

# SERVICE LEVEL AGREEMENT LEASED CIRCUIT (ACCESS, ETHERNET)



Rev 1.0 - 01.01.07

## 1. SCOPE

- i. This SLA sets out the Service Levels provided in relation to ISL's Leased Line Service and is subject to ISL's General Terms and Conditions and Leased Lines Specific Terms and Conditions.
- ii. In the event of any conflict, the order in which each document will take precedence over the other is as follows: (i) this SLA, (ii) Leased Lines Specific Terms and Conditions and (iii) General Terms and Conditions.
- iii. Definitions (i.e. capitalised words and expressions) used in this SLA shall have the meaning set out in the General Terms and Conditions and Leased Lines Specific Terms and Conditions, unless and to the extent provided otherwise in the SLA.
- iv. This SLA shall commence on the date that the Leased Line Service goes live and is made available to the Customer. For the avoidance of doubt, the Service Levels will not take effect until the Leased Line Service has gone live.

## 2. DEFINITIONS

- i. 'Customer Premises Equipment' or 'CPE' means terminating equipment (i.e. ISL supplied routers) installed at a customer site and connected to the leased line.
- ii. 'Business Hours' or 'business hours' means between the hours of 9am to 5pm Monday to Friday excluding public holidays.
- iii. 'Demarcation Point' means the point between the CPE and the NTU, being the point where ISL's responsibility under this SLA ends and the Customer's responsibility begins. This will normally be where the Customer network connect to a port/ports on the ISL supplied router, save where the Customer supplies the router, in which case it will be where the NTU connect to the Customer router.
- iv. 'Force Majeure' means any event or circumstances beyond our or any of our suppliers' reasonable control (including, but not limited to, fire, lighting explosion, war, disorder, flood, industrial dispute, sabotage, weather conditions or acts of local or central Government or other competent authorities).
- v. 'Leased Circuit' or 'Leased Line' means (a) physical connection used to connect equipment owned and managed by the customer at one site of the customer, in the

case of Access and Ethernet, to ISL's Edge Network; and (b) which in all cases is a dedicated link, used exclusively by the Customer for the purpose of data transmission.

- vi. 'Leased Circuit Equipment' means the NTU and may, as the context requires, also refer to the Leased Line.
- vii. 'Leased Line Service' means one of the following leased line services utilising a Leased Circuit ordered by the Customer and provided by ISL: Access Circuits, Ethernet Circuits.
- viii. 'Network Termination Unit' or 'NTU' means the device that connects the Leased Line with the CPE that marks the final interconnect between the public network and a customer's private equipment.
- ix. 'Packet Loss' means the loss of data packets arising out of breakdown in the physical transmission media or being intentionally discarded due to network congestion.
- x. 'Scheduled Maintenance' means outline, preventative or emergency maintenance carried out by ISL to the ISL network.
- xi. 'Service Levels' means the service levels described in clauses 3,4,5 and 6 of this SLA, subject to the conditions and exclusions in Clauses 9, 10, 11 and 12.
- xii. 'SLA' means this Service Level Agreement.
- xiii. '24/7' means twenty four hours, seven days a week, 365 days a year.
- xiv. 'ISL's Edge Network' means the network zone in ISL's network where Customer terminating equipment is located.
- xv. 'ISL supplied router' means a router provided by ISL to facilitate access to the Leased Circuit covered by this SLA for equipment owned and managed by the Customer (including networks and discrete devices).

## 3. OPERATION OF THE LEASED CIRCUIT

- i. ISL will ensure that the Leased Circuit will be available for 100% during the term of this SLA, subject to the terms of this SLA.
- ii. A Leased Circuit will be treated as available when the Customer is able to send and receive data between the Customer Network and the Internet via the ISL supplied router.

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iii. A Leased Circuit will be treated as unavailable when data cannot be passed between the ISL supplied router and ISL's Edge Network.

## 4. PERFORMANCE OF THE LEASED CIRCUIT

- i. ISL will ensure that Packet Loss will not exceed 5% across the Leased circuit, as measured over any continuous 15 minute period during the term of this SLA.
- ii. ISL will ensure that the average round trip time for data packets will not exceed 30ms (milliseconds) between the ISL supplied routers at each Customer site or between an ISL router and the interface with ISL's Edge Network, as measured over any continuous 15 minute period during the term of this SLA.

## 5. OPERATION OF THE ROUTER

- i. ISL will ensure that the configuration and operation of any ISL supplied router will not adversely affect the availability of the Leased Circuit under Clause 4.
- ii. ISL will ensure that each ISL supplied router will be available 100% during the term of this SLA in respect of data transmission utilising an ISL supplied router.
- iii. ISL will ensure that operating software on an ISL remains up to date and inline with the manufacturer's specifications.
- iv. In the event of failure of any ISL supplied router. ISL will ensure that a suitably configured replacement will be available to the Customer within 4 hours of the failure being identified by the Customer and notified to ISL in accordance with this SLA.

## 6. SUPPORT

- i. ISL will ensure that an ISL technician is contactable by the Customer 24/7 by telephone, and during business hours by e-mail, subject to paragraph 6.ii
- ii. ISL will ensure that calls for assistance concerning a Leased Circuit or ISL supplied router will receive a response by telephone or other equivalent communication within 1 hour, from 24/7 and or during business hours by e-mail.
- iii. ISL will ensure that faults affecting availability of Leased Circuits in respect of Access Circuits and Ethernet Circuits will be resolved within 8 hours of (the later of) the fault being raised by the Customer and a

fault ticket number being assigned to the Customer.

- iv. ISL will ensure that faults affecting availability of Wholesale Ethernet Circuits will be resolved within 48 hours of (the later of) a fault ticket being raised and a ticket number being assigned.
- v. ISL will ensure that faults affecting availability of any ISL supplied router will be responded to in 4 hours of (the later of) the fault being raised by the Customer and a fault ticket number being assigned to the Customer.
- vi. A fault shall be treated as resolved when the Leased Circuit is available to the Customer.

## 7. NETWORK MAINTENANCE

- i. ISL and or its third party agencies periodically conduct Scheduled Maintenance that may affect availability of ISL supplied routers or Leased Circuits. ISL and or its third party agencies will make every reasonable effort to ensure that Scheduled Maintenance does not affect availability of the Leased Line Service, but reserve the right to carry out Scheduled Maintenance and shall give the Customer as much notice as is reasonably practicable to ensure proper operation of the Leased Line Service.

## 8. MONITORING

- i. ISL actively monitors network traffic on the Leased Circuit at 5 minute intervals on all principal Demarcation Points; either collectively at aggregation points for services such as DSL or individually for Leased Circuits and co-located service ports. The data gathered is used for the purposes of capacity planning and fault detection.

## 9. COMPENSATION

- i. If ISL fails to meet the Service Level described in paragraph 3 (Operation of the Leased circuit) in any Quarter. ISL will credit the Customer with the equivalent of one day's service charge for each hour the fault persists, from the time of (the later of) a fault being raised and a ticket number being assigned, subject to a maximum credit of 15.0% of the monthly service charge for that month.
- ii. If ISL fails to meet the Service Level described in paragraph 4 (Leased Circuit Performance) in any Quarter. ISL will credit the Customer with the equivalent of one

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day's service charge for each hour the fault persists, from the time of (the later of) a fault being raised and a ticket number being assigned, subject to a maximum credit of 15% of the monthly service charge for that Month.

- iii. If ISL fails to meet the Service Level described in paragraph 5 (Operation of the ISL supplied router) in any Quarter, ISL will credit the customer with the equivalent of one day's service charge for each hour the fault persists, subject to a maximum credit of 15% of the monthly service charge for that Month.
- iv. If ISL fails to meet the Service Level described in paragraph 6 (Support) in any Quarter, with respect to response time. ISL will credit the Customer with the equivalent of one day's service charge for each hour a support issue remains unacknowledged by ISL, subject to a maximum credit of 15% of the monthly service charge for that Month.
- v. IF ISL fails to meet the Service Level described in paragraph 6 (Support) in any Quarter, with respect to Leased Circuit availability resolution time, ISL will credit the Customer with the equivalent of one day's service charge for each hour a service affecting fault remains unresolved, subject to a maximum credit of 15% of the monthly service charge for that Month.
- vi. If ISL fails to meet the Service Level described in paragraph 6 (Support) in any Quarter, with respect to router availability resolution time. ISL will credit the Customer with the equivalent of one day's service charge for each hour a service affecting fault remains unresolved, subject to a maximum credit of 15% for the monthly charge for that Month.
- vii. All service charge credits will be raised in respect of the service charge for the affected product or service in the next charging period that follows the period of 30 days following the failure in question and are subject to the terms of Clause 10. Credits raised will be deducted from the Customer's next invoice.

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## 10. NOTIFICATIONS

- i. The Customer must telephone the Technical Support Unit as soon as a problem with the Leased Circuit or ISL supplied router is discovered.
- ii. Following preliminary diagnostic work to identify the nature of the fault with the

service, a fault ticket will be issued by ISL in relation to the fault. Only one fault ticket will be issued in relation to a fault whether or not the fault gives rise to a failure of one or more Service Levels.

- iii. The Customer must supply all necessary data to identify and corroborate the presence of a fault and provide all necessary assistance to the ISL technician in determining the cause of the fault condition.
- iv. Claims under this SLA must be raised with the account manager responsible for the Leased Line in writing subject to Clause 11.iii.

## 11. COMPENSATION AND CONDITIONS LIMITS

- i. Service Credits or other claims for financial compensation in any given calendar month in which a fault occurs shall not in any circumstances exceed the total monthly service charge (i.e. the actual monthly charge or a pro rated monthly charge where the actual billing period is longer than a month) for the Leased Line Service for such given month, regardless of the number of faults reported and or occurring in that period against any other product or service supplied by ISL.
- ii. Customers can only make one claim under the Service Levels set out in Clauses 3, 4, 5 and 6 of this SLA (pursuant to Clause 9) in respect of a single fault ticket and accordingly service credits will not exceed the amount of one day's service charge for each hour of failure (notwithstanding that such failure is a concurrent failure of two or more of the said Service Levels) arising out of one fault, subject to a maximum credit of 15% of the service charge for the Month in which the failures occur. The Customer may elect to claim under the Service Level that gives rise to the greatest amount of service credits.
- iii. Claims for service credits cannot be made unless:
  - a) Made within 30 days of a fault being reported by the Customer;
  - b) Lodged with the ISL account manager responsible for the product; and
  - c) Accompanied by a valid fault ticket number.

## 12. EXCLUSIONS

- i. The service Levels will not apply and accordingly claims for service credits or

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