



Broadband (ADSL) Enhanced Care Service Level Agreement

1 SCOPE

- 1.1** This agreement sets out the service levels that apply when a customer purchases Zen Internet's Enhanced Care product.
- 1.2** Zen Internet provides a guaranteed response time in respect of service and support enquiries subject to the terms of this agreement.
- 1.3** Zen Internet provides a guaranteed resolution time in respect of service affecting faults originating from the Zen Internet supplied (BT Wholesale resold) DSL circuit and the Zen network.
- 1.4** This agreement only applies to faults found with the Zen Internet supplied (BT Wholesale resold) DSL circuit or the Zen Internet network, including core and edge networking components and interlinks owned and operated by Zen Internet. The agreement does not apply to equipment connected to the circuit or Zen network that is not supplied and managed by Zen Internet.

2 SERVICE PERFORMANCE

- 2.1** Zen Internet commits to a ONE 'Support Working Hour' response time in respect of all technical support enquiries relating to the broadband service. Responses may be by telephone or email.
- 2.2** Zen Internet commits to a TWENTY 'Support Working Hour' fault resolution time in respect of all faults found to have originated with the Zen Internet supplied (BT Wholesale resold) DSL circuit or within the Zen Network.

3 SERVICE DEFINITIONS

- 3.1** Support Working Hour is defined as any hour within the hours of 8.00am and 8.00pm weekdays, excluding bank holidays.
- 3.2** The fault timing clock begins upon the entry of a fault into Zen's systems and the subsequent issuing of a fault ticket number.
- 3.3** Parked Time is defined by Zen Internet being unable to progress the fault repair process without further contact with the customer, within a Support Working Hour. Parked time will be excluded from the total fault time. There are a number of events that will result in a fault being parked:
 - a)** Fault passed back for retest:
Zen Internet believes the fault to be resolved and require confirmation from the end user via a retest.
 - b)** Further diagnostics required:
Zen Internet requires further end user diagnostics in order to progress the fault. E.g. end user changing login details to allow Zen or BT to perform more in-depth fault analysis.
 - c)** Awaiting customer visit appointment:
A visit to the end user's premises is required. BT will send the first available engineer, unless advised not to do so by Zen. Where the customer is not available 24 hours a day, 7 days a week for this appointment, they should advise Zen Technical Support as soon as possible, who will liaise with BT to assign a more suitable time.

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The fault will be parked while the customer determines availability of the end user for an appointment.

- d)** Appointment made outside of SLA time:
Parked until the appointment time if the end-user has specifically requested an appointment time outside of the stated SLA period.
- e)** No access to end user premises at appointment slot:
Parked until a new appointment is made.
- f)** Fault repaired:
Parked while awaiting confirmation from the end-user that the fault has been resolved.

3.4 Counted time will reflect the time for which Zen Internet are wholly responsible.

3.5 Resolution time is measured from the moment a fault ticket number is generated.

3.6 A fault is closed, and the fault clock stopped, once the customer informs Zen Internet that the end user has confirmed the fault is clear, or after a period of five working days.

4 COMMUNICATION AND NOTIFICATION

4.1 On purchasing the Enhanced Care product, the customer will nominate a contact, to whom any fault updates will be communicated to, and who will be responsible for providing all reasonable assistance to Zen Internet throughout the diagnosis and resolution of faults. The contact shall provide all reasonable assistance in the form of reading indicators

and performing basic diagnostic steps as requested by a Zen Internet technician.

4.2 The customer should contact the Technical Support Team by telephone on 0845 058 9009, or e-mail enhancedcare@zen.co.uk as soon as a fault with the service is suspected.

4.3 The customer must be ready to supply all necessary data to evidence the presence of a fault and shall provide all reasonable assistance to the Zen Internet technician in determining the cause of the fault condition.

4.4 When a fault originating from the DSL circuit or Zen Internet network is identified, the customer will be provided with a fault ticket number. This fault ticket number is important and the customer should make an independent record of it.

4.5 Any claims or complaints in respect of this Service Level Agreement should be raised with the Zen Billing team by calling 0845 058 9000.

4.6 The customer is required to be available 24 hours a day, 7 days a week in cases where a BT engineer visit is required to fix the fault. If the customer is not available, they should advise Zen Technical Support as soon as possible.

5 SERVICE CREDITS

5.1 Where the response time to which this Service Level Agreement applies has been found to have exceeded one support working hour, or the resolution time to which this Service Level Agreement applies has been found to have

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exceeded twenty support working hours, Zen Internet will credit the customer with £15.00 (ex VAT). This service level credit will be in the form of a credit against the advanced rental due on the broadband line experiencing the fault.

- 5.2** The Service Credits detailed in this agreement shall be the sole and exclusive remedy (financial or otherwise) available to the customer for failure to meet the applicable Service Levels or any failure, act or omission in relation to this Service Level Agreement. Nothing in this Service Level Agreement shall limit liability for death or personal injury caused by negligence.
- 5.3** All claims must be accompanied by a valid fault ticket number.
- 5.4** Service credits (or other claims for financial compensation) in any calendar month in which a fault occurs shall not in any circumstances exceed the total monthly service charge for such given month, regardless of the number of faults reported and/or occurring in that period against an individual circuit.
- 5.5** The customer can only make one claim under this Service Level Agreement in respect of a single fault ticket.
- 5.6** Claims must be made within 30 days of a fault being closed and must be raised with the Zen Billing team by calling 0845 058 9000.

6 EXCLUSIONS

- 6.1** The Service Levels will not apply during outages resulting from scheduled maintenance

(whether routine, preventative and/or essential) that may affect service availability and accordingly claims cannot be made for any failure to meet the Service Levels during or as a result of such outages.

Zen Internet reserves the right to perform essential maintenance on its network that may affect service availability. Zen Internet will make every effort to notify customers of such maintenance. Details of scheduled maintenance are published on the Zen Internet support Web site www.zen.co.uk/support

- 6.2** The Service Levels will not apply (and claims cannot be made) in respect of faults where the cause has been identified as being a malicious act or otherwise through the actions of another Zen Internet user that have been found to be in breach of Zen Internet's stated Acceptable Use Policy (AUP) or product terms and conditions.
- 6.3** The Service Levels will not apply (and claims cannot be made) in respect of faults which are the result of misuse or interference with Zen Internet supplied and managed equipment.
- 6.4** The Service Levels will not apply (and claims cannot be made) in respect of faults which are the result of data transmission originating from customer equipment.
- 6.5** The Service Levels will not apply (and claims cannot be made) in respect of faults with the voice part of customer's line. Any problems with this need to be taken up with BT or the voice provider.