



IPVPN (International Unmanaged)

How We'll look after You

Thank You for Your business. We'll never take it for granted. That's why We've put together this Service Level Agreement (**SLA**). It lets You know exactly what we promise to deliver as part of the Unmanaged IPVPN Service (provided outside of the UK) that You've ordered from Us. This SLA forms part of the Agreement between You and Us for services provided so, naturally, We'll fulfil what's laid out here.

Keeping You connected

We've devised a set of Service availability targets for each of Our Circuit types so You know what to expect from Us each month. They're in the table below.

Site Connection Type	Threshold
Access Circuit (Leased Line or Ethernet based)	99.80% ⁽¹⁾

⁽¹⁾ India 99.50%

If a Site can exchange traffic with any other part of Your VPN in the UK, We consider the Service to be available. We work out monthly Service availability per Site like this:

$$\frac{24\text{hrs} \times \text{days in month} - \text{Outage Time hrs}}{24\text{hrs} \times \text{days in month}} \times 100\%$$

The good news is, if We fail to deliver these Service Levels, We'll give You the opportunity to claim back a Service Credit - 10% of the Circuit monthly Rental charge. Unfortunately, failures that happen because of problems with local access circuits in India are not covered in this credit scheme.

Bringing You back online

If a problem arises, We'll aim to fix it and restore Your Service within six hours.

Who's in charge of getting problems sorted?

If a problem isn't sorted within six hours, then We escalate it as You can see from the table below.

Our Commitment to You

Late Service Restoration	
Internal Escalation	Escalation Level
Team Manager	Level 1
Fault Centre Manager	Level 2
Head of Business Assure	Level 3

Our performance promise

We pride ourselves on delivering high performance services, and so, We've set Ourselves some performance targets, below. They're average monthly figures for a one-way trip across the IPVPN network from Our router edge (PE to PE).

Now You know the minimum levels of traffic performance You can expect – and We've committed to them, in writing! What's more, if We fail to achieve them You'll be entitled to claim 10% of Site monthly Rental charges as a Service Credit for each Site affected.

After this table, all that's left to read is the full agreement. It spells out exactly where we both stand so that there is no misunderstanding.



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Our traffic performance guide

One way PE to PE Route	Latency ms			Jitter ms	Packet Delivery %	
	EF	AF	DE	EF	EF/AF	DE
Within Europe Region 1	20	23	30	5	99.85	99.5
Europe Region 1 to Europe Region 2	40	43	50	5	99.85	99.5
Europe Region 1 to North America	73	75	85	6.5	99.85	99.5
Europe Region 1 to Asia Pac Region 1	160	163	175	10	99.75	99.3
Europe Region 1 to Asia Pac Region 2	180	185	200	10	99.75	99.3
Europe Region 1 to India Region	113	115	120	8	99.75	99.3
Europe Region 1 to Africa	160	165	170	8	99.75	99.3
Europe Region 1 to South America	145	148	150	9	99.75	99.3
Europe Region 1 to Middle East	70	75	83	9	99.75	99.3
Within Europe Region 2	55	60	68	5	99.85	99.5
Europe Region 2 to North America	98	103	115	6.5	99.85	99.5
Within North America	33	35	40	5	99.85	99.5
Asia Pac Region 1 to Europe Region 2	180	185	200	10	99.75	99.3
Asia Pac Region 2 to Europe Region 2	200	208	225	10	99.75	99.3
Asia Pac Region 1 to North America	115	118	130	8.5	99.75	99.3
Asia Pac Region 2 to North America	138	143	158	8.5	99.75	99.3
Within Asia Pac (Regions 1 and 2)	55	60	75	7	99.75	99.3
Within India	23	25	28	12.5	99.75	99.3
India Region to Europe Region 2	125	130	140	8	99.75	99.3
India Region to North America	155	160	170	9	99.75	99.3
India Region to Asia Pac Region 1	73	78	88	7	99.75	99.3
India Region to Asia Pac Region 2	83	90	103	7	99.75	99.3
Africa to Europe Region 2	178	185	190	8	99.75	99.3
Africa to North America	213	220	225	9	99.75	99.3
Africa to Asia Pac Region 1	293	300	305	9	99.75	99.3
Africa to Asia Pac Region 2	288	298	305	9	99.75	99.3
Africa to India	250	258	263	9	99.75	99.3
Within South America	190	198	203	7	99.75	99.3
South America to Europe Region 2	163	168	173	9	99.75	99.3
South America to North America	108	113	118	8	99.75	99.3
South America to Asia Pac Region 1	220	225	230	9	99.75	99.3
South America to Asia Pac Region 2	220	228	233	9	99.75	99.3
South America to India	245	250	255	9	99.75	99.3



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One way PE to PE	Latency ms			Jitter ms	Packet Delivery %	
Route	EF	AF	DE	EF	EF/AF	DE
South America to Africa	278	285	290	9	99.75	99.3
Within Middle East	83	90	100	9	99.75	99.3
Middle East to Europe Region 2	80	85	93	8	99.75	99.3
Middle East to North America	123	128	135	8	99.75	99.3
Middle East to Asia Pac Region 1	155	163	173	9	99.75	99.3
Middle East to Asia Pac Region 2	165	173	183	9	99.75	99.3
Middle East to India	145	153	163	9	99.75	99.3
Middle East to Africa	198	205	215	10	99.75	99.3

Europe 1: UK; Austria; Belgium; Denmark; Finland; France; Germany; Ireland; Italy; Luxembourg; Netherlands; Norway; Portugal; Spain; Sweden; Switzerland. **Europe 2:** Bulgaria; Croatia; Cyprus; Czech Rep; Estonia; Greece; Hungary; Poland; Romania; Russia; Slovakia; Slovenia; Turkey; Ukraine. **North America:** Canada; Mexico; USA. **South America:** Argentina; Brazil; Chile; Colombia; Peru; Venezuela. **India:** India; Pakistan. **Asia Pacific 1:** Australia; Hong Kong; Japan; Singapore. **Asia Pacific 2:** China; Indonesia; Malaysia; New Zealand; Philippines; South Korea; Taiwan; Thailand. **Middle East:** Bahrain; Israel; Kuwait; Lebanon; Saudi Arabia; UAE. **Africa:** Egypt; Morocco; South Africa.

What Do the Terms Mean, What is Not Covered by This SLA, Claiming Service Credits and Our Liability to You, Planned Outages and How to Report a Fault

Definitions of Terms Used

Except as otherwise defined in this SLA or unless the context otherwise requires, all defined terms in this SLA shall have the same meanings as in the Agreement.

Authorised Individuals means the individuals who shall have authority to report Faults and Incidents.

Fault Report means the report of a Fault either by You or Us that has been recorded on the call record at Our Business Technical Support Centre in accordance with standard fault reporting procedures.

Outage Time means the sum total time of all Faults during the relevant monthly period for a Circuit.

PE means provider edge router i.e. the router at the edge of the Virgin Media Business core network.

Service Levels means the service levels set out in this SLA.

Exclusions

Service Delivery

We will not be liable to pay Service Credits for Service Delivery failure where such failure results from:

- (a) Your network or system, or any part of it; or
- (b) a fault in, or any problem associated with, equipment connected on Your side of the Virgin Media Business network termination point; or
- (c) Your acts or omissions; or

- (d) Your breach of the Agreement; or
- (e) Your failure or delay in complying with Our reasonable instructions; or
- (f) any refusal to allow Us, Our employees, agents or subcontractors access to enter into the relevant sites; or
- (g) a force majeure event as defined in the Agreement; or
- (h) Your failure to obtain the necessary wayleaves or permissions;
- (i) any issues caused by third-party communications providers, utilities, or other third-party services or infrastructure not under Our direct control; or
- (j) any other cause or circumstance beyond Our reasonable control.

Service Availability

Unavailability of the Service as a result of any of the following events shall not count as Outage Time:

- (a) an Excused Outage (as defined in the Agreement); or
- (b) a Planned Outage.

Where a Site is Resilient, a Fault on one Circuit will not be counted towards Service Availability calculations, provided that Service remains available at that Site via the other Circuit.

Service Restoration

Time spent in repairing a Fault or restoring the Service will not be counted as part of restoration time when calculating Service Credits where the delay results from:



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- (a) Your failure or delay in providing the necessary co-operation required by Us including but not limited to:
 - (i) Supplying required information; or
 - (ii) Providing physical and/or remote access to the relevant Site(s); or
 - (iii) supplying the required power or facilities; or
- (b) Your relevant personnel is not available to assist Us or to confirm Service restoration; or
- (c) a Planned Outage; or
- (d) an Excused Outage (as defined); or
- (e) Any delay caused by third-party suppliers or factors outside Our reasonable control.

The restoration period shall be measured from the time the Fault Report is recorded in Our fault management system until the earlier of:

- (a) The time We notify You that Service has been restored;
- (b) We are unable to contact You, the time the restoration is recorded on Our Fault management system.

General

If an on-site visit reveals that there is no fault with the Service or the Fault is an Excused Outage, We may charge You and You must pay Us an engineer call-out fee at Our standard charges at that time.

Claiming Service Credits and Our Liability to You

To request Service Credits, You must submit a written claim to Us in writing via to Your Virgin Media Business Account Manager or any other designated contact point We have notified to you, within:

three months of the Fault Report or in the case of Service Availability within (a) thirty (30) calendar days from the date of the breach for Service Availability breaches; or

(b) three (3) months from the date of the applicable Fault Report in all other cases.

If You do not make a valid claim for Service Credits within such the applicable time period, You will be deemed to have waived the right to receive the applicable Service Credits.

We will acknowledge receipt of any valid Service Credit request within ten (10) Business Days. Any approved Service Credits will be applied to the invoice for the relevant Site or Circuit in the billing cycle following such approval.

You agree that Service Credits shall be Your sole and exclusive financial remedy for Our failure to meet Service Levels under this SLA and are. Service Credits payable shall only in relation to the Connection Charge or monthly or annual Rental (as applicable) of

the affected Site that is the subject of the Fault or failure in Service Delivery as applicable.

Notwithstanding any provisions in the Agreement to the contrary, in no event shall:

(a) the total amount of Service Credits payable to You in any calendar year for the affected Site exceed the total of the annual Rental for that affected Site; and

(b) shall the amount of total Service Credits payable to You in any calendar month shall exceed the total of that month's Rental for the affected Site.

Planned Outage

Except in an emergency or in circumstances beyond Our control, We will use reasonable endeavours to give You prior notice of any planned maintenance or upgrade work on Our network which will that is likely to affect the Service availability of Service to at any of Your Site. Such notice will include:

- (a) a brief description of the Planned Outage;
- (b) date and time of the Planned Outage; and

estimated duration of the Planned Outage, such notice will be given by way of letter or via email. However, in the case of an emergency, We shall send such notice by letter or email to Your relevant personnel or contact. You agree to ensure that such contact details remain up to date. In the case of an emergency or where prior notice is not reasonably practicable, We may give You shorter notice, including by telephone.

Where reasonably possible, We will schedule Planned Outages outside of Business Hours to minimise operational impact on Your business.

Reporting a Fault

You must comply with any fault reporting format as advised by Us from time to time for the reporting of faults.

You shall notify to Us in writing of Your Authorised Individuals or where there is a change to Your Authorised Individuals.

For the avoidance of doubt, if there is a dispute on any Fault commencement or duration, We will review all relevant records in good faith and consult with You. However, unless You provide reasonable evidence to the contrary, the records of the fault management system at Our Technical Support Centre will be treated as accurate and shall be final.

Any faults or suspected faults on the Services must be reported to Our Technical Support Centre on **0800 052 0800** (followed by your PIN, if supplied).

In Our Commitment to You, Our internal escalation procedure is for information only and You will not have any direct contact with any of such personnel. We reserve the right to amend, modify, or update the terms of this Service Level Agreement (SLA) from time to time to reflect changes in operational practices, legal or regulatory requirements, or service improvements. Any material changes to the SLA will be communicated to You in writing with at least thirty (30) days' prior notice. Continued use of the services following the expiry of the notice period shall constitute acceptance of the amended SLA terms.



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Thanks for your business – we're looking forward to working with you. If you have any questions, we'd love to hear from you. Please call our Customer Services team on 0800 052 0800.

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