GlobalConnect Service Level Agreement

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1. Introduction
This document, the **"Service Level Agreement"** describes the available Standard Service Levels and applicable terms for GlobalConnect Services.

2. GlobalConnect's Standard Service Levels
GlobalConnect offers a range of Standard Service Levels as specified in the table below.

Service Levels	Platinum**	Gold24*	Gold*	Silver24	Silver	Bronze	Basic
Availability	99,99%	99,90%	99,90%	99,75%	99,75%	99,75%	N/A
Time to repair (Remote)	<1h	<1h	<1h	<4h	<4h	<4h	<24h
Time to repair (On-site)	<3h	<5h	<5h	<8h	<8h	<8h	<48h
Incident Response Time	Immediately	Immediately	Immediately	Immediately	Immediately	Immediately	<8h
Status Update	<1h	<2h	<2h	<4 h	<4 h	<4h	<8h
Service Time	AD 00-24	AD 00-24	AD 07-23	AD 00-24	AD 07-23	BD 08-17	BD 08-16

Table 1: GlobalConnect's Standard Service Levels
*Requires redundancy and partial diversity **Requires redundancy and full diversity

The Customer's choice of Standard Service Level for their Services is reflected in the Main Agreement between GlobalConnect and the Customer.

By default, add-on Services inherit the Standard Service Level from the main Service.

For Services where a Standard Service Level is not offered or agreed, the Service will be delivered on a best-effort service level and with no right for the Customer to claim Service Credits in cases of Faults.

3. Service Level Parameters

3.1. Availability

3.1.1. General
"Availability" is measured as a percentage of the Total Time calculated on a calendar monthly basis by using this formula:

$$\text{Availability in \%} = \frac{Total\ Time-(Unavailable\ Time-Time\ Not\ Included-Planned\ Maintenance)}{Total\ Time} \times 100$$

3.1.2. Unavailable Time
"Unavailable Time" means the time frame during the agreed Service Time where the Service is unavailable ("Service Down"), as further specified in the relevant Service Description and this section 3.1.2.

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The calculation of Unavailable Time commences when GlobalConnect has registered the Service as Service Down in an Incident Ticket and ends when the Service is restored (wholly or partially, as specified in the relevant Service Description). GlobalConnect will inform the Customer of the change in Service Status.

3.1.3. Time Not Included
If a Service has been unavailable due to the Customer's acts or omissions, including but not limited to deficiencies with equipment owned by the Customer or its suppliers, incorrect use of the Service, or problems with the Customer's On-premises Wiring/Cabling it is considered **"Time Not Included".**

Time Not Included also includes:
· Any SLA Paused State;
· Faults caused by a situation beyond GlobalConnect's control; and
· Force Majeure events, as specified in the Main Agreement

3.2. Time to Repair
"Time to Repair" is the maximum expected Fault Correction time for faults classified as Service Down.

3.3. Incident Response Time
The **"Incident Response Time"** determines the committed reaction time (within the Service Time) for GlobalConnect to open an Incident Ticket and respond to a Customer upon receiving a Fault Report or certain alarms.

3.4. Status Update
"Status Update" determines the intervals at which GlobalConnect will update the Customer on an open Incident Ticket.
If another scheduled Status Update has been agreed directly with the Customer and logged in the Incident Ticket, the agreed scheduled Status Update will apply and supersede other intervals herein.

3.5. Service time
"Service Time" specifies the time frame where GlobalConnects Customer Service is available for incident handling and Fault Correction.

When a Fault is registered outside the agreed Service Time, Fault Correction will commence when the agreed Service Time re-commences. The measuring of Availability of the Service will not start until the beginning of the agreed Service Time.

Fault Correction that has commenced within the agreed Service Time will continue until the Service is Available, or for up to 2 hours after the expiry of the agreed Service Time in which case Fault Correction will resume at the beginning of the next Service Time interval.

If agreed with the Customer, Fault Correction may in certain situations, be conducted outside the agreed Service Time. In such situations, GlobalConnect will invoice the Customer for the Fault Correction in accordance with GlobalConnect's price list.

4. Fault Report
If the Customer is experiencing a Service degradation or outage, the Customer must report the problem to GlobalConnect Customer Service, as a "Fault Report" without undue delay, to create an Incident Ticket. A Fault Report must be made to Customer Service either via e-mail, phone or through GlobalConnect's customer web portal.

Before the Customer reports a problem to Customer Service, it is important that the Customer has performed standard on-premises troubleshooting such as power checks, proper connection of network cables and checks for other possible errors with their own equipment. The Customer should also note the current lamp status on their CPE.

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5. Assistance with Fault Correction and troubleshooting

In most situations Customer will be required to assist and support GlobalConnect in troubleshooting at the location where a Fault has occurred. Such assistance shall be at Customer's own expense. This may entail reading status indicators on equipment, verifying that equipment and CPEs are connected to electricity, restarting equipment, or giving access to GlobalConnect personnel.

6. Service Status

GlobalConnect operates with three levels of **"Service Status"**:

· Available Service
· Degraded Service
· Service Down

The criteria for the different Service Status levels vary between different Services and are defined in the Service Descriptions.

The Customer can, via an escalation, request that a Degraded Service be changed to a Service Down in the event of long-term problems or repeated, periodic problems, that lead to the Customer's actual experience of an unavailable Service. GlobalConnect shall not unreasonably reject the request.

7. SLA Paused State

"SLA Paused State" is any time lapsed where the measuring of Unavailable Time will be paused due to circumstances beyond GlobalConnects control. SLA Paused State includes but is not limited to; circumstances where GlobalConnect is waiting for the Customer to grant GlobalConnects field engineer access to the Customer premises or when GlobalConnect is waiting for the Customer to reply to necessary questions or actions.

8. Service Window

GlobalConnect's standard **"Service Windows"** for Planned Maintenance are from Monday 00:01 until Monday 06:00 and Thursday 00:01 until Thursday 06:00 of any given week.

9. Planned Maintenance

GlobalConnect has the right to perform **"Planned Maintenance"** to secure necessary changes and upgrades in the network. Planned Maintenance is mainly carried out during GlobalConnect's Service Windows unless otherwise stated in the Service Description for a specific Service.

GlobalConnect strives to notify Customer in writing at least 10 Business days before Planned Maintenance is to be carried out. GlobalConnect reserves the right to notify the Customer of Planned Maintenance outside Service Windows, if necessary. In some circumstances, for example if there is a high risk of disruption to the Services, or where Planned Maintenance is performed in a sub-supplier's network. GlobalConnect may notify of Planned Maintenance with a shorter deadline.

During Planned Maintenance carried out by GlobalConnect the Customer may experience a degraded or unavailable Service. To the extent Planned Maintenance has been notified as agreed, such degradation or outage will be detracted from the total Unavailable Time.

GlobalConnect always strives to minimize the impact of Planned Maintenance for Customers.

10. On-Premises Wiring/Cabling

"On-premises Wiring/Cabling" is either the electrical or optical wiring inside the customer property between the NTP and a service delivery point (e.g. the CPE), as further described in the Service Descriptions.

The On-premises Wiring/Cabling is (unless otherwise stated in the Main Agreement) the property of the Customer and therefore a Customer responsibility and liability, even if the installation was performed by GlobalConnect.

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11. GlobalConnect's area of responsibility

GlobalConnect is responsible for the Services provided to the Customer. If a Fault with the Service cannot be referred to circumstances in GlobalConnect's Network or the Service as described in the Service Description, GlobalConnect is not obligated to perform Fault Correction, and the Customer is not entitled to claim Service Credits and/or contractual breach. However, GlobalConnect may at the Customer's request and at its own discretion assist Customer in trying to identify where the root cause lies.

If a reported Fault proves to be caused by the Customer or by another party for which the Customer is responsible, GlobalConnect is entitled to claim reasonable compensation from the Customer for the costs incurred on a time and material basis in accordance with GlobalConnect's price list.

12. Service Credits

Customer is entitled to request "Service Credits" when GlobalConnect fails to meet the agreed Availability for a specific Service. Customer's right to Service Credits is determined by Customer's choice of Standard Service Level, as reflected in the table below.

Service Credits in percent of the Monthly Recurring Charge of the affected Service:

Availability	Platinum	Gold24	Gold	Silver24	Silver	Bronze	Basic
100% - 99,99%	n/a	n/a	n/a	n/a	n/a	n/a	n/a
99,99% - 99,90%	10%	n/a	n/a	n/a	n/a	n/a	n/a
99,89% - 99,75%	15%	5%	5%	n/a	n/a	n/a	n/a
99,74% - 99,59%	30%	20%	20%	10%	10%	5%	n/a
99,58% - 98,35%	40%	30%	30%	20%	20%	10%	n/a
98,34% - 97,71%	60%	50%	50%	35%	35%	25%	n/a
96,70% - 93,42%	80%	70%	70%	50%	50%	40%	n/a
< 93,42%	100%	100%	100%	75%	75%	75%	n/a

Table 2: Service Credits in accordance with the Standard Service Levels

Service Credits will only be awarded in cases of faults defined as Service Down (causing Unavailable Time).

The Customer must direct a written claim for Service Credits to Customer Service.
The claim must include a reference to the Incident Ticket for which the Customer claims Service Credits.

The Customer forfeits any right to Service Credits if GlobalConnect has not received a written claim within thirty (30) days after the expiry of the monthly period, of which the Customer's claim pertains to.

The aggregate value of Service Credits claimed in any given calendar month cannot exceed 100 % of the monthly recurring charge for the Service affected by the Fault, regardless of several incidents happening in the same month.

A claim for Service Credits is settled by GlobalConnect by crediting the value on an invoice for the period following GlobalConnect's verification of the Customer's claim for Service Credits.

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13. Operational Definitions

Terms and definitions not otherwise defined in the Service Level Agreement shall have the same meaning as set forth in the Main Agreement between GlobalConnect and the Customer.

Term	Specification
AD	Means all days, every day of the year.
Available Service	Means the Service is working in accordance with the Service Description.
BD or Business Days	Means Monday through Friday, except applicable local public holidays in the country where the Service is delivered.
Customer Premises Equipment (CPE)	Means equipment owned and/or managed by GlobalConnect located on the Customer's premises, or premises specified by the Customer, for the Customer to use the Service.
Customer Service	Means the 24/7-365 GlobalConnect service desk who handles all communication between Customers and GlobalConnect regarding Incident Tickets. More information is available online.
Degraded Service	Means a Fault which causes the Service to be degraded in accordance with the Service Description. Degraded Service also covers when one connection or device in a Redundant Service is unavailable.
Fault	Means Degraded Service or Service Down.
Fault Correction	Means when GlobalConnect identifies, isolates, and corrects any Faults in the Service. This can be done remotely or on site.
Full Diversity	Means a service with multiple, physically separate network paths, as further described in the applicable Service Descriptions. (For access lines it means a solution using a minimum of 2 x fiber/radio accesses. These lines must be established between 2 different GlobalConnect POPs and 2 different Network Termination Points. The solution must be delivered with more than one CPE/Switch/Firewall providing the Service.)
Incident Ticket	Means a ticket created by GlobalConnect or by the Customer in GlobalConnect's fault handling system. Linked to the Incident Ticket there is a case ticket used for communication between GlobalConnect and the Customer.
Main Agreement	Means the agreement for delivery of Services entered into by GlobalConnect and the Customer.
Network Termination Point (NTP)	Means the termination point for an access Service at which GlobalConnect hands over the physical network connection at the edge of the Customer premises (e.g., in the cellar of the building.)
Redundancy	Means a solution with a primary and a secondary Service, where failover is possible in case of a Fault, further explained in the applicable Service Description.
Service	All services offered by GlobalConnect in accordance with applicable Service Descriptions.
Service Description	Means a document with a detailed technical description of a specific Service, e.g. Internet, IPVPN, Smart Fiber or Managed LAN.
Service Down	Means a Fault which causes the Service to be completely unavailable in accordance with the Service Description.
Total Time	Means an average calendar month of 730 hours (43.800 minutes) which is used in the calculation of Availability for a Service.

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