

Product Range

Standard Service Level Agreement

A division of

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Introduction

This document is our Standard Service Level Agreement that covers our full range of products and services. It is provided so that you can be sure of the level of service to be expected from the products you have purchased. Where applicable, this document should be used in conjunction with any Product Descriptor document or quotation that you have.

In addition, this document provides useful information on everything you need to know about contacting our technical department. Familiarising yourself with this will ensure that your query or request is managed as efficiently as possible.

Parts of this standard document may not apply to specific products. Where this is the case, it is highlighted in the Product Descriptor document or quotation, and that information overrides anything quoted herein. If you cannot locate that document or original quotation, your Account Manager will be able to provide you with a copy.

If at any time you have any questions about the Standard Service Level Agreement, do not hesitate to contact your Account Manager or call our Customer Service Team on 01908 605188.

We reserve the right to amend this document at anytime. The most recent version can be requested from your Account Manager.

Service Levels

Each product enables you to choose between Basic, Enhanced or a Premier level of service. The key differences between the three levels of service are shown below.

Not all elements may apply to each product. Please refer first to the Product Descriptor document or quotation to see if there are any variations to the standards shown.

	<i>Service Levels</i>		
	<i>Basic</i>	<i>Enhanced</i>	<i>Premier</i>
Provisioning time	15 working days	10 working days	6 working days
Hours of support (Service Level Hours)	Mon-Fri, 9am-5.00pm Excludes public holidays	Mon-Fri, 8am-8pm Excludes public holidays	7 days, 24 hours
Response commit time	8 service level hours (1 working day)	4 service level hours	1 hour
Fix target time	40 service level hours (5 working days)	24 service level hours (2 working days)	24 hours
Change response time*	8 service level hours (1 working day)	4 service level hours	1 hour
Change target time*	40 service level hours (5 working days)	24 service level hours (2 working days)	24 hours
On site visits[†]	10 working days	5 working days	Next working day

* The quoted times only apply to products that include an element of change control. The times quoted only cover changes that can be carried out remotely.

† Should an on-site visit be required to resolve an issue, the time quoted is the maximum time you should expect to wait before an engineer will visit. Should our proposed date not be suitable, an alternate date will be agreed but the quoted timescales no longer apply. On-site visits are chargeable unless specifically included as part of the product or service purchased.

All times quoted exclude time taken by third parties or the customer, such time will be taken in addition to the quoted figures.

All times quoted are based upon us being able to identify and resolve the issue, or implement a change remotely.

These times do not apply should identification or resolution of an issue require a site visit.

These times do not apply should resolution of an issue require replacement of equipment located at the client's premises.

How and when to contact Technical Support

When should I contact Technical Support?

There are primarily two reasons to contact Technical Support, either you have a technical problem whereby the product or service being supplied by us appears to have an issue, or you take a product or service that permits change requests.

Technical Problems

Ensure you have the Contract ID for the product or service you require technical assistance with, this will appear at the top of your invoice. We can still offer assistance if you cannot locate your Contract ID, but it will take our staff longer to locate the correct product or service to log the issue against.

Check the level of service you have for the product or service you are raising the issue against, this will either be Basic, Enhanced or Premier. We will only log issues during the hours covered in this SLA.

Email your issue to support@powernet.co.uk or telephone our Technical Support line on **01908 242103**. An Engineer will take your Contract ID then identify the correct product or service you wish to raise an issue against. They will ask you a series of questions in order to capture as much information about the issue as possible. Once this has been done, you will be issued with a support ticket number. Should you contact us again about the same issue, it will be dealt with more efficiently if you can quote this number.

Once a support ticket is raised, the information is passed to the most relevant Engineer to begin resolving your issue. It may be that they need to contact you to further clarify the issue and explain how it is to be resolved.

Finally, once the issue is resolved, you will be contacted to confirm resolution and the ticket will be closed.

Change Requests and Change Control

Ensure you have the Contract ID for the product or service you wish to make the change request for, this will appear at the top of your invoice. We can still log a change request if you cannot locate your Contract ID, but it will take our staff longer to locate the correct product or service to log the request against.

Regardless of the level of service taken with the product or service, we recommend you only log requests between the hours of 9:30am and 5:00pm, Monday to Thursday, excluding bank holidays. We can log requests outside these hours (but within the hours of your chosen service level), but under such circumstances the change target times no longer apply.

Before raising a change request, it is important that you understand what constitutes a change request. This is explained in detail later in this document. Many products and services include a limited number of change requests before additional charges are incurred. It can frequently be more cost effective to collate a number of changes and submit them in one request rather than make several separate yet simple change requests.

All change requests need to be submitted by email to change.control@powernet.co.uk Please try and be as descriptive and unambiguous as possible with your request. If you

have located it, please quote your Contract ID and appropriate product or service in the subject line. Once your request has been logged you will be issued with a support ticket number. Should you contact us again about the same issue, it will be dealt with more efficiently if you can quote this number.

Once a support ticket is raised, the information is passed to the most relevant Engineer to implement your change request. It may be that they need to contact you to further clarify the request and how it is to be implemented.

Finally, once the change request has been carried out, you will be contacted to confirm completion and the ticket will be closed.

Change requests made within the first two weeks of go-live will not be counted against any inclusive change requests supplied with that product or service. It is essential though that such change requests are submitted as described here.

Service Level Agreement Non-Compliance

Response & Target Times: Escalation

If we fail to respond to a support call or change request in accordance with the time scales as shown in this agreement and in line with the level of service you have purchased, the customer can demand that the call is escalated to a senior member of Technical staff (or in their absence, the Operations Director).

Compensation

If we fail to meet the agreed SLA, compensation will be paid as a percentage of the charge for the service for that month as described below. Only the first incident in a series of connected incidents shall be counted in guaranteed quoted performance figure reporting.

	<i>Compensation (as % of 1 months charges)</i>		
	<i>Basic</i>	<i>Enhanced</i>	<i>Premier</i>
<i>Provisioning time</i>	No compensation	No compensation	No compensation
<i>Response commit time</i>	No compensation	10%	30%
<i>Fix target time</i>	No compensation	20%	40%
<i>Change response time</i>	No compensation	10%	30%
<i>Change target time</i>	No compensation	20%	40%

Compensation is calculated based on a percentage of one month's charges for the product or service that was found to be in breach of the Service Level Agreement. This calculation does not include other charges for other products or services that you may have.

Refund Procedures

The customer must notify Powernet by email to support@powernet.co.uk or via fax to 01908 242099 indicating that they wish to pursue their rights as guaranteed by this SLA within 7 days (5 working days) of the occurrence of the incident.

This notification will be accepted by Powernet only where a Support Ticket Number is quoted, along with exact incident times. If a response is not received within 24 hours, the customer should assume that a technical difficulty has prevented Powernet from receiving the request, and should contact us on 01908 605188.

Powernet will adjudicate all compensation requests.

Complaints Procedure

Details of our complaints procedure are available upon request.

Exclusions

Powernet cannot accept any liability for loss of service in the event that it arises from errors or alterations outside of its control or a failure of an underlying service.

Fix Target Times exclude time taken for third parties to investigate or fix a fault, or time taken for a customer to provide necessary information. Under such circumstances, the additional time is added to the Fix Target Time. The quoted time is based upon remote investigation, should investigation require a site visit, if defined under the Product Descriptor document or quotation, the Fix Target Time does not apply.

Change Target Times exclude time taken for a customer to provide necessary information in order to carry out the change. Under such circumstances, the additional time is added to the Change Target Time. The quoted time is based upon change control being carried out remotely. Should a site visit be required, if defined under the Product Descriptor document or quotation, the Change Target Times do not apply.

Our Change Control Policy mandates that change requests should be logged during 9:00am – 5:30pm Monday to Thursday excluding bank holidays. Whilst we will accept change requests outside this period, the response and target times no longer apply. A copy of our Change Control policy is available on request.

Provisioning timescales are measured from the date and time at which Powernet confirms receipt of a completed order.

Scheduled Maintenance

The Powernet network is constantly undergoing upgrades and improvements. In order to perform some required maintenance and upgrade work, power may need to be switched off during scheduled maintenance periods.

Wherever possible, alternative arrangements will be made and maintenance planned to minimise the period during which customers are affected. In most instances, planned maintenance is carried out without adversely affecting the service being offered.

Powernet has a policy of:

- Ensuring that outages are kept to an absolute minimum
- Restricting significant changes to fall outside office hours, generally in the regular scheduled maintenance period (work window 8:00pm until 7:00am)
- Grouping changes together so that they can be implemented simultaneously

Powernet reserves the right to carry out emergency maintenance work at any time. Scheduled maintenance will not form part of any downtime measurements for the calculation of service availability as defined in this schedule.

Third Parties

From time to time, third party suppliers (including BT and other network carriers) may schedule planned network outages for the purposes of network and equipment upgrade or maintenance. Any such periods will not form part of any downtime measurements for the calculation of service availability as defined in the Schedule.

Termination

Cancellation

The service is subject to a minimum contract length of 12 months unless stated otherwise in the Product Descriptor document or quotation. It is not possible to cancel the service during the initial contract period. After this time, the contract can be cancelled by giving 30 days notice.

General Terms & Conditions

This document is subject to our general terms and conditions of sale, which are located on our website, and appear in full on the back of any invoice received.

Service Definition Glossary

Provisioning Priority

A support ticket number will be provided by Powernet upon receipt of a complete, accurate order, including confirmation of method of payment. Powernet will then provision the service in accordance with the customer's chosen Service Level Agreement, ensuring wherever possible that the service is activated within the appropriate time scale.

The time scale will be measured from the time the support ticket number is issued until the time the service commences.

Hours of Support

The customer will be able to call Powernet Technical Support with problems or queries only during the days and times specified in the appropriate service level (see Service Level Hours below).

If the customer wishes to report a fault at a time outside of their defined support hours, they will be given the opportunity to upgrade their service level, subject to appropriate additional payment.

Support Ticket Number

Where a fault or query is reported to the Powernet Technical Support, a Support Ticket Number will normally be issued to the customer, and must be quoted in future communications concerning the fault or query in question.

Any support call for which a Support Ticket Number has not been issued to the customer will not be considered as logged.

Service Level Hours

Service Level Hours, are the hours in which we will take a support call, respond to that call, and work towards a fix. Any elapsed time outside the service level hours do not count towards the response commit time or the fix target time.

The supported Service Level Hours for each level of service are:

- **Basic:** Monday – Friday, 9:00am – 5:00pm. Excludes public holidays.
- **Enhanced:** Monday – Friday, 8:00am – 8:00pm. Excludes public holidays.
- **Premier:** 24 hours a day, 7 days a week. Includes public holidays.

Response Commit Time

The Response Commit Time is the maximum period of time within which Powernet will respond to a support call with an update and/or advice on current/future actions. Response time is measured from the time and date at which the Support Ticket Number has been issued, to such time as an update is provided to the customer, in accordance with the Service Level Hours.

For example, if a fault is reported at 10:00, Response Commit targets would be as follows:

- **Basic:** 8 service level hours, which would be by 10.00 on the next working day

- **Enhanced:** 4 service level hours, which would be 14:00 the same day
- **Premier:** 1 elapsed hour, which would be 11:00 the same day

Fix Target Time

This is the maximum period of time within which Powernet aims to resolve the problem. Fix time is measured from the time and date at which the Support Ticket Number has been issued, to such time as the support call is closed. Any support call for which a Support Ticket Number has not been issued to the customer will not be considered as logged.

For example, if a fault is logged at 9.00 on Monday, Fix Target Times (assuming no bank holidays) would be as follows:

- **Basic:** 40 service level hours, which would be by 9.00 the following Monday
- **Enhanced:** 24 service level hours, which would be 9:00 the following Wednesday
- **Premier:** 24 elapsed hours, which would be 9:00 the following day

Fix Target Time hours only elapse whilst the issue is with us. In the event that a logged issue is not yet resolved, but we are waiting upon either yourself or a third party in order to proceed, such time does not count towards the time taken to fix the problem.

The Fix Target Times are based upon 'worse case' incidents. We aim to fix issues as soon as possible and will frequently achieve resolution well within the quoted times.

Change Control

Selected products permit changes to be made to the configuration or setup throughout the duration of the contract. Typically a product will include a number of inclusive change requests, and have a set price for additional change requests. The Product Descriptor document shows what changes are permitted on any given product.

Change requests made within the first two weeks following deployment do not count towards any inclusive amount and will not incur additional charges.

A change request is deemed to be any number of changes requested at one time that is expected to take no more than one hour to implement. If the changes are estimated to take more than one hour it will be deemed as two change requests. In such an event you will be informed of this before the work is completed.

In line with the Exclusions section of this document, we recommend that change requests are only made between the hours of 9:00am and 5:00pm Monday to Thursday and excluding bank holidays. Whilst we will log change requests outside of these hours, commit times and target times will not longer apply.

Change Response Time

The Change Response Time is the maximum period of time Powernet will take to log a change request. Response time is measured from when you submit the change request until we issue the support ticket, in accordance with the Service Level Hours.

For example, if a change request is made at 10:00, Change Response targets would be as follows:

- **Basic:** 8 service level hours, which would be by 10.00 on the next working day
- **Enhanced:** 4 service level hours, which would be 14:00 the same day
- **Premier:** 1 elapsed hour, which would be 11:00 the same day

Change Target Time

This is the maximum period of time within which Powernet aims to carry out the change request. Change Target time is measured from the time and date at which the Support Ticket Number has been issued, to such time as the call is closed. Any call for which a Support Ticket Number has not been issued to the customer will not be considered as logged.

For example, if a change request is logged at 9.00 on Monday, Change Target Times (assuming no bank holidays) would be as follows:

- **Basic:** 40 service level hours, which would be by 9.00 the following Monday
- **Enhanced:** 24 service level hours, which would be 9:00 the following Wednesday
- **Premier:** 24 elapsed hours, which would be 9:00 the following day

Change Target Time hours only elapse whilst the change request is with us. In the event that a logged request is not yet resolved, but we are waiting upon either yourself or a third party in order to proceed or clarify the request, such time does not count towards the time taken to make the change.

The Change Target Times are based upon 'worst case' scenarios. We aim to carry out change requests as soon as possible and will frequently complete them well within the quoted times.

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