



# **Wholesale Leased Circuits Services Agreement**

## **Legal Framework**

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<b>ISSUE STATUS</b>	<b>AUTHOR</b>
Issue 1, Oct 2002	Sure Regulatory Office
Issue 2, 16 Feb 2003	Sure Regulatory Office
19 June 2003	Sure Regulatory Office – Price correction 1024 Kbit connection charge
Issue 3	Sure Regulatory Office - Price Changes
Issue 4	Sure Regulatory Office - Changes to Schedule 2 and 3
Issue 5	Amendments agreed by Industry Working Group
Issue 6	Minor amendments

<b>ISSUE STATUS</b>	<b>AUTHOR</b>
Issue 7	Amendments following OUR review of Sure's wholesale business
Issue 8, October 2014	Updated contact details, formal names and addresses

**THIS AGREEMENT ("Agreement")** is made on the ..... day of ..... 20XX

**BETWEEN:**

(1) Sure (Guernsey) Limited, a limited company duly incorporated and existing under the laws of Guernsey, whose registered number is 38694 and registered office is at Centenary House, La Vrangue, St. Peter Port, Guernsey, GY1 2EY ("**Sure**"); and

(2) [ ] a company limited by shares incorporated under the laws of Guernsey under number [ ], having its registered office at [ ] ("**Telco**").

**WHEREAS:**

(A) Sure is licensed to establish, maintain and operate a telecommunications network and provide telecommunications services in, to and from the Bailiwick of Guernsey.

(B) Sure is a supplier of Leased Circuit Services (hereinafter defined) on a wholesale basis.

(C) Sure will supply certain Leased Circuit Services to Telco and Telco will integrate such Leased Circuit Services in its own services.

**NOW IT IS HEREBY AGREED** as follows:

**1. Definitions and interpretation**

1.1 This Agreement and its Schedules will be interpreted in accordance with the definitions and interpretation rules set out in Schedule 1.

1.2 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement shall include the Schedules and the Annexes to the Schedules.

1.3 In this document, a reference to a "Clause" shall be a reference to a clause in the main body of this Agreement and a reference to a "section" shall be a reference to a section of the SLA.

1.4 In the event of an inconsistency between the main body of this Agreement and the Schedules of Annexes, the following order of precedence shall apply:

1.4.1 main body of the Agreement;

1.4.2 the Schedules; and

1.4.3 the Annexes to the Schedules.

## **2. Forecasts**

2.1 Telco will provide forecasts on an exception basis. That is, Sure will ensure there is 20% available capacity to each site that has been notified to Sure by Telco as being one of its main locations of business. Where Telco identifies that the available capacity will not be sufficient to enable Telco to meet customer requirements in the next 6 months it will provide a forecast to Sure.

2.2 The forecast will include as a minimum: Telco main sites, total bandwidth required and preferred ready for service dates.

2.3 If Telco becomes aware that its requirement for Ordered Leased Circuit Services set out in its most recent forecast no longer corresponds to its anticipated requirements, it shall notify Sure of the appropriate revision to its forecast.

2.4 Sure will not provision any additional capacity in reaction to the Telco forecast unless the Telco provides a firm order or gives a binding commitment that it will pay Sure in accordance with the process set out in Schedule 3 for Ordered Leased Circuit Services.

## **3. Ordering**

3.1 Only Telco and its authorised agents may place orders for Leased Circuit Services under this Agreement.

3.2 Telco may at any time and from time to time deliver to Sure Orders for Leased Circuit Services.

3.3 The ordering process is set out in the SLA (Schedule 4) and the Annexes thereto.

3.4 Within 5 Business Days of receipt of an Order by email from Telco, Sure shall either:

3.4.1 confirm a Ready for Service Date (RFS) to Telco (if it is possible to do so); or

3.4.2 inform Telco when Sure will be able to provide a RFS to Telco.

If Sure is unable to provide either a RFS date or meet its obligations in Clause 3.4.2, it will provide Telco with written reasons for such inability.

3.5 If, after delivering an Order for Leased Circuit Services, Telco withdraws or cancels that Order, Sure shall be entitled to recover from Telco the Penalty Payment, set out in 3.4.3 of Schedule 4, appropriate for such Ordered Leased Circuit Services.

#### **4. Provision of ordered leased circuit services**

4.1 This Agreement shall govern the provision of the Ordered Leased Circuit Services during the term of this Agreement. Sure may include additional Leased Circuit Services in Schedules 2 & 3 from time to time, and will provide Telco with at least 30 days' notice of the inclusion of any such additional Leased Circuit Services. Sure may remove a Leased Circuit Service from Schedules 2 & 3, following the provision of at least three months' notice of such removal to Telco. In this event, Sure shall have the right to withdraw the corresponding Ordered Leased Circuit Services (if relevant) from the Telco upon the expiry of such notice.

4.2 Sure shall deliver and perform the Ordered Leased Circuit Services required by Telco in accordance with the terms of any relevant Order accepted by Sure and with the SLA (Schedule 4).

4.3 Sure shall provide the Ordered Leased Circuit Services to Telco:

4.3.1 using the reasonable care and skill of a competent telecommunications operator; and

4.3.2 in compliance with the service levels set out in the SLA (Schedule 4).

4.3.3 in compliance with applicable legislative and regulatory requirements; and

4.3.4 ensuring that such provision is not in breach of any agreements with a third party.

#### **5. Use of ordered leased circuit services**

5.1 Telco shall not use, and shall procure that in its agreements with Telco Customers for the provision of its services such customers shall undertake not to use, services provided through the use of Ordered Leased Circuit Services:

5.1.1 in a way that does not comply with the terms of any regulatory or other legal requirement of a competent regulatory body in Guernsey or the United Kingdom; or

5.1.2 in connection with (without prejudice to the generality of Clause 5.1.2) the carrying out of a fraud or criminal or any other illegal activity.

5.2 Telco shall ensure that:

5.2.1 only telecommunications equipment that is approved and complies with all relevant legislation, standards, licences and other regulatory measures is used with Ordered Leased Circuit Services provided by Sure;

5.2.2 it complies with this Agreement and all reasonable instructions from Sure relating to the use of the Sure telecommunications network;



5.2.3 it procures access to all necessary sites for Sure authorised personnel, at mutually agreeable times, in relation to the provision of Ordered Leased Circuit Services. Sure will meet Telco's, and Telco Customers', reasonable requirements relating to safety on either or both of Telco's or such customer's premises. Failure to procure access may result in a delay to the RFS Data; and

5.2.4 it uses all reasonable endeavours to procure that Sure has the authority to carry out Works to provide Telco with the Ordered Leased Circuit Services at any of the Telco's, or Telco Customers', premises.

5.3 Without prejudice to any of its other rights under this Agreement Sure may give Telco written notice and immediately suspend the service, if:

5.3.1 it is used in a manner that materially harms the integrity, security or interoperability of Sure's telecommunications network; or

5.3.2 is used with equipment that is not approved for connection to our telecommunications network.

## **6. Service suspension**

6.1 Subject to Clause 6.2, Sure may suspend the provision of the Ordered Leased Circuit Services or any part thereof if and to the extent that:

6.1.1 Sure is obliged to comply with an order, instruction or request of a court, government, agency, emergency service organisation or other competent administrative or regulatory authority;

6.1.2 without prejudice to the Sure right to terminate this Agreement under clause 9.1, Sure has reasonable grounds to believe that the Ordered Leased Circuit Services are being used fraudulently or illegally; or

6.1.3 Telco has breached a condition imposed under Clause 8.2.

6.2 Sure shall give Telco as much notice of a suspension under Clause 6.1 as is reasonably practicable in all circumstances and shall re-establish provision of the Ordered Leased Circuit Services as soon as is reasonably practicable.

6.3 Sure may, on reasonable notice, temporarily suspend the Ordered Leased Circuit Services for Scheduled Maintenance or Emergency Maintenance, in accordance with the SLA.

6.4 On receipt of a written request from Telco, Sure shall withdraw provision of the Ordered Leased Circuit Services from those locations or those of Telco Customers specified in such request. Telco shall bear sole responsibility for ensuring that such withdrawal is permitted under any agreement it has entered into with a Telco Customer and under the terms of any legislation or authorisation of either Party. In the event that any such Ordered Leased Circuit Services are withdrawn, Telco shall indemnify and shall keep Sure indemnified against all claims, liabilities, costs, losses and expenses which may be made or asserted by any affected Telco Customer as a result of such withdrawal.

## **7. Charges**

7.1 Telco shall pay the Charges for the Ordered Leased Circuit Services in accordance with this Clause 7. An updated version of Schedule 3 shall be published on the relevant Wholesale page of the Sure website each and every time there is a change of price or service. Telco will also be notified by email of any change in price(s).

7.2 Charges that are Non-Recurring Charges shall accrue from the date Sure confirms the circuit is open for Service in accordance with Section 3.3.4 in Schedule 4 and shall be invoiced by Sure within one month of that accrual date.

7.3 The Recurring Charges for the Ordered Leased Circuit Services shall accrue from the date Sure confirms the circuit is open for Service in accordance with Section 3.3.4 in Schedule 4 and shall be invoiced by Sure monthly in advance or at such other intervals as the Parties agree.

7.4 Unless otherwise agreed by the Parties, all invoices delivered by Sure to Telco shall include the information and be in the format as set out in the SLA.

7.5 Sure may charge interest on any overdue invoices payable under this Agreement from the Due Date until payment (whether before or after judgement) at the rate of 2 percent per annum, above the base lending rate from time to time prevailing in England of National Westminster Bank Plc.

7.6 If Telco disputes any invoice, the provisions of Clause 22 shall apply to the dispute. The part of any invoice under dispute that is not disputed remains payable by the Due Date. On resolution of any such dispute, Clause 7.5 shall apply to the disputed portion of the invoice that remains payable.

7.7 All sums due to Sure under this Agreement unless otherwise stated, are exclusive of value added tax ("VAT") or any other applicable sales tax. Any VAT or sales tax payable will be set out in each invoice and will be paid to Sure by Telco at the same time that Telco pays the Charges.

7.8 Sure will bill Telco in pounds sterling.

7.9 Subject to clause 7.10 below, Sure will, on a quarterly basis, deduct from the invoice total the amount of Service Credit owed to Telco for the previous quarter.

7.10 Sure will not deduct any Service Credit from the quarterly invoice total in the event that Sure fails to meet the Service Levels if such failure is caused by:

7.10.1 the fault or negligence of Telco or any Telco Customer;

7.10.2 Telco failing to comply with the terms and conditions of this Agreement;

7.10.3 a fault in, or any other problem associated with the equipment connected on Telco's or Telco Customer's side of the Network Interface Unit;

7.10.4 Force Majeure; or

7.10.5 any failure by Telco or any Telco Customer to give Sure access to any equipment, site or premises after a reasonable request by Sure to do so.

7.11 Subject to clause 7.6 above all amounts due under this Agreement shall be paid in full without any deduction or withholding other than as required by law. Telco shall not be entitled to assert any credit, set-off or counterclaim against Sure in order to justify withholding payment of any such amount in whole or in part.

## **8. Credit status**

8.1 Telco shall assist Sure in assessing its (Telco) credit status. Without limitation, this shall include providing Sure and/or its credit assessors and/or insurers with such financial information and credit references as are necessary to assess its credit status, and as Telco in its sole discretion agrees to disclose.

8.2 Sure, acting reasonably and with regard to objectively justifiable criteria, may determine whether to accept Orders from Telco subject to one or more of the following conditions:

8.2.1 the imposition of a credit limit;

8.2.2 the provision of a bank guarantee in respect of Telco's obligations;

8.2.3 the payment of a deposit or deposits; and/or

8.2.4 the provision of a parent company guarantee in respect of Telco's obligations.

8.3 If Sure imposes one or more of the conditions referred to in Clause 8.2, and Telco breaches such condition or conditions, Sure may:

8.3.1 decline to take Orders from Telco; and/or

8.3.2 suspend the provision of Ordered Leased Circuit Services if Sure has given Telco written notice of such breach, and Telco has failed to cure the breach within fifteen (15) Business Days.

## **9. Term and termination**

9.1 Subject to Clause 9.2, this Agreement shall take effect from the date of execution and shall continue for twelve months for all Leased Circuit Services unless terminated earlier by either Party in accordance with this Clause 9 or by Sure in the event that Telco breaches its obligations set out in Clause 5.1 in which case Sure may terminate this Agreement, or any Ordered Leased Circuit Service provided hereunder or any part thereof, with immediate effect without giving notice to Telco.

9.2 At the end of the period specified in Clause 9.1, this Agreement shall continue subject to termination by either Party upon giving at least three (3) months' written notice to the other Party.

9.3 Each Ordered Leased Circuit Service shall continue for the period specified in Clause 9.1, commencing on the relevant Acceptance Date, as specified in section 3.3.4 of Schedule 4. Thereafter, the relevant Ordered Leased Circuit Service shall continue subject to termination by Sure of the relevant Ordered Leased Circuit Service or part thereof upon giving Telco no less than three months' written notice, or termination by Telco of the relevant Ordered Leased Circuit Service or part thereof upon giving no less than 30 days written notice to Sure. If Telco terminates an Ordered Leased Circuit Service during the Initial Term of service Telco shall be liable for any outstanding charges at the rate in force at the time. Outstanding rental charges shall not be payable if:

9.3.1 the Service is replaced with another Service from Sure that Sure deems to be comparable; or

9.3.2 Sure materially changes the rental charge or terms and conditions of this Agreement to Telco detriment.

9.4 Either Party may terminate this Agreement by notice to the other Party, such notice to take effect forthwith:

9.4.1 if either Party has committed a material breach of this Agreement which is incapable of remedy provided such notice is served within one (1) month of the date of the breach first coming to the attention of either Party;

9.4.2 if either Party's Licence is revoked for whatever reason and is not immediately replaced by another Licence authorising the provision of the telecommunications service or telecommunications network or the provision of the Leased Circuit Services as appropriate;

9.4.3 if either Party has committed a material breach which is capable of remedy but which it fails to remedy within thirty (30) days of having been notified of such breach;

9.4.4 if either Party fails generally to pay its debts when they become due, or is deemed unable to pay its debts under all relevant legislation, or any creditor of such Party becomes entitled to declare any debt due and payable prior to its stated maturity, or any mortgage, charge, licence or other security interest which may for the time being affect any of its assets becomes enforceable.

9.4.5 if any meeting is convened for the purpose of considering a resolution, or any petition is presented or any other steps taken, for the purpose of making an administration order against, or for the winding-up or dissolution of, either Party, or any similar action or steps are taken in relation to the other Party in the relevant jurisdiction, and such action or step is not withdrawn within 30 days;

9.4.6 if any third party enjoying security rights over all or a substantial part of the undertaking or assets of the defaulting Party, takes possession of, such assets or a substantial part of such undertaking, or any administrator, administrative or other receiver or trustee or similar officer is appointed or any steps are taken to do the same; and

9.4.7 in the circumstances specified in Clause 14.4.

9.5 The termination or expiry of this Agreement shall be without prejudice to:

9.5.1 the rights and liabilities of either Party accruing up to such date; and

9.5.2 the continuation in force of Clauses 11, 16, 17 and 23.

## **10. Migration assistance**

10.1 On notice of termination being given by either Party under Clause 9, Sure shall use its reasonable endeavours, in co-operation with Telco, to effect a seamless transition of the Ordered Leased Circuit Services to such other one or more telecommunications service suppliers as Telco or the Telco Customer (if terminated by notice from Sure as provided for in Clause 9.4.1) affected may nominate.

10.2 The migration assistance provided in accordance with Clause 10.1 shall be provided at Telco's cost save that Telco shall be liable to make payment only of Sure reasonable, documented costs of providing such migration assistance.

## **11. Data protection**

11.1 Each of the Parties warrants to the other Party that it has and does, and undertakes that it will, comply with all applicable data protection legislation including, without limitation, the Data Protection (Bailiwick of Guernsey) Law 2001.

11.2 Each Party shall:

11.2.1 ensure that in relation to Personal Data provided by a Party adequate security is provided, at least to the standards set out in the applicable data protection legislation;

11.2.2 not damage, alter, disclose, lose or destroy any Personal Data held by a Party in respect of which that Party or any of its affiliates is data controller (as appropriate) for any reason except for the extent specifically instructed to do so in writing by the Party providing the Personal Data; and

11.2.3 not use any such Personal Data for any purpose other than one, which has specifically been authorised, in writing, by the Party providing such Personal Data.

11.3 Each Party shall at all times comply with the relevant laws and regulations in relation to safeguarding Personal Data and shall comply with all reasonable requests of the other Party with regard to ensuring that the procedures operated by it and its affiliates do comply with their respective obligations from time to time (including without limitation with regard to collecting, holding, updating, using, disclosing and transferring Personal Data (imposed by such laws and regulations)).

11.4 Each Party shall indemnify the other and shall keep it indemnified against all liabilities, claims, demands, damages, costs and expenses arising directly or indirectly out of or in connection with any claims made in respect of Personal Data subject to all data protection legislation for such claims which arise out of, or are connected with any act or omission or negligence on the part of such Party and its affiliates.

## **12. Severability**

If any provision of this Agreement, including in particular any limitation of liability or exclusion of implied terms, is held by a court or any governmental agency or authority to be invalid, void, or unenforceable, the remainder of this Agreement shall nevertheless remain legal, valid, and enforceable.

## **13. Variation**

This Agreement shall be modified only by the written agreement of both Parties, signed by their duly authorised representatives.

#### **14. Force majeure**

14.1 Notwithstanding anything herein to the contrary but subject to compliance by the affected Party with clauses 14.2 and 14.3, neither Party shall be liable for any delay or failure in performance of all or any part of this Agreement to the extent that such delay or failure is attributable to a Force Majeure Event.

14.2 A Party affected by a Force Majeure Event shall:

14.2.1 notify the other Party as soon as reasonably practicable upon becoming aware of the same, such notice to include details of the Force Majeure Event in question and its estimated duration; and

14.2.2 seek to mitigate the effects of the Force Majeure Event.

14.3 The affected Party shall notify the other Party as soon as reasonably practicable on becoming aware of the cessation or termination of the Force Majeure Event and shall resume the performance of those obligations suspended by such Force Majeure Event forthwith.

14.4 In the event that a Force Majeure Event shall continue for a period of ninety (90) days or more the Party not so affected by such Force Majeure Event may terminate this Agreement by notice to the affected Party, such notice to take effect forthwith.

#### **15. Intellectual property**

15.1 Nothing in this Agreement entitles either Party to use, and neither Party shall use or permit anyone else to use any name, logo or trademark or other intellectual property rights of the other Party or its suppliers without the other Party's written consent.

15.2 Without prejudice to Clause 15.1, any and all patents, registered and unregistered designs, copyrights, trademarks and all other intellectual property rights whatsoever and wheresoever enforceable, which are used in connection with or ancillary to the Ordered Leased Circuit Services, shall remain the sole property of the Party owning such rights.

#### **16. Liability and indemnity**

16.1 Subject to Clause 16.5, but otherwise notwithstanding anything else in this Agreement, each Party's liability to the other in contract, tort (including negligence or breach of statutory duty) or otherwise arising in connection with this Agreement, save in respect of any liability arising pursuant to the payment obligations set out in Clause 7, shall be limited to:

16.1.1 a maximum of £800,000 in respect of a single event or series of events attributable to a common cause; and

16.1.2 notwithstanding Clause 16.1.1, a maximum of £800,000 in aggregate in any twelve month period.

16.2 Subject to Clause 16.5, but otherwise notwithstanding anything else in this Agreement, neither Party shall in any event be liable to the other in contract, tort (including negligence) or for breach of statutory duty or in any other way for any indirect or consequential losses or for any loss of goodwill or reputation, loss of revenues, profits, contracts, business or anticipated savings.

16.3 It is a condition of any indemnity granted by either Party in this Agreement that the indemnified Party shall:

16.3.1 notify the indemnifying Party in writing of any alleged infringement; and

16.3.2 make no admission nor enter into any settlement or compromise of any such claim without the indemnifying Party's prior written consent; and

16.3.3 permit the indemnifying Party to conduct all negotiations and proceedings with respect to the liability, claim or demand; and

16.3.4 provide all reasonable assistance to the indemnifying Party; and

16.3.5 in any case involving infringement or alleged infringement of another person's intellectual property rights with respect to equipment or software, permit the indemnifying Party, at its own discretion, to modify or replace the affected equipment or software to avoid the infringement provided always that such modification or replacement shall not have any adverse impact upon the cost or quality of the Leased Circuit Services; and

16.3.6 notwithstanding the indemnity, take all reasonable steps to mitigate the loss it may suffer as a consequence of the circumstances giving rise to exercise of the indemnity.

16.4 For the avoidance of doubt, neither Party shall be liable in respect of any indemnity or warranty claim or in respect of any other claim for breach of any other obligation if and to the extent that the loss occasioned thereby has been recovered under the same or any other indemnity, warranty or other claim for breach.

16.5 Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall serve to limit either Party's liability in respect of death or personal injury caused by or arising from that Party's negligence or for liability arising out of or in connection with that Party's fraud or fraudulent misrepresentation.

## **17. Confidentiality and non-association**

17.1 The terms and conditions of this Agreement constitute confidential information of the Parties. All non-public information provided by either Party to the other Party relating to its customers, business strategies, marketing plans, technology, finances, the Leased Circuit Services and personnel shall also constitute confidential information if it is clearly identified as such at the time of disclosure.

17.2 Except as may be required to be disclosed by law or court order, and subject to the exclusions set out below, all Confidential Information provided by one party ("Disclosing Party") to the other ("Recipient Party") under this Agreement shall be maintained in confidence and shall not be disclosed by the Recipient Party to third parties, except to the extent necessary to enable the Recipient Party to fulfil its obligations under this Agreement or any part thereof, and shall not be used by the Recipient Party other than for the purposes of performing its obligations under this Agreement.

17.3 Each Party shall exercise the same level of care as it uses with respect to its own confidential information of similar sensitivity (but in no event less than a reasonable degree of care) to avoid any unauthorised disclosure to, or access by, any third party other than the accountants, legal advisors, employees, agents, and representatives of the Recipient Party and any person employed or engaged by the Recipient Party in connection with the proper performance of this Agreement who have a need to know the information for purposes of this Agreement and who have obligations of confidentiality with respect to the Confidential Information received hereunder commensurate with the obligations set forth in this Clause 17.

17.4 Except as required by any applicable legislation to other legal or regulatory requirement, no announcement or circular or disclosure in connection with the existence or subject matter of this Agreement shall be made or issued by or on behalf of a Party without the prior written approval of the other Party (such approval not to be unreasonably withheld or delayed), provided that either Party may make such disclosures of Confidential Information as are necessary to allow it to exercise any rights or legitimate interests, or pursue any remedies, that it may have under or in connection with any relevant regulatory regime.

17.5 Where any announcement or disclosure is made in reliance on the exception to sub-clause 17.4, the Party making the announcement or disclosure shall use its reasonable endeavours to consult with the other Party in advance as to the form, content and timing of such announcement or disclosure.



**18. Assignment**

Neither Party shall without the prior written consent of the other Party (such consent not to be unreasonably conditioned, withheld or delayed) transfer or assign, or purport to do any of the same, or sub-contract any or all of its obligations under this Agreement. Each party is entering into this Agreement as principal not agent, and may not enforce any of its rights under or in connection with this Agreement for the benefit of any other person. Any purported assignment in breach of this Clause 18 shall confer no rights on the purported assignee.

**19. No waiver**

Failure by either Party to exercise or enforce or any delay on the part of either Party to exercise or enforce any right or benefit conferred by this Agreement shall not be deemed to be a waiver of any such right or benefit nor operate so as to bar the exercise or enforcement thereof or of any other right or benefit on any later occasion.

**20. Notices**

20.1 Save where otherwise specified, any notice or other communication given or made under this Agreement shall be in writing and may be served by hand delivering it or sending it by prepaid recorded or special delivery post to the address and for the attention of the relevant party set out in Clause 20.2. (or as otherwise notified by that Party hereunder). Any such notice shall be deemed to have been received:

20.1.1 if hand delivered or sent by prepaid recorded or special delivery post or prepaid international recorded airmail, at the time of delivery;

20.2 The addresses of the Parties of the purposes of Clause 20.1 are:

**For Telco:**

[.....]

**For Sure:**

Sure (Guernsey) Limited  
Centenary House, La Vrangue, St Peter Port, Guernsey GY1 2EY

or such other postal address as may be notified in writing from time to time by the relevant party to the other Party. Any such change to the place of service shall take effect five (5) Business Days after notice of the change is received or (if later) on the date (if any) specified in the notice as the date on which the change is to take place.

20.3 In proving such service it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant Party set out in Clause 20.2 (or as otherwise notified by that Party hereunder) and delivered either to that address or into the custody of the postal authorities as a prepaid recorded or special delivery.

## **21. Entire agreement**

21.1 This Agreement, and the documents referred to in it (including for the avoidance of doubt all references to website pages and documents contained therein), constitute the entire agreement and understanding of the Parties and supersede any previous agreement between the Parties relating to the subject matter of this Agreement.

21.2 Each of the Parties acknowledges and agrees that in entering into this Agreement, and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether a Party or not) other than as expressly set out in this Agreement as a warranty and all warranties, representations (other than fraudulent misrepresentations) or agreements, with respect to the provision of the Leased Circuit Services or otherwise, whether oral or in writing and whether express or implied, either by operation of law, statutory or otherwise, are hereby expressly excluded to the maximum extent permitted by law.

## **22. Dispute resolution**

22.1 The Parties shall use their reasonable endeavours to negotiate in good faith and settle amicably any dispute that may arise out of or relate to this Agreement (or its construction, validity or termination). Either Party may, by giving the other a notice in writing, declare the dispute to be a formal dispute that should be dealt with under Clauses 22.2 to 22.4 of this Agreement (a "Dispute").

22.2 If a Dispute cannot be settled through negotiations between appropriate representatives of each of the Parties within 3 months, either Party may give to the other a notice in writing (a "Dispute Notice") that the Dispute should be escalated. Within five (5) days of the Dispute Notice being given the Parties shall each refer the Dispute to the senior representatives nominated by the managing director (or equivalent) of each Party who shall meet in order to attempt to resolve the Dispute. If the Dispute is not settled by agreement in writing between the Parties within 14 days of the Dispute Notice it shall be resolved by an expert pursuant to Clause 22.3.

22.3 Any Dispute with respect to any matter which is referred to an expert shall be referred to a person agreed between the Parties, and, in default of agreement within seven days of a notice from either Party to the other calling upon the other so to agree, to a person chosen on the application of either Party by the Chairman for the time being of the Centre for Effective Dispute Resolution.

22.3.1 Such person:

22.3.1.1 shall act as an expert and not as an arbitrator;

22.3.1.2 shall decide on the procedure to be followed in the determination (provided that, in any event, he shall give both Parties a full opportunity to make such representations as they may reasonably require) and be required to deliver his determination in writing to the parties as soon as reasonably practicable.

22.3.2 The expert's written decision on matters referred to him shall be final and binding in the absence of manifest error or fraud. The costs of such expert shall be in the expert's discretion. In default of a determination by the expert on costs they shall be borne equally by the Parties. Each Party shall provide to the expert all information reasonably requested by him to aid his determination of the Dispute.

22.4 All negotiations connected with a Dispute pursuant to Clause 22.2 or 22.3 will be conducted in complete confidence, and the Parties undertake not to disclose details of such negotiations except to their professional advisers who have been advised of such confidentiality. All negotiations will be without prejudice to the rights of the Parties in any future proceedings. For the purpose of this Clause "negotiations" shall include the decision of the expert.

## **23. Governing law**

This Agreement shall be governed and construed in accordance with the laws of Guernsey, and the Parties irrevocably agree to submit to the exclusive jurisdiction of the Courts of Guernsey.

## **24. Miscellaneous**

24.1 Nothing in this Agreement shall create a partnership or joint venture between the Parties or is to be construed as appointing either Party as the agent of the other.

24.2 This Agreement shall not create any third party beneficiaries, and Telco Customers shall not have any rights against Sure.

### **EXECUTED:**

SIGNED for and on behalf of **Sure (Guernsey) Limited**

Signature: .....

Print Name: .....

Dated: .....

SIGNED for and on behalf of **[Telco]**

Signature: .....

Print Name: .....

Dated: .....

## SCHEDULE 1

### Interpretation

1.1 Unless the context otherwise requires, the following terms shall have the respective meanings:

<b>Affected Circuit(s)</b>	means (a) Leased Circuit(s) affected by a Fault, such Leased Circuit(s) being identified by the Sure Circuit Identification.
<b>Availability</b>	means the availability of Leased Circuit Services on a given Leased Circuit as measured in accordance with section 3.10 of Schedule 4.
<b>Average Provisioning Interval</b>	means the average number of Business Days between the Order Date and the RFS Date for all Leased Circuits installed during a Quarter.
<b>Bandwidth</b>	means the bandwidth of a given circuit/the circuit speed of a circuit (in Bits per second), which is ordered by Telco from Sure.
<b>Billing End Date</b>	means the date of the Cessation Date.
<b>Bit Error Ratio (BER)</b>	means the percentage of received bits in error, compared to the total number of bits received on a given Leased Circuit, as further described in the ITU-T.
<b>Bringing into Service (BIS)</b>	means the testing carried out by Sure before Hand Over of the Leased Circuit in accordance with section 3.3.4 of the SLA.
<b>Business Day</b>	means everyday excluding Saturdays, Sundays and national or bank holidays in Guernsey, as applicable.
<b>Cancellation</b>	means the cancellation by Telco of an Order.
<b>Sure Billing Start Date</b>	means the date from which Sure can start invoicing Telco as set out in section 3.3.4.
<b>Sure Circuit Identification (ID)</b>	means a unique number assigned to the Circuit by Sure.
<b>Sure Service OrderNumber</b>	means the specific order number assigned by Sure.
<b>Cessation</b>	means the end-to-end process for Cancellation or Disconnection.
<b>Charges</b>	means the charges payable by Telco to Sure for the Ordered Leased Circuit Services, specified in Schedule 3 and which shall include the Recurring Charges and the Non-Recurring Charges.
<b>Confidential Information</b>	means confidential information as described in clause 17.
<b>Customer Not ReadyEvent (CNR Event)</b>	means a verifiable situation beyond the control of Sure that prevents Sure from completing an Order in accordance with the SLA, but does not include an event of Force Majeure.
<b>Customer Premises Equipment (CPE)</b>	means any device installed or to be installed at the Telco's Customer's premises.

<b>Disconnection</b>	means the disconnection of a Leased Circuit after Hand Over
<b>Due Date</b>	means 30 days after the date of the invoice
<b>Emergency Maintenance</b>	means unforeseen emergency work required to be urgently undertaken in the network by Sure to prevent a major disruption to the Ordered Leased Circuit Services.
<b>Error Seconds (ES) and Severely Error Seconds (SES)</b>	have the meanings given in ITU-T.
<b>Fault</b>	means a generic term for any Leased Circuit-related incident, as described in section 3.8.
<b>Fault Description</b>	means a comprehensive description of a Fault.
<b>Fault Rate</b>	means the number of Faults resolved during a Quarter divided by the total number of "in service" Leased Circuits at the end of that Quarter and then multiplied by 4 to obtain an annual figure.
<b>Fault Reported to Sure</b>	means a Fault reported by Telco to Sure in accordance with section 3.8.
<b>Fault Restoration Reported</b>	means the date and time when Sure notifies Telco of Fault restoration in accordance with section 3.8.3 of the SLA.
<b>Firm Order Confirmation(FOC)</b>	means the Sure response to a Telco Order, Order Cease or Order to Change, confirming the delivery conditions, and providing Telco with a RFS Date or committed Cessation Date, as the case requires.
<b>Force Majeure</b>	means any cause or matter beyond a Party's reasonable control materially adversely affecting the performance by that Party of its obligations hereunder including by not limited to fire, lightning, exceptionally severe weather, flood, explosion, accident, war, terrorist attack, civil disorder, embargo, governmental requirement, acts of Government or other competent authorities, Acts of God, inability to secure materials or services, industrial disputes (other than industrial disputes by or of the affected Party's employees).
<b>Hand Over</b>	means the notification to Telco by Sure of successful BIS testing in relation to a Leased Circuit, including the successful BIS test report, as set out in section 3.3.4 of the SLA.
<b>ITU-T</b>	means the International Telecommunication Union – Telecommunication Standard as amended from time to time.
<b>LanLink</b>	is the product name applied to the Sure Digital Leased Circuit Service used to connect 2 local LAN's using Ethernet technology.
<b>Leased Circuit</b>	means the circuit between the Telco network Demarcation Point and the Sure Demarcation Point (this includes Sure's equipment at the point of interconnection), such terms being defined in section 1.2 of the SLA.
<b>Leased Circuit Services</b>	means the services described in Schedule 2 and which shall, for the avoidance of doubt, include the Ordered Leased Circuit Services as may be applicable in the context of the relevant provision of this Agreement.

<b>Managed</b>	means that the Leased Circuit Service is provided through the Sure Guernsey core network and may be monitored, with some alarm conditions being highlighted by the exchange.
<b>Mean Time To Repair(MTTR)</b>	means the average Time of Repair measured over a given time frame.
<b>Megaline</b>	is the product name applied to Sure 2 Mbit/s and above digital Leased Circuit Services using SDH technology.
<b>Network Interface Unit</b>	means the indoor unit on which Sure terminates the Leased Circuit Services.
<b>Non Standard Order</b>	means an Order containing requests for 10 or more Leased Circuits.
<b>New Installation Fault Report Rate</b>	means the rate of Fault reports on new Leased Circuits within the first 30 calendar days after the RFS Date.
<b>Non-Recurring Charges</b>	means the non-recurring charge for the Ordered Leased Circuit Services as set out in Schedule 3.
<b>Order</b>	means an order for the required Leased Circuit Services in the form set out in Schedule 4 and which includes the information set out in sections 3.3.2 of the SLA.
<b>Order Acknowledgement Date</b>	means the actual date when Sure acknowledges receipt of an Order, indicating whether or not the Order is a Valid Order and, if the Order is not a Valid Order, giving reasons for the invalidity.
<b>Order Acknowledgement Interval</b>	means the number of Business Days between the date on which an Order is sent to Sure and the Order Acknowledgement Date.
<b>Ordered Leased Circuit Services</b>	means those Leased Circuit Services for which an Order has been received from Telco in accordance with Schedule 4 and accepted by Sure in accordance with this Agreement
<b>Order Date</b>	means the date a Valid Order is sent to Sure by Telco by email as evidenced by the received receipt.
<b>Order to Cease</b>	means a request to cancel an Order or to disconnect a Leased Circuit, and which includes the information set out in sections 3.4.1 and 3.5.1 of the SLA.
<b>Order to Cease Date</b>	means the date when an Order to Cease is sent to Sure by Telco.
<b>Order to Change</b>	means a request to change the configuration of the Ordered Leased Circuit Services, which must include the information set out in section 3.6.2 of the SLA.
<b>Outage</b>	means a Priority 1 Fault, which is whenever the Leased Circuit is unavailable except for Scheduled Maintenance.
<b>Party</b>	means a party to this Agreement.
<b>Personal Data</b>	means any information provided by either Party to the other Party under this Agreement relating to an identifiable natural person, as determined by the Data Protection (Bailiwick of Guernsey) Law, 2001.

<b>POP</b>	means point of presence.
<b>Provisioning Interval</b>	means the number of Business Days between the Order Date and the RFS Date for a given Leased Circuit.
<b>Ready for Service Date (RFS)</b>	means the date of installation of the Circuit by Sure which will be the date of Hand Over, or such late date as determined by section 3.3.4 of the SLA.
<b>Reason for Fault</b>	means the description of the cause of the Fault.
<b>Recurring Charges</b>	means the recurring charges for the Ordered Leased Circuit Services, as set out in Schedule 3.
<b>Repeat Fault Report Rate</b>	means the rate of reoccurrence of Faults on a particular Leased Circuit within a given time frame.
<b>Requested Cessation Date(RCD)</b>	means the date requested by Telco as the Cancellation or Disconnection date.
<b>RFO</b>	means a reason for outage report, sent by Sure to Telco in accordance with section 3.8.3(c) of the SLA.
<b>Scheduled Maintenance</b>	means network maintenance that has been agreed in advance with Telco in accordance with section 3.9 of the SLA.
<b>Service Credit</b>	means the amount payable by Sure in accordance with section 4 of Schedule 4, to compensate Telco for Sure's failure to meet the Service Levels.
<b>Service Level Agreement(SLA)</b>	means the provisions set out in Schedule 4.
<b>Service Levels</b>	means the service levels set out in Schedule 4.
<b>Standard Order</b>	means an Order containing requests for fewer than 10 Circuits.
<b>Target Time to Repair (TTR)</b>	means the time for restoration of Faults, as set out in 3.8.6 of the SLA.
<b>Telco Circuit Identification(ID)</b>	means the unique number assigned by Telco to each single Leased Circuit included in one Order.
<b>Telco Customer(s)</b>	<p>(a) those third parties with whom Telco may agree to provide Telco Services or with whom Telco may be in the process of negotiating an agreement for the provision of Telco Services ("Third Parties");</p> <p>(b) the end users that Third Parties have allowed to use the Telco Services; and</p> <p>(c) Telco, where the Ordered Leased Circuit Services are being used to connect Telco POPs and POIs.</p>
<b>Telco Order Number</b>	means a specific reference number assigned by Telco to an Order.



<b>Telco Service(s)</b>	means any products and services provided by Telco using the Ordered Leased Circuit Services, whether or not such products and services also incorporate provision of additional services by Telco.
<b>Term</b>	means one (1) year from the date of execution of this Agreement.
<b>Time of Repair</b>	means the total time for resolution of a Fault starting with the report of a Fault by either Sure or Telco (Fault Reported to Sure) and ending with Sure's closure of a Trouble Ticket in agreement with Telco, pursuant to section 3.8.3(b).
<b>Trouble Ticket</b>	means the unique numbers provided by Sure and by Telco to identify each Fault.
<b>Type of Fault</b>	means priority 1, 2 or 3 (as defined in section 3.8.4 of the SLA) Fault.
<b>Type of Cessation</b>	means Disconnection or Cancellation (as defined in this Section).
<b>Unplanned Maintenance</b>	means maintenance of which Telco does not have the notice required under section 3.9 of the SLA and which has not been agreed with Telco, but does not include Emergency Maintenance.
<b>Update</b>	means the regular update of Telco on progress of Faults; at least as often as the time frames set out in section 3.8.6 of the SLA.
<b>Valid Order</b>	means an Order with all mandatory fields completed with relevant information.
<b>Working Hour</b>	means a period of 60 consecutive minutes within the period of a Business Day.
<b>Works</b>	means, in relation to any Order, the installation works required (including the supply of any CPE) to be performed by Sure (or on its behalf by a third party) or by Telco, in order to facilitate delivery of the Leased Circuit specified in such an Order.

1.2 In this Agreement (except where the context otherwise requires):

1.2.1 any reference to a Recital, Clause or Schedule is to the relevant Recital, Clause or Schedule of or to this Agreement and any reference to sub-Clause or paragraph is to the relevant sub-Clause or paragraph of the Clause or Schedule in which it appears;

1.2.2 the table of contents and clause headings are included for convenience only and shall not affect the interpretation of this Agreement;

1.2.3 use of the singular includes the plural and vice versa;

1.2.4 use of any gender includes the other genders;

1.2.5 any reference to "persons" includes natural persons, firms, partnership, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality);

1.2.6 any reference to a Party or the Parties or their respective affiliates shall be deemed to include the party or parties hereto and their respective employees, agents or sub-contractors;

1.2.7 a reference to a "day" means a calendar day and any reference to a "quarter" or a "quarterly period" shall mean the periods beginning on 1 January, 1 April, 1 July and 1 October respectively in each calendar year during the term of this Agreement;

1.2.8 any reference to an enactment, statute, statutory provision or subordinate legislation ("legislation") shall (except where the context otherwise requires) be construed as referring to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation;

1.2.9 any reference to a regulatory authority or other appropriate body with responsibility for the regulation of a particular industry sector shall be deemed to include any successor authority or body whether existing or created at any time in the future; and

1.2.10 any reference to another document or any provisions thereof shall be construed as a reference thereto as it is in force for the time being and as amended in accordance with the terms thereof or, as the case may be, with the agreement of the relevant parties or the consent of a specified party.

## **SCHEDULE 2**

### **Leased Circuit Services**

Leased Circuit Services shall mean those services set out at <http://www.sure.com/> as may be amended (and notified to the Telco as appropriate) by Sure from time to time in accordance with the telecommunications licence held by Sure and relevant regulations or directions of the Guernsey Competition & Regulatory Authority from time to time.

### **SCHEDULE 3**

#### **Charges**

The Charges shall mean those charges set out at <http://www.sure.com/> that shall include the Recurring Charges and the Non-Recurring Charges as may be amended (and notified to the Telco as appropriate) by Sure from time to time in accordance with the telecommunications licence held by Sure and relevant regulations or directions of the Guernsey Competition & Regulatory Authority from time to time.

## **SCHEDULE 4**

### **Service Level Agreement For Ordered Leased Circuit Services**

Between Sure (Guernsey) Limited and Telco

#### **1. SERVICE OVERVIEW**

##### 1.1 General Background

1.1.1 This SLA sets out the performance and quality parameters for the Ordered Leased Circuit Services that Sure provides under this Agreement.

##### 1.2 Demarcation Points

###### 1.2.1 Telco Network Demarcation Point

The Telco Network Demarcation Point (at both the A and B ends) is situated inside the customer's premises and in close proximity to the Sure NIU.

###### 1.2.2 Sure Demarcation Point

The Sure Demarcation Point is the NIU Interface to the Telco's (or third parties') network.

##### 1.3 Quality Levels

Sure will offer the Availability ratio for the Ordered Leased Circuit Services, as described and measured in section 3.10 of Schedule 4.

##### 1.4 Service Changes

1.4.1 Service changes are changes to the configuration (including, but not limited to up/downgrades) of the Ordered Leased Circuit Services. Such changes will not affect the Term. After acceptance by Telco of a Service Change, Sure may start invoicing the relevant Charge, in accordance with Clause 7.

1.4.2 Operational aspects of Service changes are set out in section 3.6 of the SLA.

## 1.5 Telecommunications Equipment Alteration

Material changes made by Sure to any telecommunications equipment or management software causing an Outage or risk of an Outage for a Leased Circuit should be treated as Scheduled Maintenance, as described in section 3.9.

## 1.6 Notifications

1.6.1 Unless otherwise specified in this SLA, any communications for the purposes of this SLA (including its Annexes) shall be done using one of the following methods in the following order of preference:

- (a) by email to the contact points given in Annex B, as amended from time to time; or
- (b) by electronic interface (where available)

1.6.2 For the avoidance of doubt, section 1.6.1 above is applicable to all requirements in this SLA for documents or information to be reported, sent or notified to a Party.

## **2. SERVICE PROCESSES**

### 2.1 Service Level

Further detail in relation to Service Level Management is set out in section 3.1.

#### 2.1.2 Service meetings

As agreed between Sure and Telco, a service meeting will be held between Sure and Telco to review the performance, necessary improvements in service quality and any other issues relating to the Ordered Leased Circuit Services. Both Sure and Telco will appoint a service manager who will attend the service meeting along with such other representatives as the service managers consider necessary.

In general, the service meeting should address matters including:

- Action points from last meeting;
- Service performance;
- Trends;
- Consequences of performance;
- Handled escalations including preventative and scheduled;
- Major changes;
- Agreement on action points for next meeting; and
- Date of next meeting.

## 2.2 Service Provisioning

Further detail in relation to Service Provisioning is set out in section 3.3.1.

### 2.2.1 Service Provisioning

Service Provisioning is the period between the Order date and the RFS Date.

The Service Provisioning Processes include:

- Service provisioning (new Order);
- Order Cancellation;
- Leased Circuit Disconnection; and
- Service change procedure.

Further details in relation to the Service Provisioning Process are set out in section 3.3.

### 2.2.2 Billing

After Hand Over of a Leased Circuit is complete, Sure may commence billing. Invoices must be sent to the address stated in Annex B. The content and format of the invoice is described in section 3.7 of the SLA.

### 2.2.3 Service Provisioning Escalation

When Sure does not meet target quality parameters, Telco may escalate in accordance with Annex B.

## 2.3 Fault Management and Maintenance

### 2.3.1 General Principles

- (a) Fault Management is the process that handles all aspects regarding Faults that occur on a Leased Circuit.
- (b) Fault Management consists of the Fault Management Process itself (including trouble ticketing, parameters regarding repair times and quality parameters) as well as the escalation procedure for this process. The main purpose of the Fault Management Process is to return affected Leased Circuits to the guaranteed Service Level as soon as possible.
- (c) Sure must notify Telco of any changes to its internal fault management process, where such changes impact the Fault Management Process as set out in this SLA.

### 2.3.2 Fault Management Process

The Fault Management Process is described in detail in section 3.8.

### 2.3.3 Fault Management Escalation

If Fault Management does not meet the Service Levels as set out in this SLA or if Telco reasonably believes that a Fault is not being addressed in a satisfactory manner, or requires more senior management attention in order to be resolved, Telco may escalate the matter using the Fault escalation process set out in section 3.8.5.

### 2.3.4 Maintenance

#### (a) Scheduled Maintenance

(i) Sure must notify Telco about planned network activities that could result in degradation of the Ordered Leased Circuit Service or material Outages. Telco must be informed about Scheduled Maintenance in accordance with the parameters set out in section 3.9.

(ii) Telco will confirm or reject the Scheduled Maintenance in advance of such Scheduled Maintenance, in accordance with section 3.9. If Telco does not accept Scheduled Maintenance, Sure will provide an alternative date, which is scheduled in accordance with section 3.9 or at such other time agreed by Telco and Sure.



(iii) Scheduled Maintenance should be carried out during the normal service window unless Telco otherwise requires. If the Scheduled Maintenance continues after the communicated planned work end time, Telco may require the ongoing Scheduled Maintenance to be regarded as an Outage, to be included in total Outage time.

(b) Unplanned Maintenance

In the event that Sure gives Telco less than the advance notice required under section 3.9 of any maintenance which has not been previously agreed and confirmed, such maintenance shall be regarded as unplanned. All Unplanned Maintenance shall be regarded as an Outage and will be included in total Outage time.

(c) Emergency Maintenance

Emergency Maintenance will be treated as an Outage and will be included in total Outage time. When Emergency Maintenance occurs, Sure must inform Telco as soon as possible to open a Trouble Ticket and manage this Emergency Maintenance within the maintenance window given. Sure must use its reasonable endeavours to minimize the period of Emergency Maintenance and must:

(i) notify Telco of all developments regarding this Emergency Maintenance; and

(ii) respond within a reasonable period to all queries made by Telco in relation to the Emergency Maintenance,

until the Ordered Leased Circuit Services are restored.

(d) Other network activities

Sure must give Telco advance notice of other telecommunications network activities carried out by Sure, which do not affect the Ordered Leased Circuit Services in any way but may cause alarms to be triggered regarding the Telco network.

(e) Site Access

(i) Telco will provide Sure with 24 hour access to its sites to enable Sure, to carry out its obligations under this Agreement.

(ii) Access to Telco Customers' locations will be in accordance with the arrangements set out in the relevant Service contract.

(iii) Telco will provide Sure with relevant contact details to enable Sure to arrange on site access.

(iv) Sure and its employees and representatives must comply with any reasonable security or other procedures specified by Telco in order to access a site.

### **3. PARAMETERS**

#### **3.1 Forecasting**

Telco will provide a forecast of bandwidth requirement to Sure in accordance with Section 2 of the main body of this Agreement.

#### **3.2 Service Provisioning**

##### **3.2.1 Provisioning**

The Provisioning Interval is the time between the Order Date and the RFS Date for an Order that has been accepted by Sure.

The Provisioning Intervals set out below are maximum lead times, unless Telco and Sure agree longer Provisioning Intervals.

##### **(a) *Standard Provisioning Intervals***

The Provisioning Intervals are divided into two categories:

Category A: circuits of 2 Mbits

Category B: circuits above 2 Mbits

100% of services will be delivered within\*:

<b>CATEGORY</b>	<b>INTERVAL</b>
<b>A</b>	10 Business Days
<b>B</b>	15 Business days

\* NOTE:

- where network extension or special work/construction is required in order to complete the installation, the Provisioning Interval will be agreed between Telco and Sure.
- These targets also only apply to services where the agreed Ready for Service Date is within the target time. If the Telco Customer wishes to have the service provisioned at a later date, that date will become the RFS Date.
- Sure cannot be held responsible if a target is missed due to a matter outside of its direct control including, but not limited to delays caused by Telco, a person acting under the instruction of Telco or the Telco Customer.

(b) *Customer Not Ready event*

Refer to section 3.3.5 for an explanation of the process to be adopted in the case of a CNR.

(c) *Service Change Interval*

Lead time for Orders to Change are treated as Category A requests, as described in section 3.3.1 (a) above.

(d) *Moving Telecommunications Equipment Interval*

Requests or orders for movement of the Ordered Leased Circuit Services to another location will be regarded as a new Order for the purpose of the provisions set out in this section 3.3.1.

During the period of relocation of the Ordered Leased Circuit Services, Telco will continue to pay Recurring Charges to Sure.

### 3.3.2 **Ordering Processes**

The Ordering Process is as follows:

(a) *Order Placement*

(i) Telco sends the Orders via e-mail.

Sure will provide a single contact for the rest of the Provisioning process. This contact will co-ordinate the provisioning process from start to end and will initiate the escalation procedure as soon as it is expected that the

RFS Date will not be met. Only Orders signed by authorised personnel, as specified in Annex B, are considered to be Telco Orders. If an authorised person does not sign an Order, Sure will not be required to provide the Ordered Leased Circuit Service or be entitled to invoice for any Ordered Leased Circuit Service provided pursuant to that Order.

The Order shall include information in the following mandatory fields:

- Order Date;
- Telco/Telco customer name;
- Name and phone number of Telco provisioning contact;
- Name and phone number of Telco billing contact
- Address;
- Floor number;
- Telco Order Number;
- Telco Leased Circuit identification;
- Sure Product Name (QOS);
- Relevant technical specifications such as:
  - A-end / B-end and demarcation points; and
  - Type of connection e.g. circuit speed (Bandwidth); and
- Signature of Telco authority.

(iii) The FOC (Firm Order Confirmation) shall include information in the following mandatory fields:

- Telco/Telco Customer name;
- Telco Order Number;
- Sure Service Order Number;
- Provisioning Interval Category (as set out in section 3.3.1 (a) of the SLA);
- RFS Date;
- Sure Circuit identification;
- Name and phone number of contact;
- Address;
- Floor Number;
- Telco Leased Circuit identification;
- Sure product name (QOS);
- Relevant Charges;
- Relevant technical specifications such as: A-end/B-end and demarcations points;
- Type of connection, e.g. circuit speed (Bandwidth); and
- RFS. If a desk top survey is needed the Telco provisioning contact will be kept informed of progress and the RFS will be provided once the desk top survey is complete.

(b) *Order Confirmation and Order delivery*

(i) The following timeframes apply:

The Order will be sent by Telco to Sure by email. Telco will set the flag for 'receive receipt'. The receive receipt will be taken by Telco as confirmation that Sure has received the Order.

- Acknowledgement of a non-valid Order

Acknowledgement of a non-valid Order, including indication of reasons for the Order non-validity	2 Business Days from Order Date.
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If the Order is not valid, as set out in the definition of Valid Order, a notice must be sent to Telco with details of why the Order has been rejected. If Telco does not receive a response from Sure within 2 Business Days indicating that it is a non-valid Order, Telco can assume that the Order is valid.

- FOC

For Standard Orders	5 Business Days from Order Date
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For Non-Standard Orders	5 Business Days from Order Date.
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If the desk top survey shows there are major issues with providing the circuit the details will be discussed with the provisioning contact and a way forward agreed, which may include the order being cancelled. Otherwise the Ready for Service Date will be provided with the Firm Order Confirmation.

### 3.3.3 **Progress Report**

Sure will co-ordinate all installation activities together with the provisioning contact person specified by Telco. Depending on the Ordered Leased Circuit Service, this will include that contact person providing Sure with access to all necessary Telco locations (including for the avoidance of doubt Telco Customer locations) for installation of Sure telecommunications equipment.

For any completion of, or material delay in, a process step outlined in this section 3.3, a progress report will be sent by Sure to Telco.

The report will at least contain:

- Telco Order Number;
- Telco Leased Circuit ID;
- RFS; and
- Status of Order.

#### 3.3.4. **Hand Over**

Sure shall only Hand Over the Leased Circuit if the Bringing into Service (BIS) test results (for both main and protection path, if applicable) meet the specifications set out in the ITU-T for Leased Lines.

The BIS report will contain information about the number of errored seconds (ES), severely errored seconds (SES), unavailable seconds and round trip delay, as such terms are described in the ITU-T.

An example of a standard test document is set out in Annex A.

The Hand Over process is as follows:

- Sure confirms by email sent to Telco contact that work needed to meet the RFS date is about to be completed
- A soak test is carried out for 24 hours (the circuit is commissioned under test conditions)
- Sure confirms by email sent to the Telco contact by the end of the next working day that the circuit is out of test and open for service.

Billing will commence from the date of email confirmation that the circuit is open for service.

#### 3.3.5 **Customer Not Ready**

Whenever the delivery of a Leased Circuit is delayed by a CNR event, Sure will follow an established procedure to notify Telco of the event as soon as possible (and in any case within two Business Days of the occurrence) and will reconfirm the RFS Date to Telco as soon as possible, on resolution of the CNR event.

### 3.4. Order Cancellation Procedures

3.4.1. Telco may request Cancellation of an Order by sending Sure an Order to Cease by email. Telco will set the flag for 'receive receipt'. The receive receipt will be taken by Telco as confirmation that Sure has received the Order to Cease.

An order to Cease for a Cancellation shall include information in the following mandatory fields:

- Sure Circuit Identification;
- Type of Cessation; and
- If applicable, reason for Cessation.

The FOC shall include information in the following mandatory fields:

- Sure Leased Circuit Identification;
- Type of Cessation; and
- Committed Cessation Date.

3.4.2. The following timeframes apply:

Acknowledgement of a non-valid Order to Cease including indication of reasons for the Order to Cease non-validity	2 Business Days from Order to Cease Date.
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If an Order to Cease is not valid, as set out in the definition for Valid Order in Schedule 1, a notice must be sent to Telco with details of why the Order to Cease has been rejected. If Telco does not receive a response from Sure within 2 Business Days indicating that it is a non-valid Order, Telco can assume that the Order is valid.

- FOC 5 Business Days from  
Order to Cease Date

### 3.4.3 Penalty Payment for Order Cancellation

If Telco cancels an Order before the Ready for Service Date Telco will pay Sure a penalty payment in accordance with the following table:

ELAPSED % OF TIME BETWEEN ORDER CONFIRMATION AND READY FOR SERVICE DATE	PENALTY PAYMENT % OF FIRST YEAR RENTAL
0 - 9.9%	0%
10 - 19.9%	0%
20 - 29.9%	0%
30 - 39.9%	5%
40 - 49.9%	10%
50 - 59.9%	17.5%
60 - 69.9%	25%
70 - 79.9%	37.5%
80 - 89.9%	55%
90 - 99.9%	75%
100%	100%

Sure will invoice Telco on receipt of the Order Confirmation.

### 3.5 Leased Circuit Disconnection Procedures

3.5.1 After Service Provisioning, Telco has the right to cancel a Leased Circuit in accordance with the terms of the Agreement. Ordered Leased Circuit Services can be disconnected by sending in an appropriate Order to Cease to Sure by email.

Ordered Leased Circuit Services can be Disconnected by sending an Order to Cease to Sure by email. Telco must give a minimum of thirty (30) days notice of the required cease date.

An Order to Cease for Disconnection shall include information in the following mandatory fields:

- Sure Leased Circuit Identification;
- Type of Cessation;
- The Requested Cessation Date; and
- If applicable, reason for Cessation.



The FOC shall include information in

- Sure Leased Circuit Identification;
- Type of Cessation; and
- Committed Cessation date.

3.5.2 The following timeframes apply:

Telco will set the flag for 'receive receipt'. The receive receipt will be taken by Telco as confirmation that Sure has received the Order to Cease for Disconnection.

Acknowledgement of a non-valid Order to Cease including indication of reasons for the Order to Cease non-validity	2 Business Days from Order to Cease Date.
---	---

If an Order to Cease is not valid, as set out in the definition for valid Order in Schedule 1, a notice must be sent to Telco detailing why the Order to Cease has been rejected. If Telco does not receive a response from Sure within 2 Business Days indicating that it is a non-valid Order, Telco can assume that the Order to Cease for Disconnection is valid.

- FOC 5 Business Days from Order to Cease Date.

### 3.6 Service Change Procedures

3.6.1 Changes to a Leased Circuit are handled in the same way as for Orders. The lead-time for changing a Circuit is described in section 3.3.1. Because of the specific situation for each Change of Service, this will be handled case by case. In case of a major Change, Sure and Telco will appoint a representative who will become the single point of contact.

3.6.2 An order to Change shall include information in the following mandatory fields:

- Sure Leased Circuit Identification;

- Description of Change; and
- Requested time and date for Change.

The FOC for a change shall include information in the following mandatory fields:

- Sure Leased Circuit Identification;
- Description of Change; and
- Date for the Change.

3.6.3. The following timeframes apply:

Telco will set the flag for 'receive receipt'. The receive receipt will be taken by Telco as confirmation that Sure has received the Order for a Service Change.

Acknowledgement of a non-valid Order to Change including indication of reasons for the Order to Change non-validity	2 Business Days from Order to Change Date.
--	---

If an Order to Change is not valid, as set out in the definition for Valid Order in Schedule 1, a notice must be sent to Telco with details of why the Order to Change has been rejected. If Telco does not receive a response from Sure within 2 Business Days indicating that it is a non-valid Order, Telco can assume that the Order for Service Change is valid.

- FOC  
  
5 Business Days from  
  
Order to Change Date.

### 3.7 Billing

After the Leased Circuit has been handed over, Sure can commence billing. Invoices will be sent to the address stated in Annex B.

Invoices in paper format will be sent to Telco by Sure. Telco may be invoiced electronically when the facility is available from Sure. An invoice shall include the information in following mandatory fields (where relevant, information should be provided on a per Leased Circuit basis):

- Period to which the invoice applies including start date and end date of Billing Period;
- Account Number (the number allocated to Telco by Sure);
- Invoice Number;
- Payment Due Date;
- Leased Circuit concerned including Sure Leased Circuit ID;
- Leased Circuit speed (Bandwidth);
- Net amount including Leased Circuit specific discounts (if applicable);
- Sales tax amount (if applicable); and
- Gross amount.

### 3.8 Fault Management

#### 3.8.1 Summary

The Fault management process in this Schedule 4 applies to those parts of a Leased Circuit that are under the direct control of Sure. If any part of the Leased Circuit utilises the network of another licensed operator that part of the circuit will be subject to the fault management procedures and service level agreement of that other licensed operator.

Sure and Telco define Fault Management as the process that handles all aspects regarding Faults that occur in relation to a Leased Circuit. It consists of the Fault Management Process itself, Trouble Ticketing, parameters regarding repair times and guarantees as well as the escalation procedure for this process. The main purpose of the Fault Management process is to ensure that Affected Leased Circuits are restored as soon as possible.

Where Sure detects service degradation or an Outage on a Leased Circuit, Sure will open a Trouble Ticket without delay and immediately inform Telco of the Trouble Ticket number.

Where Telco detects service degradation or an Outage on a Leased Circuit, Telco will inform Sure. Sure will open a Trouble Ticket without delay, and immediately provide the Trouble Ticket number to Telco. In all correspondence concerning Faults and especially for updates, Telco will quote the Trouble Ticket number to Sure.

Sure will register all reported Faults, such as failures, Outages, degradations and general inquiries in a Fault Management System where a Trouble Ticket number will be assigned. All actions related to the reported Fault are stored under this Trouble Ticket number. Sure is responsible for the Fault control procedure concerning the problem until a final solution is implemented and accepted by Telco. Both Sure and Telco will ensure that their Points of Contact for Outages are available, as set out in Annex B.

As soon as a Fault is reported, the Parties will agree the priority of the Fault (see section 3.8.5). This priority determines the Service Levels that are the guidelines for the Fault Management Process. Priorities and Service Levels are described below.

Sure will give a regular update on the progress of Fault resolution, as described below. Following the repair of Leased Circuits, Sure will monitor the stability of the Leased Circuit, and will report fault clearance to Telco within the time scales described below. Telco will confirm fault clearance.

### **3.8.2 Reporting a Fault**

Telco can report Faults via 151 (01481 700700 from outside the Bailiwick of Guernsey), 24 hours a day / 7 days a week.

3.8.3 The Fault report will be done via phone or otherwise in accordance with section 1.6.

If one of the Parties discovers a Fault, the following notifications must be sent by the relevant party to enable a Trouble Ticket to be opened immediately.

(a) A notification by Sure to Telco shall include information in the following mandatory fields:

- Sure Leased Circuit ID;
- Trouble Ticket number (Sure only for first notification, but thereafter any communication regarding the Fault must state both Sure's and Telco's Trouble Ticket Number);
- Start time of Fault;
- Type of Fault;
- Fault Description;
- Estimated Time of Repair; and
- First update.

(b) A notification by Telco to Sure shall include information in the following mandatory fields:

- Sure Leased Circuit ID;
- Trouble Ticket number (Telco only for first notification, but thereafter any communication regarding the Fault must state both Sure's and Telco's Trouble Ticket number);
- Start time of Fault;
- Type of Fault;

- Fault Description; and
- Contact details (name, phone number and all other relevant information for Sure to perform tests).

3.8.4 (a) Once a Fault is restored, Sure has to provide to Telco via telephone (preferred), or otherwise in accordance with section 1.6 the following information together with confirmation of the Fault resolution:

- Sure Leased Circuit ID;
- Trouble Ticket Number (both Telco and Sure);
- Time of Repair; and
- Cause of the Fault.

(b) Sure's Trouble Ticket will only be closed on confirmation by Telco that a Fault has been restored or, in the absence of confirmation by Telco, after 3 Business Days from Fault Restoration Reported.

(c) For any Outage, Sure will also send a Reason for Outage Report (RFO) to Telco within 2 Business Days of Sure's Trouble Ticket being closed.

The RFO report shall include information in the following mandatory fields:

- Sure Leased Circuit ID;
- Trouble Ticket number (both Telco and Sure);
- Starting time;
- Time of Repair;
- Cause of the Outage (detailed description); and
- Corrective action taken.

### 3.8.5 ***Definition of Priorities***

Faults are assigned a priority (Type of Fault) based on criteria given in the table below. The Type of Fault assigned to a Fault defines lead-time for the Fault management processes.

The criteria for this determination are as follows:

PRIORITY (TYPE OF FAULT)	CRITERIA
Priority 1 <b>Critical (Outage)</b>	Total loss of service  (The Leased Circuit and/or the CPE are degraded to the extent that Telco is unable to use it and is prepared to immediately release it for testing)
Priority 2 <b>Major (Degraded)</b>	Degraded service  (The Leased Circuit and/or the CPE are degraded but Telco is still able to use it and is not prepared to immediately release it for testing)
Priority 3 <b>Minor</b>	Non service affecting  (a single non circuit /CPE specific quality of service enquiry)

### 3.8.6 *Fault Escalation*

Where a Fault is not resolved within the defined TTR, Telco may escalate the matter to the defined management levels within Sure. (Refer to Annex B).

Following timeframes after delay of TTR are applicable for escalation:

ESCALATION LEVEL	PRIORITY 1	PRIORITY 2	PRIORITY 3
1	1 Working Hour	2 Working Hours	6 Working Hours
2	2 Working Hours	6 Working Hours	12 Working Hours
3	6 Working Hours	36 Working Hours	36 Working Hours
4	Case by case	Not applicable	

### 3.8.7 *Targets*

#### (a) *Target Time to Repair (TTR) & Updates*

The Target Time to Repair (TTR) is the maximum Time of Repair in which a single Fault has to be resolved.

Time of Repair starts with the report of the Fault by either Sure or Telco and ends with closure of the Trouble Ticket in agreement with Telco pursuant to section 3.8.4(b).

The Update time frames are set out in the tables below.

The Update shall include information in the following mandatory fields:

- Trouble Ticket Number;
- Starting time;
- Type of Fault; and
- Status and estimated duration of Fault

	<b>TTR</b>	<b>FIRST UPDATE</b>	<b>AND AFTER EACH</b>
<b>Priority 1</b>	6 Working Hours	Half a Working Hour	1 Working Hour
<b>Priority 2</b>	8 Working Hours	1 Working Hour	3 Working Hours
<b>Priority 3</b>	24 Working Hours	1 Working Hour	4/6 Working Hours

(b) *New Installation Fault Report Rate*

The New Installation Fault Report Rate must be less than 5 Faults reported per 100 Leased Circuits installed.

(c) *Fault Rate*

The Fault Rate must be less than 10% per annum.

(d) *Repeat Fault Report Rate*

The Repeat Fault Report Rate must be less than 6% per quarter.

### 3.9 Maintenance

(a) *Scheduled Maintenance*

For Scheduled Maintenance the following parameters are essential:

Communication will be handled via the focal points set out in Annex B.

Telco must be informed at least 10 Business Days prior to the Scheduled Maintenance.

Notification must include:

- Proposed start date and time of Scheduled Maintenance;
- Proposed duration of Scheduled Maintenance;
- Affected Circuits (both Sure and Telco Circuits Ids);
- Type of maintenance;
- Location(s); and
- Reason for maintenance.

The following parameters also apply:

(a) Scheduled Maintenance will normally be planned in the maintenance window between 01 and 06 am, unless Telco otherwise agrees in writing;

(b) Telco confirms or rejects by email the Scheduled Maintenance to Sure at least 5 Business Days before the planned date and time of the Scheduled Maintenance. If Telco rejects the date and time of Scheduled Maintenance, Sure will, as soon as possible, provide an alternative date, at least 10 Business Days afterwards; and

(c) Maximum Outage Time for Scheduled Maintenance on a yearly basis will not exceed 6 hours per year per Leased Circuit.

If Scheduled Maintenance takes longer than expected and continues after the communicated planned work and time, Telco may require that the Scheduled Maintenance be ceased and the Ordered Leased Circuit Service be immediately restored. If such restoration is impossible, the work will be regarded as a Priority 1 Outage and will be directly escalated to level 2.

(b) Unplanned Maintenance

In the event that Sure does not inform Telco in advance of maintenance, maintenance shall be regarded as unplanned. All Unplanned Maintenance shall be regarded as an Outage.

(c) Emergency Maintenance

Emergency Maintenance will be treated as a Priority 1 Outage. If Emergency Maintenance occurs, Sure will inform Telco as soon as possible, and will manage this Emergency Maintenance within the maintenance window given. In addition, Sure will use its best endeavours to minimize Emergency Maintenance time and must:

(i) notify Telco of any developments regarding this Emergency Maintenance; and



(ii) respond to queries made by Telco in relation to the Emergency Maintenance,

until the Ordered Leased Circuit Services are restored.

### 3.10 Availability

Sure will offer the Bandwidths set out in Schedule 2 at an Availability ratio of 99.90%. Availability will be measured on a monthly as well as on a yearly basis per Leased Circuit, from RFS Date.

Availability will be calculated using the following methodology:

$$\text{Availability} = \frac{\text{Minutes/Year} - \text{Total Downtime per Year (T2-T1)} \times 100}{\text{Minutes/Year}}$$

T1 = The System Time that which a Priority 1 Fault occurs.

T2 = The System Time that a Priority 1 Fault is restored.

System Time is the time reported and logged (e.g., by the network management system) as soon as an Outage occurs. System Times shall be the time between a Trouble Ticket being raised and closed. Sure will endeavour to establish a network management system that generates automated System Times for Outages.

### 3.11 Take Over of Responsibility

This process outlines the elements required for Telco to apply to take over financial responsibility for leased line services previously taken by retail customers from Sure. It is also the process to be followed when one Telco takes over responsibility for a wholesale leased line service from another Telco, or where the retail arm of Sure takes over responsibility for a leased line service from Telco.

The operator that previously 'owned' the end customer will be referred to as the **Service Supplier**. The operator that takes over responsibility for the leased line service will be known as the **Service Taker**.

In every case Sure will be involved as the provider of wholesale leased line services.

1. Any operator can apply to take over the financial responsibility for a leased service by completing the Wholesale Take Over Form – see Annex E to Schedule 4.
2. Sure will acknowledge receipt of the application within 2 working days.

3. Upon receipt of the completed form, Sure will complete a number of administrative checks to ensure the validity of the application. These checks will include but are not necessarily limited to:
  - a. All necessary fields of information are complete
  - b. Signatories are responsible for the application
  - c. The credit position of the retail customer or the wholesale customer, depending on whether the Service Supplier is Sure or Telco respectively
  - d. The retail or wholesale customer, depending on whether the Service Supplier is Sure or Telco respectively, has rented the circuit for longer than the Initial Term for the service
4. Sure will respond to the Service Taker within 5 working days after the date of acknowledgement of the receipt of the form, with the results of the checks made.
5. Subject to the checks above being successful, Sure will process the application and amend its internal database to reflect the following:
  - a. That the previous retail or wholesale customer, depending on whether the Service Supplier is Sure or a Telco respectively, no longer has financial responsibility for the service specified
  - b. That the Service Taker now has financial responsibility for the service specified
  - c. Sure will inform the Service Taker (and Service Supplier where the take-over is from one Telco to another) as to the date when financial responsibility for the applied for service will become theirs i.e. the cease / start date Sure will use for billing purposes within 2 working days of the notification that checks have been completed successfully
  - d. Sure will complete the necessary database amendments within 5 working days of the successful completion of the checks.
6. Sure will apply a £35 administration fee for each individual application for “take over” and bill the Service Taker in each case.
7. Services that have previously been notified as withdrawn from sale, but not yet withdrawn from service cannot be shifted, upgraded, downgraded or novated (take-over of responsibility).

#### **4. SERVICE CREDIT**

Subject to clause 7.10 of this Agreement, Sure is responsible for calculating Service Credits in accordance with Clause 7.9. Sure must also provide Telco with a Service Credit Report on a quarterly basis (with a monthly breakdown of Service Credits).

The process is similar for provisioning times and for fault repair. An automated jeopardy system has been set up by Sure that sends an alert that a target date may be missed. From that point the issue is managed manually. Where a service credit is due Sure will provide a Service Credit Report to the affected Telco and the Service Credit will be applied to the appropriate account. For the avoidance of doubt such credit only applies to the part of a circuit that is directly under the control of Sure and a credit is only due where Sure was at fault. No

credit is due where the failure to reach an agreed Ready for Service Date or Target Time to Repair results from a cause outside of the control of Sure, including but not limited to where the Telco Customer was not ready to receive the Service or where Telco was at fault.

#### 4.1 Provisioning

The following Service Credits will apply where Leased Circuits are not delivered in accordance with this SLA. Service Credit in this section 4.1 also applies where Service changes are not carried out in accordance with section 3.6.

BUSINESS DAYS DELAY	CREDIT**
1-5	25% of monthly fee
6-9	50% of monthly fee
10-29	100% of monthly fee
For every further 30 days	An additional 100% of the monthly rental charge

#### 4.2 Outages Duration in Excess of the TTR

For service provided by Sure, the following Service Credit per Outage is applicable:

BUSINESS DAYS DELAY	CREDIT**
1-5	25% of monthly fee
6-9	50% of monthly fee
10-29	100% of monthly fee
For every further 30 days	An additional 100% of the monthly rental charge

\*\* Percentage refers to the total compensation to be paid for the delay and is NOT per Business Day or range of days.

For the avoidance of doubt for the purposes of calculation of the Service Credit due under this section, the period of Outage will include any time for Unplanned Maintenance or Emergency Maintenance, as set out in section 2.3.4.

#### 4.3 Scheduled Maintenance

If Scheduled Maintenance exceeds 24 hours per Leased Circuit per year, the following Service Credit shall apply per Leased Circuit:

MAINTENANCE IN EXCESS OF 24 HOURS	SERVICE CREDIT
0 to 2 hours	0% of monthly Recurring Charges
2 to 4 hours	10% of monthly Recurring Charges
4 to 8 hours	20% of monthly Recurring Charges
8 to 12 hours	50% of monthly Recurring Charges
12 and more hours	100% of monthly Recurring Charges

#### 4.4 Availability

If service availability falls below 99.90% in a year Telco may claim the following compensation:

a) Where the cause of the non-availability is not external to Sure:

TYPE	COMPENSATION
Digital Leased Circuit	10% of the Leased Circuit Yearly Rental Charge

The period for the availability measurement (a year) of the Leased 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 Leased Circuit to be in service at the end date of the measurement period.

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

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

b) Where the cause of the non-availability is external to Sure:

Where Sure does not meet the availability target due to failures that are external to its network, then any claim for compensation made by Telco will be passed on by Sure to the supplying telecommunications operator. Compensation payment received by Sure from the supplying telecommunications operator under their terms and conditions will be passed on to Telco.

c) Where the cause of the non-availability is a problem in Telco's network

Under no circumstances will Sure pay compensation to Telco for failure to meet the guaranteed level of availability where the failure is due to a problem, including but not limited to a fault, in the Telco Telecommunications Network.

## 4.5 Compensation Claim

### 4.5.1 Claim Process

If Sure is responsible for the Ready for Service Date or Target Time to Repair (4.1 above) not being met Sure will apply the applicable Service Credit to Telco's next bill. Sure will provide Telco with the following details to support the Service Credit:

#### Target Time to Repair

- Number of Trouble Ticket
- Date of the Fault reported to Sure
- Sure Circuit Identification Number of Private Circuit
- Date and time Fault was cleared

#### Provisioning

- Sure Circuit Identification Number of Private Circuit - Planned Service
- Agreed Ready for Service Date
- Actual Service Delivery Date

If the guaranteed minimum annual Availability (4.4 above) of the Private Circuit has not been met the Telco 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 Telco 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 Telco

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: Carrier Partner Manager

Address: , Sure (Guernsey) Limited, Centenary House, La Vrangue, St Peter Port, Guernsey, GY1 2EY

Tel: 01481 757769

Email: tim.wainwright@sure.com

Sure will confirm to the Telco if its 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.

#### 4.5.2 Compensation Payment

The payment for any Service Credit due will be performed through a credit note on the next invoice.

### **ANNEX A TO SCHEDULE 4**

#### **Standard Templates**

Order Format: E-mail template .....

Standard Test Template .....

Order Format: E-mail template

Leased Circuit Order

Sure Product Name (QoS):

Circuit Speed (Bandwidth)

Telco Order Number:

Telco Leased Circuit identification:

Order Sent Date:

<b>PARAMETERS</b>	<b>A-END</b>	<b>B-END</b>
Telco/ Telco Customer name:		
Postal code:		
Street:		
Floor/room number (demarcation):		
Contact person:		
Phone number contact		

PARAMETERS	A-END	B-END
person:		
Interface description:		
Contract duration:		
Comments/special Technical requirements:		

Name and signature of Telco

Authority who sent the Order.

Name

Signature

Standard Test Template

CIRCUIT ID:	SERVICE TYPE:
	<b>Telco Order No:</b>
	<b>Sure Service Order No:</b>
Sure Name:	
(A) End Address:	(B) End Address:
Demarcation Test Point:	Demarcation Test Point:
Committed RFS Date:	
Target End to End Date:	Actual End to End Date:
Test Controller:	Test Technicians
	(A) End
	(B) End
	Other Locations:
Test Specification:	Test Equipment used:
	Serial number of tester:

CIRCUIT ID:	SERVICE TYPE:
<u>Test Results</u>	
Test Duration: (Hours/Min.)	
Error-Free-Seconds (EFS)	
Bit Error Ratio (BER)	
Error Seconds	
Severely Error Seconds (SES)	
Name of representative Service Handed to:	
The Service specified above has been end to end tested to required standards and Handed to Telco.	
Person Performing Test	Name:
	Date:
	Signature:

**Please attach a printout of the measured results onto this form!!**



## ANNEX B TO SCHEDULE 4

### Focal Points

#### Order Placement

The following personnel representing Telco are authorised to place Leased Circuit Orders:

NAME/JOB TITLE	TELEPHONE NUMBER	E-MAIL ADDRESS

An Order will be sent to:

NAME/JOB TITLE	TELEPHONE NUMBER	E-MAIL ADDRESS
Business Provisioning Adviser	01481 757476	<a href="mailto:corporders@sure.com">corporders@sure.com</a>

#### Service Cancellation and Disconnection Procedures

The following personnel representing Telco are authorised to cancel/disconnect circuits:

NAME/JOB TITLE	TELEPHONE NUMBER	E-MAIL ADDRESS

A Cancellation/Disconnection will be sent to:

NAME/JOB TITLE	TELEPHONE NUMBER	E-MAIL ADDRESS
Business Provisioning Adviser	01481 757476	<a href="mailto:corporders@sure.com">corporders@sure.com</a>

**Billing Arrangements**

Sure shall send all payment requests to the following address:

NAME/JOB TITLE	TELEPHONE NUMBER	E-MAIL ADDRESS

**Fault Management**

Faults will be reported by Telco to:

Phone: 151 (01481 700700 from outside the Bailiwick)

At all times, i.e. 24 x 7 x 365

Outside Office Hours: As above

**Maintenance**

1. Sure will report Scheduled Maintenance and Unplanned Maintenance to Telco at:

Phone: [TBA]

During Office Hours weekdays: [TBA]

Fax: [TBA]

E-mail: [TBA]

Outside Office Hours: N/A

2. Sure will report Emergency Maintenance to Telco at:

Phone: [tba]

During Office Hours weekdays: [tba] till [tba] hour GMT

Fax: [tba]

E-mail: [tba]

Outside Office Hours:

FAX: [TBA]

E-MAIL [TBA]

### Escalation

#### Escalation for Provisioning Matters

For escalation of problems and complaints with Sure regarding provisioning, the following levels of escalation shall be used:

LEVEL/TIME	NAME/JOB TITLE	CONTACT NO.	E-MAIL ADDRESS
1/	Marc Lannoy-Trigg, Service Delivery Supervisor	01534 753378	<a href="mailto:marc.lannoytrigg@sure.com">marc.lannoytrigg@sure.com</a>
2/	Joe Inder, Head of Service Delivery	01481 757464	<a href="mailto:joe.inder@sure.com">joe.inder@sure.com</a>
3/	Charlotte Dunsterville, Customer Experience Director	01481 757284	<a href="mailto:charlotte.dunsterville@sure.com">charlotte.dunsterville@sure.com</a>

#### Telco Escalation Scheme for Provisioning Matters

LEVEL/TIME	NAME/JOB TITLE	CONTACT NO.	E-MAIL ADDRESS
1/			
2/			

LEVEL/TIME	NAME/JOB TITLE	CONTACT NO.	E-MAIL ADDRESS
3/			

#### Escalation for Fault Management & Maintenance

For escalation of problems and complaints with Sure regarding Fault Management, issues Management and Maintenance, the following levels of escalation shall be used:

LEVEL/TIME	NAME/JOB TITLE	CONTACT NO.	E-MAIL ADDRESS
1/	Andy Legg, Networks and Infrastructure Manager	01481 757762	<a href="mailto:andy.legg@sure.com">andy.legg@sure.com</a>
2/	Colin Radford, Head of Service Design and Core Networks	01481 757761	<a href="mailto:colin.radford@sure.com">colin.radford@sure.com</a>
3/	Cyrille Joffre, CTIO	01481 757603	<a href="mailto:cyrille.joffre@sure.com">cyrille.joffre@sure.com</a>

#### Forecasts

Forecast information

The forecast information will be sent by Telco to:

NAME/JOB TITLE	TELEPHONE NUMBER	E-MAIL ADDRESS
Tim Wainwright, Carrier Partner Manager	01481 757769	<a href="mailto:tim.wainwright@sure.com">tim.wainwright@sure.com</a>

#### ANNEX E TO SCHEDULE 4

Take Over Form

#### SECTION 1.

Name:

Customer Contact:

**Contact Tel:**

01481

**Mob:**

07781

I wish the following service to be transferred to the company shown in section 2. on the (Date of Transfer)

**Circuit ID:** i.e. 1234GMxx

<b>A End Address:</b>		<b>B End Address:</b>	
<b>Bandwidth</b>	<b>Service Interface</b>	<b>Bandwidth</b>	<b>Service Interface</b>
<b>Floor:</b>	<b>Room:</b>	<b>Floor:</b>	<b>Room:</b>

I/We apply to Sure (Guernsey) Limited to cancel the Private Circuit(s) listed on above. I/We agree to pay all outstanding charges in relation to the provision and ongoing rental of services and equipment to comply with the Sure (Guernsey) Limited General Terms and Conditions and Service Specific Terms and Conditions as applicable. These terms and conditions are available from Sure (Guernsey) Limited, Centenary House, La Vrangué, St Peter Port, Guernsey, GY1 2EY and online at [www.sure.com](http://www.sure.com).

<b>For and on behalf of</b>	
<b>Signature</b>	
<b>Name in BLOCK CAPITALS</b>	
<b>Position</b>	
<b>Date</b>	

**SECTION 2.**

**Name:** FULL CUSTOMER/COMPANY NAME

**Customer Contact:** New Customer Contact Name

**Contact Tel:** 01481 **Mob:**

**Circuit ID:** enter same ID as old circuit

**Term of service:**

**Rental:**

<b>A End Address:</b>		<b>B End Address:</b>	
<b>Bandwidth</b>	<b>Service Interface</b>	<b>Bandwidth</b>	<b>Service Interface</b>
<b>Floor:</b>	<b>Room:</b>	<b>Floor:</b>	<b>Room:</b>
<b>Contact Name(s) / telephone / email</b>		<b>Contact Name(s) / telephone / email</b>	
<b>Name(s):</b>		<b>Name(s):</b>	
<b>Tel:</b>		<b>Tel:</b>	
<b>Fax:</b>		<b>Fax:</b>	
<b>Email:</b>		<b>Email:</b>	
<b>Company and Billing Address:</b>			
<b>Contact Name(s) / telephone / email</b>			
<b>Contact Name(s):</b>			
<b>Tel:</b>			
<b>Email:</b>			

I/We apply to Sure (Guernsey) Limited for the Private Circuit(s) listed on page 1. I/We agree to pay the charges for provision and ongoing rental of services and equipment applied for and to comply with the Sure (Guernsey) Limited Wholesale Leased Circuits Services Agreement which shall apply in full.

<b>For and on behalf of</b>	<b>Sure (Guernsey) Limited</b>
<b>Signature</b>	
<b>Name in BLOCK CAPITALS</b>	
<b>Position</b>	
<b>Date</b>	
<b>For and on behalf of</b>	
<b>Signature</b>	
<b>Name in BLOCK CAPITALS</b>	
<b>Position</b>	
<b>Date</b>	