

## **SERVICE LEVEL OFFER**

**CONTENTS PAGE**

Section .....Page number

- 1. Objectives .....3
- 2. Delivery Lead Times.....3
- 3. Availabilityof Interconnect Links .....6
- 4. Availabilityof Transmission Links .....7
- 5. Availability of SDH Bandwidth.....7
- 6. Availability of International IP Capacity .....8
- 7. Availability of National Data Traffic Collection .....8
- 8. Quality of Service (QoS) Measures .....8
- 9. Fault Repair..... 10

This Service Level Offer states the target service levels against which the interconnection services in operation between JT and the Licensee shall be measured and assessed.

## **1. OBJECTIVES**

- 1.1 This document sets out the service levels to which JT commits with regards to the provision and maintenance of Interconnection Services under the terms of the Interconnect Guidelines.
- 1.2 Targets are set for a number of specific service level attributes, including:
  - Delivery
  - Availability
  - Quality of Service measures
  - Fault repair time
- 1.3 The service level attributes listed above shall apply save in exceptional circumstances, such as force majeure. For the avoidance of doubt, all reasonable efforts shall always be made to comply with the terms of the service level attributes.
- 1.4 Any delay caused by the non-fulfilment of the Licensee's obligations under an Interconnection Agreement pursuant to this Offer, including but not limited to access to sites for survey or provision of information required for service provisioning or fault resolution, shall result in the non-application of all or part of the undertakings contained in this statement of Service Level Offer.
- 1.5 For the avoidance of doubt, any delay or degradation of service resulting from planned engineering work or joint interconnect testing shall result in the non-application of all or part of the undertakings contained in this Service Level Offer.
- 1.6 The service level attributes in this document are minimum assurances. The Licensees may agree higher targets and compensation, subject to the provisions of clause 6 of the Main Offer document.

## **2. DELIVERY LEAD TIMES**

- 2.1 JT's commitment to deliver within the lead times outlined below, and to pay the relevant penalties for late delivery shall only apply to services ordered in accordance with the procedure for ordering and provisioning set out in Annex E, and within the forecast provided by the Licensee under the procedure set out in Annex E.

## 2.2 *Delivery of Interconnect Links*

2.2.1 The table below details the delivery lead times applicable to Interconnect Links ordered by the Licensee:

<b>Order Type</b>	<b>Delivery Lead Time</b>	<b>Starting Date</b>
New Interconnect Link on existing CSI path	Within 5 weeks	From receipt of valid order in accordance with the procedures at Annex E
New CSI path to existing Interconnect Node	Within 24 weeks	
New Interconnect Link to new Interconnect Node (CSI)	As per delivery date notified by JT, subject to feasibility study, which should be no more than 26 weeks from receipt of a valid order.	
New Interconnect Link on existing Collocated path	Within 4 weeks	
New Interconnect Link on new Collocated equipment	Within 5 weeks	
Removal of Interconnect Link	Within 4 weeks	

2.2.2 Applicable penalties:

25% of the installation fee per link shall be refunded if the delay exceeds 2 weeks.  
 50% of the installation fee per link shall be refunded if the delay exceeds 4 weeks.  
 75% of the installation fee per link shall be refunded if the delay exceeds 8 weeks.  
 100% of the installation fee per link shall be refunded if the delay exceeds 12 weeks.

## 2.3 *Delivery of Transmission Links*

2.3.1 The table below details the delivery lead times applicable to Transmission Services ordered by the Licensee:

<b>Order Type</b>	<b>Delivery Lead Time</b>	<b>Starting Date</b>
New Transmission Link where termination equipment and capacity available at both ends	Within 4weeks	From receipt of valid order in accordance with the procedures at Annex E
New Transmission Link where termination equipment and or capacity required at one or both ends	As per delivery date notified by JT, subject to feasibility study, which should be no more than 24 weeks of receipt of a valid order.	

New Transmission Link where significant civil engineering work is required	Within 26 weeks	From receipt of valid order in accordance with the procedures at Annex E
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### 2.3.2 Applicable penalties:

25% of the installation fee per link shall be refunded if the delay exceeds 2 weeks.  
50% of the installation fee per link shall be refunded if the delay exceeds 4 weeks.  
75% of the installation fee per link shall be refunded if the delay exceeds 8 weeks.  
100% of the installation fee per link shall be refunded if the delay exceeds 12 weeks.

### 2.4 *Delivery of Collocation facilities:*

2.4.1 The table below details the delivery lead times applicable to Collocation facilities ordered by the Licensee:

<b>Order Type</b>	<b>Delivery Lead Time</b>	<b>Starting Date</b>
Rack space ordered within available capacity	Within [6] weeks	From receipt of valid order in accordance with the procedures at Annex E
Floorspace ordered within available capacity	Within [6] weeks	
Secure room ordered within available capacity	Within [6] weeks	
Additional facilities	Within [2] weeks	
Services ordered outside available capacity	As per delivery date notified by JT, subject to feasibility study	

### 2.4.2 Applicable penalties

10% of the total amount payable for the collocation preparation / modification charge as agreed between JT and the Licensee per week of delay.

### 2.5 *Delivery of SDH Bandwidth Link*

2.5.1 The table below details the delivery lead times applicable to SDH Bandwidth ordered by the Licensee:

<b>Order Type</b>	<b>Delivery Lead Time</b>	<b>Starting Date</b>
New SDH Bandwidth Link where sufficient capacity available on the designated route	Within [4] weeks	From receipt of valid order in accordance with the procedures at Annex E

New SDH Bandwidth Link where capacity on JT SDH network insufficient at the time of order	Subject to feasibility study	
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#### 2.5.2 Applicable penalties:

25% of the installation fee per link shall be refunded if the delay exceeds 2 weeks.  
50% of the installation fee per link shall be refunded if the delay exceeds 4 weeks.  
75% of the installation fee per link shall be refunded if the delay exceeds 8 weeks.  
100% of the installation fee per link shall be refunded if the delay exceeds 12 weeks.

#### 2.6 *Delivery of International IP Capacity*

2.6.1 The table below details the delivery lead times applicable to International IP Capacity ordered by the Licensee:

<b>Order Type</b>	<b>Delivery Lead Time</b>	<b>Starting Date</b>
Connection of new collocated router	Within 8 weeks	From receipt of valid order in accordance with the procedures at Annex E
Additional capacity on existing router	Within 4 weeks	
Additional capacity on existing router, if capacity already available with JT	Within 1 week	

#### 2.7.2 Applicable penalties:

10% of the total amount payable for the service connection charge as agreed between JT and the Licensee per week of delay.

#### 2.7 *Delivery of National Data Traffic Collection Services*

[TBA]

### **3. AVAILABILITY OF INTERCONNECT LINKS**

3.1 Each Collocated Interconnect Link shall have a target availability percentage of 99.9%, which is the amount of time over one quarter during which the link is fully functional and available for the conveyance of traffic.

3.2 Performance on Collocated Interconnect Links shall be measured on a quarterly basis. If the level of availability over one quarter is found to be below the target, the Licensee will be entitled to a rental credit as follows:

Availability %:	Credit
99.9 to 99.5	2 days credit
99.49 to 99.00	4 days credit
98.99-97.50	6 days credit
97.49-92.0	8 days credit
Below 92.00	90 days credit

3.3 Each Customer Sited Interconnect Link shall have a target availability percentage of 99.7%, which is the amount of time over one quarter during which the link is fully functional and available for the conveyance of traffic.

3.4 Performance on Customer Sited Interconnect Links shall be measured on a quarterly basis. If the level of availability over one quarter is found to be below the target, the Licensee will be entitled to a rental credit as follows:

Availability %:	Credit
99.7 to 99.5	2 days credit
99.49 to 99.00	4 days credit
98.99-97.50	6 days credit
97.49-92.0	8 days credit
Below 92.00	90 days credit

#### **4. AVAILABILITY OF TRANSMISSION LINKS**

4.1 Each Transmission Link shall have a target availability percentage of 99.7%, which is the amount of time over one quarter during which the link is fully available.

4.2 Performance shall be measured on quarterly basis. If the level of availability over one quarter is found to be below the target, the Licensee will be entitled to a rental credit as follows:

Availability %:	Credit
99.7 to 99.5	2 days credit
99.49 to 99.00	4 days credit
98.99-97.50	6 days credit
97.49-92.0	8 days credit
Below 92.00	90 days credit

#### **5. AVAILABILITY OF SDH BANDWIDTH**

5.1 SDH Bandwidth shall have a target availability percentage of 99.9%, which is the amount of time over one quarter during which the capacity is fully available.

- 5.2 Performance shall be measured on quarterly basis. If the level of availability over one quarter is found to be below the target, the Licensee will be entitled to a rental credit as follows:

Availability %:	Credit
99.9 to 99.7	2 days credit
99.69 to 99.00	4 days credit
98.99 to 97.50	6 days credit
97.49 to 95.0	8 days credit
Below 95.00	90 days credit

## 6. AVAILABILITY OF INTERNATIONAL IP CAPACITY

- 6.1 JT guarantees that a network availability rate of 99.7% in any calendar month. The rate applies to JT controlled routers and IP backbone facilities. The unavailability will be measured from receipt of a fault report from the Licensee, subject to JT's acceptance of the fault, up to fault closure.
- 6.2 Performance shall be measured on monthly basis. If the level of availability over a month is found to be below the target, the Licensee will be entitled to a rental credit as follows:

Availability %:	Credit
99.7 to 99.5	2 days credit
99.49 to 99.00	4 days credit
98.99-97.50	6 days credit
97.49-92.0	8 days credit
Below 92.00	90 days credit

## 7. AVAILABILITY OF NATIONAL DATA TRAFFIC COLLECTION

[TBA]

## 8. QUALITY OF SERVICE (QOS) MEASURES

- 8.1 *General Statement*
- 8.1.1 This section details the Quality of Service measures which JT shall provide and expect from the Licensee.
- 8.2 *QoS for Transmission network (including SDH Network)*
- 8.2.1 BER on the transmission network should be BER  $<10^{-6}$
- 8.2.2 The target BER for an Interconnect path in service shall be BER  $< 10^{-8}$



8.3 *QoS for switching network*

8.3.1 Interconnect Links are dimensioned so that standard GoS for busy hour is no more than 0.1%, which constitute the target Grade of Service for any route, unless otherwise agreed between JT and the Licensee and documented in the Network Plan.

8.3.2 The standard ASR should be at least in accordance with the JT License Agreement.

8.4 *QoS for International IP Capacity*

8.4.1 JT guarantees a monthly packet loss rate within its network equal or inferior to 1% (one percent) on average for one hourly sample of one thousand (1,000) Cisco-type pings of sixty-four (64) bytes each, measured over a twenty-four (24) hours period.

8.4.2 The JT Internet backbone network provides an average round trip delay of less than or equals to 65 msec from the ISP's port interface on the JT Internet backbone network up to and including the last JT router hop. JT shall not be responsible for delay due to congestion on the ISP transmission link.

## 9. FAULT REPAIR

### 9.1 *Fault reporting*

- 9.1.1 The Licensee shall report a fault in accordance with the procedure described in Annex F (Operation and Maintenance).
- 9.1.2 In the event of failure to report a fault in accordance with the appropriate procedure, JT shall not be bound by the terms of this section, including the target response time, the target repair time and applicable penalties.
- 9.1.3 The Licensees shall co-operate in any investigation and follow up action required for the resolution of the fault.

### 9.2 *Response and Repair times*

- 9.2.1 Response and repair time are dependent on the nature of the fault (Service Affecting or Non-Service Affecting), on the time of reporting (during or outside working hours)
- 9.2.2 When a fault has been reported and both Licensees agree that the fault is Service Affecting in accordance with the terms of Annex F (Operation and Maintenance), JT shall address Service Affecting faults as priority
- 9.2.3 JT shall address reported faults (except for faults relating to SDH Bandwidth and International IP Capacity, which are addressed at 9.2.4 and 9.2.5 below) within the time scales detailed in the table below:

Type of fault	Time of notification*	Target Response Time	Target Repair Time
Service affecting fault	During office hours	Within 1 hour of receipt of notification	Within 8 hours of receipt of Fault Report, 12 hours in the event of damage to infrastructure, such as cable cut
	Outside office hours	Within 2 hours of receipt of notification	Within 8 hours of start of working day following receipt of Fault Report, 12 hours in the event of damage to infrastructure, such as cable cut

Non-service affecting fault	During office hours	Within 2 hours of receipt of notification	Within 48 hours of receipt of Fault Report
	Outside office hours	Within 3 hours of receipt of notification	Within 48 hours of start of working day following receipt of Fault Report

\* Office hours: 8am-4pm Sunday to Thursday (excluding public holidays)

9.2.4 Faults relating to SDH Bandwidth will be addressed by JT within the time scales detailed in the table below:

Type of fault	Time of notification*	Target Response Time	Target Repair Time
Service Affecting Fault	During office hours	Within 1 hour of receipt of notification	Within [6] hours of receipt of Fault Report, [12] hours in the event of damage to infrastructure, such as cable cut
	Outside office hours	Within [2] hours of receipt of notification	Within [6] hours of start of working day following receipt of Fault Report, [12] hours in the event of damage to infrastructure, such as cable cut
Non-service affecting fault	During office hours	Within [2]hours of receipt of notification	Within [24] hours of receipt of Fault Report
	Outside office hours	Within [3] hours of receipt of notification	Within [24] hours of start of working day following receipt of Fault Report

9.2.5 Faults relating to International IP Capacity will be addressed by JT within the time scales detailed in the table below:

Type of fault	Time of notification*	Target Response Time	Target Repair Time
Service Affecting Fault	During office hours	Within 1 hour of receipt of notification	Within 3 hours of receipt of Fault Report
	Outside office hours	Within 3 hours of receipt of notification	Within 3 hours of start of working day following receipt of Fault Report
Non-service affecting fault	During office hours	Within 2 hours of receipt of notification	Within 48 hours of receipt of Fault Report
	Outside office hours	Within 4 hours of receipt of notification	Within 48 hours of start of working day following receipt of Fault Report

\* Office hours: 8am-4pm Sunday to Thursday (excluding public holidays)

### 9.3 *Applicable penalties*

9.3.1 In the event of failure to address a Service Affecting fault within the target repair time, JT shall credit the Licensee with the service rental for the days or part thereof to the resolution of the fault, up to a maximum 30 (thirty) days rental.

9.3.2 The resolution of Non-Service Affecting faults outside the target repair time shall not give rise to any penalty payments.