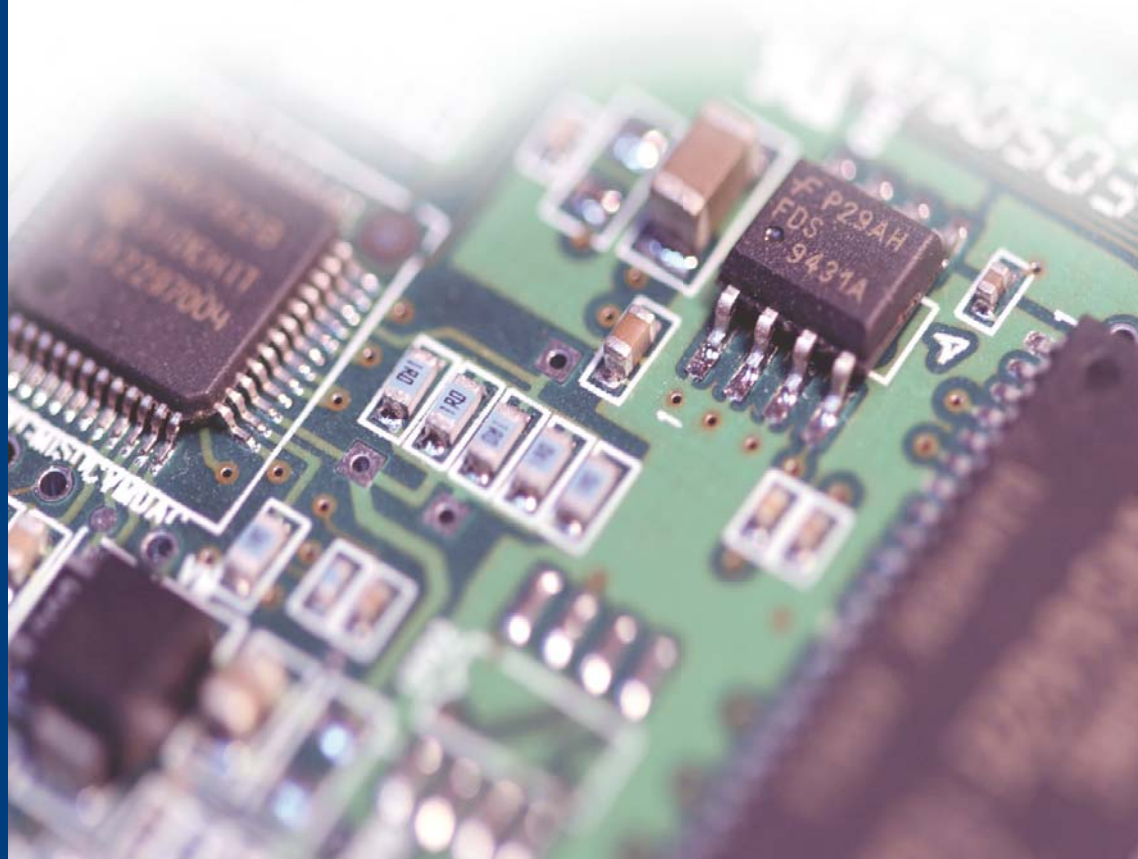


# Generic Service Level Schedule

Version 2.2 October 2007



## 1. Introduction

As a service-oriented company, Powernet always strives to deliver support to its customers within agreed and expected timescales.

Powernet offers up to three levels of support for its products and services: Basic, Enhanced and Premier. In cases where Basic or Enhanced levels of service have been chosen, Powernet offers the ability to upgrade at any time at additional cost.

This Generic Service Level Schedule describes the baseline service levels that Powernet's customers can expect to receive for each level of support. Where a product or service differs from the norm to the extent that it requires a specific service level, this will be explained and defined in the appropriate Service Description.

### 1.1 Bespoke products and services

Because many of Powernet's services are also bespoke in some way, it is not possible to provide a generic service level for some components, and these will need to be agreed once Powernet fully understands your requirements as part of your project. In these cases, the Powernet quotation you will receive will highlight any specific service level issues.

### 1.2 Third party products and services

While many of Powernet's services are completely under its own control, some (such as network circuits) rely upon third parties. Wherever Powernet relies upon products or services supplied by third parties, time is taken to ensure that their service levels meet accepted industry standards.

Third party guarantees are passed through on a "back to back" basis: for example, a BT Leased Line service with a 4 hour response commitment from BT would always be managed by Powernet as shown below under the appropriate Premier level of service.

For other products and services, Powernet's clients may be able to choose Basic or Enhanced levels of service in order to reduce costs in cases where the service in question has a lower perceived value within their organisation.

#### Note

Powernet reserves the right to amend this document from time to time without notice. The current version of this document will be available at:  
[http://www.powernet.co.uk/about/docs/powernet\\_gsla.pdf](http://www.powernet.co.uk/about/docs/powernet_gsla.pdf)

## 2. Service Definitions

Powernet's Generic SLA is defined in the following chart. Please check your Agreement to identify any changes to the level of service to which you have contracted:

Service Definition	Chosen Service Level Agreement		
	Basic	Enhanced	Premier
Provisioning Commit Time*	15 working days**	10 working days**	6 working days**
Hours of Support (Service Level Hours)	Mon-Fri, 9am-5pm excluding English public holidays	Mon-Fri, 8am-8pm excluding English public holidays	7 days, 24 hours
Response Commit Time	12 service level hours	4 service level hours	30 Minutes
Fix Target Time: (reflects BT targets) Broadband ADSL/SDSL	96 elapsed hours	48 elapsed hours	23 elapsed hours
Fix Commit Time: Non-Broadband Products and Services	24 service level hours	13 service level hours	5 elapsed hours
Configuration Change (DNS change/router configuration)	24 service level hours	12 service level hours	6 elapsed hours
Powernet Service Availability	N/A	97%	99.9%
Hardware	Manufacturer's guarantee	12 service hours, swap out delivered by courier†	On-site managed swap out within 4 Basic Working hours†

\* Internet Domain purchases are processed within Basic Working hours (Mon-Fri, 9am – 5pm) and require 3 hours notice from confirmed order. I-Guard or other internet firewall provisioning will be in accordance with timescales to be agreed at the time of commissioning

\*\* An additional 4 working days in each SLA category will apply in respect of provisioning SDSL products

† From the time that Powernet diagnose a hardware fault

All connectivity service provisioning times quoted above may be subject to site survey and are subject to the Terms and Conditions of the Carrier used (e.g. BT, Affiniti, etc.). Powernet will confirm dates and time to fix commitments if they differ from the details quoted above within 1 working day of Powernet's receipt of such information.

Powernet does not guarantee any ability to fix third party software, or offer any guarantee on any such fixes as it is able to offer.

Development / Web Maintenance resources are provided during Mon-Fri, 9am-5pm excluding English public holidays. Fault reporting and requests for information may be logged in accordance with the chosen service level. The time to fix target in respect of Powernet developed software will be agreed on a case by case basis.

### 3. Service Level Agreement Non-Compliance

#### 3.1 Response & Fix Commit times: Escalation

If Powernet fails to respond to a support call in accordance with the timescales applicable to the level of service specified in the End User's Agreement, the End User may demand that the call be escalated to the Senior Technical Manager (or, in the absence of the Senior Technical Manager, the Technical Director).

#### 3.2 Compensation

If Powernet fails to meet the agreed SLA, compensation will be payable as a percentage of 1 month's service, as described below. Only the first incident in a series of connected incidents shall be counted in guaranteed quoted performance figure reporting.

Service Definition	Compensation (as % of 1 month's service)		
	Basic	Enhanced	Premier
Provisioning Commit Time	N/A	10%	30%
Response Commit Time	N/A	10%	50%
Fix Commit Time	N/A	20%	50%
Availability	N/A	20%	50%

#### 3.3 Refund Procedures

The End User must notify Powernet by email to [support@powernet.co.uk](mailto: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 of the occurrence of 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 End User should assume that a technical difficulty has prevented Powernet from receiving their request, and should contact Powernet on 01908 605188.

Powernet will adjudicate all compensation requests, and its decision is final.

## 4. Exclusions

Powernet cannot accept any liability for downtime in the event that service discontinuity arises from errors or alterations outside of its control. This can involve cessation of service due to events such as moving premises, changing telephone number or other physical wiring alterations carried out at the End User's request.

Provisioning timescales as described in this document will not apply in the case of migrations or bandwidth re-grades, as these procedures ultimately depend on other parties. In some cases, limitations of exchange capacity may also prevent the effective application of provisioning timescales.

Provisioning timescales will also not apply if a large IP allocation needs to be justified with the IP issuing authority.

Return to base hardware faults will be excluded from the Fix Commit Times, as these procedures can be affected by courier delivery times.

Broadband provisioning timescales assume that the Broadband connection is being ordered for an existing BT PSTN line, and that Powernet is also being commissioned to provide and configure the router hardware. The quoted timescales will not apply where the assumptions are disproven.

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

## 5. Scheduled Maintenance

The Powernet network is being constantly upgraded and improved. 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 cases, maintenance is undertaken without affecting the service to customers.

Powernet has a policy of:

- Ensuring that outages are kept to an absolute minimum
- Making significant changes out of office hours, generally in the regular scheduled maintenance period (typically 3am – 7am)
- 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.

### 5.1 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 this Schedule.

## 6. Cancellation

If the Contract is cancelled by the End User during the minimum contract period, an early termination fee will apply. The early termination fee shall be equal to 20% of the remaining contract or 1 month of service charges, whichever is greater. A minimum of 1 month's written notice is required to cancel any contract.

### 6.1 General Terms and Conditions

This document is subject to the Powernet general terms and conditions of sale, which are located at <http://www.power.net.uk/about/general.shtml>.

## 7. Service Definition Glossary

### 7.1 Provisioning priority

A reference 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 End User's chosen Service Level Agreement level, ensuring wherever possible that the service is activated within the appropriate timescale.

The timescale will be measured from the time the reference number was issued until the time the service commences. of

### 7.2 Hours of Support

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

If the End User 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.

### 7.3 Support Ticket Number

Where a fault or query is reported to Powernet's Technical Support service, a Support Ticket Number will normally be issued to the End User, 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 End User will not be considered as logged.

### 7.4 Service Level Hours

The Service Level Hours for each level of support (Basic, Enhanced and Premier) operate only within the Hours of Support as defined in the chart shown in this Schedule. For example, if a fault is reported at 10:00, Response Commit targets would be as follows:

- **Basic:** 12 service level hours, which would be by 14:00 on the following day
- **Enhanced:** 4 service level hours, which would be 14:00 the same day
- **Premier:** 0.5 service level hours, which would be 10:30 the same day.

This 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 an End User, in accordance with the Service Level Hours (see above). Any support call for which a Support Ticket Number has not been issued to the End User will not be considered as logged.

### 7.5 Fix Commit Time

This is the maximum period of time within which Powernet will close a support call. 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 End User will not be considered as logged.

### 7.6 Call Priority

When making a support call and being in receipt of a Support Ticket Number, the End User will be given the opportunity to assign a priority type to their call. Based upon this, Powernet will respond and resolve the call in the timescales appropriate to the problem or query.

- **High:** an example would be absolute cessation of service has occurred (eg web site or Internet connection unavailable).
- **Medium:** router maintenance would be an example of a medium priority support call.
- **Low:** a request for general information or advice would be an example of a low priority support call.

### 7.7 Level of Technical Support Cover

The level and extent of technical support that Powernet will provide for each level of support is defined in the table below.

BASIC Per incident	ENHANCED Per incident	PREMIER
<p>Up to 20 minutes telephone technical support, after which charges at standard day rates may apply.</p> <p>Any on-site support required will be chargeable at standard day rates.</p> <p>Activities under this service could include for example assistance with:</p> <p>PC settings Email/web package configuration</p>	<p>Up to 1 hour telephone technical support effort, after which charges at standard day rates may apply.</p> <p>Any on-site support required will chargeable at standard day rates.</p> <p>Additional activities which might be undertaken within this service could include:</p> <p>PSTN line checks Web space support (uploading/setting up, etc.)</p>	<p>All reasonable endeavours to resolve the incident.</p>



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