

OUR 02/36 APPENDIX 2

Illustrative

Service Level Agreement

For

Leased Circuits

Supplied in the

Bailiwick of Guernsey

By

Cable & Wireless Guernsey

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1 Introduction

1.1 Definitions

Agreement	An agreement to take and to provide services under C&W Guernsey's standard Leased Circuit Service Terms and Conditions
Basic Obligations	Comprising those obligations specified in the SLA as being C&W Guernsey's obligations.
Business Day	Means everyday excluding Saturdays, Sundays and national or bank holidays in Guernsey, as applicable.
Customer	The party to the Agreement who is taking the service
C&W Guernsey Circuit Identification (ID)	A unique number assigned to the Leased Circuit by C&W Guernsey
Force Majeure	Any circumstances outside the reasonable control of a Party, including (without limitation), officially declared national disasters, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government, act of God, fire, earthquake, hurricane, flood, fog, mist and low cloud, lightning or explosion, outbreak of pestilence or epidemics, government rationing of electricity and embargos or trade restrictions
Guernsey	The Bailiwick of Guernsey
Leased Circuit	The circuit between the Customer Network Demarcation Point and the C&W Network Demarcation Point.
Normal Working Hours	0800 – 1700 hours on a Business Day
Obligation	Means an obligation on either Party in accordance with this SLA
Party	means a party to this Agreement
SLA	Service Level Agreement
Terms and Conditions	Means terms and conditions of this SLA unless otherwise specified

1.2 Scope of the SLA

This SLA covers the terms and conditions upon which C&W Guernsey will deliver, maintain and repair services for Leased Circuit products. Whenever C&W Guernsey announces improved targets, this SLA will be considered amended accordingly and existing Customers will benefit from these improved targets along with new Customers.

This SLA is applicable as from dd/mm/yyyy and will expire in the event that the "Agreement" expires.

The following Leased Circuit products fall under the scope of this SLA:

- PDH Leased Circuits , i.e. 64, 128, Nx64kbit/s, 2, 34 and 140Mbit/s Leased Circuits ;
- M1020, M1025 and M1040 Analogue Leased Circuits :and
- SDH Leased Circuits, i.e. 2, 34 and 140Mbit/s, VC-12, VC-3 and VC-4

This SLA is not limited to **ONLY** Leased Circuits where both the A-end site and the B-end site are located on the Bailiwick of Guernsey i.e. for the avoidance of doubt the SLA includes international Leased Circuits.

1.3 Contact Points

For any questions relating to the Leased Circuit products, the Customer may

- Consult the C&W Guernsey website at www.xxxxx.com
- Contact their C&W Guernsey Account Manager
- Contact C&W Guernsey Customer Service
- Fax C&W Guernsey on 01481 xxxxxx
- Email C&W Guernsey on xxxx@hhhhhhh

1.4 C&W Guernsey's Obligations

1.4.1 Basic Obligations

The Basic Obligations comprise C&W Guernsey's commitments as set out in this SLA (i.e. the sections in the SLA entitled "C&W Guernsey's Obligations"). In the case of a dispute, the Customer agrees that the records available in C&W Guernsey's operational records will be used as evidence of C&W Guernsey's performance and compliance with its obligations. However if the Customer holds reliable and auditable data this will also be taken into account.

1.4.2 C&W Guernsey's Liability

The Basic Obligations defined in this SLA are additional to C&W Guernsey's responsibilities as set out in the Leased Circuits General Terms and Conditions.

1.5 Customer's Obligations

1.5.1 Site Access

The Customer is responsible for facilitating the access to his premises by the C&W Guernsey technicians for the provisioning, repair or maintenance operations. If required, the Customer is responsible for the facilitation of access by any third parties who own or control the premises.

1.5.2 Co-operation with Third Parties

If the Customer's network is wholly or partly managed by a third party (e.g. sub-contractors), the Customer is responsible for the collaboration of this third party with C&W Guernsey.

1.5.3 Integrity of Equipment

The Customer is responsible for the integrity of the equipment installed by C&W Guernsey at the Customer's premises as defined in the Leased Circuits General Terms and Conditions.

1.6 Force Majeure

No failure or omission by either Party to carry out or to perform any of the Obligations or comply with any of the Terms and Conditions shall give the other Party a claim against such party, or be deemed in breach of this Agreement, if and to the extent that, such failure or omission arises from Force Majeure as hereinafter defined in this SLA.

The Party who fails to perform any of the Obligations or fails to comply with the Terms or Conditions due to Force Majeure reasons shall promptly notify the other Party of the reason for the failure and the anticipated duration thereof and shall use its reasonable endeavours to remove the effect of the Force Majeure and shall resume performance of this SLA as soon as possible.

2 Service Delivery

This section is applicable to the provisioning of a new Leased Circuit, and the upgrading or the moving of an existing Leased Circuit.

2.1 Definitions related to the Service Delivery of a Leased Circuit

CRD	Customer Required by Date, i.e. the date requested by the customer for the delivery of the Leased Circuit.
Move	A provisioning operation to move one of the end-point locations of an existing Leased Circuit (i.e. end site A or B) to another end-point (i.e. either a new site A or B).
Order	A request for the provision, upgrade, move or cancellation of a Leased Circuit pursuant to C&W Guernsey's Standard Terms and Conditions.
Order Form	Standard form used to order Leased Circuits
Order Intake	The introduction of the order for the Leased Circuit into the IT systems (or manual processes) of C&W Guernsey for the provisioning of the services performed by C&W Guernsey.
Order Intake Time	Time delay between the transmission of the complete, correct and signed Order Form to C&W Guernsey and the Order Intake.
Private Domain	Land which is not Public Land.
Provisioning Interval	The number of Business Days between the Order Intake and the RFS Date for a given Leased Circuit or as agreed between the customer and C&W Guernsey.
Public Land	Any public highway or other place to which the public have access, whether on payment or otherwise
Service Delivery Date	Service Delivery Date, i.e. the date on which the Leased Circuit will be ready for use. The Leased Circuit will be billed from this date.
Upgrade	A provisioning operation to increase the bandwidth capacity of an existing Leased Circuit where the locations of end sites A and B remain the same.

2.1.1 Infrastructure required for installation

Where

- the Customer's premises is already equipped with the cabling and equipment required for installing the service (e.g. external cable, internal cable, power supply) up to the telecommunications room where this service will be delivered, and
- the infrastructure that is required in the Public Land (e.g. ducts, fibre, etc) is already in place, and
- no site survey is needed then

the installation of the Leased Circuit will take place in accordance with the Guaranteed Provisioning Interval in section 2.3.2 of this SLA.

2.1.2 Additional works required in the Private Domain

When the infrastructure required is not already in place in the Private Domain, additional works (e.g. external cabling, internal cabling) may be required in order to install the necessary equipment or deliver the ordered service. In this case, a site survey must be carried out, in order to evaluate the works to be done at the Customer's premises.

The following procedure is then applicable:

1. C&W Guernsey will contact the customer and make an appointment for the site survey;
2. C&W Guernsey will carry out the site survey and establish the amount of work to be carried out in order to deliver the service as ordered by the customer;
3. In the case where the work on the Private Domain will be carried out by the customer, the customer is requested to indicate the date on which the customer's premises will be ready for C&W Guernsey to commence work on the installation of the service.
4. Once the timings needed to carry out the work has been estimated by C&W Guernsey and the "ready for C&W Guernsey date" has been communicated to C&W Guernsey, C&W Guernsey will provide a final Service Delivery Date to the customer.

Where one of the end sites is already connected to C&W Guernsey's SDH network, the installation of the Leased Circuit can only be initiated if the remaining capacity in the SDH equipment is sufficient. If additional capacity is required then the standard service delivery times will only commence once the additional SDH capacity has been built to supply this Leased Circuit Order. Thus the guaranteed provisioning intervals specified in this SLA will apply from the moment that the works are concluded.

2.1.3 Additional works on Public Land

When the infrastructure required on Public Land is not already in place, some work may be needed in order to install the necessary infrastructure (e.g. ducts, cables etc). Most of this type of work requires submission to the local authorities for authorisation

in which case the time delay for the installation of the service will depend on the timings given by the local authority for the carrying out of the work, although all applications will be submitted to the relevant authorities without delay.

Nevertheless, once the works required on Public Land is completed, C&W Guernsey guarantees that the time delay for the provisioning of the Leased Circuit will not exceed the one defined in this SLA i.e. the guaranteed provisioning intervals will apply from the point that the works are concluded.

2.2 Provisioning Procedure

2.2.1 Initiating the provisioning procedure

Completing the Order Form

The customer has to order the Leased Circuit (new Leased Circuit, an upgrade to an existing Leased Circuit or a move) using the standard Order Form for Leased Circuit products which is available from C&W Guernsey. The Order Form will include the following fields:

- C&W Guernsey product name
- Leased Circuit speed and bandwidth
- Customer name and address
- A-end address, floor/room number and contact person details
- B-end address, floor/room number and contact person details
- A-end and B-end interface descriptions
- Special Requirements

For both end sites the customer has to specify the exact location where the service should be delivered and the nature of the works needed in the Private Domain, if possible.

The completed and signed Order Form should be returned to C&W Guernsey via the Account Manager by either post or email.

Order Intake

Once the completed and signed Order Form has been received, the order is processed on the IT systems of C&W Guernsey (or via their manual process) for the provisioning of the service. This operation is normally performed within one working day from the receipt of the order.

C&W Guernsey cannot guarantee this timing if the Order Form has not been correctly completed. If the Order Form is not fully completed and correct then C&W Guernsey will contact the customer to complete the Order Form.

The provisioning clock starts at Order Intake and the guaranteed provisioning intervals in paragraphs 2.3.1 and 2.3.2 commence at this time.

2.2.2 Feedback to the Customer

1. Confirmation of the Order

Once the Order Intake has been completed C&W Guernsey will inform the customer of the receipt of the Order and the C&W Guernsey Circuit Identification number of the Leased Circuit (for a new or upgraded Leased Circuit) by either e-mail or fax. The maximum time guaranteed for this operation is defined in Section 2.3.1.

C&W Guernsey will also provide the customer with the Service Delivery Date for the Leased Circuit at the same time. The Service Delivery Date will take into account the CRD requested by the Customer.

C&W Guernsey will provide Leased Circuits in compliance with the Guaranteed Provisioning Intervals in Section 2.3.2, unless in circumstances where the CRD specifies a longer period.

If C&W Guernsey agrees to provide a Leased Circuit to a CRD which falls at an earlier date than provided for in C&W Guernsey's Basic Obligations then this will be on a 'best efforts' basis and no guarantees or compensation will apply.

2. Modification of the Service Delivery Date

The Service Delivery Date guaranteed to the customer after the Order Intake will normally not be modified. Nevertheless, if additional activities need to be carried out, C&W Guernsey will inform the customer of the status of the order and the reason for any delay. If possible, the new Service Delivery Date will also be provided at that time.

Cases that can result in a modification of the Service Delivery Date are:

- Where the Customer cannot agree on the date for the site survey(s)
- Where work is required either on the Customer's premises or on Public Land for which C&W Guernsey requires authorisation from a third party.

2.2.3 Installation of the Leased Circuit

When no work is required in the public or Private Domain C&W Guernsey guarantees the planned Service Delivery Date for the Leased Circuit given in section 2.3.2, except where the Customer requires an installation date that is later.

2.2.4 Closing of the Order

At the closing of the Order, C&W Guernsey will inform the customer, either by fax or e-mail, that the Leased Circuit is in service and that billing for the service will commence immediately.

2.3 C&W Guernsey's Obligations

All the following guarantees are applicable for the provisioning of a new Leased Circuit, an upgrade of a Leased Circuit and the move of a Leased Circuit.

2.3.1 Guaranteed Feedback

	First Feedback Time
Analogue Leased Circuits Digital Leased Circuits up to and including 2Mbit/s	2 Business Days
34 Mbit/s Leased Circuit	Project Based
140 Mbit/s Leased Circuits	Project Based

Table 1 Guaranteed Feedback Times

Note that the time is given from the receipt of the completed and correct Order Form. Additional feedback will be given if the initial planning has to be reviewed.

At the First Feedback Time, C&W Guernsey will provide to the Customer all necessary information to enable the Customer to prepare access, space and facilities in accordance with C&W Guernsey's requirements.

2.3.2 Guaranteed Provisioning Interval

When the infrastructure is in place at both customer sites, C&W Guernsey guarantees that the overall Provisioning Interval for the Leased Circuits will not exceed the values given in the table hereunder except at the customer's request or in the case of a mutually agreed project plan.

	M1020 M1025 M1040	64, 128kbit/s	Nx64kbit/s 2Mbits	34Mbit/s	140Mbit/s
Analogue Leased Circuit	20 Business Days				
PDH Leased Circuit		30 Business Days	30 Business Days	Project Based	Project Based
SDH Leased Circuit		30 Business Days	30 Business Days	Project Based	Project Based

Table 2 Guaranteed Provisioning Intervals

2.4 Customer's Obligations

2.4.1 Sending of a correct and complete Order Form

The Customer is responsible for providing the information defined in the Order Form to C&W Guernsey. This especially includes:

- The location where the service should be delivered for both end sites
- The type of Leased Circuits that is to be delivered

2.4.2 Making necessary space available

The Customer undertakes to make space available for C&W Guernsey at the Customer's premises at the point where the Leased Circuit is to be connected and or terminated to enable C&W Guernsey to install the equipment and the entire infrastructure necessary for the implementation of a Leased Circuit. If necessary the Customer shall obtain the consent of the owner of the Private Domain.

2.4.3 Making electrical and physical environments available

- **Electrical Environment**
In the event that C&W Guernsey equipment is installed directly in the Customer's premises, the Customer must guarantee access to a power source that complies with the C&W Guernsey requirements and allows the equipment that is necessary for the connection to function properly.
- **Physical Environment**
In the event that C&W Guernsey equipment is installed directly in the Customer's premises, the Customer must guarantee that the physical environment complies with the C&W Guernsey requirements for EMC environment, temperature, relative humidity, ventilation system and safety regulations.

3 Repair Services

3.1 Definitions related to the repair of the Leased Circuit

Clock Hours	Target Time to Repair expressed in Clock Hours means that the service is available 24/24 hours and 7/7 days.
Fault Reported to C&W Guernsey	The date and time when a Fault is reported by the Customer to C&W Guernsey and when a Trouble Ticket is created for the repair of the service.
Gross Repair Time	Time delay needed to restore the service for the customer calculated between the Fault Reported to C&W Guernsey and the closing of the Trouble Ticket, i.e. the moment when service is restored and the Trouble Ticket is closed.
NMC	Network Management Centre.
Net Repair Time	Difference between the Gross Repair Time and the Stop-Clock Time.
Stop-Clock Time	Time lost during the repair process due to causes external to C&W Guernsey, e.g. no access to customer sites, etc.
Time to First Intervention	Interval between the reporting of the fault by the customer and the first action taken by a technician of C&W Guernsey to repair the fault either via remote operation or by on-site intervention.
Trouble Ticket	The record created by the front-end helpdesk officer at C&W Guernsey in their fault reporting system at the moment of the communication of a problem to C&W Guernsey. This record contains the information already available to C&W Guernsey as well as the information communicated by the customer and the information added by C&W Guernsey staff during the repair/restoration process. This record has a unique number provided by C&W Guernsey to identify the fault
Working Hours	Target Time to Repair expressed in Working Hours means that the service is available during the Business Day.

3.2 *Nature of the Fault and Stop-Clocks*

3.2.1 Nature of the Fault

When reporting a problem, it is essential that the customer clearly identifies the nature of the problem, i.e. to distinguish problems with impact on the traffic and problems without impact on the traffic.

Service Affecting Faults	Where there is a total loss of transmission on the Leased Circuit.
Non-Service Affecting Faults	Any other fault not falling into Service Affecting classification.

The reporting of a fault that is Non-Service Affecting is initiated in the same way as a fault that is Service Affecting.

3.2.2 Stop-Clock Rules

There are three situations in which C&W Guernsey can correctly stop the repair clock:

- 1 All possibilities of remote testing have been executed and the co-operation of the Customer is not forthcoming to carry out testing on the customer's site;
- 2 The Customer proposes to delay the repair;
- 3 Where monitoring is used in the following cases-
 - a. At the opening of a Trouble Ticket C&W Guernsey cannot identify any faults on the Leased Circuit (no alarms, no error bits, no clock-problems, correct signal-level, etc.) and the Customer does not want C&W Guernsey to close the Leased Circuit for testing purposes. C&W Guernsey may then propose longer term monitoring of the Leased Circuit to ascertain any problems that there may be and during this time the repair clock may stopped.
 - b. When the Leased Circuit was repaired and the Customer agrees that the Leased Circuit is back in service, but does not agree to close the fault whilst the monitoring takes place to fully check the status and stability of the Leased Circuit.

In these instances the time for monitoring should not be included in any times measured for SLAs.

In the cases of Stop-Clock, the Stop-Clock will be fully documented on the C&W Guernsey system including:

- Reason for the Stop-Clock action;
- Action to be undertaken;
- Timings; and
- Name of the contact-person at the customer who agreed the Stop-Clock.

3.3 *Repair Process*

3.3.1 Initiating the repair operations

When a fault is reported via a telephone call from the Customer, the following information must be given to C&W Guernsey:

- The C&W Guernsey Circuit Identification Number of the Leased Circuit;

- Nature of the problem;
- Description of the problem;
- Contact point for follow-up; and
- Contact point at the customer site.

For each fault, a Trouble Ticket will be generated and the Trouble Ticket number will be communicated by C&W Guernsey to the Customer. The Trouble Ticket number will be used by both Parties during any contacts concerning the fault.

3.3.2 Feedback to the Customer

In agreement with the Customer, C&W Guernsey will regularly inform the Customer by telephone about the progress of the fault by providing such information as:

- Initial diagnosis
- Estimated time to repair the fault
- Impact of the fault and/or the repair on the customers service
- Any on-site intervention required

C&W Guernsey guarantees that the first intervention performed, either via a remote repair operation or via a repair operation at the Customer's premises, will be initiated within ½ hour after the Customer reporting a fault and the Trouble Ticket being opened.

The first customer update will be given at a set time after the creation of the Trouble Ticket and any additional information will be given as detailed in 3.4.1 in the case of faults that impact on the customer's traffic. The measured time begins when the Trouble Ticket is recorded in C&W Guernsey's systems.

3.3.3 Closure of the Trouble Ticket

The closing of a Trouble Ticket will be done with the agreement of the Customer. C&W Guernsey shall transmit to the Customer the following information via telephone:

- Trouble Ticket number;
- C&W Guernsey Circuit Identification Number
- Time at which Leased Circuit was returned to service;
- Cause of the trouble; and
- Party responsible for the trouble.

If the Customer requests additional delay for his own testing of the repaired Leased Circuit a Stop-Clock will be implemented. In the case that the Customer does not accept the closing of a fault C&W Guernsey will carry out additional investigations in the first instance.

3.4 C&W Guernsey's Obligations

3.4.1 Guaranteed Feedback

Maximum Intervention Time	First Customer Update	Additional Customer Update
½ hour	1 hour	As agreed with Customer

Table 3 Feedback to the Customer in the case of Service Affecting Faults

3.4.2 Target Time to Repair

- Service Affecting Faults

Leased Circuit Type	Service	Target Time to Repair
Analogue Leased Circuit	M1020/M1025/M1040	8 Working Hours
Digital Leased Circuits	64, 128, Nx64kbit/s	8 Working Hours
Digital Leased Circuits	2, 34, 140Mbits/s	8 Clock Hours

Table 4 Target Time to Repair in the case of Service Affecting Faults

- Non Service Affecting Faults

Leased Circuit Type	Service	Target Time to Repair
Analogue Leased Circuit	M1020/M1025/M1040	3 Business Days
Digital Leased Circuits	64, 128, Nx64kbit/s	
Digital Leased Circuits	2, 34, 140Mbits/s	

Table 5 Target Time to Repair in the case of Non Service Affecting Faults

All the above timings are given as from Trouble Intake.

The Target Time to Repair is not applicable in the case of Force Majeure.

3.5 Customer's Obligations

3.5.1 Contact Point

The Customer is responsible for guaranteeing the availability of a contact. If C&W Guernsey cannot inform the Customer of the progress of the Repair process the Target Time to Repair and Feedback delays cannot be ensured and compensation will not apply.

3.5.2 Site Access

If possible, the Customer should communicate to C&W Guernsey their Site Access procedure when reporting a fault. If the Customer is unable to inform C&W Guernsey of the Site Access procedure at the time of the initial fault report it then becomes the responsibility of the Customer's Contact Point to inform C&W Guernsey as to the Site Access procedures as and when required. If these procedures are not respected, the Target Time to Repair will no longer be taken into account. The Customer also guarantees the support of the required staff during the Repair process.

3.5.3 Quality of Service degradation

In the case of the degradation of the quality of service (i.e. error bits, clock-problems, incorrect signal-level, etc.) of a Leased Circuit, the Customer will allow C&W Guernsey to cut the Leased Circuit to perform measurements as required. All measurements by C&W Guernsey should be performed outside of working hours unless agreed otherwise by the Customer. If the Customer does not agree to C&W Guernsey cutting the Leased Circuit, the Trouble Ticket will be considered as being in Stop-Clock mode by C&W Guernsey since no repair operations are possible. .

4 Maintenance

4.1 Definitions related to the maintenance of Leased Circuits

The unavailability of a Leased Circuit is defined as the percentage of time during which the Leased Circuit cannot be used due to a C&W Guernsey fault during a year. The unavailability is based on the measure of the Net Repair Time associated with each Service Affecting Trouble Ticket generated during the year.

The availability of a Leased Circuit is defined as:

Availability of Leased Circuit = 100% - (time unavailable during the year / total time in year)

4.2 C&W Guernsey's obligation

Leased Circuit Type	Service	Minimum Availability Time
Analogue Leased Circuit	M1020/M1025/M1040	99.90%
Digital Leased Circuits	64, 128, Nx64kbit/s	
Digital Leased Circuits	2, 34, 140Mbits/s	

Table 6 Minimum availability (yearly basis)

The availability of the service is guaranteed on a yearly basis.

5 Compensation

5.1 Provisioning

In the case where the Service Delivery Date is not met due to a cause which is not external to C&W Guernsey the customer is entitled to compensation as described in the table below. The monthly fee is the fee relating to the Leased Circuit service provided:

Delay after Service Delivery Date	Compensation
1 – 5 Business Days	25% Monthly Fee
6 – 10 Business Days	50% Monthly Fee
More than 10 Business Days	100% Monthly Fee

Table 7 Compensation for Provisioning

5.2 Repair

In the case where the target Repair Time is not met for Service Affecting faults and the cause is due to C&W Guernsey then the Customer is entitled to compensation as described in the table below. Faults that are due to the customer or a Third Party are not taken into account in the compensation regime. The monthly fee relates to the Leased Circuit service affected by the fault. The Repair Times applicable is the Net Repair Time, i.e. after exclusion of Stop-Clock times.

Analogue M1020/M1025/M1040	Net Repair Time	Compensation
	8 to 12 Working Hours	10% of Monthly Charge
	12 to 16 Working Hours	15% of Monthly Charge
	16 to 24 Working Hours	20% of Monthly Charge
	24 to 32 Working Hours	25% of Monthly Charge
	32 to 40 Working Hours	30% of Monthly Charge
	>40 Working Hours	50% of Monthly Charge

Table 8 Compensation for Service Affecting Repair – Analogue Leased Circuits

64, 128, Nx64kbit/s 2, 34, 140 Mbit/s PDH Leased Circuits	Net Repair Time	Compensation
	8 to 12 Working Hours	10% of Monthly Charge
	12 to 16 Working Hours	15% of Monthly Charge
	16 to 24 Working Hours	20% of Monthly Charge
	24 to 32 Working Hours	25% of Monthly Charge
	32 to 40 Working Hours	30% of Monthly Charge
	>40 Working Hours	50% of Monthly Charge

Table 9 Compensation on Service Affecting Repair – PDH Leased Circuits

2, 34, 140 Mbit/s SDH Leased Circuits	Net Repair Time	Compensation
	8 to 12 Clock Hours	10% of Monthly Charge
	12 to 16 Clock Hours	15% of Monthly Charge
	16 to 24 Clock Hours	20% of Monthly Charge
	24 to 32 Clock Hours	25% of Monthly Charge
	32 to 40 Clock Hours	30% of Monthly Charge
	>40 Clock Hours	50% of Monthly Charge

Table 10 Compensation on Service Affecting Repair – SDH Leased Circuits

5.3 Availability

In the case where the guaranteed minimum annual availability of the Leased Circuit is not met due to causes which are not external to C&W Guernsey then the customer is entitled to compensation as described in the table below. The definition of the availability was given in section 4.1 of this document.

Type	Service	Compensation
PDH Leased Circuit	64, 128, Nx64kbit/s, 2, 34, 140Mbit/s	10% of the Leased Circuit Yearly value fee
SDH Leased Circuit	2, 34, 140Mbits	

Table 11 Compensation for guaranteed minimum availability (annually based)

The period for the availability measurement of the Leased Circuit is:

- Start date of measurement period (dd/mm/yyyy) + 365 calendar days or 366 calendar days for leap years (= end date of the measurement period). It is necessary for the Leased Circuit to be in service at the end date of the measurement period.

The yearly value fee of the Leased Circuit is calculated as follows:

- Monthly fee of the Leased Circuit applied during the last month of the availability measurement period x 12.

5.4 Compensation Claim

If the guaranteed Provisioning or Target Time to Repair has not been respected due to a C&W Guernsey fault, the customer is invited to submit in writing a request for reimbursement within 3 months starting at the closing of the technical intervention. In this request the customer needs to specify the following information:

Repair
Number of Trouble Ticket
Date of the fault reported to C&W Guernsey
C&W Guernsey Circuit Identification Number of Leased Circuit

Provisioning
C&W Guernsey Circuit Identification Number of Leased Circuit
Planned Service Delivery Date
Actual Service Delivery Date

If the guaranteed minimum annual availability of the Leased Circuit has not been met the customer is invited to submit a written request within a period of three months starting from the month closing the availability measurement period. In this request, the customer has to specify the following information:

- C&W Guernsey Circuit Identification Number of the Leased Circuit
- Start date of the measurement period in dd/mm/yyyy
- End date of the measurement period in dd/mm/yyyy
- Yearly availability in % as measured by the customer

The start date of the measurement period cannot be before the introduction date of this SLA.

Any requests for compensation payments must be sent to C&W Guernsey at the following address:

Contact:

Address:

Fax:

Email:

C&W Guernsey will confirm to the customer if his request has been accepted within a maximum delay of 5 working days starting from the receipt of the request made via post, fax or email.

5.4.1 Compensation Payment

Once the compensation claim has been accepted, C&W Guernsey will reimburse the customer according to the compensation scheme as described in this SLA.

This payment will be performed through a credit note on the next invoice.

5.5 *Dispute Resolution*

All disputes related to the interpretation or application of this SLA shall come under the exclusive jurisdiction of Guernsey Law. The provisions of the SLA are subject to Guernsey Law.