

Keconnect Internet 2Mbps Fixed Line Service Service Level Guarantee

A: DEFINITIONS

“**Access Connection**” means an access circuit capable of supporting digital transmission.

“**CDD**” – **Contracted Delivery Date** means the date provided to the Customer by KeConnect on which the service will be available.

“**SLGS**” – **Service Level Guarantee Scheme** means the scheme to which this document relates.

B: CONTRACTED DELIVERY DATE - CONDITIONS

1. The CDD is dependent upon acceptance of the contract by KeConnect. For the provision of up to 6 Access Connections at 2048Kbit/s, each Connection will be 37 Working Days from acceptance of the order by KeConnect. For more than 6 Access Connections, provision will be undertaken as part of a project with a phased plan for delivery and CDD's must be agreed in advance with KeConnect.

2. The service will be deemed to have commenced as outlined in section 4.1 of the KeConnect 2Mbps Fixed Line terms and conditions/Service Level Agreement.

3. The Provision of Access Connection SLGS applies only to the provision of Access Connections, not to the provision of VPNs nor to any KeConnect supplied equipment beyond the Network Terminating Point, nor to the provision of any KeConnect service which the Customer accesses via the Service.

4. The Provision of Access Connection SLGS applies only to new provisions. Shifts and re-grades are not included in the Provision of Access Connection SLGS.

5. The Provision of Access Connection SLGS also excludes any failure by KeConnect to meet the CDD which may arise as a consequence of breach of contract by the Customer, or in respect of section 4 'SERVICE DELIVERY' contained in the KeConnect 2Mbps Fixed Line Service terms & conditions / Service Level Agreement.

C: AVAILABILITY OF KECONNECT ACCESS CONNECTION SLGS - CONDITIONS

The SLGS covering the availability of Access Connections ('Availability of Access Connection SLGS') applies to all 'in-service' Access Connections.

In the event of Access Connection unavailability, KeConnect will reduce the annual Rental Charge for the Access Connection as detailed below:

For each Access Connection, the unavailability percentage is calculated at the end of each Availability of Access Connection SLGS cycle (being a period of 12 consecutive calendar months) by the formula:

$A/B \times 100$, where 'A' is the total duration in hours of eligible failures in the Availability of Access Connection SLGS cycle, and 'B' is the total number of hours in the Availability of Access Connection SLGS cycle. An 'eligible failure' is deemed as being a fault reported by the Customer or by KeConnect causing total loss of service on an Access Connection for longer than 60 seconds. 'Total loss of service' occurs if the Customer is unable to transmit and/or receive data across all Access Connections.

The relevant percentage reduction, as detailed in the table below, will be deducted from the Access Connection Rental Charge for the following year, unless the Service is terminated, in which case a refund payment will be made.

Access Connection Unavailability Percentage	Reduction in Access Connection Rental Charge
0.00 to 0.10	0%
Over 0.10 to 5.00	5%
Over 5.00 to 10.00	20%
Over 10.00 to 20.00	40%
Over 20.00 to 25.00	80%
Over 25.00	100%

6. The following fault types are not classified as eligible failures under the Availability of Access Connection SLGS:

- i. Faults on Customers' equipment;
- ii. Faults on network equipment due to Customer action;
- lii faults reported by the Customer but which have not been observed or confirmed by KeConnect;
- iv. Disruptions occurring within pre-notified planned engineering works window

7. The Availability of Access Connection SLGS also excludes any failures of an Access Connection, which may arise from suspension of Service for breach of Contract by the Customer or in respect of the sections 'SERVICE DELIVERY' and 'CUSTOMER RESPONSIBILITIES' contained in the KeConnect Internet Fixed Line Service terms & conditions / Service Level Agreement.