

# Unlimited Fibre Office

## SLA



### 1 SCOPE

- 1.1 This SLA sets out the Service Levels provided in relation to the Unlimited Fibre Office Service and is subject to our General Terms and Conditions and Fibre Broadband Specific Terms and Conditions.
- 1.2 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) Fibre Broadband Specific Terms and Conditions and (iii) General Terms and Conditions.
- 1.3 Definitions (i.e. capitalised words and expressions) used in this SLA shall have the meaning set out in the General Terms and Conditions and Fibre Broadband Specific Terms and Conditions, unless and to the extent provided otherwise in this SLA.
- 1.4 This SLA shall commence on the date that the Unlimited Fibre Office Service goes live and is made available.

### 2 DEFINITIONS

Definition	Meaning
<b>24/7</b>	Twenty four hours, seven days a week, 365 days a year.
<b>Emergency Maintenance</b>	Outline, preventative maintenance which must be carried out to the Network and which is anticipated to have an effect on the Fibre Office Service, with limited notification
<b>Network</b>	
<b>Scheduled Maintenance</b>	Outline, preventative or emergency maintenance carried out to the Network which is anticipated to have an effect on the Fibre Office Service
<b>Service Levels</b>	The service levels described in this SLA

### 3 THE UNLIMITED FIBRE OFFICE SERVICE

- 3.1 The Unlimited Fibre Office Service has the following service guarantees, subject to the terms of this SLA:
  - a) a service uptime guarantee of 99%; and
  - b) a minimum download throughput speed of 60Mbps subject to the conditions stated below



3.2 Actual minimum download speeds are dependent on the respective line being able to achieve a synch above the minimum speed of 60Mbps. In cases where this does not happen then the minimum throughput speed will be calculated at 80% of the synch rate

For example: An 80/20 Elevated line achieves a synch rate of 40Mb/s at provision. This is below the minimum speed of 60Mb/s, so the minimum speed for this line is 80% (Elevated) of 40Mb/s (Synch), which equals 32Mb/s.

#### 4 SUPPORT

- 4.1 Zen will ensure that a Zen technician is contactable 24/7 via a dedicated telephone number – 01706 902223
- 4.2 Zen will respond to and resolve SLA faults within 12 hours of a fault ticket number being assigned to the Customer.
- 4.3 A service will be considered faulty once diagnostics have been completed and a fault confirmed on the Fibre Office service.
- 4.4 Time taken to resolve a fault will be calculated by adding the time taken by both the supplier and Zen engineers combined. Time taken by the Customer to respond to diagnostic requests or to provide access times for engineers will not be counted towards this total
- 4.5 A fault shall be treated as resolved when the Fibre Office Service is available to the Customer.

#### 5 DEFINITION OF FAULT

- 5.1 For the purposes of this SLA, a fault is defined as a problem within the control of Zen Internet or our suppliers
- 5.2 SLA affecting faults are classified according to three types:

a) **Service Outage**

Definition: A complete loss of connectivity resulting in no internet traffic.

SLA:

The total loss of service in a 30 day period is greater than 7 hours following the completion of all relevant end user premises diagnostics to Zen's satisfaction

b) **Intermittent Connection**

Definition: A loss of service that has periods of failure between periods of normal operation.

SLA:

Where the total cumulative periods of loss of service in a 30 day period is greater than 7 hours, or where the total number of disconnections are greater than 10 in a day for 2 consecutive days following the completion of all relevant end user premises diagnostics.

### c) **Performance**

Definition: The throughput speed of the service is less than the speed threshold as defined in section 3.2

SLA:

Where the throughput drops below the specified speeds for greater than a 7 hour period, following the completion of all relevant end user premises diagnostics.

5.3 In order to identify a Performance fault the Customer will be required to comply with the following:

Perform multiple tests at a frequency and time agreed between Zen in order to demonstrate that the presence and duration of the performance problem represents a high probability the performance SLA has not been met.

Complete tests using the Zen performance tool at <http://speedtester.zen.co.uk> and provide the test references to Zen

5.4 Any other type of fault will be classified as 'non-SLA affecting' and will be handled on a best efforts basis

## 6 NETWORK MAINTENANCE

6.1 Zen and/or its third party agencies periodically conduct Scheduled Maintenance that may affect availability of Fibre Office Service. Zen and/or its third party agencies will make every reasonable effort to ensure that Scheduled Maintenance does not affect availability of the Fibre Office Service, but reserve the right to carry out Scheduled Maintenance. Zen shall notify Customers via the service alert page on its Website or via any other appropriate method in the event that the Website is unavailable. Zen shall give as much notice as is reasonably practicable to ensure the proper operation of the Fibre Office Service.

## 7 COMPENSATION

7.1 Subject to the remainder of this Service Level Agreement:

- a) if Zen fails to meet the Service Level described in Clause 3.1(a) (service uptime), Zen will credit the Customer with £25 per month in which the service uptime is not met;



- b) if Zen fails to meet the Service Level described in Clause 3.1(b) (speed guarantee), Zen will credit the Customer with £25 per month in which the speed guarantee is not met; and
- c) if Zen fails to meet the Service Level described in Clause 4.2 (response and fix times), Zen will credit the Customer with £25 each time that the response and fix time is not met.

7.2 Calculation of the Service Levels is based on time spent by Zen and/or its third party suppliers and excludes any time where the matter is with the Customer (for example to perform diagnostics and/or where Zen is waiting for a response from the Customer).

7.3 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 8. Credits raised will be deducted from the Customer's next invoice.

7.4 For the avoidance of doubt, in order for the SLA at clause 4 to apply, the Customer must be able to allow 24/7 access by an engineer to the End Users' Premises. Zen reserves the right to charge Customers an Abortive Visit Charge and/or a Special Faults Investigation charge at the prevailing rate.

## 8 COMPENSATION AND CONDITIONS LIMITS

8.1 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 Fibre Office 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 Zen.

8.2 Customers can only make one claim under the Service Levels set out in Clauses 0 and 4 of this SLA in respect of a single fault ticket.

8.3 Claims for service credits cannot be made unless:

- a) made within 30 days of a fault being resolved;
- b) lodged with your Zen account manager responsible for the product
- c) accompanied by a valid fault ticket number.

## 9 EXCLUSIONS

9.1 The Service Levels will not apply and accordingly claims for service credits or other financial compensation whatsoever cannot be made in respect of the following:

# Unlimited Fibre Office

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- a) outages and/or loss or failure of service resulting from Scheduled or Emergency Maintenance that may affect availability of all or any part of the Fibre Office Service;
- b) faults where the cause has been identified as being a malicious act or otherwise through the actions of a third party;
- c) faults which are the result of misuse or interference by the Customer or any third party with the Fibre Office Service; and
- d) faults which are the result of data transmission originating from equipment owned or managed by the Customer;
- e) any outage and/or loss or failure of service caused by any act or omission of the Customer in breach of this SLA or other contract with Zen; and/or
- f) any outage and/or loss or failure of service resulting from Force Majeure.