

SERVICE LEVEL AGREEMENT

BETWEEN

Mobile Telephone Networks (Pty) Ltd

(Hereinafter referred to as "MTN")

AND

Wholesale Customer

(Hereinafter referred to as "Customer")

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1. DOCUMENT OWNER

Document Owner	Designation	Contact Details
David du Toit	Author	david.dutoit@mtn.com

2. DOCUMENT REVISION CONTROL

Date	Version	Author	Description

3. ANNEXURES

Annexures	
A	Layer 2 and 3 Access Wholesale Services

4. DEFINITIONS

- 4.1. **"Minimum Service Levels"** means the minimum performance levels of the services provided to the Customer by MTN;
- 4.2. **"MSA"** means the Wholesale Fixed Services Master Services Agreement;
- 4.3. **"Service Levels"** means the service levels for the performance of the services provided to the Customer by MTN as stated in this SLA;
- 4.4. **"SLA"** means this Service Level Agreement;
- 4.5. **"SOF"** means Sales Order Form and refers to the form signed by both the Customer and MTN, detailing the service description, pricing and delivery of the services provided by MTN to the Customer.
- 4.6. **"Wholesale Customer"** means the legal entity who signed the MSA

5. INTRODUCTION

5.1. Purpose and Objectives

- 5.1.1. The parties agree that MTN's obligation under this SLA is to ensure that the provided services comply with specified Minimum Service Levels, as specified in the relevant SLA Schedules.

5.2. Duration

- 5.2.1. This SLA shall continue for the duration of the Service Term as defined in the MSA. If the MSA is terminated, or reaches the end of Term without being renewed, the SLA shall ipso facto be terminated.

5.3. Confidentiality

- 5.3.1. The information contained in this agreement, including all relevant addendums, schedules and annexures, is regarded as highly confidential, and neither party may disclose information pertaining to each other to any third party without the prior written authorization of both parties. In instances where the Customer utilizes a third party for purposes of consultation with regard to the SLA and associated addendums, annexure or schedules, the Customer, by signing this SLA, acknowledges and accepts responsibility for ensuring that such a third party adheres to this confidentiality clause.

5.4. Format

- 5.4.1. Words or phrases in this Agreement shall be deemed to have the same meaning as those ascribed to them in the MSA and SOF, unless otherwise indicated.
- 5.4.2. Terms not defined in this document will have the same meaning as set out in the MSA and relevant SOF, unless otherwise indicated.
- 5.4.3. Words and expressions defined in any clause shall, for the purposes of that clause, bear the meaning assigned to such words and expressions in such clause.
- 5.4.4. This agreement constitutes the whole of the agreement between the parties hereto relating to the matters dealt with in this agreement and save to the extent otherwise provided herein no representation, term or condition relating to the subject matter of this agreement not incorporated in this agreement shall be binding on any of the parties.
- 5.4.5. This SLA supersedes any prior SLA agreement entered into between the parties.
- 5.4.6. No variation, addition, deletion, or cancellation will be of any force or effect unless reduced to writing and signed by the parties hereto or their duly authorised representatives.
- 5.4.7. No waiver of any of the terms and conditions of this agreement shall be binding or effectual for any purpose unless expressed in writing and signed by the party hereto giving the same, and any such waiver shall be effective only in the specific instance and for the purpose given. No failure or delay on the part of either party hereto in exercising any right,

power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

ANNEXURE A - Layer 2 and 3 Wholesale Access Services

1. DEFINITIONS

- 1.1. **“Access Circuit”** means the circuit connecting the Customer Site to the PE;
- 1.2. **“Business Day”** shall be any day other than a Saturday, Sunday, and/or a public holiday as gazetted by the Government of the Republic of South Africa from time to time;
- 1.3. **“Business Hours”** shall be construed as being the hours between 08h00 and 17h00 on any Business Day;
- 1.4. **“Core Network”** means MTN’s South African Network;
- 1.5. **“CSC”** means the MTN Customer Support Centre situated at Falcon View Place, Constantia Business Park, Johannesburg;
- 1.6. **“Eskom”** refers to a South African electricity public utility;
- 1.7. **“Load Reduction”** refers to a controlled process of electricity reduction in order to curtail the demand on the electricity power system;
- 1.8. **“Load Shedding”** refers to a controlled process of electricity shedding, instituted by Eskom, that responds to unplanned events in order to protect its electricity power system from a total blackout;
- 1.9. **“Metropolitan Areas”** or **“Metros”** refer to the areas specified below, but exclude areas inside the Metros that are designated as **“Townships”** and **“Informal Settlements”**:
 - 1.9.1. Buffalo City (East London)
 - 1.9.2. City of Cape Town
 - 1.9.3. Ekurhuleni Metropolitan Municipality (East Rand)
 - 1.9.4. City of eThekweni (Durban)
 - 1.9.5. City of Johannesburg
 - 1.9.6. Mangaung Municipality (Bloemfontein)
 - 1.9.7. Nelson Mandela Metropolitan Municipality (Port Elizabeth)
 - 1.9.8. City of Tshwane
- 1.10. **“Microwave”** is a line-of-sight wireless communication technology that uses high frequency beams of radio waves to provide high speed wireless connections that can send and receive voice, video, and data information;
- 1.11. **“Monthly Service Fee”** means a Service Fee that is paid monthly;
- 1.12. **“MSA”** means the Master Services Agreement;
- 1.13. **“MPLS”** means Multiprotocol Label Switching, and refers to a routing technique in telecommunications networks that directs data from one node to the next based on short path labels rather than long network addresses, thus avoiding complex lookups in a routing table and speeding traffic flows;
- 1.14. **“MTTR”** means Mean Time to Resolve, and refers to the average time, measured over a calendar month, for MTN to Resolve a Trouble Ticket, in relation to TTR;
- 1.15. **“Network”** means the MTN South African Core Network;
- 1.16. **“PE”** means Provider Edge, and refers to a device (router, switch, etc.) located at the MTN premises for the purpose of connecting the Customer to the Core Network;

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- 1.17. **“Resolve or Resolved”** means the permanent resolution of the root cause of any Incident or query;
- 1.18. **“Service”** or **“Services”** shall mean any MTN product or products listed under Clause 2;
- 1.19. **“Service Call”** means a communication either telephonically ,via email, or via relevant MTN Portal (as per [Table 5 – Reporting an Incident](#)) from the Customer to MTN for the express purpose of reporting an Incident and requesting assistance from MTN;
- 1.20. **“Service Credit”** means an amount payable for non-performance, measured against Service Level Targets, in proportion to the Monthly Service Fee;
- 1.21. **“Service Fee”** means a fixed fee charged by MTN for an MTN provided Service as per the MSA and Service Orders;
- 1.22. **“Service Level”** means a measure of the performance of the Service against the Service Level Targets defined in this SLA;
- 1.23. **“Service Orders”** refers to the form signed by both the Customer and MTN, detailing the Service description, pricing and delivery of the Services provided by MTN to the Customer.
- 1.24. **“Site”** means the Customer’s premises where the Service is being provided;
- 1.25. **“SLA”** means this Service Level Agreement;
- 1.26. **“SLI”** means Service Level Indicator, and refers to a Service Level measurable such as Availability;
- 1.27. **“SLT”** means Service Level Target, and refers to a Service Level Target such as 99.50% for Availability;
- 1.28. **“TTR”** means Time to Resolve, and refers to the time taken from the time that a Trouble Ticket is opened by the Customer, until such time as the Ticket is Resolved, as verified by the Customer;
- 1.29. **“Trouble Ticket”** means a method used by the MTN help desk to record a perceived incident, fault, or query. A unique Trouble Ticket reference number will be raised and given to the Customer and should be used each time the Customer calls in to the help desk for any update or, if appropriate, to inform MTN that the Incident, fault, or query has been Resolved.

2. SERVICES

- 2.1. Any reference to “**Service**” or “**Services**” in this Annexure shall mean any of the below listed MTN products or services.
- 2.2. For detailed descriptions and definitions of the below Services, see the relevant Service Terms and Conditions, which are part of the associated SOF.
- 2.3. The following Services are covered under this SLA:

Table 1 – Layer 2 Services

Layer 2 Services	
1	Wholesale Ethernet Wave Leased Line (PMP Microwave)
2	Wholesale Cloud Connect (Fibre and or PTP Microwave)
3	Wholesale National Long Distance (NLD)

Table 2 – Layer 3 Services

Layer 3 Services	
1	DIA (Dedicated Internet Access)
2	IP Transit

3. SERVICE COVER PERIOD

- 3.1. The following Service Cover Period (“**SCP**”) shall apply, during which time the Service shall be actively measured, managed, and responded to:

Table 3 - Service Cover Period

Site	SCP	Time Zone / Period
All Sites	24/7/365	Central African Time (CAT)

4. INCIDENT MANAGEMENT

4.1. Priority Levels

4.1.1. The table below specifies guidelines as to the Priority Levels associated with each type of Incident:

Table 4 - Priority Levels

Priority	Definition
1	An incident with the highest priority, indicating severe, critical, and acute operational problems that requires immediate attention, limited to the Service being completely unavailable
2	The availability of the Service is restricted, there exists significant or major impact on the Customer's operations and significant disruption of the Customer's operations
3	A minor Incident and a moderate or medium impact on the Customer's operations
4	Incidents relating to minor impact on the Customer's operations or calls relating to general queries and information or minor requests related to the Service

4.2. Reporting an Incident

4.2.1. To report an Incident, the Customer must notify the CSC to open a Trouble Ticket. An Incident without an appropriate Trouble Ticket will not qualify for Service Credits in the event of non-performance.

4.2.2. An Incident can only be reported via the following means:

Table 5 – Reporting an Incident

Report an Incident	
Telephonically	083 123 0000
Via email	wholesaleza@mtn.com
Portal	SRM Portal
Portal	MNS Portal

4.2.3. The following information must be provided when reporting an Incident:

- 4.2.3.1. Type of problem being experienced
- 4.2.3.2. Company Name on account
- 4.2.3.3. Site name (example, E501)
- 4.2.3.4. Site access hours and testing hours
- 4.2.3.5. Circuit ID
- 4.2.3.6. Technical Contact
- 4.2.3.7. Physical Address

4.2.4. Every Trouble Ticket logged goes through a 5-stage life cycle:

Table 6 - Ticket Life Cycle

Type	Details
Open	Ticket logged either manually by the CSC or automatically via a system
In Hand	Ticket has been allocated to an engineer and the engineer has taken the ticket in-hand
Restored	Service has been restored either via resolving the problem or implementing a work around
Resolved	Incident has been successfully resolved
Cleared	The CSC has confirmed with the Customer that the incident has been successfully resolved and the Customer has given the CSC the go ahead to clear the ticket

4.2.5. Once a ticket has been updated and saved, no prior information can be over-written, ensuring a full, time stamped, audit trail.

4.2.6. If the Customer, at any point, wishes to escalate a problem, either because of the urgency of the problem, or because they feel that the problem is not being given the priority it deserves, the following procedure must be followed:

4.2.6.1. Contact the CSC with the reference number and request that the call be escalated.

4.2.6.2. If for whatever reason the Customer feels this to be inappropriate, the Customer may contact the contacts listed in the escalation matrix below. The CSC Manager will take the necessary steps to ensure that the call receives the appropriate priority and/or attention.

4.2.6.3. Please note:

4.2.6.3.1. Ensure the following lines of escalations are followed for prompt responses and that you have a valid Trouble Ticket Number.

4.2.6.3.2. Allow for a reasonable time frame to pass from initial request logged before escalating a ticket.

4.2.6.3.3. When contacting any of the above escalation points, please do not call from a 'Private Number' as MTN will not be able to return your call promptly with respective updates or feedback.

4.2.6.4. The escalation contacts and procedures are as follows:

Table 7 - Escalation Contacts (Business Hours)

Escalation Contacts (Business Hours)			
Level	Position	Contact Number	Email Address
L0	For Ticket Logging Only [24/7]	083 123 0000	SRM Portal or wholesaleza@mtn.com
L1	MNS Desk - 24/7 Support (Follow-up on Existing Trouble Tickets)	+27 83 123 0000	MNSDesk.za@mtn.com
L2	MNS Support Supervisor 1	+27 87 260 3969	-
	MNS Support Supervisor 2	+27 87 740 0670	-
L3	MNS Support Manager	+27 87 740 0698	-

Table 7 - Escalation Contacts (Business Hours)

Escalation Contacts (Business Hours)			
Level	Position	Contact Number	Email Address
L4	Escalation Senior Manage	+27 87 740 0244	-

Table 8 - Escalation Contacts (Outside Business Hours)

Escalation Contacts (Outside Business Hours)			
Level	Position	Contact Number	Email Address
L0	For Ticket Logging Only [24/7]	+27 83 123 0000	SRM Portal or wholesaleza@mtn.com
L1	MNS Desk - 24/7 Support (Follow-up on Existing Trouble Tickets)	+27 83 123 0000	MNSDesk.za@mtn.com
L2	Afterhours Duty Manager	+27 87 740 0139	-
L3	Escalation Manager	+27 87 740 0140	-
L4	Escalation Senior Manager	+27 87 740 0244	-

5. SERVICE LEVEL INDICATORS

5.1. General

5.1.1. All measurements apply within the applicable SCP. All SLI and SLT calculations shall only consider time within the SCP.

5.2. Availability

5.2.1. Site and or Access Circuit Availability

5.2.1.1. The Customer **MUST** report a problem through opening a Trouble Ticket with MTN's Customer Support desk as described under Clause 4. Such Trouble Tickets will be used when calculating Site, Circuit, or Service Availability.

5.2.1.2. Site and or Access Circuit Availability is calculated in relation to Priority 1 Incidents only;

5.2.1.3. Monthly Site Availability Calculation (%) =

$$\frac{\text{Actual SCP Availability} + \text{Scheduled Maintenance} + \text{Agreed Exclusions}}{\text{Actual SCP minutes in the Month}} \times 100$$

5.3. Incident

5.3.1. MTTR

5.3.1.1. MTTR is calculated per month, using the following formula:

$$\frac{\text{Cumulative Resolve Time of Priority 1 Trouble Tickets per Site, Circuit, or Service during the SCP}}{\text{Total number of Priority 1 Trouble Tickets per Site, Circuit, or Service during the SCP}}$$

5.4. Agreed Exclusions

5.4.1. The following exclusions apply to all obligations of MTN contained in this SLA in so far as it pertains to the performance of Service Level Indicators and Targets:

5.4.1.1. Any act or omission on the part of Customer, its contractors or vendors, or any other entity over which the Customer exercises control or has the right to exercise control.

5.4.1.2. Scheduled Maintenance, as defined under Clause 0 below.

5.4.1.3. Unavailability of service or performance issues related to non-MTN provided equipment or Access Circuit at a Customer's premises.

5.4.1.4. Unavailability due to a power failure at the Customer's premises.

5.4.1.5. If the root cause of MTN's failure to meet a Service Level Target was a factor outside of the reasonable control of MTN, including but not limited to:

5.4.1.5.1. Load Reduction

5.4.1.5.2. Load Shedding

5.4.1.5.3. Extended power failures that fall outside the scope of Load Reduction and Load Shedding

-
- 5.4.1.5.4. Vandalism, damage, or theft of equipment and infrastructure utilized by MTN to provide the Service
 - 5.4.1.5.5. Non MTN Infrastructure that inhibits the line of site needed to provide a Service that utilises Microwave as an Access Circuit
 - 5.4.1.6. Instances of Force Majeure, as defined in the Master Service Agreement.
 - 5.4.1.7. MTN excludes from the measurement of Trouble Ticket duration any time identified on the Trouble Ticket as “Customer Time”, which is any time attributable to or caused by the following:
 - 5.4.1.7.1. Incorrect or incomplete callout information provided by the Customer that prevents MTN from completing the trouble diagnosis and restoration of the Service.
 - 5.4.1.7.2. MTN, or its duly authorized representatives, being denied access to service components at the Customer Site when access is required to complete trouble shooting, repair, restoration, diagnosis or acceptance testing.
 - 5.4.1.7.3. Customer’s failure or refusal to release the Service for testing.
 - 5.4.1.7.4. Customer is unavailable to verify that the Service has been restored, thereby denying MTN the opportunity to close the Trouble Ticket.
 - 5.4.1.8. Service Availability measurements do not include periods of Service Outage resulting in whole or in part from one or more of the following causes:
 - 5.4.1.8.1. Any act or omission on the part of any third party other than an MTN affiliate or a local access provider.
 - 5.4.1.8.2. Periods of Service degradation, such as slow data transmission.
 - 5.4.1.8.3. Customer inquiry for circuit monitoring.

6. MAINTENANCE

6.1. Scheduled

- 6.1.1. Scheduled Maintenance is an event for purposes such as Network maintenance, and/or as a result of Network re-design/re-configuration activities (“maintenance”). MTN shall give the Customer 7 (seven) days’ notice prior to such maintenance being performed. MTN shall ensure that the maintenance will be carried out in a maintenance window/s as defined in [Table 9 – Maintenance Windows](#) below. If the maintenance only affects the Service provided to the Customer and no other MTN customer, it shall not be unreasonable for the Customer to request that the planned outage event be delayed, provided that the Customer approves such outage event taking place within a period not exceeding 48 (forty eight) hours after the time originally proposed by MTN for the maintenance, and MTN agreeing to the said request. Scheduled Maintenance periods shall be excluded from final SLA calculations.

[Table 9 – Maintenance Windows](#)

Type	Window
Software upgrade	Between 23h00 and 05h00
Hardware upgrade	Between 23h00 and 05h00
Hardware change that requires climbing	During daytime
Hardware change – (Special property access/security restrictions etc)	During daytime
MTN Transport and Core Network Capacity Upgrade	During daytime
TX route upgrades	Between 23h00 and 05h00

6.2. Emergency

- 6.2.1. It should be noted that Emergency Maintenance could be necessary from time to time. In such cases, MTN shall endeavour to inform the Customer as soon as possible. Emergency Maintenance periods shall not be excluded from final SLA calculations.

7. SERVICE LEVEL TARGETS

7.1. Layer 2 Availability

Table 10 – Layer 2 Availability SLT's

Site Classification	Availability			
	Single Circuit		Dual Circuits *	
	Metro	Non-Metro	Metro	Non-Metro
Wholesale Ethernet Wave Leased Line (PMP Microwave)	98.00%	94.00%	99.50%	99.50%
Wholesale Cloud Connect (Fibre and or PTP Microwave)	99.00%	95.00%	99.50%	99.50%
Wholesale National Long Distance (NLD)	99.00%	95.00%	99.50%	99.50%

* Dual Circuits must follow separate distinct paths with no downstream convergence to qualify as "Dual Circuits". If paths do converge, each circuit shall be classified as a Single Circuit.

7.2. Layer 3 Availability

- 7.2.1. In instances where a Layer 3 Service is provided on a Layer 2 Service listed under [Table 10 – Layer 2 Availability SLT's](#), the relevant Layer 2 SLT shall take preference. For avoidance of doubt, if for example the Layer 3 DIA Service with an SLT of 99.50% is provided on top of the Layer 2 NLD Service in a Metro area, which has an SLT of 99.00%, then the DIA Service SLT shall be 99.00%.

Table 11 – Layer 3 Availability SLT's

Service	Availability
CIA (Cloud Internet Access)	As per Wholesale Cloud Connect in Table 10 – Layer 2 Availability SLT's Table 10
DIA (Dedicated Internet Access)	99.50%
IP Transit	99.50%

7.3. MTTR

Table 12 – MTTR SLT's

Site Classification	MTTR			
	Single Circuit		Dual Circuits *	
	Metro	Non-Metro	Metro	Non-Metro
Wholesale Ethernet Wave Leased Line (PMP Microwave)	12 Hours	16 Hours	4 Hours	8 Hours
Wholesale Cloud Connect (Fibre and or PTP Microwave)	12 Hours	16 Hours	4 Hours	8 Hours
Wholesale National Long Distance (NLD)	12 Hours	16 Hours	4 Hours	8 Hours

Table 12 – MTR SLT's

Site Classification	MTR			
	Single Circuit		Dual Circuits *	
	Metro	Non-Metro	Metro	Non-Metro
CIA (Cloud Internet Access)	12 Hours	16 Hours		
DIA (Dedicated Internet Access)	12 Hours	16 Hours		
IP Transit	12 Hours	16 Hours		
* Dual Circuits must follow separate distinct paths with no downstream convergence to qualify as "Dual Circuits". If paths do converge, each circuit shall be classified as a Single Circuit.				

9. FAILURE TO MEET SERVICE LEVEL TARGETS

9.1. General

- 9.1.1. MTN's non-achievement of the SLT's will entitle the Customer to receive a Service Credit, subject to Clause 9.1.319.
- 9.1.2. Service Credits for non-performance are calculated on a monthly basis, subject to Clause 9.1.319..
- 9.1.3. Claims against non-performance by MTN can only be instituted by the Customer via writing (letter or email), addressed to the Customer's MTN Account Manager, or agreed at the monthly SLA meeting, as may be agreed between the Customer and MTN.
- 9.1.4. Service Credits that are not claimed within the month following the month of non-performance shall be forfeited by the Customer.
- 9.1.5. The Customer can only claim Service Credits against Services that are being billed for.
- 9.1.6. No Service Credits will be payable should the Customer be indebted to MTN for any Service Fee for a period exceeding 60 (sixty) calendar days, unless the Customer has lodged an official billing dispute with MTN, in writing, and MTN is responsible for the delay in resolving the dispute. Service Credits that are due shall be held back until such time as the dispute has been resolved.

9.3. Amount at Risk %

- 9.3.1. The Amount at Risk % available for Service Credits in terms of this SLA shall be specified under [Table 13 - Amount at Risk % Allocation](#).
- 9.3.2. The Amount at Risk % shall be associated with the Monthly Service Fee for the directly affected Site, CPE or Access Circuit, for that specific month.
- 9.3.3. The Amount at Risk % shall be the Maximum Service Credit % and shall be the sole and exclusive remedy available to the Customer with respect to any and all damages, arising from this SLA.
- 9.3.4. The Amount at Risk % shall be apportioned as reflected in the table below:

Table 13 - Amount at Risk % Allocation

Amount at Risk %	Allocation	
	Availability %	MTTR
15%	100%	30%

9.4. Availability

Table 14- Availability Service Credits

Criteria	Calculation	
1. Applies only to the Customer Site where the outage occurred. 2. Applies to the Monthly Service Fee of the directly affected Service only.	SLT breached by between (%)	Service Credit (%)
	0.01 and 1.00	10
	1.01 and 2.00	20
	2.01 and 3.00	30
	3.01 and 4.00	40
	4.01 and 5.00	60
	5.01 and 6.00	80

Table 14- Availability Service Credits

Criteria	Calculation	
	6.01 +	100

2.1. Incident

Table 15 - Incident Service Credits

Criteria	Calculation		
1. Applies to relevant Trouble Tickets per Site or circuit per month, and is based on the defined Priority Levels 2. Applies to the Monthly Service Fee of all affected Sites or Circuits only.	Mean Time to Resolve (MTTR)		
	Priority	Above SLT	Service Credit
	1	Every 1 Hour above SLT	5% of Incident %