

Network and IP Transit Services SLA

Fastcom is committed to delivering service quality for fixed term agreement services within the following service level targets.

1. Uptime

- a) Fastcom will maintain the listed up-time target for each of the Customer's services / connections.
- b) Downtime is defined in this Service Level Agreement as a total failure of the endpoint service or connection being delivered.
- c) If downtime as defined exceeds the specified up-time SLA percentage in any month, Fastcom will credit the customers account in the next billing period as follows:
 - i) 0 to "Calculated SLA downtime (based on percentage eg; 99.8% = 88 minutes)" = 0%
 - ii) SLA + 4 hours = 10%
 - iii) SLA + 4 to 8 hours = 25%
 - iv) SLA + 8 hours + = 50%
- d) Credits applied to the customers account will be calculated using the monthly charge for service affected.

2. Fault Resolution

- a) Fastcom shall respond to urgent network issues within thirty (30) minutes of notification during normal working hours. Outside normal working hours, Fastcom will respond within one (1) hour. Urgent network issues relate to maintaining performance of the overall network or a significant service. The Customer agrees to check network status web-pages or answer services before calling in NOC staff with an urgent network notification.
- b) Fastcom shall make every effort to resolve urgent network issues within its direct control within one (1) hour. Fastcom shall make every effort to resolve other faults affecting provision of service to The Customer within (24) twenty-four hours. The Customer acknowledges that Fastcom relies on various network providers and Partners for services that support or facilitate the Customer's services and that these service providers may respond to urgent network issues or faults according to their own service level targets.
- c) Fastcom reserves the right to charge The Customer its standard hourly rates for fault resolution specific to the customer outside normal working hours (as specified above) unless the customer has signed an agreement with Fastcom for provision of 24hr support.
- d) Fastcom reserves the right to charge the customers where The Customer logs faults, incurs the use of Fastcom staff time and the problem is later determined to relate to The Customer's network rather than Fastcom's.

3. Scheduled Outages

- a) Fastcom endeavors to provide The Customer with at least 5 working days notice of the timing and duration of any planned outages. These will be scheduled to occur at a time that will cause least inconvenience to the majority of Fastcom customers.
- b) The Customer acknowledges that Fastcom may be required to perform emergency changes to ensure the overall integrity of the Fastcom network and or the services provided to The Customer is maintained. Such emergency changes may require a short notice period and Fastcom will endeavor to provide at least 2 hours notice under such clauses.

4. Network Latency & Packet Delivery

- a) Fastcom will provide a quality service with minimum network latency and packet delivery within its direct control. Fastcom will not be held responsible for third party network latency outside the boundaries of its own network, such as upstream bandwidth providers, but will work with The Customer to request resolution of such issues.

5. Cancellation for Performance Issues

- a) Notwithstanding the Customers statutory rights, a Customer who has committed to a fixed term agreement as part of this agreement shall only be able to cancel this agreement for the causes specified in these service terms and subject to the following terms;
 - i) The Customer shall be liable for all charges up until the time of cancellation, calculated on a pro-rate basis
 - ii) The Customer's right to cancel applies only to failures caused by factors reasonably within Fastcom's control and after Fastcom has had a reasonable opportunity to rectify the failures.
 - iii) If a service level failure giving cause for cancellation can be reasonably proved to relate to only one particular Fastcom service, (i.e. fibre optic service) and does not affect other fixed term contract services purchased by the customer, the customer shall be able to cancel that particular service only.