Private Circuits Service Specific Terms and Conditions

Sure Private Circuit Product Description

Private Circuits (also referred to as 'Leased Lines' or 'Private Wires') are permanently connected, point-to-point communication links dedicated exclusively to a particular Customer (or pair of Customers). They offer instant or constant access between specified Customer locations and are categorised as Local (Guernsey and the Bailiwick), National (Jersey and the UK) and International. Sure can provide a complete Private Circuit within Guernsey and the Bailiwick. For National and International Private Circuits Sure provides the Guernsey portion of the circuit, allowing Customers to select the remote provider of their choice. Sure has interconnect agreements with Sure, Jersey Telecom and BT.

Sure provides a range of analogue and digital Private Circuits capable of carrying voice or data traffic. Private Circuits are based upon international standards and Sure's resilient Synchronous Digital Hierarchy (SDH) core network to ensure a high level of performance and reliability. Private Circuits are available with different speeds and interfaces so that Customers can easily match their business application to the service.

SECTION 1 – Service Specific Terms and Conditions

These Sure Service Specific Terms and Conditions should be read in conjunction with the Sure General Terms and Conditions and the Order Form. Where there is conflict these Service Specific Terms and Conditions supersede the General Terms and Conditions and the Order Form supersedes these Service Specific terms and Conditions.

1. Definition and Interpretation

In these terms and conditions, in addition to those defined terms set out in the Sure General Terms and Conditions, the following terms shall have the following meaning:

"Customer Premises Equipment" means Telecommunications Apparatus (including any extension wiring and sockets) located at Your Premises and connected to a Telecommunications Network at a Network Termination Point.

"Network Termination Point" means any physical point of connection forming part of a Telecommunications Network at which another Telecommunications Network or Customer Premises Equipment may be connected.

"Telecommunications Equipment" has the same meaning as in section 31 of The Telecommunications (Bailiwick of Guernsey) Law, 2001.

2. Provision of Service

2.1 Should cabling form part of the Service then this is provided on the basis of surface mounted wiring in a standard environment.

3. Telecommunications Equipment

3.1 You are responsible for any Telecommunications Equipment that We provide at Your Premises and for its safe and proper use. You must not interfere with it nor let anybody else do so, unless authorised by Us. If any part of Our Telecommunications Equipment is lost, destroyed or damaged, apart from fair wear and tear, You will be charged for its repair or replacement.

4. Charges

4.1 The charges payable by You for Services already in service on 1 March 2009 will be the charge as detailed in Our Price List at that date. Such charge will apply until the Service is terminated.

4.2 For Services ordered on or after the date set out in paragraph 4.1, the charges payable by You for the Initial Term will be as set out on Your Order Form, or in the absence of such charges being set out on Your Order Form as detailed in Our Price List at the date of Your Order Form.
4.3 If delivery of the Service continues for a further period as set out in Clause 6 of the Sure General Terms and Conditions the charges payable by You at the start of that further period will continue to apply for that further period.

5. Payment

5.1 Rental for the Service will start on the Service Delivery Date, unless We notify You of a later date for the start of Service when rental will be payable from.

5.2 Rental is normally payable in advance but We may bill You in arrears. Except for temporary Service, You must pay rental in accordance with Our billing cycle. We will apportion rental on a daily basis for incomplete billing periods.

5.3 We reserve the right to charge interest and/or a late payment fee on any outstanding balances, in accordance with paragraph 12.3 of the Sure General Terms and Conditions.

6. Deposits and Payments in Advance

We may ask for payment in advance, which does not exceed the connection charge and rental for the term of Service requested, prior to providing the Service.

7. Termination

7.1 We may terminate this Agreement by giving You at least three months notice. If We give You notice then You must pay rental and any other applicable charges up to the expiry of the notice period. We will credit or refund the appropriate proportion of any rental paid in advance for the period after Your liability for rental ceases. If You have been suspended from Service due to non-payment of accounts We may terminate the Service after one month should payment still be outstanding.

7.2 You may by giving notice to Us at least 30 calendar days before the expiry date of the initial term of Service, terminate this Agreement on the expiry date. If You terminate this Agreement during the initial term of Service You shall be liable for any outstanding charges at the rate You have been paying for the Service. After the initial term of Service You may terminate this Agreement by giving Us at least 30 calendar days notice at any time. In the event that the Service is partially or wholly provided by a third party, the notice period required by Us from You for the whole Service will be the longer of 30 calendar days or the third party's required notice period. Outstanding rental charges shall not be payable if:

7.2.1 The Service is replaced with another Service from Us that We deem to be comparable; or

7.2.2 We materially change the rental charge or terms and conditions of this Agreement to Your detriment.

7.3 Your notice does not avoid any other liability for Service already provided.

7.4 If You terminate the Service and order a similar Service to the same Premises but to be terminated at a different point within the building, this will constitute an internal shift and will be charged as such.

8. Accommodation, Power and Lightning Protection

8.1 In order to provide Service We will have to place Telecommunications Equipment on Your Premises. You must provide a suitable location and environment for Our Telecommunications Equipment. You must prepare Your Premises before Service is provided according to any instructions that We may give You. We will take

reasonable care when carrying out work on Your Premises but You will be responsible for any necessary re-decoration and for putting items back once We have completed the work.

8.2 You must supply at Your own expense, a suitable mains electricity supply and connection points, where We need them, if they are required for Our Telecommunications Equipment.

8.3 If You require You must provide at Your own expense, suitable lightning protection equipment for use with any Customer Premises Equipment associated with the Service.

9. Customer Premises Equipment

9.1 You must only connect Customer Premises Equipment to Our Service at Our designated Network Termination Point.

9.2 Your Customer Premises Equipment must only be used with Our Service as directed under The Telecommunications (Bailiwick of Guernsey) Law, 2001 and in a way that meets all relevant standards and instructions applicable to You. If Your Customer Premises Equipment does not comply with the above then You must disconnect it immediately or allow Us to do so at Your expense.

9.3 We will not be responsible or liable for any loss or damage caused as a result of the use of Customer Premises Equipment that does not comply with The Telecommunications (Bailiwick of Guernsey) Law, 2001.

10. Information and Permissions

10.1 You confirm that in respect of the Service:

10.1.1 We may install and keep the Service and Telecommunications Equipment at the Premises and have reasonable access to it; and

10.1.2 You have obtained all permissions, licences and consents from third parties that are necessary or desirable for the supply of Service until its removal.

11. Access to Premises

You shall let Us or Our representatives enter Your Premises for the purpose of installing, maintaining or removing the Service as long as We show You Our identity badge. We will meet Your reasonable requirements for the safety of people on Your Premises and You shall be responsible for the safety of Our representatives whilst on Your Premises.

12. General Terms and Conditions

You should refer to the Sure General Terms and Conditions for additional clauses under each of the above headings and for the following:

Special Provision of Service	Use of Service
Fault Repair	Relocation and Reconfiguration
Term of Service	Temporary Service
Interconnection	Charges

Default	Cancellation
Suspension	Call Monitoring and Recording
Complaints and Arbitration	Assignment
Copyright	Duration and Entire Agreement
Indemnity	Law
Liability	Matters Beyond Reasonable Control
Notice	Use of Information
Severability	Variation
Waiver	

SECTION 2 – Service Level Agreement

1 Introduction

1.1 Definitions

Agreement	An agreement to take and to provide services under Sure's General Terms and Conditions and Sure's Private Circuit Service Specific Terms and Conditions
Basic Obligations	Comprising those obligations specified in the SLA as being Sure's obligations.
Business Day	Means everyday excluding Saturdays, Sundays and national or bank holidays in Guernsey, as applicable.
Customer	The party to the Agreement who is taking the service
Sure	Refers to Sure (Guernsey) Limited
Sure Circuit Identification (ID)	A unique number assigned to the Private Circuit by Sure
Force Majeure	Any circumstances outside the reasonable control of a Party, including (without limitation), officially declared national disasters, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government, act of God, fire, earthquake, hurricane, flood, fog, mist and low cloud, lightning or explosion, outbreak of pestilence or epidemics, government rationing of electricity and embargos or trade restrictions
Guernsey	The Bailiwick of Guernsey
Private Circuit	The retail circuit between the Customer Network Demarcation Point and the Sure Network Demarcation Point.

Normal Working Hours	0800 – 1700 hours on a Business Day
Obligation	Means an obligation on either Party in accordance with this SLA
Party	means a party to this Agreement
SLA	Service Level Agreement
Terms and Conditions	Means terms and conditions of this SLA unless otherwise specified

1.2 Scope of the SLA

This SLA covers the terms and conditions upon which Sure will deliver, maintain and repair services for retail Private Circuit products. Whenever Sure announces improved targets, this SLA will be considered amended accordingly and existing Customers will benefit from these improved targets along with new Customers.

This SLA is applicable as from the date of the "Agreement" and will expire in the event that the "Agreement" expires.

The following Private Circuit products fall under the scope of this SLA:

- Digital Private Circuits, i.e. 64kbit/s, Nx64kbit/s, 2, 45 and 155Mbit/s / Ethernet Private Circuits;
- All analogue circuits

This SLA is not limited to ONLY Private Circuits where both the A-end site and the B-end site are located on the Bailiwick of Guernsey i.e. for the avoidance of doubt the SLA includes the part of National and International Private Circuits that are under the control of Sure.

1.3 Contact Points

For any questions relating to the Private Circuit products, the Customer may

- Consult the Sure website at http://www.sure.com/
- Contact their Sure Account Manager
- Contact Sure Customer Service
- Fax Sure Business Sales on 01481 730830
- Email Sure on contact@sure.com

1.4 Sure Obligations

1.4.1 Basic Obligations - The Basic Obligations comprise Sure's commitments as set out in this SLA (i.e. the sections in the SLA entitled "Sure's Obligations"). In the case of a dispute, the Customer agrees that the records available in Sure's operational records will be used as evidence of Sure's performance and compliance with its obligations. However if the Customer holds reliable and auditable data this will also be taken into account.

1.4.2 Sure's Liability - The Basic Obligations defined in this SLA are additional to Sure's responsibilities as set out in the Sure General Terms and Conditions and the Sure Private Circuit Service Specific Terms and Conditions. However, Sure's liability under this SLA, including but not limited to paragraph 5 below, shall be limited in accordance with Clause 31 of the Sure General Terms and Conditions, which shall apply here accordingly.

1.5 Customer's Obligations

1.5.1 Site Access - The Customer is responsible for facilitating the access to his Premises by the Sure technicians for the provisioning, repair or maintenance operations. If required, the Customer is responsible for the facilitation of access by any third parties that own or control the Premises.

1.5.2 Co-operation with Third Parties - If the Customer's network is wholly or partly managed by a third party (e.g. sub-contractors), the Customer is responsible for the collaboration of this third party with Sure.

1.5.3 Integrity of Equipment - The Customer is responsible for the integrity of the equipment installed by Sure at the Customer's Premises as defined in the Sure Private Circuits Service Specific Terms and Conditions.

1.6 Force Majeure

No failure or omission by either Party to carry out or to perform any of the Obligations or comply with any of the Terms and Conditions shall give the other Party a claim against such party, or be deemed in breach of this Agreement, if and to the extent that, such failure or omission arises from Force Majeure as hereinafter defined in this SLA.

The Party who fails to perform any of the Obligations or fails to comply with the Terms or Conditions due to Force Majeure reasons shall promptly notify the other Party of the reason for the failure and the anticipated duration thereof and shall use its reasonable endeavours to remove the effect of the Force Majeure and shall resume performance of this SLA as soon as possible.

2 Service Delivery

This section is applicable to the provisioning of a new Private Circuit, and the upgrading or the moving of an existing Private Circuit.

2.1 Definitions related to the Service Delivery of a Private Circuit

Cancellation	Either party cancelling the Private circuit before installation is completed.
CRD	Customer Required by Date, i.e. the date requested by the Customer for the delivery of the Private Circuit.
Move	A provisioning operation to move one of the end-point locations of an existing Private Circuit (i.e. end site A or B) to another end-point (i.e. either a new site A or B).
Order	A request for the provision, upgrade, move or cancellation of a Private Circuit pursuant to Sure's General and Service Specific Terms and Conditions.
Order Form	Standard form used to order Private Circuits.
Order Intake	The introduction of the order for the Private Circuit into the IT systems (or manual processes) of Sure for the provisioning of the services performed by Sure.
Order Intake Time	Time delay between the transmission of the complete, correct and signed Order Form to Sure and the Order Intake.
Private Domain	Land which is not Public Land.
Provisioning	The number of Business Days between the Order Intake and the Service Delivery Date

Interval	for a given Private Circuit or as agreed between the Customer and Sure.
Public Land	Any public highway or other place to which the public have access, whether on payment or otherwise
Service Delivery Date	Service Delivery Date, i.e. the date on which the Private Circuit will be ready for use. The Private Circuit will be billed from this date.
Upgrade	A provisioning operation to increase the bandwidth capacity of an existing Private Circuit where the locations of end sites A and B remain the same.

2.1.1 Infrastructure required for installation

Where

- the Customer's Premises is already equipped with the cabling and equipment required for installing the service (e.g. external cable, internal cable, power supply) up to the telecommunications room where this service will be delivered, and
- the infrastructure that is required in the Public Land (e.g. ducts, fibre, etc) is already in place, and
- no site survey is needed then

the installation of the Private Circuit will take place in accordance with the Guaranteed Provisioning Interval in section 2.3.2 of this SLA.

2.1.2 Additional works required in the Private Domain

When the infrastructure required is not already in place in the Private Domain, additional works (e.g. external cabling, internal cabling) may be required in order to install the necessary equipment or deliver the ordered service. In this case, a site survey must be carried out, in order to evaluate the works to be done at the Customer's Premises. The following procedure is then applicable:

1. Sure will contact the Customer and make an appointment for the site survey;
2. Sure will carry out the site survey and establish the amount of work to be carried out in order to deliver the service as ordered by the Customer;
3. In the case where the work on the Private Domain will be carried out by the Customer, the Customer is requested to indicate the date on which the Customer's Premises will be ready for Sure to commence work on the installation of the service.
4. Once the timings needed to carry out the work has been estimated by Sure and the "ready for Sure date" has been communicated to Sure, Sure will provide a final Service Delivery Date to the Customer.

Where one of the end sites is already connected to Sure's network, the installation of the Private Circuit can only be initiated if the remaining capacity in the network equipment is sufficient. If additional capacity is required then the standard service delivery times will only commence once the additional capacity has been built to supply this Private Circuit Order. Thus the guaranteed provisioning intervals specified in this SLA will apply from the moment that the works are concluded.

2.1.3 Additional works on Public Land

When the infrastructure required on Public Land is not already in place, some work may be needed in order to install the necessary infrastructure (e.g. ducts, cables etc). Most of this type of work requires submission to the local authorities for authorisation, in which case the time delay for the installation of the service will depend on the timings given by the local authority for the carrying out of the work, although all applications will be submitted to the relevant authorities without delay.

Nevertheless, once the works required on Public Land is completed, Sure guarantees that the time delay for the provisioning of the Private Circuit will not exceed the one defined in this SLA i.e. the guaranteed provisioning intervals will apply from the point that the works are concluded.

2.2 Provisioning Procedure

2.2.1 Initiating the provisioning procedure

Completing the Order Form

The Customer has to order the Private Circuit (new Private Circuit, an upgrade to an existing Private Circuit or a move) using the standard Order Form for Private Circuit products, which is available from Sure. The Order Form will include the following fields:

- Sure product name
- Private Circuit speed and bandwidth
- Customer name and address
- A-end address, floor/room number and contact person details
- B-end address, floor/room number and contact person details
- A-end and B-end interface descriptions
- Special Requirements

For both end sites the Customer has to specify the exact location where the service should be delivered and the nature of the works needed in the Private Domain, if possible.

The charges for the Service and the Initial Term of the Agreement will also be on the Order Form.

The completed and signed Order Form should be returned to Sure by either post or email.

Order Intake

Once the completed and signed Order Form has been received, the order is processed on the IT systems of Sure (or via their manual process) for the provisioning of the service. This operation is normally performed within one working day from the receipt of the order.

Sure cannot guarantee this timing if the Order Form has not been correctly completed. If the Order Form is not fully completed and correct then Sure will contact the Customer to complete the Order Form.

The provisioning clock starts at Order Intake and the guaranteed provisioning intervals in paragraphs 2.3.1 and 2.3.2 commence at this time.

2.2.2 Feedback to the Customer

1. Confirmation of the Order

Once the Order Intake has been completed Sure will inform the Customer of the receipt of the Order and the Sure Circuit Identification number of the Private Circuit (for a new or upgraded Private Circuit) by either e-mail or fax. (First Feedback Time) The maximum time guaranteed for this operation is defined in Section 2.3.1.

After checking line plant availability Sure will provide the Customer with the Service Delivery Date for the Private Circuit (2nd Feedback Time). The maximum time guaranteed for this operation is defined in Section 2.3.1.

The Service Delivery Date will take into account the CRD requested by the Customer.

Sure will provide Private Circuits in compliance with the Guaranteed Provisioning Intervals in Section 2.3.2, unless in circumstances where the CRD specifies a longer period.

If Sure agrees to provide a Private Circuit to a CRD which falls at an earlier date that provided for in Sure's basic Obligations then this will be on a 'best efforts' basis and no guarantees or compensation will apply.

2. Modification of the Service Delivery Date

The Service Delivery Date guaranteed to the Customer after the Order Intake will normally not be modified. Nevertheless, if additional activities need to be carried out, Sure will inform the Customer of the status of the order and the reason for any delay. If possible, the new Service Delivery Date will also be provided at that time.

Cases that can result in a modification of the Service Delivery Date are:

- Where the Customer cannot agree on the date for the site survey(s)
- Where work is required either on the Customer's Premises or on Public Land for which Sure requires authorisation from a third party.

2.2.3 Installation of the Private Circuit

When no work is required in the public or Private Domain Sure guarantees the planned Service Delivery Date for the Private Circuit given in section 2.3.2, except where the Customer requires an installation date that is later.

2.2.4 Closing of the Order

At the closing of the Order, Sure will inform the Customer, either by fax or e-mail, that the Private Circuit is in service and that billing for the service will commence immediately.

2.3 Sure Obligations

All the following guarantees are applicable for the provisioning of a new Private Circuit, an upgrade of a Private Circuit, the move of a Private Circuit and the early cancellation or cease of a Private Circuit.

2.3.1 Guaranteed Feedback

	FIRST FEEDBACK TIME	2ND FEEDBACK TIME
Analogue Private Circuits Digital Private Circuits up to and including 2Mbit/s	2 Business Days	5 Business Days
45 Mbit/s Private Circuit	Project Based	Project Based
155 Mbit/s Private Circuits	Project Based	Project Based

Table 1 Guaranteed Feedback Times

Note that the time is given from the receipt of the completed and correct Order Form. Additional feedback will be given if the initial planning has to be reviewed.

At the First Feedback Time, Sure will provide to the Customer all necessary information to enable the Customer to prepare access, space and facilities in accordance with Sure's requirements. The Service Delivery Date may be confirmed at the First Feedback Time, otherwise it will be confirmed at the Second Feedback Time.

2.3.2 Guaranteed Provisioning Interval

When the infrastructure is in place at both Customer sites, Sure guarantees that the overall Provisioning Interval for the Private Circuits will not exceed the values given in the table hereunder except at the Customer's request or in the case of a mutually agreed project plan.

	ALL ANALOGUE PRIVATE CIRCUITS	**64 KBIT/S CIRCUITS**	**NX64KBIT/S & 2MBITS CIRCUITS**	**45 & 155 MBIT/S CIRCUITS**	**ETHERNET CIRCUITS**
Analogue Private Circuit	15 Business Days				
Digital Private Circuit		10 Business Days	10 Business Days	Project Based	15 Business Days

Table 2 Guaranteed Provisioning Interval

2.3.3 Cancellation

Sure may cancel the order if it is unable to supply service for matters beyond our reasonable control.

2.4 Customer's Obligations

2.4.1 Sending of a correct and complete Order Form

The Customer is responsible for providing the information defined in the Order Form to Sure. In particular this includes:

- The location where the service should be delivered for both end sites
- The type of Private Circuits that is to be delivered

2.4.2 Making necessary space available

The Customer undertakes to make space available for Sure at the Customer's Premises at the point where the Private Circuit is to be connected and or terminated to enable Sure to install the equipment and the entire infrastructure necessary for the implementation of a Private Circuit. If necessary the Customer shall obtain the consent of the owner of the Private Domain.

2.4.3 Making electrical and physical environments available

Electrical Environment

In the event that Sure equipment is installed directly in the Customer's Premises, the Customer must guarantee access to a power source that complies with the Sure requirements and allows the equipment that is necessary for the connection to function properly.

Physical Environment

In the event that Sure equipment is installed directly in the Customer's Premises, the Customer must guarantee that the physical environment complies with the Sure requirements for EMC environment, temperature, relative humidity, ventilation system and safety regulations.

2.4.4 Cancellation

Prior to a Private Circuit being provided, the Customer may cancel the order although they may be charged for any abortive work undertaken or expenses incurred.

3 Repair Services

3.1 Definitions related to the repair of the Private Circuit

A End	The "end" i.e. operator with whom the Customer placed the order or as otherwise agreed by all parties.
B End	The "end" that is not the A End.
Fault Reported to Sure	The date and time when a Fault is reported by the Customer to Sure and when a Trouble Ticket is created for the repair of the service.
Gross Repair Time	Time delay needed to restore the service for the Customer calculated between the Fault Reported to Sure and the closing of the Trouble Ticket, i.e. the moment when service is restored and the Trouble Ticket is closed.
NMC	Network Management Centre or the function as carried out by Sure.
Net Repair Time	Difference between the Gross Repair Time and the Stop-Clock Time.
Stop-Clock Time	Time lost during the repair process due to causes external to Sure, e.g. no access to Customer sites, etc.
Time to First Intervention	Interval between the reporting of the fault by the Customer and the first action taken by a technician of Sure to repair the fault either via remote operation or by on-site intervention.
Trouble Ticket	The record created by the front-end helpdesk officer at Sure in their fault reporting system at the moment of the communication of a problem to Sure. This record contains the information already available to Sure as well as the information communicated by the Customer and the information added by Sure staff during the repair/restoration process. This record has a unique number provided by Sure to identify the fault
Working Hours	Target Time to Repair expressed in Working Hours means that the service is available during the Business Day.

3.2 Nature of the Fault and Stop-Clocks

3.2.1 Nature of the Fault

When reporting a problem, it is essential that the Customer clearly identifies the nature of the problem, i.e. to distinguish problems with impact on the traffic and problems without impact on the traffic.

Faults will be classified as in the table below.

CLASSIFICATION OF FAULT	CRITERIA
Critical service affecting	**Total loss of service** Seriously degraded service where the Customer is prepared to immediately release the Private Circuit for testing.
Major service affecting	**Degraded service** where the Customer is still able to use the Private Circuit and is not prepared to immediately release it for testing.
Non service affecting	Any fault that does not fall into the other two classifications.

The reporting of a Fault that is Non-Service Affecting is initiated in the same way as a Fault that is Service Affecting.

3.2.2 Stop-Clock Rules

There are three situations in which Sure can correctly stop the repair clock:

1. All possibilities of remote testing have been executed and the co-operation of the Customer is not forthcoming to carry out testing on the Customer's site;

2. The Customer proposes to delay the repair;

3. Where monitoring is used in the following cases-

a. At the opening of a Trouble Ticket Sure cannot identify any Faults on the Private Circuit (no alarms, no error bits, no clock-problems, correct signal-level, etc.) and the Customer does not want Sure to close the Private Circuit for testing purposes. Sure may then propose longer term monitoring of the Private Circuit to ascertain any problems that there may be and during this time the repair clock may stopped.

b. When the Private Circuit was repaired and the Customer agrees that the Private Circuit is back in service, but does not agree to close the Fault whilst the monitoring takes place to fully check the status and stability of the Private Circuit.

In these instances the time for monitoring should not be included in any times measured for SLAs.

In the cases of Stop-Clock, the Stop-Clock will be fully documented on the Sure system including:

- Reason for the Stop-Clock action;
- Action to be undertaken;
- Timings; and
- Name of the contact-person at the Customer who agreed the Stop-Clock.

3.3 Repair Process

3.3.1 Initiating the repair operations

When a Fault is reported via a telephone call from the Customer, the following information must be given to Sure:

- The Sure Circuit Identification Number of the Private Circuit;

- Nature of the problem;
- Description of the problem;
- Contact point for follow-up; and
- Contact point at the Customer site.

For each Fault, a Trouble Ticket will be generated and the Trouble Ticket number will be communicated by Sure to the Customer. The Trouble Ticket number will be used by both Parties during any contacts concerning the Fault.

In the event that Sure is the A End the following procedure and target times will apply. Where Sure is the B End we will report the Fault to the A End on behalf of the Customer (or the Customer may report the Fault directly to the A End operator). The A End operator will carry out tests. In the event that they show that the Fault is not at the A End, they will hand the Fault back to Sure and the procedure below will be followed.

3.3.2 Feedback to the Customer

In agreement with the Customer, Sure will regularly inform the Customer by telephone about the progress of the Fault by providing such information as:

- Initial diagnosis
- Estimated time to repair the fault
- Impact of the Fault and/or the repair on the Customers service
- Any on-site intervention required

Sure guarantees that the first intervention performed, either via a remote repair operation or via a repair operation at the Customer's Premises, will be initiated within 2 hours after the Customer reporting a Fault and the Trouble Ticket being opened.

The first Customer update will be given at a set time after the creation of the Trouble Ticket and any additional information will be given as detailed in 3.4.1 in the case of Faults that impact on the Customer's traffic. The measured time begins when the Trouble Ticket is recorded in Sure's systems.

3.3.3 Closure of the Trouble Ticket

The closing of a Trouble Ticket will be done with the agreement of the Customer. Sure shall transmit to the Customer the following information via telephone:

- Trouble Ticket number;
- Sure Circuit Identification Number;
- Time at which Private Circuit was returned to service;
- Cause of the trouble; and
- Party responsible for the trouble.

If the Customer requests additional delay for his own testing of the repaired Private Circuit a Stop-Clock will be implemented. In the case that the Customer does not accept the closing of a Fault Sure will carry out additional investigations in the first instance.

3.4 Sure Obligations

3.4.1 Guaranteed Feedback

MAXIMUM INTERVENTION TIME	SECOND INFORMATION TIME	ADDITIONAL CUSTOMER UPDATE
30 minutes	1 hour	As agreed with Customer

Table 3 Feedback to the Customer in the case of Service Affecting Faults

Within the maximum intervention time Sure will notify the Customer that Sure is aware of the Fault and are taking appropriate steps to rectify the situation. At the Second Information Time an engineer will give a view as to what action needs to be taken. At this time Sure will agree with the Customer additional information times.

3.4.2 Target Time to Repair

Service Affecting Faults (both Critical and Major)

PRIVATE CIRCUIT TYPE	SERVICE	TARGET TIME TO REPAIR
Analogue Private Circuit	All Analogue Private Circuits	8 Working Hours
Digital Private Circuits	Up to 2Mbit/s & Above 2Mbit/s	8 Working Hours

Table 4 Target Time to Repair in the case of Service Affecting Faults

In the case of a Major Service Affecting Fault the time will start from when the Customer is willing to release the Private Circuit for testing.

Non Service Affecting Faults

PRIVATE CIRCUIT TYPE	SERVICE	TARGET TIME TO REPAIR
Analogue Private Circuit	All Analogue Private Circuits	3 Business days
Digital Private Circuits	Up to 2Mbit/s & Above 2Mbit/s	3 Business days

Table 5 Target Time to Repair in the case of Non Service Affecting Fault

All the above timings are given as from Trouble Intake. The Target Time to Repair is not applicable in the case of Force Majeure.

3.5 Customer's Obligations

3.5.1 Contact Point

The Customer is responsible for guaranteeing the availability of a contact. If Sure cannot inform the Customer of the progress of the Repair process the Target Time to Repair and Feedback delays cannot be ensured and compensation will not apply.

3.5.2 Site Access

If possible, the Customer should communicate to Sure their Site Access procedure when reporting a Fault. If the Customer is unable to inform Sure of the Site Access procedure at the time of the initial Fault report it then becomes the responsibility of the Customer's Contact Point to inform Sure as to the Site Access procedures as and when required. If these procedures are not respected, the Target Time to Repair will no longer be taken into account. The Customer also guarantees the support of the required staff during the Repair process.

3.5.3 Quality of Service degradation

In the case of the degradation of the quality of service (i.e. error bits, clock-problems, incorrect signal-level, etc.) of a Private Circuit, the Customer will allow Sure to cut the Private Circuit to perform measurements as required. All measurements by Sure should be performed outside of working hours unless agreed otherwise by the Customer. If the Customer does not agree to Sure cutting the Private Circuit, the Trouble Ticket will be considered as being in Stop-Clock mode by Sure since no repair operations are possible.

4 Maintenance

4.1 Definitions related to the maintenance of Private Circuits

The unavailability of a Private Circuit is defined as the percentage of time during which the Private Circuit cannot be used due to a Sure Fault during a year. The unavailability is based on the measure of the Net Repair Time associated with each Service Affecting Trouble Ticket generated during the year.

The availability of a Private Circuit is defined as:

Availability of Private Circuit = 100% - ((time unavailable during the year / total time in year) x 100)

4.2 Sure obligation

PRIVATE CIRCUIT TYPE	SERVICE	MINIMUM AVAILABILITY TIME
Analogue Private Circuit	All Analogue Private Circuits	99.90%
Digital Private Circuits	Up to 2Mbit/s & Above 2Mbit/s	99.90%

Table 6 Minimum availability (yearly basis)

The availability of the service is guaranteed on a yearly basis.

5 Compensation

Our Private Circuits offer high performance with the following delivery, availability and repair times backed by a compensation guarantee. For the avoidance of doubt compensation applies to the portion of the Private Circuit that is provided over the network owned by Sure (Guernsey) Limited or/and Sure Jersey Limited.

5.1 Provisioning

In the case where the Service Delivery Date is not met due to a cause which is not external to Sure the Customer is entitled to compensation as described in the table below. The monthly fee is the fee relating to the Private Circuit service provided:

DELAY AFTER SERVICE DELIVERY DATE	COMPENSATION
1 – 5 Business Days	25% Monthly Fee
6 – 10 Business Days	50% Monthly Fee
More than 10 Business Days	100% Monthly Fee

Table 7 Compensation for Provisioning

Where We do not meet the service provisioning target due to failures that are external to Our network, then any claim for compensation You make will be passed on by Us to the supplying telecommunications operator. Payment received by Us from the supplying telecommunications operator under their terms and conditions will be passed on to You.

5.2 Repair

In the case where the target Repair Time is not met for Service Affecting Faults and the cause is due to Sure then the Customer is entitled to compensation as described in the table below. Faults that are due to the Customer or a Third Party are not taken into account in the compensation regime. The monthly fee relates to the Private Circuit service affected by the Fault. The Repair Times applicable is the Net Repair Time, i.e. after exclusion of Stop-Clock times.

NET REPAIR TIME	COMPENSATION
8 to 12 Working Hours	10% of Monthly Charge
12 to 16 Working Hours	15% of Monthly Charge
16 to 24 Working Hours	20% of Monthly Charge
24 to 32 Working Hours	25% of Monthly Charge
32 to 40 Working Hours	30% of Monthly Charge
>40 Working Hours	50% of Monthly Charge

Table 8 Compensation for Service Affecting Repair – Analogue Private Circuits & Digital Private Circuits

Where We do not meet the target Repair Time due to failures that are external to Our network, then any claim for compensation You make will be passed on by Us to the supplying telecommunications operator. Payment received by Us from the supplying telecommunications operator under their terms and conditions will be passed on to You.

5.3 Availability

In the case where the guaranteed minimum annual availability of the Private Circuit is not met due to causes which are not external to Sure then the Customer is entitled to compensation as described in the table below. The definition of the availability was given is section 4.1 of this document.

TYPE	SERVICE	COMPENSATION
Digital Private Circuit	Up to 2Mbit/s & Above 2Mbit/s plus Ethernet	10% of the Private Circuit Yearly Rental Charge

Table 9 Compensation for guaranteed minimum availability (annually based)

The period for the availability measurement of the Private Circuit is:

- Start date of measurement period (dd/mm/yyyy) + 365 calendar days or 366 calendar days for leap years (= end date of the measurement period). It is necessary for the Private Circuit to be in service at the end date of the measurement period.

The yearly value fee of the Private Circuit is calculated as follows:

- Monthly fee of the Private Circuit applied during the last month of the availability measurement period x 12.

Where We do not meet the availability target due to failures that are external to Our network, then any claim for compensation You make will be passed on by Us to the supplying telecommunications operator. Payment received by Us from the supplying telecommunications operator under their terms and conditions will be passed on to You.

5.4 Compensation Claim

If the guaranteed Provisioning or Target Time to Repair has not been respected due to a Sure fault, the Customer is invited to submit in writing a request for reimbursement within 3 months starting at the closing of the technical intervention. In this request the Customer needs to specify the following information:

REPAIR
Number of Trouble Ticket
Date of the Fault reported to Sure
Sure Circuit Identification Number of Private Circuit

PROVISIONING
Sure Circuit Identification Number of Private Circuit
Planned Service Delivery Date
Actual Service Delivery Date

If the guaranteed minimum annual availability of the Private Circuit has not been met the Customer is invited to submit a written request within a period of three months starting from the month closing the availability measurement period. In this request, the Customer has to specify the following information:

- Sure Circuit Identification Number of the Private Circuit
- Start date of the measurement period in dd/mm/yyyy
- End date of the measurement period in dd/mm/yyyy
- Yearly availability in % as measured by the Customer

The start date of the measurement period cannot be before the introduction date of this SLA.

Any requests for compensation payments must be sent to Sure at the following address:

Contact: Complaints Officer

Address: Customer Complaints, Sure, PO Box 3, St Peter Port, Guernsey, GY1 3AB

Fax: 01481 730830

Email: Surecontact@sure.com

SURE will confirm to the Customer if his request has been accepted within a maximum delay of 5 working days starting from the receipt of the request made via post, fax or email.

5.4.1 Compensation Payment

Once the compensation claim has been accepted, Sure will reimburse the Customer according to the compensation scheme as described in this SLA. This payment will be performed through a credit note on the next invoice.

5.5 Dispute Resolution

All disputes related to the interpretation or application of this SLA shall come under the exclusive jurisdiction of Guernsey Law. The provisions of the SLA are subject to Guernsey Law.

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