outages

- 3.1. Planned Outages may occasionally be necessary for KCOM to carry out essential maintenance or network upgrades; these will be kept to a minimum.
- 3.2. Except in an Emergency or when circumstances are beyond KCOM's control KCOM will use KCOM's reasonable endeavours to provide at least 10 (ten) Working Days' notice of any planned work which will affect the availability of the Services.
- 3.3. The CP can contact the KCOM Operational Contact or such other contact as notified by KCOM to CP from time to time to request an alternative outage time, which KCOM will use its reasonable endeavours to implement. KCOM will give notice of Planned Outages to the named contact(s) with the CP.

4. Alarms ~~ca~~Caused by CP's Action

- 4.1. If an alarm that affects the Services is detected on equipment which is monitored by KCOM, KCOM will contact the CP.
- 4.2. If the alarm has been caused by the CP's or an End User's action, for example:
- (a) mains power failure without standby power; or
 - (b) disconnection of on-site equipment

KCOM will ask the CP to give an estimated time of clearance. This will allow KCOM to ensure that alarms have been cleared and circuits have recovered when power is restored.

- 4.3. Whenever possible, the CP should give KCOM advance notice of any event, for example building work necessitating disconnection of power which may disrupt the supply of the Service.

5. Incident management

- 5.1. In the event that the CP becomes aware of any problem or a breakdown in the operation of the Services, any KCOM Equipment or the KCOM Network, the CP should notify KCOM by contacting the KCOM Technical Support Team in accordance with the Incident Management Procedure as set out in the Service Operations Manual.
- 5.2. Once it has been established that a problem exists, KCOM shall rectify incidents in accordance with the Service Standards.
- 5.3. To diagnose and resolve any suspected incidents rapidly and effectively, the CP should endeavour to ensure the CP is in possession of the following information when contacting the KCOM Technical Support Team:
- (a) the CP's organisation name and address;
 - (b) where the incident affects an End User, the End User's organisation name and address
 - (c) details of the Service provided by KCOM to the CP and/or End User as applicable;
 - (d) the address of the CP Site, WFLLA Site and/or End User Site which is affected by the incident and the details of a contact at the CP Site and/or End User Site;
 - (e) affected circuit reference numbers or for Optical Wave Access Service including filter, the affected Wavelength or bearer number;
 - (f) nature of the incident;
 - (g) details of any tests the CP may have carried out in attempting to localise the problem;
 - (h) availability of access to the CP Site and/or End User Site for KCOM's engineering staff;
 - (i) confirmation as to whether affected circuits, or for Optical Wave Access Service including filter the affected Wavelength or bearer can be taken out of service, if necessary for testing.

- 5.4. Failure to meet the Time To Resolve (TTR) obligation for a Service Affecting Incident may entitle the CP to claim compensation as detailed in ~~paragraph Section 6~~ of this Schedule 3.
- 5.5. KCOM, ~~through utilisation of its business care plus support service~~, will use its reasonable endeavours to:
- (a) make the repair service available 24 hours a day, 7 days a week including Public and Bank Holidays within the UK;
 - (b) repair an incident within 5 clock hours of it being reported (measured 24 hours a day, 7 days a week including Public and Bank Holidays within the UK);
 - (c) contact the CP to report the progress being made to restore the Service if the Service is not restored within the timescales set out in ~~Section paragraph 5.5 subsection (b)~~ of this Schedule 3.

~~5.6. Restrictions~~

~~5.6~~ The TTR period shall begin once the CP notifies the KCOM Technical Support Team of the incident in accordance with the Incident Management Procedure.

~~5.7~~ The TTR period shall cease upon notice to the CP by the KCOM Technical Support Team of an incident resolution. KCOM will record the duration of the TTR period in order to be able to comply with KCOM's obligations under paragraph 5.5.

~~5.8~~ If KCOM is prevented from resolving the incident within the TTR as a result of not being able to gain access to the ~~CP affected Site and/or End User Site (as applicable)~~ (subject to providing prior notice wherever possible), then the time period from when KCOM notifies the CP of KCOM's inability to gain access to the ~~CP Site and/or End User Site~~ to the time when KCOM actually gain access shall be deducted from the TTR calculations for the purposes of ~~calculating~~ the Service Credits. For the avoidance of doubt, KCOM reserves the right to charge the CP a Call Out Charge as set out in the Price List where KCOM is unable to gain access to the Site pursuant to this paragraph 5.8.

~~5.7. Incidents Not Involving KCOM's Network~~

~~5.9~~ If the incident cannot be traced to KCOM's Services, the KCOM Network or KCOM Equipment, and appears to be a problem with resources or equipment for which KCOM is not responsible, KCOM will provide the CP with a report of tests that have been carried out and an explanation of how the incident was traced. This report will be supplied in writing to the CP if requested. KCOM reserves the right to apply Time Related Charges (TRC), including without limitation any Call Out Charge, as published in the Price List for any abortive fault localisation work undertaken.

6. Service Credits

~~6.1~~ Where KCOM fails to comply with this Service Standard, and KCOM is unable to demonstrate the delay to be caused by failure of the CP to fulfil any of the CP's obligations or by a delay caused by the End User or a ~~T~~hird ~~P~~arty or by circumstances beyond reasonable control or an incident is otherwise determined by KCOM to be a CP Responsible Incident, the CP shall be entitled to the following Service Credits.

~~6.1. Provision of Service~~

~~6.2~~ For each day or part day KCOM is late in meeting the Proposed Start Date for each of the Services described in Schedule 2 except Optical Wave Access Service including filter, the CP has the right to claim compensation as detailed in Table 1., ~~the CP shall be entitled to the daily sum specified in the Price List for the Service affected by the failure.~~

Table 1

<u>Number of days beyond the Proposed Start Date</u>	<u>Percentage of the Connection Charge %</u>
<u>1-10</u>	<u>5% of the Connection Charge</u>
<u>11-15</u>	<u>10% of the Connection Charge</u>
<u>16-20</u>	<u>15% of the Connection Charge</u>
<u>More than 20</u>	<u>20% of the Connection Charge</u>

6.3 The maximum Service Credit that the CP may claim under this Agreement in respect of an Order where KCOM fails to achieve the Proposed Start Date is 20% of the Connection Charge for the affected Services in paragraph 6.2.

6.4 For the Optical Wave Access Service with filter, for each day or part day KCOM is late in meeting the Proposed Start Date, the CP has the right to claim compensation of 0.5% of the Connection Charge subject to a maximum claim of 30% of the Connection Charge for the relevant Optical Wave Access Service with filter connection.

6.5 The CP has the right to claim compensation as detailed in Table 2 if the reported incident causes 'total loss of service' (i.e. no transmission of signals in one or both directions between the product demarcation points) for more than 5 clock hours after it has been reported to KCOM.

Table 2

<u>Service</u>	<u>Time to resolve incident hours after TTRF</u>	<u>Service Credit</u>
<u>Data Direct Access Service</u> <u>Ethernet Direct Access Service</u> <u>Data Connect Access Service</u> <u>Ethernet Connect Access Service</u> <u>Optical Wave Access Service</u>	<u>Up to 3 hours after 5 clock hours</u>	<u>1% of annual Rental Charges *</u>
<u>Data Direct Access Service</u> <u>Ethernet Direct Access Service</u> <u>Data Connect Access Service</u> <u>Ethernet Connect Access Service</u> <u>Optical Wave Access Service</u>	<u>3 - 6 hours after 5 clock hours</u>	<u>3% of annual Rental Charges *</u>

Data Direct Access Service Ethernet Direct Access Service Data Connect Access Service Ethernet Connect Access Service Optical Wave Access Service	6+ hours after 5 clock hours	5% of annual Rental Charges*
External CableConnect	For each hour after 5 clock hours up to a maximum of 24 hours	100% of annual Rental Charges*

* refers to rental charges paid by CP in the previous 12 months for each additional hour that the incident remains unresolved.

6.6 For the avoidance of doubt where KCOM is supplying any of the Data Direct Access Service, Ethernet Direct Access Service, Data Connect Access Service, Ethernet Connect Access Service or Optical Wave Access Service with filter, the Service Credits in Table 2 of paragraph 6.5 are not cumulative. For example, in the event that KCOM fails to meet the TTR for an incident by a period of 7 hours, the Service Credit would be 5% of the annual Rental Charge for the applicable Service subject to the Order and not 9%.

The maximum Service Credit that CP may claim under this Agreement in respect of an Order where KCOM fails to achieved the Proposed Start Date is 60 x the daily sum specified in the Price List for that specific Service.

6.2. Incident Management

In the event that KCOM fails to meet the TTR for incidents, the CP has the right to claim compensation as detailed in Table 2.

Table 2

Hours Past TTR	Service Credit
Up to 3	1% of annual rental*
3-6	3% of annual rental*
6+	5% of annual rental*

Please note, for the avoidance of doubt the Service Credits in this Section 6.2 are not cumulative. For example, in the event that KCOM fails to meet the TTR for an incident by a period of 7 hours, the Service Credit would be 5% of annual Rental Charge for the applicable Service subject to the Order and not 9%.

* refers to rental charges paid by CP in the previous 12 months for each additional hour that the incident remains unresolved, up to a maximum aggregate amount equal to 3 months' Rental Charges in any 12 month period, commencing on the Service Start Date of the Order or any anniversary of that date.

7. Total service credits

6.7 For the avoidance of doubt, with the exception of the External CableConnect Service, the maximum aggregate Service Credits available under any individual accepted Order, whether claimed under ~~sections 6.1 and/or 6.2~~ paragraph 6.5 of this Service Standard, shall not exceed three (3) months Rental Charges payable under the accepted Order in any 12 month period, commencing on the Service Start Date of the affected Order or any anniversary of that date.

6.8 In the event that any Service Credits due to the CP under this Service Standard relate to the same incident or cause, the CP shall only be entitled to claim and KCOM shall only be liable for, Service Credits under paragraph 6.2, 6.4 or 6.5 ~~either section 6.1 or 6.2~~ of this Service Standard. For the avoidance of doubt, KCOM shall not be liable to pay Service Credits under each paragraph~~both sections~~ in respect of the same incident or cause.

7.4. Payment of Service Credits

7.1 All claims for Service Credits must be submitted to the KCOM Operational Contact within 30 Working Days (dependent on the type of claim), from either:

- the date Service was delivered (late delivery)
- the date the incident was notified to KCOM (incident management)

7.2 Credit notes for any Service Credits due to the CP will be issued which can be used to offset future Charges. If at any time an account enters into credit, the CP may request payment by cheque to reduce the account balance to zero. When the balance on the account is in debit, a cheque cannot be requested.

7.3 KCOM will issue Service Credits from the date the CP enters into this Agreement with KCOM. Service Credits will not be issued retrospectively for any Service Standard failures which occurred prior to the date that the CP and KCOM entered into this Agreement.