

Guarantees

ITS guarantees that the following minimum standards are met at all times.

2.1. **ITS Network Backbone Availability**

2.1.1. The ITS backbone has a 99.99% availability guarantee.

2.1.2. In the event ITS fail to meet this guarantee, three (3) date and time stamped ICMP (internet Control Message Protocol) traceroutes, which have been taken a minimum of one hour apart (whereby the period window does not exceed four hours) must be submitted to Yappl by the Customer in a form acceptable to Yappl. This information should be obtained from the Customer's LAN equipment and should clearly show unavailability within the ITS backbone.

2.2. **ITS Network Latency**

2.2.1 ITS guarantee to provide a maximum average round-trip of 20 milliseconds latency between any two routers on the ITS backbone measured over a one hour period.

2.2.2 In the event ITS fail to meet the guarantee contained in clause 2.2.1, the following information must be submitted to Yappl by the customer, three (3) date and time stamped ICMP traceroutes, which have been taken a minimum of one (1) hour apart whereby the period window does not exceed four hours. This should be obtained from the Customer LAN equipment clearly showing the latency issue within the ITS backbone.

2.2.3. If an Incident is subsequently raised investigation and diagnostics will be instigated..

2.3. **Customer Circuit Availability**

2.3.1. ITS aims for 100% availability of circuits provided by us on our networks.

2.3.1.1. Where the circuit from the customer premises to the ITS point of presence is delivered on ITS own networks, we will offer a 99.99% availability guarantee

2.3.1.2. Where the circuit from the customer premises to the ITS point of presence is delivered using a third-party network, we will pass on the availability guarantee from the provider.

2.3.2. The guarantee contained in clause 2.4.1 excludes:

2.3.2.1. incidents caused by power disruption at the Customer

2.3.2.2. premises; any Customer device and associated cabling.

2.3.3. Clause 2.4.1. does NOT apply to:

- 2.3.3.1. transit customers;
- 2.3.3.2. customers with circuit backup services such as ISDN/ADSL; or
- 2.3.3.3. alternate/bonded leased lines; or
- 2.3.3.4. where Customer premises hardware is not the responsibility of ITS.

2.4. **Customer Circuit Repair Time**

2.4.1. The timing of Response and Resolution times will depend on the level of support service provided by ITS:

- 2.4.1.1. Where the service is monitored and managed by ITS, the timing of Response and Resolution will commence from the point that an issue is identified
- 2.4.1.2. Where the service is managed but not monitored by ITS, the timing of Response and Resolution will commence from the point that the fault is reported by the Customer to Yappl. See 6.4
- 2.4.1.3. Where the service is neither monitored nor managed by ITS, the timing of Response and Resolution will commence from the point that ITS support engineers confirm the issue as relating to an ITS or 3rd party supplier circuit problem and not from the time the fault is reported by the Customer.

2.4.2. ITS would expect that the Customer has fully performed and undertaken network and circuit diagnostic checks and verified that the issues are due to the ITS or the 3rd party supplier's network, before a fault is raised to ITS support.

2.5. The guarantees contained in clause 2.8 exclude:

- 2.5.1. incidents caused by power disruption at the Customer premises;
- or 2.5.2. the Customer CPE and associated cabling.

2.6. Performance SLAs

See clauses 2.5.1.1 to 2.5.1.3 and 6.4 for commencement of SLA performance times.

Standard Service Targets/SLA				
Priority	Description	Response Time	Target Resolution Time	KPI Target
1	Major service outage on core network or distribution connection.	30 Mins	4 Hours	90%
2	Degraded service or partial loss of service including increased latency and circuit availability	1 Hour	8 Hours	90%
3	Incident or request for system administration failures where a workaround is in place	8 Hours	2 Working Days	90%

2.7. In the event ITS fail to meet this guarantee, the following information must be submitted to ITS via Yappl:

- The ITS customer helpdesk ticket reference
- A copy of the attached device running configuration.
- A copy of the attached device SHOW VERSION (or non-Cisco equivalent) output.
- A copy of the attached device SHOW INTERFACE (or non-Cisco equivalent) output for the interface facing ITS during the outage.
- This information must be provided to Yappl.

3. Exclusions

3.1. The service levels shall not apply:

- 3.1.1. In all cases of scheduled maintenance, as notified to the Customer 48 hours in advance and emergency maintenance where notified to the Customer four hours in advance are both exempt from claims under this SLA.
- 3.1.2. To emergency maintenance carried out with less than four hours' notice may be exempt, should the impact of not carrying out the maintenance cause a breach of the SLA. Denial of service attacks against the customer's service is also exempt from claim under this SLA.
- 3.1.3. Where Services are suspended or reduced pursuant to the Agreement as a result of the default of the Customer.
- 3.1.4. Any event of Force Majeure.
- 3.1.5. This SLA shall cease to apply where the Customer is in breach of the Agreement.

4. **Credits**

4.1. Should any of the above metrics be breached then a service credit will be issued against the customer’s circuit. The limit for claims is equivalent to the SLA ITS receives from the operator directly. This will vary depending on the operator used.

4.2. If there is an outage, based on ITS data, ITS will apply credits in accordance with the criteria below:

4.2.1. Where the circuit from the customer premises to the ITS point of presence is delivered on ITS own networks:

Priority	Percentage of monthly rental credited for working hours/days SLA is exceeded					
1	4-8hrs	8-12hrs	13-16 hrs	17-20hrs	21-24hrs	Every additional 4hrs
	5%	10%	20%	30%	40%	+10%
2	8-16hrs	17-24hrs	25-32 hrs	33 - 40hrs	48-56hrs	Every additional 8hrs
	2%	4%	6%	8%	10%	+5%
3	2-4 days	5-7 days	8-10 days	11-13 days	14-16 days	Every additional 2 days
	2%	4%	6%	8%	10%	+5%

4.2.2. Where the circuit from the customer premises to the ITS point of presence is delivered using a third-party network we will directly issue the service credit issued by the provider in full to the Customer.

4.3. For the purpose of calculating the outage period, a fraction of one (1) hour will be rounded-up to the nearest hour, provided the customer reports the outage within the “Claims” criteria below.

- 4.4. If ITS, based on its data, fails to meet the latency guarantee ITS will apply a credit to the customer's rental charge for the leased line as follows:
- 4.4.1. If failure to meet the latency guarantee occurs in two consecutive calendar months, ITS will apply a credit equivalent to one day's rental charge for that leased line;
 - 4.4.2. If failure to meet the latency guarantee occurs for longer than two consecutive calendar months, ITS for each additional month will apply a credit equivalent to one day's rental charge for that service.

4.5. **The limit for claims is:**

- 4.5.1. In the case of circuits provided over ITS' own networks, a value equivalent to one month's rental
- 4.5.2. In the case of third-party provided circuits, the equivalent to the SLA credits ITS receives from the operator directly. This will vary depending on the operator used.

5. **Claims**

- 5.1. To claim against this SLA the customer must submit a claim within two working days of the incident resolution to support@yappl.com.
- 5.2. When making its claim, the Customer should provide Yappl with such supporting information as is specified in this SLA as would be relevant to such claim. ITS aims to reply and resolve all such claims within 30 days of receipt.
- 5.3. ITS will apply credit within 30 days of the ITS confirmation of a breach and the customer is expected to continue to make payments to cover outstanding invoices until such time as the credit has been applied.
- 5.4. At no stage will ITS make payments other than in the form of service credits.

6. **Additional Information**

- 6.1. Except in the Initial Term (as defined in the Resale or Wholesale Service Order) ITS Group reserves the right to amend, modify or alter the thresholds and metrics measured by the SLA or change the level of remedy afforded to Customers. Changes will be notified to the nominated contact at the Customer organisation on not less than 30 days' notice.
- 6.2. Due to the nature of the protocol used (ICMP) and the priority applied to efficiently route packets within ITS's network, instantaneous results from a particular router may indicate a breach of this SLA but repeated tests must be taken to eliminate expected performance changes due to load. Customers should also be aware that ICMP echo requests may be suppressed for network security reasons and other diagnostic measures may be requested in these instances. A breach of SLA will not be remedied should such a security measure be in place.

- 6.3. In this SLA "Backbone" means the network owned and operated by ITS and includes all links, hardware and devices used to transmit packets within the facilities operated by ITS. For the avoidance of doubt, Border devices used to delineate the Backbone from customer premises equipment are always sited in facilities operated by ITS and the Backbone is defined as starting at the connected port on this device. For Wires Only services, the ITS Operated "Backbone" can be considered to end at the last mile tail provider NNI port. With responsibility for diagnosis between this NNI and the customer being primarily with the customer.

- 6.4. Hours of Operation Mon-Fri 9am – 5:30pm - Incidents reported outside of these hours will be actioned the next working day where response times will be reset.