Service Level Agreement (SLA)

SPITFIRE®

Version History

Version	Revision Date	Status	Editor	Approval	Notes
1.0	20121113	Superseded	BTH	HASB, JRO, TF	Initial release.
2.0	20160415	Superseded	MLJ	HASB	Second release.
2.1	20180215	Superseded	MLJ	HASB	Maintenance release.
2.2	20211025	Superseded	MLJ	HASB	Maintenance release to include improved TTB Ethernet performance targets.
2.3	20211210	Current	MLJ	HASB	Merged-in SIP Hosted PBX Addendum Merged-in FTTC Ethernet Addendum Added FTTC Ethernet SO Updated content in place of obsolete hyperlinks

This Service Level Agreement is effective from 10/12/2021.

Previous (superseded) versions of this Service Level Agreement are available by request via support@spitfire.co.uk.

Please always ensure you are viewing the latest version of the Spitfire Service Level Agreement - available via the Spitfire website at: http://www.spitfire.co.uk/support/terms-and-conditions/

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Overview

Introduction

Spitfire is a Telecommunications and Internet Solutions Provider that delivers a business class service to its customers. This Service Level Agreement (SLA) sets out the contractual service definitions for the various products supplied, including support case target timescales, product performance targets, and the availability of Service Credits.

This SLA covers Target Response and Target Clearance times for Spitfire support cases, which may include faults and other support requests. If Customers feel that these targets are not suitable for their business needs they should consider upgrading their Service Level and/or installing backup services that fully meet their needs. This SLA should help Customers to decide on the most appropriate solution for their individual business needs but Customers can also contact their Spitfire Account Manager for further information and assistance.

What Products are Covered by the SLA?

This SLA covers all products, from robust and reliable connections such as Ethernet and ISDN30e, through to lower cost circuits like ADSL (broadband) that are more likely to fail occasionally. Spitfire suggests that where an Internet connection and email is crucial to the Customer's business they upgrade to the most reliable product that they can afford.

Customers should note that sometimes one or more products are combined to deliver the end solution. For example, the ADSL product requires an analogue line. Spitfire recommends Customers take the time to understand all of the components of the end solution, and the associated support case target timescales and performance targets, as detailed within this SLA.

Service Credits

As far as Spitfire is aware, it is the only Business Communications Provider to offer a full SLA backed up by Service Credits on every ISP and TDM circuit. Please see the Service Credits section of this SLA for more information.

Backup Circuits

Spitfire recommends all Customers consider the impact of being without Internet access, emails, or their telephone service for a week or more. Such a loss of service can be critical for a Customer's business. A time related Service Credit of £10.00 for a one week failure, for example, will not compensate the Customer's business against this failure, hence the importance that the Customer considers backup circuits, and has a clear understanding of how to implement them.

To help Customers to protect their business Spitfire offers a full range of heavily discounted backup ISP circuits, often on a differing core network for improved resilience. These backup products are available from as little as £7.00 per month for a Standard ADSL circuit and £10.00 per month for a Business ADSL circuit, and in some cases may even be offered free of charge.

A Spitfire backup ISP circuit provides a robust and affordable backup solution and it is strongly recommended that Customers have a working backup in place. It is the Customer's responsibility to ensure backup solutions are tested on a monthly basis by whoever has responsibility for their IT, that any backup solutions work as expected, and that the Customer's staff understand how to effect any required failover.

Customer Contact and Updates – Keeping the Customer Informed (KCI)

Spitfire understands that one of the most frustrating issues when dealing with any support team is not being kept up-to-date with the latest information. Spitfire Support has a policy of Keeping the Customer Informed (KCI) which defines how often we aim to contact the Customer during a support case. Spitfire has put together Target KCI contact schedules for each product. Spitfire will normally contact the Customer as soon as we have any new information, and at a minimum, within the Target KCI update time specified for each product. Customers are able to opt out of the standard Target KCI ratios provided for each product if preferred. Spitfire also provides access to our online Case Tracker which allows Customers to view the status of their support case at any time. Customers should be assured that Spitfire will be doing all we can to progress the support case in line with the various targets detailed within this SLA.

The proactive Target KCI contact schedules defined in this SLA apply from 08:00-17:59 during Spitfire Support Office Hours. Outside of these times Spitfire offers a reactive KCI service to customers.

Support Case Categories

Throughout this SLA each section provides separate Target Response and Target Clearance times for the four support case categories:

- System Failure (FLT_SF) – a fault where there is no service (following a previously working service).
- Major Faults (FLT_MAJ) – a fault that has a significant impact on the service.
- Minor Faults (FLT_MIN) – a non-critical fault that does not significantly impact the service.
- Others – covering support requests that are not fault related, such as 'Adds, Moves and Changes'.

Please note that only support cases classed as System Failure that breach the Target Clearance time may qualify for Service Credits. Spitfire have included Target Response times and Target Clearance times for Major Faults, Minor Faults & Other requests for the sake of completeness but no credits will be paid in relation to these issues.

Customers may enquire with a Spitfire Support Technician as to the categorisation of their support case, or by viewing our online Case Tracker, the details of which are supplied to the customer via Email after raising a support case.

Explanation of Terms Used in this SLA

"Spitfire Support Office Hours" refers to 08.00 – 20.00 hrs Monday – Friday (excluding public holidays). Where 24 December is not a Saturday nor a Sunday, "Spitfire Support Office Hours" during that day is re-defined as 08.00 – 16.00 hrs. Where 27, 28, 29, 30 or 31 December is not a Saturday nor a Sunday, nor a public holiday, "Spitfire Support Office Hours" is re-defined during those days as 09.00 – 17.00 hrs.

"Out of Office Hours" refers to time periods outside of Spitfire Support Office Hours.

"Parked Time" or "Pending Time" refers to periods of time during a support case where Spitfire is not actively working on a support case due to Spitfire awaiting required Customer action. These time periods do not count towards the Target Clearance times detailed within this SLA.

"Clear Proposal" normally refers to the action taken by Spitfire Support in proposing to a Support Case Contact that a support case is believed to be resolved. A "Clear Proposal" may also include instances where, after a number of attempts to make contact with the Support Case Contact, it has not been possible to proceed. In either case, the support case enters a Close-Pending state.

"RETEST" or "Close-Pending" refers to periods of time during a support case following a Clear Proposal, until such a time as a Support Case Contact Rejects the Clear Proposal, or the support case times-out in the absence of a response, normally after 3 working days. These periods of time are Parked Time. Where a Support Case Contact Rejects a Clear Proposal then a support case re-enters its normal state and Parked Time ends.

"Clearance Time" or "Clock Hours" refers to the elapsed time from when an individual support case reference is issued, to the ultimate Clear Proposal under that support case, minus any applicable Parked Time. This may be abbreviated to "clk hrs". This may include time periods during both Spitfire Support Office Hours and Out of Office Hours, but does not include periods defined as outside the specific product's Support Hours defined within this SLA.

"Support Hours" or "Work Hours" refers to the time periods during which normal support is offered, and is defined per product within this SLA. Target Response times detailed in this SLA apply during these times and are labelled as "wk hrs" or "wk mins".

"AM appointment" is from 08.00 to 12.59 hrs.

"PM appointment" is from 13.00 – 17.59 hrs.

"Response" refers to the first action taken by Spitfire to progress a support case.

"Clearance" refers to the closure of a support case, and normally, the resolution of an issue, but may also include instances where Spitfire believes an issue has been proven outside Spitfire's and/or the supplier's domain.

"Support Case Contact" refers to the Customer, Spitfire Partner, or some other party who raised a support case and, by default, remains the primary contact throughout the duration of a support case.

"Site Access" refers to the un-impeded access to the Customer's site by Spitfire or a supplier, including but not limited to the Distribution Point (DP), Network Termination Equipment (NTE) and Customer Premises Equipment (CPE). In order to provide Site Access the Support Case Contact will need to follow all instructions during a support case.

"ISP" refers to Internet Service Provision.

"EONWD" refers to End of Next Working Day. A Working Day in this context is defined under the specific Openreach Service Level, detailed within this SLA.

"EONHWD" refers to End of Next Half Working Day. A Working Day in this context is defined under the specific Openreach Service Level, detailed within this SLA.

Where detailed, unless specified otherwise, all charges are exclusive of VAT.

Parked Time Impact on Clearance Time

Parked Time, or Pending Time, refers to periods of time during a support case where Spitfire is not actively working on a support case, awaiting action or a response by the Support Case Contact. These time periods do not count towards the Target Clearance times detailed within this SLA. Should Spitfire ask the Support Case Contact to perform some action, the repair clock effectively stops until they respond to advise that the requested action has been completed. For example, if Spitfire asks for a router to be rebooted at 17.00 hrs and we are not advised that this has been completed until 11.00 hrs the following day, then the Parked Time will have increased by 18 hours. The Clearance Time is calculated as the elapsed time during Support Hours from when an individual support case reference is issued, to the ultimate Clear Proposal under that support case, minus any applicable Parked Time during Support Hours.

Parked Time also includes (but is not limited to) the following scenarios: the time between the earliest supplier offered engineering appointment and the appointment accepted by the customer, the time between Spitfire dispatching a replacement router and the router being confirmed connected to the customer circuit, and any timeframe that site access is denied for an engineer until the engineer is subsequently able to attend site (i.e. not allowing 24 x 7 site access).

24/7 Support

Customers with products that include support outside of Spitfire Support Office Hours, as defined under Support Hours in this SLA, can take advantage of Spitfire Support's twenty-four hours a day, seven days a week service. Examples of products that include support Out of Office Hours are Wholesale Line Rental circuits with Service Level 2 or higher, or ISP DSL products with Total Care, Total Care Plus or Enhanced Care. In addition, all Ethernet products include support Out of Office Hours.

Support requests for other products should normally only be raised for investigation by Spitfire Support during Spitfire Support Office Hours. Outside of these hours Spitfire Support may be able to assist on a case by case basis however this will normally incur a charge and is subject to availability. Please see the Spitfire Support section of this SLA for more information on raising support cases.

Full details of the Support Hours for each product are detailed within this SLA.

Matters Beyond Our Reasonable Control (MBORC)

Please note this SLA is subject to change and exclusions may apply to Matters Beyond Our Reasonable Control (MBORC) as declared by Spitfire or our suppliers, subject to OFCOM guidelines. A "Major Service Outage", "Service Incident" or "MSO" is normally defined as an MBORC.

1 Wholesale Line Rental and Calls

Detailed below are the Target Response and Target Clearance times for Spitfire's range of telephone line services. This covers analogue lines, ISDN2e circuits and ISDN30e circuits. Please see the Spitfire Core Network Services section of this SLA for more information about our Least Cost Routing (LCR) discounted calls service.

Please note that while a single analogue line may not be vital to a Customer's business in itself, it may support an essential service such as ADSL, SDSL M or RedCare alarm monitoring. Customers should bear in mind the effect on their business should these services fail due to a telephone line fault. Consequently, where applicable, Customers should ensure the Target Clearance time on their analogue line is at least as good as the Target Clearance time of the service it supports.

There are two service types for single analogue lines; Standard & Premium. Standard is a low cost variant that includes Service Level 1 as standard. The Service Level on a Standard line may be upgraded.

All multi-line analogue, ISDN2e and ISDN30e services are only available as Premium services, and single analogue lines are optionally available as Premium services, all of which come with Service Level 2 as standard. The Service Level may be upgraded.

Since the Target Clearance times are impacted according to the Service Level taken out on a circuit, as a minimum, Spitfire recommends Service Level 2 as standard for non-critical normal business lines, and upgrading to Service Level 3 or 4 for lines that are mission critical.

The Target Clearance time is determined according to the Service Level taken out on the particular product.

Spitfire Wholesale Line Rental Response and Clearance Targets								
	Target Response Times				Target Clearance Times			
Service Level	System Failure	Major Faults	Minor Faults	Others	System Failure	Major Faults	Minor Faults	Others
Service Level 1	30 wk mins	2 wk hrs	4 wk hrs	1 hr	EONWD+1	n/a	n/a	n/a
Service Level 2†	30 wk mins	2 wk hrs	4 wk hrs	1 hr	EONWD	n/a	n/a	n/a
Service Level 3	30 wk mins	2 wk hrs	4 wk hrs	1 hr	EONHWD	n/a	n/a	n/a
Service Level 4	30 wk mins	2 wk hrs	4 wk hrs	1 hr	6 clock hrs	n/a	n/a	n/a

†Analogue *Premium* Single Lines (which include Service Level 2 as standard) will receive higher on-the-day priority by Openreach, including Saturdays, compared with Analogue *Standard* Single Lines with Service Level 2. In some instances Analogue *Premium* Single Lines (with Service Level 2 as standard) may be referred to as Service Level 2.5.

The Target Clearance times for the different Service Levels are detailed further with the below System Failure examples.

Spitfire Wholesale Line Rental Clearance Targets – System Failure Detail			
Service Level	Target Clearance	Working Days Definition	Examples
1	EONWD+1: *End of Next Working Day plus an additional Working Day*	Monday to Friday, excluding Public and Bank Holidays	*Example 1: report Wednesday, Target Clearance 19:59 Friday.* *Example 2: report Thursday, Target Clearance 19:59 Monday.* *Example 3: report Friday, Target Clearance 19:59 Tuesday.*
2	EONWD: *End of Next Working Day*	Monday to Saturday, excluding Public and Bank Holidays	*Example 1: report Friday, Target Clearance 23:59 Saturday.* *Example 2: report Saturday, Target Clearance 23:59 Monday.*
3	EONHWD: *End of Next Half Working Day (either 12:59 or 23:59)*	Monday to Sunday, including Public and Bank Holidays. Engineers only work 07:00 hrs to 21:00 hrs.	*Example 1: report by 12:59, Target Clearance by 23:59 the same day.* *Example 2: report after 13:00, Target Clearance by 12:59 the next day.*
4	Within 6 clock hours	Any time of day, any day of the year	*Example 1: report 09:00, Target Clearance by 14:59 the same day.*

Spitfire Wholesale Line Rental Support Hours		
Service Level	Customers May Raise A New Support Case	Spitfire Support Will Progress A Support Case
All Faults (System Failures, Major Faults, Minor Faults)		
Service Level 1	Mon-Fri 08:00-19:59 (excl. Bank/Public Holidays)	Mon-Fri 08:00-19:59 (excl. Bank/Public Holidays)
Service Level 2	Mon-Sat 00:00-23:59 (excl. Bank/Public Holidays)	Mon-Sat 00:00-23:59 (excl. Bank/Public Holidays)
Service Level 3	Everyday 00:00-23:59 (incl. Bank/Public Holidays)	Everyday 00:00-23:59 (incl. Bank/Public Holidays)
Service Level 4	Everyday 00:00-23:59 (incl. Bank/Public Holidays)	Everyday 00:00-23:59 (incl. Bank/Public Holidays)
All Other Support Requests		
Service Level 1	Mon-Fri 08:00-19:59 (excl. Bank/Public Holidays)	Mon-Fri 08:00-19:59 (excl. Bank/Public Holidays)
Service Level 2	Mon-Fri 08:00-19:59 (excl. Bank/Public Holidays)	Mon-Fri 08:00-19:59 (excl. Bank/Public Holidays)
Service Level 3	Mon-Fri 08:00-19:59 (excl. Bank/Public Holidays)	Mon-Fri 08:00-19:59 (excl. Bank/Public Holidays)
Service Level 4	Mon-Fri 08:00-19:59 (excl. Bank/Public Holidays)	Mon-Fri 08:00-19:59 (excl. Bank/Public Holidays)

N.B. Openreach engineering appointments are subject to availability. Where the Customer fails to provide 24/7 Site Access then the Support Case Investigation times may change accordingly.

Please note that if Openreach need to attend site the Customer will need to provide Site Access at their own cost. Should Openreach not be able to make contact, or gain Site Access, the Service Level will default to the lowest level on the line type i.e. Service Level 1 on a Standard Line and Service Level 2 on a Premium Line, increasing the Target Clearance time, and potentially incurring charges. The typical Missed Appointment Fee (or Abortive Visit Charge; AVC) is £100. Please see the Spitfire Support section of this SLA for more information on Openreach Engineers.

It should be specifically noted that if Service Level 4 has been purchased for a product, but the Support Case Contact is unable to confirm 24 x 7 Site Access availability at the point of logging a support case with Spitfire, the Service Level will default to the lowest level available for the product type.

Where defaulting to the lowest Service Level, this will apply for the entire duration of the support case, with the reversion to the normal Service Level only possible after Clearance and after all applicable supplier tickets have timed out.

Spitfire strongly recommends a Disaster Recovery (DR) Plan for critical lines. Customers should take note that, while most faults will be cleared within the Target Clearance time, our experience is that a minority of faults may take a week or more to rectify. A DR Plan might include the use of alternative sites to receive telephone calls, or alternative lines at the same site. Customers should consider what would happen if their main site were to become unusable, for example due to a power failure, a telephone system failure, or simply due to telephone lines being down. All of these scenarios require a slightly different response in order to keep a business up and running. Customers should contact their Spitfire Account Manager for assistance with an appropriate DR Plan.

Wholesale Line Rental KCI Targets

Wholesale Line Rental KCI Targets								
	KCI - Customer Update Frequency				KCI - Contact Ratio (call/electronic)			
Product Name	System Failure	Major Faults	Minor Faults	Others	System Failure	Major Faults	Minor Faults	Others
Analogue Standard Line	4 hrs	4 hrs	4 hrs	n/a	1:1	1:2	1:3	n/a
Analogue Premium Line	4 hrs	4 hrs	4 hrs	n/a	1:1	1:2	1:3	n/a
ISDN2e	3 hrs	3 hrs	4 hrs	n/a	1:1	1:2	1:3	n/a
ISDN30e / DASS2	2 hrs	2 hrs	4 hrs	n/a	1:1	1:2	1:3	n/a

Telephony Fraud

There are currently significant levels of telephone fraud occurring and the frequency and value is increasing. Please see the Security & Fraud section of this SLA for more information.

2   Internet Service Provision

Ethernet services have become the UK's standard for business Internet connectivity – these services have some of the best Target Clearance times in the market. Spitfire recommends that Customers who rely on the Internet use Ethernet services due to their reliability, throughput capabilities, and quality, providing uncontended bandwidth for each circuit.

Spitfire also runs a business-only DSL network. DSL-based Internet services (including variants, such as ADSL Max, ADSL 2+, Annex M, SDSL, SDSL M and VDSL) are designed to provide lower cost Internet access, but Customers choosing these services will not benefit from the advantages of Ethernet.

2.1   Ethernet (including Private Circuits and Leased Lines)

Ethernet is available over a number of access options. Fibre Ethernet, also known as FibreStream, and Ethernet Access Direct (EAD) are fibre-delivered access circuits, Ethernet in the First Mile (EFM), also known as CopperStream, is delivered over multiple copper pairs bonded together to deliver the required bandwidth. There are also a number of other Private Circuits and Leased Lines.

Ethernet Performance Targets

Circuit Type	Max Download / Upload Speeds	Uncontended Throughput	Target Uptime	Max Packet Loss Target	Latency Target	Jitter Target
Ethernet First Mile (EFM)	As quoted speed	100%	99.95%	0.01%	<10ms	<3ms
Fibre Ethernet	As quoted speed	100%	100%	0.01%	<10ms	<3ms
Fibre Ethernet (TTB)	As quoted speed	100%	100%	0.5%	<40ms	<25ms
Fibre Ethernet (VMB)	As quoted speed	100%	100%	0.01%	<15ms	<8ms
Ethernet Access Direct (EAD)	As quoted speed	100%	100%	0.01%	<10ms	<3ms
Private Circuits and other Leased Lines	No Target	No Target	No Target	No Target	No Target	No Target
Non-UK based Ethernet services	No Target	No Target	No Target	No Target	No Target	No Target

Please note that the Target Uptime figure represents circuit End-to-End Target Service Availability and is calculated as the average over a calendar month. Performance Targets refer to data transfer within the Spitfire Core Network. Customers should note that it is not possible to regulate traffic traversing the public Internet.

Ethernet Target Response and Target Clearance

Spitfire Ethernet Target Response and Target Clearance								
	Target Response Times				Target Clearance Times			
Product Name	System Failure	Major Faults	Minor Faults	Others	System Failure	Major Faults	Minor Faults	Others
Ethernet First Mile (EFM)	30 wk mins	2 wk hrs	4 wk hrs	1 wk hr	7 clock hrs	n/a	n/a	n/a
Fibre Ethernet	30 wk mins	2 wk hrs	4 wk hrs	1 wk hr	5 clock hrs	n/a	n/a	n/a
Ethernet Access Direct (EAD)	30 wk mins	2 wk hrs	4 wk hrs	1 wk hr	5 clock hrs	n/a	n/a	n/a
Private Circuits and other Leased Lines	30 wk mins	2 wk hrs	4 wk hrs	1 wk hr	8 clock hrs	n/a	n/a	n/a
Non-UK based Ethernet services	No Target	No Target	No Target	No Target	No Target	No Target	No Target	No Target

Service affecting issues where the Customer may experience a deterioration in service which does not meet Spitfire's definition of a System Failure, for example the loss of one or more copper pairs comprising an Ethernet First Mile (EFM) circuit, will normally be classed as a Major Fault.

Spitfire Ethernet Support Hours		
Product Name	Customers May Raise A New Support Case	Spitfire Support Will Progress A Support Case
All Faults (System Failures, Major Faults, Minor Faults)		
All Products	Everyday 00:00-23:59	Everyday 00:00-23:59
All Other Support Requests		
All Products	Mon-Fri 08:00-19:59	Mon-Fri 08:00-19:59

N.B. supplier engineering appointments are subject to availability. Where the Customer fails to provide 24/7 Site Access then the Support Case Investigation times may change accordingly.

Ethernet Target KCIs

Spitfire Ethernet KCI Targets								
	KCI - Customer Update Frequency				KCI - Contact Ratio (call/electronic)			
Product Name	System Failure	Major Faults	Minor Faults	Others	System Failure	Major Faults	Minor Faults	Others
All Products	2 hrs	2 hrs	4 hrs	n/a	1:1	1:2	1:3	n/a

FTTC Ethernet

FTTC Ethernet (B) is a product that uses an analogue copper bearer line (WLR) and overlying Fibre to the Cabinet (FTTC) VDSL service in order to connect to the Ethernet network. Please see the Wholesale Line Rental and Calls section of the SLA for more information on WLR. Neither FTTC Ethernet SO (B) nor FTTC Ethernet (T) require a separate underlying copper bearer line (WLR) as the copper pair is included with the product. FTTC Ethernet's performance targets require specific CoS configuration on both the Customer's router and on routers within the Spitfire Core Network.

Customers should understand that FTTC Ethernet, as a copper based product, is affected by the bearer analogue line cable length. The further the Customer is located from their Telephone Exchange, the slower the stable speed they will be likely to attain. Additionally, some Customers may find that occasional drops in connection will occur due to changing line characteristics, cable degradation, or other factors like Repetitive Electrical Impulse Noise (REIN) or Single Hit Impulse Noise (SHINE). Requesting Openreach access network improvements for the purpose of increasing speed or stability, or to assist with the diagnosis of electrical interference where no potential Copper Line Fault has been detected by Spitfire Support, is normally possible, but will normally be classed as improvement work and will be chargeable.

Customers should note that, unless they take an FTTC Ethernet SO variant or FTTC Ethernet (T), where a support case investigates issues concerning the bearer analogue line (WLR) then the FTTC Ethernet support case will normally be Parked while the bearer analogue line investigation progresses in line with the relevant Target Clearance times.

FTTC Ethernet Performance Targets

Spitfire FTTC Ethernet Services Performance Targets								
	Etherflow	Maximum Prioritised Traffic Allocation^^	Max Downstream	Max Upstream	Prioritised Traffic Throughput^	Max Packet Loss Target^	Max Latency Target^	Max Jitter Target^
Spitfire BT Wholesale Products								
FTTC Ethernet (B)	20 Mb/s	1 Mb/s	The lesser of: (1) the Downstream DSL BRAS Profile or (2) the Etherflow	The Upstream DSL BRAS Profile	Marked traffic up to the Maximum Prioritised Traffic Allocation	0.01 %	<10 ms	<3 ms
FTTC Ethernet SO (B)	20 Mb/s	1 Mb/s	The lesser of: (1) the Downstream DSL BRAS Profile or (2) the Etherflow	The Upstream DSL BRAS Profile	Marked traffic up to the Maximum Prioritised Traffic Allocation	0.01 %	<10 ms	<3 ms
FTTC Ethernet Max (B)	80 Mb/s	4 Mb/s	The lesser of: (1) the Downstream DSL BRAS Profile or (2) the Etherflow	The Upstream DSL BRAS Profile	Marked traffic up to the Maximum Prioritised Traffic Allocation	0.01 %	<10 ms	<3 ms
FTTC Ethernet Max SO (B)	80 Mb/s	4 Mb/s	The lesser of: (1) the Downstream DSL BRAS Profile or (2) the Etherflow	The Upstream DSL BRAS Profile	Marked traffic up to the Maximum Prioritised Traffic Allocation	0.01 %	<10 ms	<3 ms
Spitfire TalkTalk Business Products								
FTTC Ethernet (T)	80 Mb/s	4Mb/s	The lesser of: (1) the Downstream DSL BRAS Profile or (2) the Etherflow	The Upstream DSL BRAS Profile	Marked traffic up to the Maximum Prioritised Traffic Allocation	1 %	<80 ms	<45 ms

^The FTTC Ethernet Performance Targets apply to the proportion of traffic which is included within the Prioritised Traffic Allocation.
^^The FTTC Ethernet Prioritised Traffic Allocation is 5% of the Etherflow. So for a 20 Mb/s Etherflow, where the BRAS Profile is at least 1 Mb/s, the FTTC Ethernet Performance Targets apply to 1 Mb/s of total throughput. For an 80 Mb/s Etherflow, where the BRAS Profile is at least 4 Mb/s, the FTTC Ethernet Performance Targets apply to 4Mb/s of total throughput.

FTTC Ethernet Target Response and Target Clearance

Spitfire FTTC Ethernet Services Target Response and Target Clearance								
	Target Response Times				Target Clearance Times			
Product Name	System Failure	Major Faults	Minor Faults	Others	System Failure	Major Faults	Minor Faults	Others
All current products	30 wk mins	2 wk hrs	4 wk hrs	1 wk hr	7 clock hrs	n/a	n/a	n/a

Spitfire FTTC Ethernet Services Support Hours		
Product Name	Customers May Raise A New Support Case	Spitfire Support Will Progress A Support Case
All Faults (System Failures, Major Faults, Minor Faults)		
All Products	Everyday 00:00-23:59 (incl. Bank/Public Holidays)	Everyday 00:00-23:59 (incl. Bank/Public Holidays)
All Other Support Requests		
All Products	Mon-Fri 08:00-19:59 (excl. Bank/Public Holidays)	Mon-Fri 08:00-19:59 (excl. Bank/Public Holidays)

FTTC Ethernet Target KCIs

Spitfire FTTC Ethernet Services KCI Targets								
	KCI - Customer Update Frequency				KCI - Contact Ratio (call/electronic)			
Product Name	System Failure	Major Faults	Minor Faults	Others	System Failure	Major Faults	Minor Faults	Others
All Products	2 hrs	3 hrs	4 hrs	n/a	1:1	1:2	1:3	n/a

Spitfire's Support Technicians use a number of additional tools aside from an Openreach engineer visit to provide the fastest possible stable FTTC Ethernet service to all customers, but Customers requiring a circuit with a Target Uptime should consider our range of Fibre Ethernet services as these may be more suited to their needs.

N.B. Openreach engineering appointments are subject to availability. Where the Customer fails to provide 24/7 Site Access then the Support Case Investigation times may change accordingly.

2.2   DSL Internet Services

DSL Standard Care, Total Care, Total Care Plus and Enhanced Care

Standard Care is the basic support level provided by Spitfire. Spitfire DSL circuits on Standard Care offer a 40 or 48 clock hour Target Clearance time depending on the supplier. Unlike many other ISPs our SLA includes standard DSL circuits, and this is supported by Service Credits if a circuit fault is not remedied within the Target Clearance time.

Total Care is an elevated Care Level service from BT Wholesale, covering any BT Wholesale DSL product. Total Care offers a Target Clearance time of 20 clock hours. Total Care Plus offers a further elevated Care Level with a Target Clearance time of 7 clock hours. Both Total Care and Total Care Plus are supported by Service Credits if a circuit fault is not remedied within the Target Clearance time. If BT Wholesale are unable to complete a repair because Site Access is unavailable, the Care Level will revert to Standard Care and a 40 clock hour Target Clearance time, and Parked Time added.

Enhanced Care is an elevated support service from TalkTalk Business (TTB), covering any TTB DSL product. Enhanced Care offers a Target Clearance time of 24 clock hours and allows for Service Credits once the ADSL has been out of service for 24 clock hours. If the supplier is unable to complete a repair because access is unavailable, the Care Level will revert to Standard Care and a 48 clock hour Target Clearance time, and Parked Time added.

By taking Total Care, Total Care Plus or Enhanced Care Customers benefit from improved Target Clearance times, so these circuit Care Level upgrades are strongly recommended.

DSL Performance Targets

Performance Targets cover Throughput Targets together with Quality Targets covering Packet Loss, Jitter and Latency. Performance Targets refer to data transfer within the Spitfire Core Network. Customers should note that it is not possible to regulate traffic traversing the public Internet.

Spitfire ADSL/VDSL Performance Targets								
	Max Downstream Sync Rate†	Min Downstream Throughput Target	Max Upstream Sync Rate†	Min Upstream Throughput Target	Priority at Busy Times	Max Packet Loss Target	Max Latency Target	Max Jitter Target
Spitfire BT Wholesale Products								
ADSL Max Standard	Up to 8 Mb/s	None	Up to 0.4 Mb/s	None	No	No Target	No Target	No Target
ADSL Max Premium	Up to 8 Mb/s	None	Up to 0.8 Mb/s	None	Yes	No Target	No Target	No Target

Spitfire ADSL/VDSL Performance Targets (continued)

	Max Downstream Sync Rate†	Min Downstream Throughput Target	Max Upstream Sync Rate†	Min Upstream Throughput Target	Priority at Busy Times	Max Packet Loss Target	Max Latency Target	Max Jitter Target
ADSL2+ Standard	Up to 24 Mb/s	None	Up to 0.4 Mb/s	None	No	No Target	No Target	No Target
ADSL2+ Premium	Up to 24 Mb/s	None	Up to 1 Mb/s	None	Yes	No Target	No Target	No Target
ADSL2+ Annex M	Up to 16 Mb/s	None	Up to 2 Mb/s	None	Yes	No Target	No Target	No Target
VDSL2 40:2 Standard	Up to 40 Mb/s**	20 Mb/s if BRAS Profile is above 20 Mb/s else 70% of BRAS Profile*	Up to 2 Mb/s**	128 kb/s*	No	No Target	No Target	No Target
VDSL2 40:10 Standard	Up to 40 Mb/s**		Up to 10 Mb/s**	2 Mb/s if BRAS Profile is above 2 Mb/s else 128 kb/s*	No	No Target	No Target	No Target
VDSL2 80:20 Standard	Up to 80 Mb/s**	40 Mb/s if BRAS Profile is above 40 Mb/s else 70% of BRAS Profile*	Up to 20 Mb/s**		No	No Target	No Target	No Target
VDSL2 40:2 Premium	Up to 40 Mb/s**	30 Mb/s if BRAS Profile is above 30 Mb/s else 80% of BRAS Profile*	Up to 2 Mb/s**	128 kb/s*	Yes	No Target	No Target	No Target
VDSL2 40:10 Premium	Up to 40 Mb/s**		Up to 10 Mb/s**	2 Mb/s if BRAS Profile is above 2 Mb/s else 128 kb/s*	Yes	No Target	No Target	No Target
VDSL2 80:20 Premium	Up to 80 Mb/s**	60 Mb/s if BRAS Profile is above 60 Mb/s else 80% of BRAS Profile*	Up to 20 Mb/s**		Yes	No Target	No Target	No Target
Spitfire TalkTalk Business Wholesale Products								
LLU ADSL2+ Standard	Up to 16 Mb/s	None	Up to 1 Mb/s	None	Medium	No Target	No Target	No Target
LLU ADSL2+ Premium	Up to 16 Mb/s	None	Up to 1 Mb/s	None	High	1%	80ms	<45ms
LLU ADSL2+ Annex M Standard	Up to 16 Mb/s	None	Up to 2 Mb/s	None	Medium	No Target	No Target	No Target
LLU ADSL2+ Annex M Premium	Up to 16 Mb/s	None	Up to 2 Mb/s	None	High	1%	80ms	<45ms

*for 90% of the "busy 3 hour period", defined as the busiest 3 hours of the day over the last 7 days, as measured by BT Wholesale.

†Customers should note that Openreach copper line routing, cable quality, distance from the Telephone Exchange and customer site wiring, and other factors, will determine the maximum stable synchronization rate negotiated between the supplier's DSL equipment and the Customer sited DSL router. For BT Wholesale-based DSL products there will also be a BRAS Profile (also known as an IP Profile), designed to mitigate traffic bottlenecking at the Telephone Exchange backhaul. The BRAS Profile will normally be greater than 85% of the sync rate, and this profile rate defines the technical throughput maximum. All circuits may require the application of profile options, whether applied in automation (via Dynamic Line Management) or manually, that may reduce the maximum synchronization rate in order to maintain stable synchronization.

**If the downstream or upstream synchronization rate falls below 2 Mb/s, or if the downstream or upstream synchronization rate decreases by more than 25% over the previous 14 days, then the supplier will accept a trouble report to investigate, subject to potential charges (please see the Openreach Engineers section of this SLA for more information). Following an investigation, in the event the supplier is unable to provide 2 Mb/s *upstream* synchronization on the *VDSL 40:10* or *VDSL2 80:20* products, and where the cause is not believed to be within the Customer's domain, Customers would be permitted to re-grade to VDSL2 40:2 free of charge or, if within 90 days of the date of provision (as notified by Spitfire Provisioning) then Spitfire would allow the Customer to cease the *VDSL2 40:10* or *VDSL2 80:20* service without penalty. This does not include the analogue bearer line.

Spitfire SDSL/SDSL M Performance Targets

	Max Downstream Sync Rate†	Min Downstream Throughput Target	Max Upstream Sync Rate†	Min Upstream Throughput Target	Priority at Busy Times	Max Packet Loss Target	Max Latency Target	Max Jitter Target
Spitfire BT Wholesale Products								
SDSL 10:1	Up to 2 Mb/s	None	Up to 2 Mb/s	None	No	No Target	No Target	No Target
Spitfire Easynet Wholesale Products								
SDSL 1:1	Up to 2 Mb/s	75% of sync	Up to 2 Mb/s	75% of sync	N/A	0.25%	50ms	No Target
SDSL 5:1	Up to 2 Mb/s	15% of sync	Up to 2 Mb/s	15% of sync	N/A	0.35%	60ms	No Target
SDSL 20:1	Up to 2 Mb/s	None	Up to 2 Mb/s	None	No	No Target	No Target	No Target
Spitfire TalkTalk Business Wholesale Products								
SDSL M	600 kb/s †† 1100 kb/s †† 1600 kb/s †† 2100 kb/s ††	512 kb/s †† 1024 kb/s †† 1536 kb/s †† 2048 kb/s ††	600 kb/s †† 1100 kb/s †† 1600 kb/s †† 2100 kb/s ††	512 kb/s †† 1024 kb/s †† 1536 kb/s †† 2048 kb/s ††	Assured	1%	<80ms	<45ms

††During a normal support case, in order to provide a more stable connection with low error rates, it may be necessary for Spitfire Support to apply a Variable Rate ADSL, ADSL2 or ADSL2+ Annex M profile on SDSL M circuits in some circumstances. Where this is the case, the customer should expect Minimum Throughput Targets only up to the sync speed attained and not above the Throughput Target for the product purchased.

Customers should understand that all DSL products are affected by the bearer analogue line cable length. The further the Customer is located from their Telephone Exchange, the slower the stable speed they will be likely to attain.

Additionally, some Customers may find that occasional drops in connection will occur due to changing line characteristics, cable degradation, or other factors like Repetitive Electrical Impulse Noise (REIN) or Single Hit Impulse Noise (SHINE). Requesting Openreach access network improvements for the purpose of increasing speed or stability, or to assist with the diagnosis of electrical interference where no potential Copper Line Fault has been detected by Spitfire Support, is normally possible, but will normally be classed as improvement work and will be chargeable.

Customers should note that where a support case investigates issues concerning the bearer analogue line (excluding SO products) then the DSL support case will normally be Parked while the bearer analogue line investigation progresses in line with the relevant Target Clearance times.

Spitfire's Support Technicians use a number of additional tools aside from an Openreach engineer visit to provide the fastest possible stable service to all customers, but Customers requiring a circuit with a Target Uptime should consider our range of Fibre Ethernet services as these may be more suited to their needs.

DSL Target Response and Target Clearance

The Target Response and Target Clearance times are defined according to the circuit Care Level, as detailed.

Spitfire DSL Target Response and Target Clearance								
	Target Response Times				Target Clearance Times			
Product Name	System Failure	Major Faults	Minor Faults	Others	System Failure	Major Faults	Minor Faults	Others
Spitfire BT Wholesale Products ADSL Max Standard & Premium, ADSL2+ Standard & Premium, VDSL2 Standard & Premium, Annex M								
Standard Care	30 wk min	2 wk hrs	4 wk hrs	1 wk hr	40 clk hrs	n/a	n/a	n/a
Total Care	30 wk min	2 wk hrs	4 wk hrs	1 wk hr	20 clk hrs	n/a	n/a	n/a
Total Care Plus	30 wk min	2 wk hrs	4 wk hrs	1 wk hr	7 clk hrs	n/a	n/a	n/a
Spitfire TalkTalk Business Wholesale Products ADSL2+ Standard, Premium and Voice Approved, LLU Annex M Standard and Premium								
Standard Care	30 wk min	2 wk hrs	4 wk hrs	1 wk hr	48 clk hrs	n/a	n/a	n/a
Enhanced Care	30 wk min	2 wk hrs	4 wk hrs	1 wk hr	24 clk hrs	n/a	n/a	n/a

Spitfire SDSL/SDSL M Clearance Targets								
	Target Response Times				Target Clearance Times			
Product Name	System Failure	Major Faults	Minor Faults	Others	System Failure	Major Faults	Minor Faults	Others
Spitfire BT Wholesale SDSL 10:1								
Standard Care	30 wk min	2 wk hrs	4 wk hrs	1 wk hr	40 clk hrs	n/a	n/a	n/a
Total Care	30 wk min	2 wk hrs	4 wk hrs	1 wk hr	20 clk hrs	n/a	n/a	n/a
Spitfire Easynet Wholesale SDSL 1:1, SDSL 5:1, SDSL 20:1								
Enhanced Care	30 wk min	2 wk hrs	4 wk hrs	1 wk hr	12 clk hr	n/a	n/a	n/a
Spitfire TalkTalk Business Wholesale Products SDSL M 0.5 Mb/s, 1 Mb/s, 1.5 Mb/s and 2.0 Mb/s								
Standard Care	30 wk min	2 wk hrs	4 wk hrs	1 wk hr	48 clk hrs	n/a	n/a	n/a
Enhanced Care	30 wk min	2 wk hrs	4 wk hrs	1 wk hr	24 clk hrs	n/a	n/a	n/a

Spitfire DSL Support Hours		
Care Level	Customers May Raise A New Support Case	Spitfire Support Will Progress A Support Case
All Faults (System Failures, Major Faults, Minor Faults)		
Standard Care	Everyday 08:00-17:59 (incl. Bank/Public Holidays)	Everyday 08:00-17:59 (incl. Bank/Public Holidays)
Total Care	Everyday 00:00-23:59 (incl. Bank/Public Holidays)	Everyday 00:00-23:59 (incl. Bank/Public Holidays)
Total Care Plus	Everyday 00:00-23:59 (incl. Bank/Public Holidays)	Everyday 00:00-23:59 (incl. Bank/Public Holidays)
Enhanced Care	Everyday 00:00-23:59 (incl. Bank/Public Holidays)	Everyday 00:00-23:59 (incl. Bank/Public Holidays)
All Other Support Requests		
All Care Levels	Mon-Fri 08:00-19:59 (excl. Bank/Public Holidays)	Mon-Fri 08:00-19:59 (excl. Bank/Public Holidays)

N.B. Openreach engineering appointments are subject to availability. Where the Customer fails to provide 24/7 Site Access then the Support Case Investigation times may change accordingly.

DSL KCI Targets

Spitfire DSL KCI Targets								
	KCI - Customer Update Frequency				KCI - Contact Ratio (Phone Call/Text or Email)			
Product Name	System Failure	Major Faults	Minor Faults	Others	System Failure	Major Faults	Minor Faults	Others
All Products	4 hrs	4 hrs	4 hrs	n/a	1:1	1:2	1:3	n/a

Backup Circuits

Spitfire recommends that Customers have a working backup circuit in place for all services that are mission critical, as covered elsewhere in this SLA. It is the Customer's responsibility to ensure backup solutions are tested on a monthly basis by whoever has responsibility for their IT, that any backup solutions work as expected, and that the Customer's staff understand how to effect any required failover. Spitfire also recommends a backup circuit for all locations where a potential failure of several days would severely impact the Customer's business. Customers should take note that, while most faults will be cleared within the Target Clearance time, our experience is that a minority of faults may take a week or more to rectify. Since a backup ADSL circuit is usually available from just £7.00 per month, or £84.00 per year, this is a relatively low cost way of reducing risk. Many circuits also qualify for a free backup service. Customers should enquire further regarding backup services by speaking to their Spitfire Account Manager.

TalkTalk Business Assured Throughput Targets

TalkTalk Business Assured products can only provide prioritisation and uncontended bandwidth as far as the local loop (copper line) is able to support it. The access circuit must be able to reliably attain stable sync rates above these downstream and upstream targets. Where the sync rates are lower, then it will only be possible to provide prioritisation and uncontended bandwidth up to the attained sync speeds.

2.3   Other Internet Services: IFNL Broadband

Spitfire is also partnered with IFNL in providing broadband services to some locations outside Openreach's network area.

IFNL Broadband Target Response and Target Clearance

IFNL Broadband Target Response and Target Clearance								
	Target Response Times				Target Clearance Times			
Product Name	System Failure	Major Faults	Minor Faults	Others	System Failure	Major Faults	Minor Faults	Others
All Products	30 wk min	2 wk hrs	4 wk hrs	1 wk hr	TBC	TBC	TBC	TBC

IFNL Broadband Support Hours		
Product Name	Customers May Raise A New Support Case	Spitfire Support Will Progress A Support Case
All Faults (System Failures, Major Faults, Minor Faults)		
All Products	Mon-Fri 08:00-19:59 (excl. Bank/Public Holidays)	Mon-Fri 08:00-17:59 (excl. Bank/Public Holidays)
All Other Support Requests		
All Products	Mon-Fri 08:00-19:59 (excl. Bank/Public Holidays)	Mon-Fri 08:00-17:59 (excl. Bank/Public Holidays)

IFNL Broadband Performance Targets

Performance Targets cover Throughput Targets together with Quality Targets covering Packet Loss, Jitter and Latency. Performance Targets refer to data transfer within the Spitfire Core Network. Customers should note that it is not possible to regulate traffic traversing the public Internet.

Circuit Type	Max Download / Upload Speeds	Uncontended Throughput	Target Uptime	Packet Loss Target	Latency Target	Jitter Target
TBC	As quoted speed	TBC	TBC	TBC	TBC	TBC

IFNL Broadband KCI Targets

IFNL Broadband KCI Targets								
	KCI - Customer Update Frequency				KCI - Contact Ratio (call/electronic)			
Product Name	System Failure	Major Faults	Minor Faults	Others	System Failure	Major Faults	Minor Faults	Others
All Products	4 hrs	4 hrs	4 hrs	n/a	1:1	1:2	1:3	n/a

2.4   Application Compatibility and Support

Customers should check with their application support/vendor to ensure full compatibility before taking up our services. For example, at the time of publishing this SLA, the Vodafone Sure Signal femtocell product has apparent compatibility

issues with certain types of ISP circuit available from a number of Service Providers. This may include some Spitfire services, for example, Ethernet and VDSL. Spitfire Support will continue to assist customers but may be limited where there is a technical incompatibility.

3   Hardware

3.1   Spitfire Customer Premises Equipment (CPE) Phone Systems

This section covers Spitfire Customer Premises Equipment (CPE) Phone Systems, both where the main phone system (PBX) is located at a customer site, and also where a "CPE-style" customer-owned PBX, is hosted by Spitfire. This section only covers those components included within the Customer's Maintenance Contract. Examples include Avaya IP Office and 3CX phone systems.

The level of hardware support available to Customers depends on the terms of their Maintenance Contract. Supported hardware may include desk phones, but will usually exclude headsets and internal wiring. Customers should check their Maintenance Contract for details.

As all the components of the solution may not be under the complete control of Spitfire the Customer should be aware that a level of co-operation may be required to diagnose and resolve some issues. Specifically, Spitfire Support's ability to fault-find will be limited where third party circuits and devices form part of the solution. The Targets detailed herein only cover the aspects of the customer solution included within the Customer's Maintenance Contract.

Where Spitfire Support has provided a diagnosis and believes the CPE Phone System (including components included within the Customer's Maintenance Contract) is the main area for investigation under a Support Case then these targets shall apply. In other cases please refer to the relevant section of this SLA such as ISDN30 or SIP Trunking.

Spitfire Customer Premises Equipment Phone Systems Response and Clearance Targets								
	Target Response Times				Target Clearance Times			
Service Level	System Failure	Major Faults	Minor Faults	Others	System Failure	Major Faults	Minor Faults	Others
Standard	30 wk mins	2 wk hrs	4 wk hrs	4 wk hrs	4 clk hrs	8 clk hrs	8 clk hrs	8 clk hrs
Advanced	30 wk mins	2 wk hrs	4 wk hrs	4 wk hrs	4 clk hrs	8 clk hrs	8 clk hrs	8 clk hrs
Response Only	30 wk mins	2 wk hrs	4 wk hrs	4 wk hrs	n/a	n/a	n/a	n/a

Spitfire Customer Premises Equipment Phone Systems Support Hours		
Service Level	Customers May Raise A New Support Case	Spitfire Support Will Progress A Support Case
All Faults (System Failures, Major Faults, Minor Faults)		
Standard	Mon-Fri 08:00-17:59 (excl. Bank/Public Holidays)	Mon-Fri 08:00-17:59 (excl. Bank/Public Holidays)
Advanced	Mon-Fri 08:00-17:59 (excl. Bank/Public Holidays)	Mon-Fri 08:00-17:59 (excl. Bank/Public Holidays)
Response Only	Mon-Fri 08:00-17:59 (excl. Bank/Public Holidays)	Mon-Fri 08:00-17:59 (excl. Bank/Public Holidays)
All Other Support Requests		
Standard	Mon-Fri 08:00-17:59 (excl. Bank/Public Holidays)	Mon-Fri 08:00-17:59 (excl. Bank/Public Holidays)
Advanced	Mon-Fri 08:00-17:59 (excl. Bank/Public Holidays)	Mon-Fri 08:00-17:59 (excl. Bank/Public Holidays)
Response Only	Mon-Fri 08:00-17:59 (excl. Bank/Public Holidays)	Mon-Fri 08:00-17:59 (excl. Bank/Public Holidays)

Spitfire Customer Premises Equipment Phone Systems KCI Targets								
	KCI - Customer Update Frequency				KCI - Contact Ratio (call/electronic)			
Product Name	System Failure	Major Faults	Minor Faults	Others	System Failure	Major Faults	Minor Faults	Others
Standard	2 hrs	3 hrs	4 hrs	n/a	1:1	1:2	1:3	n/a
Advanced	2 hrs	3 hrs	4 hrs	n/a	1:1	1:2	1:3	n/a
Response Only	2 hrs	3 hrs	4 hrs	n/a	1:1	1:2	1:3	n/a

Customers with the Standard and Advanced service level for the specific hardware affected by a fault will be covered under the terms of their Maintenance Contract. Customers who purchased a Customer Premises Equipment Phone System and/or desk phones and headsets, and chose the Response service level, or for other specific hardware affected by a fault that is not covered under the terms of their Maintenance Contract, will still be covered by a one-year limited hardware warranty. Please see the Warranty Replacement section of this SLA for more information.

Please see the Standard Service Level and Advanced Service Level sections of this SLA for more information on hardware replacement.

3.2 Spitfire Hosted or Cloud Phone Service, Customer Sited Hardware

This section only covers the customer sited hardware used with Hosted or Cloud phone services such as SIP Communicator Hosted PBX, Spitfire Hosted PBX 2.1 and 3CX Cloud. The level of hardware support available to customers depends on the terms of their Contract. Supported hardware may include desk phones and voice network switches, but will usually exclude headsets and internal wiring. Customers should check their Contract for details.

As all the components of the solution may not be under the complete control of Spitfire the Customer should be aware that a level of co-operation may be required to diagnose and resolve some issues. Specifically, Spitfire Support's ability to fault-find will be limited where third party circuits and devices form part of the solution. The Targets detailed herein only cover the aspects of the customer solution included within the Customer's Contract.

Please see the SIP Services section of this SLA for more information on the SIP Communicator Hosted PBX, Spitfire Hosted PBX 2.1 and 3CX Cloud services.

Where Spitfire Support has diagnosed one or more defective desk phones or other components covered under the terms of the Customer's Contract with Spitfire, then Spitfire Support will aim to replace the hardware as per the terms detailed. Please see the Standard Service Level and Advanced Service Level sections of this SLA for more information on hardware replacement. Customers who purchased hardware and no support coverage will still be covered by a one-year limited hardware warranty. Please see the Warranty Replacement section of this SLA for more information.

3.3 Standard Service Level

Standard Service Level Scope:

- Customers who purchased CPE Phone Systems or Hosted/Cloud Phone Service Customer Sited Hardware and whose Contract or Maintenance Contract includes provision for the Standard Service Level for specific hardware shall be covered by the Standard Service Level as defined in this section for that hardware only, and only where Spitfire Support has diagnosed the specific hardware as requiring replacement. This excludes where the main CPE Phone System is in a condition that meets our definition of System Failure, and where this is the case, instead the Target Clearance times shall apply as defined in this SLA.

Standard Service Level Detail:

- Spitfire & the Customer work to diagnose suspected faulty equipment (potentially at the customer's cost).
- The Customer returns faulty equipment to Spitfire (at the customer's cost).
- Spitfire returns the equipment to the manufacturer (at Spitfire's cost).
- Once repaired Spitfire returns the equipment to the Customer (at Spitfire's cost).
- Please note this may mean the Customer is without the equipment for up to 4 weeks.

3.4 Advanced Service Level

Advanced Service Level Scope:

- Customers who purchased CPE Phone Systems or Hosted/Cloud Phone Service Customer Sited Hardware and whose Contract or Maintenance Contract includes provision for the Advanced Service Level for specific hardware shall be covered by the Advanced Service Level as defined in this section for that hardware only, and only where Spitfire Support has diagnosed the specific hardware as requiring replacement. This excludes where the main CPE Phone System is in a condition that meets our definition of System Failure, and where this is the case, instead the Target Clearance times shall apply as defined in this SLA.

Advanced Service Level Detail:

- Replacement hardware is dispatched for target delivery by 10:30 the next working day (providing the item is diagnosed by Spitfire as requiring repair/replacement by 15:00).
- The faulty item is to be returned to Spitfire at the customer's cost within 14 days to avoid full charges for the item replaced.

3.5   Internet Service Provision – Customer Sited Hardware

This section only covers the customer sited hardware purchased from Spitfire and used with ISP services such as Ethernet and DSL, excluding any supplier Network Termination Equipment (if applicable). The level of hardware support available to customers depends on the ISP circuit type and the support level chosen at time of ordering. Supported hardware may include routers, and may sometimes include network switches, but will usually exclude internal wiring, patch panels etc.

As all the components of the solution may not be under the complete control of Spitfire the Customer should be aware that a level of co-operation may be required to diagnose and resolve some issues.

Customers who purchased a router or network switch and did not choose to take Router Support or Switch Support will still be covered by a one-year limited hardware warranty. Please see the Warranty Replacement section of this SLA for more information. Please also see the Router Support and Switch Support sections of this SLA for more information on those services.

3.6   Internal Wiring

Internal cabling work, where carried out by Spitfire, will normally be provided as-is with no warranty period included, unless specifically stated on the order form.

3.7   Warranty Replacement

Warranty Replacement Scope:

- Warranty Replacement covers Customers who purchased Cisco routers or network switches, and did not choose to take Router Support or Switch Support, for that hardware, where a hardware fault exists.
- Warranty Replacement covers Customers who purchased a CPE Phone System and/or desk phones and chose the Response Service Level, for that hardware, where a hardware fault exists.
- Warranty Replacement covers Customers who purchased headsets, for that specific hardware, irrespective of Service Level, where a hardware fault exists.
- Warranty Replacement covers Customers who purchased Hosted/Cloud Phone Service Customer Sited Hardware including voice network switches, and did not choose to take Switch Support, for that hardware, where a hardware fault exists.
- In all cases, Warranty Replacement only applies where Spitfire Support has diagnosed the specific hardware as potentially faulty.
- In all cases Warranty Replacement only applies where a potential hardware fault as diagnosed by Spitfire Support is not due to damage, error or misoperation.

Warranty Replacement Detail:

- Valid for one year from date of purchase.
- Spitfire & the Customer work to diagnose suspected faulty equipment (potentially at the customer's cost).
- The Customer returns faulty equipment to Spitfire (at the customer's cost).
- Spitfire returns the equipment to the manufacturer (at Spitfire's cost).
- Once repaired Spitfire returns the equipment to the Customer (at Spitfire's cost).
- Please note this may mean the Customer is without the equipment for up to 4 weeks.
- Upon expiry of the warranty, should the hardware develop a fault, then the customer may require chargeable repair work or the purchase of new equipment.

3.8   Router Replacement
also known as "SpeedTouch Router Replacement" or "Technicolor Router Replacement"

Router Replacement Scope:

- Router Replacement covers Customers taking a DSL circuit and who purchased a Thomson, SpeedTouch or Technicolor router, for that specific hardware, for the lifetime of the associated DSL access circuit, except where the Customer takes over management of that router.
- In all cases, Router Replacement only applies where Spitfire Support has diagnosed the specific hardware as potentially faulty.
- In all cases Router Replacement only applies where a potential hardware fault as diagnosed by Spitfire Support is not due to damage, error or misoperation.

Router Replacement Detail:

- Spitfire & the Customer work to diagnose suspected faulty equipment (potentially at the customer's cost).
- Spitfire dispatches replacement hardware programmed to the customer's reasonable requirements.
- Future remote programming requests would be chargeable at the standard rate.
- On replacement, the customer would need to return the defective hardware at their own cost within 14 days to avoid full charges for the item replaced.
- Replacement hardware may be of an equivalent specification as determined by Spitfire.
- This may include refurbished hardware.
- Spitfire must retain the management of the hardware.

3.9 Router Support
also known as "Managed Router" or "Managed Router Support"

Router Support Scope:

- Router Support covers Customers who purchased a Cisco router, and chose to take Router Support, for that hardware, where a hardware fault exists.
- In all cases, Router Support only applies where Spitfire Support has diagnosed the specific hardware as potentially faulty.
- In all cases Router Support only applies where a potential hardware fault as diagnosed by Spitfire Support is not due to damage, error or misoperation.

Router Support Detail:

- Available for an additional charge.
- Replacement hardware is dispatched for target delivery by 10:30 the next working day (providing the item is diagnosed by Spitfire as requiring repair/replacement by 15:00).
- The faulty item is to be returned to Spitfire at the customer's cost within 14 days to avoid full charges for the item replaced.

3.10 Switch Support

Switch Support Scope:

- Switch Support covers Customers who purchased a switch, and chose to take Switch Support, for that hardware, where a hardware fault exists.
- In all cases, Switch Support only applies where Spitfire Support has diagnosed the specific hardware as potentially faulty.
- In all cases Switch Support only applies where a potential hardware fault as diagnosed by Spitfire Support is not due to damage, error or misoperation.

Switch Support Detail:

- Available for an additional charge.
- Replacement hardware is dispatched for target delivery by 10:30 the next working day (providing the item is diagnosed by Spitfire as requiring repair/replacement by 15:00).

- The faulty item is to be returned to Spitfire at the customer's cost within 14 days to avoid full charges for the item replaced.

3.11   Hardware Management

All Spitfire supplied hardware can usually be managed by Spitfire or the Customer.

Spitfire Managed Hardware

- Spitfire supplies the hardware and retains exclusive remote access to the device.
- Ongoing management by Spitfire does not normally incur a monthly charge (unless specified otherwise within the customer's Contract or Maintenance Contract).
- All configuration work is chargeable, per request.
- Customers are required to test any programming work completed within a support case and report any issues under that case to avoid further charges that would otherwise apply under a subsequent request for the same work. A 72-hour RETEST period is offered to enable Customers to test this.
- Sometimes, unfortunately, unforeseen configuration issues can occur. In these cases Spitfire Support will work with the Customer to rectify the situation, however, Spitfire cannot be held responsible for the impact of such unforeseen issues.
- Management does NOT include proactive software and/or firmware upgrades unless it is considered necessary to repair a fault.

Customer Managed Spitfire Hardware

- Spitfire supplies but relinquishes all management responsibilities relating to the device.
- The Customer (or appointed party) becomes responsible for the device and its configuration, and accepts full responsibility for the hardware and its configuration.
- Taking over management is not reversible i.e. Spitfire will not take back management later.

Third Party Hardware

- It is not possible for 3rd party hardware to be managed by Spitfire.

Spitfire Customer Premises Equipment (CPE) Phone Systems Remote Programming

- Customers will normally qualify for an allowance of basic requests, per maintenance contract.
- Basic requests are defined as those taking fifteen minutes or less to implement.
- All non-basic requests (taking fifteen minutes or more) will be chargeable.
- When the Customer has exhausted their allowance of basic requests, those too will become chargeable.
- All chargeable work will normally be at a rate of £25+VAT per 15 minutes work, or part thereof.
- Unfortunately requests we receive vary in complexity and it is not always possible to accurately predict the engineering time required before we start our work.

Spitfire Hosted Phone Service Remote Programming

- All chargeable work will normally be at a rate of £25+VAT per 15 minutes work, or part thereof.
- Unfortunately requests we receive vary in complexity and it is not always possible to accurately predict the engineering time required before we start our work.

3.12   Support for Wireless (WiFi) Capable Routers

Customers should note that Spitfire Support can only provide limited assistance to customers experiencing Wireless connectivity issues. Wireless issues are often caused by external factors including environmental characteristics within or external to the Customer's premise. Customer should understand and accept this limitation when taking up services.

4   SIP Services

There are several key factors that affect the successful implementation of SIP services:

- The underlying IP connectivity.
- Customer Hardware Inter-operability (SIP Trunking).
- Telephone Numbering.
- The SIP service itself.

IP Connectivity

The single most important factor and underlying foundation for SIP services to work successfully is the IP connectivity.

The three criteria for suitable IP connectivity are:

- Sufficient bandwidth – normal business voice quality uses a CODEC called G711 which requires around 100 kb/s per call. Compression techniques always come at a cost – call quality suffers.
- Suitable quality bandwidth for voice. The quality of the bandwidth is key – Packet Loss, Jitter and Delay can all reduce the reliability and quality of calls to a level where the service is unusable. BT Wholesale based ADSL is designed for data not voice – regardless of which Internet Service Provider (ISP) is delivering the ADSL.
- Access into the SIP Service Provider's network. It is essential to use a circuit that connects directly into the SIP Service Provider's network. If you have a large, high quality circuit from a different provider, how will traffic get from that provider to the SIP Service Provider? There may be additional hops, or even transit across the Public Internet; routing may also change over time as peering or transit arrangements change. The key point is that when using a different ISP neither they nor the SIP Service Provider will be able to guarantee the quality of traffic between the two separate networks.

Spitfire overcome all three of these potential issues as follows:

- Spitfire only uses G711 and allows sufficient bandwidth on the access circuit. Spitfire will be able to tell the Customer the maximum number of calls possible over the circuit.
- Spitfire has a range of Voice Approved SDSL and Ethernet circuits specifically designed to carry Voice. Each circuit has Performance Targets suitable for voice ensuring the Customer can be confident that the voice quality will be as good as ISDN30e. In the unlikely event there is degradation Spitfire can offer a range of alternative circuits.
- Spitfire normally only provides SIP services over our own circuits – these connect directly into our own core Internet network and this means there are no additional hops, and we can take full responsibility for the delivery of the Customer's service. Also, if there is a fault or issues, there is only one supplier to deal with.

Please note that in instances where the Customer does not use a Spitfire Voice Approved circuit, or is using another ISP's circuit, Spitfire is unable to provide voice Performance Targets nor Target Clearance times under this SLA. If the Customer wishes to use another ISP's circuit Spitfire will require a disclaimer be signed, acknowledging the additional risks involved.

SIP Trunking Hardware Interoperability

While SIP is a standard, it is unfortunately open to different interpretations of how it should be implemented. This is different to ISDN30e which is a Europe-wide standard. Since every telephone system works in a slightly different way, and may require the SIP Provider to deliver information in a slightly different way, some features may not be available.

Spitfire has a list of systems with which we have completed inter-operability testing, and what features, if any, are not supported. For these systems there are details maintained on our website and we are also able to offer technical support on how to connect these circuits to the system in question. Please note that Spitfire is NOT able to provide general configuration advice on how to configure other aspects of phone systems, but we may be able to recommend a suitable maintainer/supplier.

For systems where Spitfire have not completed inter-operability testing to date there are two options:

1. Spitfire will consider testing most mainstream systems at our expense. This may take up to 3 months to complete. This allows us to provide a high level of SIP Trunk support on the system once approved.
2. Spitfire offer SIP Inter-Operability Testing Lite. This allows the Customer to test the system themselves, with limited, general advice from our Testing Team. Please note that if the testing is not successful then the Customer may then decide to cease the SIP service, but any rental charged to date would not be refundable.

Numbering

The provision of telephone numbers is obviously a key component of a telephone service. With ISDN30e numbers are an integral part of the circuit – the situation changes with SIP in that any numbers can be associated with a SIP service.

Spitfire offer our own numbers on every UK exchange, plus some non-geographic numbers. As a licensed Operator we can port all BT numbers directly onto our own network, together with numbers from most major operators.

Telephony Fraud

There are currently significant levels of telephone fraud occurring and the frequency and value is increasing. Please see the Security & Fraud section of this SLA for more information.

SIP Communicator Hardware: Standard and Advanced Service Levels.

Please see the Hardware section of this SLA for more information.

SIP Services Target Response and Target Clearance times

Detailed below are the Target Response and Target Clearance times that apply to Spitfire SIP services. Please note that there are a number of components comprising a SIP solution, potentially including analogue lines and broadband services. The Target Clearance times detailed here do not apply if there are issues affecting other components of the solution.

Spitfire SIP Services Target Response and Target Clearance								
	Target Response Times				Target Clearance Times			
Product Name	System Failure	Major Faults	Minor Faults	Others	System Failure	Major Faults	Minor Faults	Others
SIP Communicator	30 wk mins	2 wk hrs	4 wk hrs	1 wk hr	4 clock hrs	8 clock hrs	8 clock hrs	n/a
Spitfire Hosted PBX 2.1	30 wk mins	2 wk hrs	4 wk hrs	1 wk hr	4 clock hrs	8 clock hrs	8 clock hrs	n/a
3CX Cloud	30 wk mins	2 wk hrs	4 wk hrs	1 wk hr	4 clock hrs	8 clock hrs	8 clock hrs	n/a
SIP Trunk	30 wk mins	2 wk hrs	4 wk hrs	1 wk hr	4 clock hrs	n/a	n/a	n/a
SIP Trunk (Gamma)	30 wk mins	2 wk hrs	4 wk hrs	1 wk hr	4 clock hrs	n/a	n/a	n/a

Spitfire SIP Services Support Hours		
Product Name	Customers May Raise A New Support Case	Spitfire Support Will Progress A Support Case
All Faults (System Failures, Major Faults, Minor Faults)		
All Products	Everyday 00:00-23:59 (incl. Bank/Public Holidays)	Everyday 00:00-23:59 (incl. Bank/Public Holidays)
All Other Support Requests		
All Products	Mon-Fri 08:00-19:59 (excl. Bank/Public Holidays)	Mon-Fri 08:00-19:59 (excl. Bank/Public Holidays)

SIP Services Target KCIs

Spitfire SIP Service KCI Targets								
	KCI - Customer Update Frequency				KCI - Contact Ratio (call/electronic)			
Product Name	System Failure	Major Faults	Minor Faults	Others	System Failure	Major Faults	Minor Faults	Others
All Products	2 hrs	3 hrs	4 hrs	n/a	1:1	1:2	1:3	n/a

5   Spitfire Core Network Services

Spitfire core network services include core TDM voice network servers, SIP voice network servers, Hosted PBX servers, ISP network servers, supplier interconnects and various other services and switches in the Spitfire data centres.

Spitfire's products rely on Spitfire Core Network Services and we are committed to running a highly reliable network. We have a policy of using the best equipment available and taking all reasonable measures to provide resilience within our network. Such measures include running mission critical application servers as a resilient pair or in hot standby and holding spares for all routing and networking equipment.

In any network design there is always a balance between simplicity and complexity. The more safeguards a network has the more complex it is and harder to fault diagnose. Our policy has always been to build resilience where operationally desirable and otherwise run a straight forward network with the best available equipment, so that the likelihood of faults is reduced and when they do occur they can be quickly diagnosed and fixed.

As a result of the above, issues within the Spitfire Core Network are rare, and a number of services have operated normally with 100% uptime over a number of years. Spitfire aim to clear any core network faults as quickly as possible but a major equipment failure within 4 hours. When reviewing this SLA, customers should understand the distinction between a circuit failure and an issue within Spitfire Core Network Services.

Spitfire Least Cost Routing (LCR) - CPS & IDA

Spitfire's Least Cost Routing (LCR) discounted call service, whether delivered via Carrier Pre-Selection (CPS) or Indirect Access (IDA), uses a combination of calls routing via our own network, and calls routed over the BT Wholesale network. The ability to make calls via Wholesale Line Rental is subject to the line being live and dial tone being available. On our core network we aim for the LCR service to be available 99.99% of the time. If there is an issue on our own network there is also an override code 1280 which will force a specific call onto the BT Wholesale network. This may be charged at a higher rate so this is for emergency use in the unlikely event the Spitfire network is not available.

MPLS & Internet Breakout

MPLS/Internet Breakout and associated switch ports fall under our Core Network Targets. Please bear in mind that the most likely cause of failure to a site will be the individual Ethernet or DSL access circuit, for which the applicable circuit Clearance Targets will apply.

Limitations of Backup Circuits

Backup services are strongly recommended by Spitfire to mitigate the impact of a fault affecting a primary circuit. It is the Customer's responsibility to ensure backup solutions are tested on a regular basis. Unfortunately, even where backup solutions have been implemented, certain specific scenarios may result in the loss of multiple services including both the primary and backup circuit, such as in the case of a common fault or exchange or data centre power failure. Spitfire recommends customers take primary and backup circuits on differing core networks (where available) for improved resilience to further mitigate the risk of an outage affecting multiple circuits. Customers can contact their Spitfire Account Manager for further information and assistance.

6   Security & Fraud

6.1   Telephony Fraud

There are currently significant levels of telephone fraud occurring, where individual Customers can become the target of fraudsters. A fraud incident can escalate quickly, running up significant Customer call charges in only a short time.

The Customer acknowledges that it has responsibility for securing all systems, handsets, remote devices or softphones/apps, or any other method of accessing the telephony service including creating, deploying and safeguarding secure passwords, and that it has sole ongoing responsibility for ensuring these passwords and other security measures remain in place. The Customer acknowledges that it has sole responsibility for all fraudulent call charges at all times, regardless of the security measures in place.

Spitfire has various fraud detection procedures in place and we will endeavour to contact Customers as soon as reasonably practicable if we suspect that fraudulent or unauthorised use of the Services is occurring. Spitfire Fraud Detection is of a high standard but is provided on a non-contractual basis. In some circumstances Spitfire may attempt to block calls from being made, regardless as to whether we have been able to make contact with the specific Customer.

Depending on the circumstances, Spitfire may or may not be successful in blocking calls from being made and the Customer may need to physically disconnect their telephone system from the Public Switched Telephone Network or Internet to stop all calls in progress and to prevent further calls from being made. In the event of a suspected fraud incident, Customers may also wish to contact their telephone system maintainer who may be able to block calls or provide guidance.

For the avoidance of doubt, the Customer acknowledges that it has sole responsibility for all charges relating to the use of services regardless of whether such use is authorised, unauthorised, fraudulent or otherwise. The Customer must inform Spitfire as soon as reasonably practicable if it suspects that fraudulent or unauthorised use of the Services is occurring, although such notification will not limit the Customer's liability to pay the Charges as set out herein.

6.2   SIP VRF

Data access circuits that are designated as voice-only circuits will normally be placed within a SIP VRF. From inside the SIP VRF IP connectivity will only be possible between the customer sited router and specific Spitfire core network voice servers. This enables Spitfire to offer these circuits at reduced cost and with increased security. However the SIP VRF is provided on a non-contractual basis and Customers will remain liable for all calls made, whether legitimate or otherwise.

7   Spitfire Support

The various products' Support Hours are defined in this SLA. Support requests should normally only be raised for investigation by Spitfire Support during the specific product's Support Hours. Outside of these hours Spitfire Support may be able to assist on a case by case basis however this will normally incur a charge and is subject to availability.

Telephone Support

Customers should call 020 7501 3030 during Spitfire Support Office Hours. Spitfire Support aims to answer 95% of calls within 1 minute. Out of Office Hours, customers should call the same number and follow the instructions. When raising a support case, the Support Technician will provide a case reference. This indicates to the Customer that their case has been logged and will be dealt with in accordance with this SLA.

Email Support

Customers may Email support requests to support@spitfire.co.uk. Spitfire aims to process all Emails received Monday to Friday between 08:00-19:30 within 30 minutes of receipt (excluding public holidays). For all new requests Customers should await a reply or confirmation of their support case reference. Receipt of a case reference will indicate to the Customer that a support case has been logged and will be dealt with in accordance with this SLA.

Online Support Case Tracker

Customers may track their support case online by following the instructions supplied along with the confirmation of their support case reference. This can also be accessed via the Customer Portal.

Service Status

Where Customers have not received a new support case reference within the target timeframe, Spitfire may be experiencing a Service Incident. We regret that Service Incidents may occasionally occur during which time we aim to provide an audible message on the main Spitfire Support number and/or update the Service Status section of our website as soon as possible, and as appropriate. For details Customers may visit http://status.spitfire.co.uk/

Openreach Engineers

During the course of a support case, the Support Case Contact may be offered an Openreach appointment. To proceed with a booking, the Customer (or authorized Support Case Contact) will be guided by the Spitfire Support Technician, and the Customer may be required to consent to potential charges.

If an engineering site visit is requested, there are two main appointment slots dictated by suppliers; AM and PM.

Time Related Charges (TRC) may be raised to recover the cost incurred when supplier engineers repair faults, provide or rearrange services, where this work is not covered under the terms of the service. Examples of chargeable work may include but are not limited to damage caused on the Openreach or other supplier's network and equipment by someone at or factors emanating from within the End Customer's premises (or wider building or complex), the requirement to repair cabling within the Customer's domain regardless of the location of the Network Termination Equipment (NTE) or Distribution Point (DP), or the theft, loss or removal of Openreach or other supplier's equipment within the End Customer's premises (or wider building or complex), including the NTE or DP or other Network Termination Point or where no fault is found.

Where the customer chooses to engage an Openreach engineer to investigate DSL connectivity issues, the engineer may perform access network improvements in an attempt to increase speed or stability. Irrespective of indicative diagnostic results, if an Openreach engineer's investigation finds that the analogue bearer (telephone line) meets the specification defined as SIN349 by BT Group Plc, then Time Related Charges will normally apply. It is not always possible for engineers to carry out access network improvements and even where an access network improvement has been made, this does not constitute a fault and remains chargeable.

Abortive Visit Charges (AVC) may be raised to recover the cost incurred when supplier engineers fail to progress a trouble report due to the inability to access the Customer site and/or where the access to investigate is impeded, including but not limited to the Distribution Point (DP), Network Termination Equipment (NTE) and Customer Premises Equipment (CPE). Appointment cancellations may incur an Abortive Visit Charge.

Customers are provided with additional information regarding potential charges that might be raised during a support case via the Terms and Conditions section of the Spitfire website. Customers will normally need to consent to potential charges before a supplier investigation can be initiated.

By consenting to charges the Customer agrees that Spitfire will re-charge these costs to their account. Parked Time will normally be added while Spitfire awaits the Customer's acceptance of potential charges. Additional Parked Time will normally be added where the Customer is unable to provide 24 hour Site Access or chooses not to take the first available appointment slot.

Unfortunately Openreach resource availability varies and depending on the current workstack there may be some delays in the dispatch of engineers or appointment availability.

The demarcation point is the point at which the Openreach network ends and connects with the customer's on-premise wiring, and its location and type will vary. In a single occupancy building, the Openreach cabling will often enter the premise and after a short run of cable terminate on Network Termination Equipment, most commonly an NTE5, NTE8 or NTE52D. This NTE represents the demarcation point. However, in a multi-occupancy building the demarcation point will often be the Distribution Point within the building's common comms area. Non-Openreach cabling is then used within the building to distribute services to specific floors, businesses or residents. This cabling beyond the Distribution Point is outside the Openreach network. Where Openreach effect a repair or diagnose a fault on the customer's side of the Distribution Point (outside Openreach's domain) then charges may apply.

Proactive Alerts and SNMP Monitoring

Some products may include free-of-charge access to various proactive alerts and/or SNMP monitoring facilities. These services are provided on a non-contractual basis and may be revised or withdrawn at any time.

8   Service Credits

Service Credit Specifications and Conditions

In the event Spitfire fails to achieve the relevant Target Clearance time for a System Failure, Spitfire will offer a Service Credit, subject to the following:

1. All claims for Service Credits must be made within 10 working days of support case Clearance. To be eligible for a Service Credit, within their claim, the Customer must include brief details of the Spitfire support case including the fault date and product(s) affected.
2. The issue must have been reported to Spitfire by following the correct procedure detailed within this SLA.
3. Engineers must have been able to gain entrance to the Customer's premises and given full Site Access if required to affect a repair.
4. All requests for Service Credits will be subject to confirmation by Spitfire, and will be applied by Spitfire as soon as possible to a subsequent recurring invoice following approval.
5. Service Credit claims will only be considered where the affected service(s) remain in a state which meets Spitfire's definition of a System Failure where the Clearance Time is in excess of the Target Clearance.
6. Service Credits will only apply to circuits and not for items such as email or web hosting issues.
7. Service Credits calculations in all cases are based solely on the rental amount charged per month and the calculations are detailed within this SLA.
8. Service Credits are payable against single faults with continuous downtime under a single support case. Recurring and occasional faults will be treated as separate individual faults in all cases.
9. See the Fibre Ethernet, Ethernet Access Direct (EAD), Ethernet First Mile (EFM) and FTTC Ethernet Service Credit Calculations section of this SLA for specific information on Ethernet Service Credits.

Spitfire will aim to inform the Customer if we reject a request for Service Credits within 10 days of receiving the request. If the Customer wishes to contest this rejection they may resubmit the request with any additional supporting information within 10 days of Spitfire's notification of its rejection of the credit request.

Service Credits are designed to provide a commercial incentive and penalty for Spitfire to deliver a reliable service, rectify faults promptly and efficiently, and also to provide recompense to a client for when a service they are renting is not available. Service Credits are not designed to provide any form of consequential loss whether direct or indirect.

Please note that Service Credits are payable against single faults, suffering from continuous downtime. Cumulative downtime over a number of incidents will not be aggregated into any calculations.

Service Credit Calculations

The Service Credits detailed herein shall be the exclusive remedy available to the Customer for Spitfire's failure to achieve such Clearance Target times. This SLA does not represent a warranty or guarantee by Spitfire that services will be uninterrupted or fit for any particular purpose or intended use of any kind, and Spitfire shall not be liable for any damages of any nature or amount as a result of any failure to achieve any Target Clearance time, other than the permitted Service Credits authorised and described hereunder.

Any excess credits will not carry over into later invoices. Service Credits will be credited onto the Customer's monthly invoice, under the relevant service.

Please note that only support cases classed as System Failure that breach the Target Clearance time may qualify for Service Credits. Spitfire have included Target Response times and Target Clearance times for Major Faults, Minor Faults & Other requests for the sake of completeness but no credits will be paid in relation to these issues.

8.1 Wholesale Line Rental (ISDN30e/2e/Analogue lines) Service Credit Calculations

If Spitfire fails to clear a line fault reported in accordance with this SLA, Spitfire will credit the Customer's account in relation to each service affecting incident with one (1) days service credit for each 24 hour period after the Target Clearance time that the service remains in a state which meets Spitfire's definition of a System Failure.

Wholesale Line Rental Service Credits are calculated based on the contracted annual rental charge for the relevant circuit (calculated as the monthly charge x 12), pro-rated by the number of days of eligible Service Credit as applied on the relevant SLA. For each 24 hour period on which a Service Credit is due, the credit will be calculated as an amount equal to 1/365 of the applicable annual rental charge of the affected service. The maximum Service Credit payable in respect of all failures within any single calendar month shall not exceed the monthly fees charged by Spitfire for the relevant service for the month in which the Service Credit is claimed.

8.2   DSL Service Credit Calculations

If Spitfire fails to clear a DSL fault reported in accordance with this SLA, Spitfire will credit the Customer's account in relation to each service affecting incident with one (1) days service credit for each 24 hour period after the Target Clearance time that the service remains in a state which meets Spitfire's definition of a System Failure.

DSL Service Credits are calculated based on the contracted annual rental charge for the relevant circuit (calculated as the monthly charge x 12), pro-rated by the number of days of eligible Service Credit as applied on the relevant SLA. For each 24 hour period on which a Service Credit is due, the credit will be calculated as an amount equal to 1/365th of the applicable annual rental charge of the affected service. The maximum Service Credit payable in respect of all failures within any single calendar month shall not exceed the monthly fees charged by Spitfire for the relevant service for the month in which the Service Credit is claimed.

See the Fibre Ethernet, Ethernet Access Direct (EAD), Ethernet First Mile (EFM) and FTTC Ethernet Service Credit Calculations section of this SLA for specific information on FTTC Ethernet Service Credits.

8.3   Fibre Ethernet, Ethernet Access Direct (EAD), Ethernet First Mile (EFM) and FTTC Ethernet Service Credit Calculations

Spitfire will pay a Service Credit equal to one day's rental per clock hour or part clock hour of downtime for the first 10 clock hours of any service outage where the service remains in a state which meets our definition of a System Failure. This credit is equal to 3.33% of the monthly circuit rental charge per clock hour or part clock hour of an outage.

Spitfire will pay a further 0.4166% of the monthly circuit rental charge for each subsequent clock hour period after the initial 10 clock hours of a fault, where the service remains in a state which meets our definition of a System Failure. This is equivalent to an additional 10% of the monthly circuit rental charge per additional 24 clock hours where the circuit remains in a state which meets our definition of a System Failure.

For example, an outage of a total of 16 clock hours will result in a service credit of 33.33% of the monthly circuit rental charge for the initial 10 clock hours, and a further payment of 2.5% of the monthly circuit rental charge for the remaining 6 clock hours, giving a total service credit of 35.83% of the monthly circuit rental charge.

The maximum service credit applied per event will be capped at 100% of the monthly circuit rental charge of the affected circuit. The maximum aggregate value of service credits per annum will be capped at 200% of monthly rental.

Network Maintenance

Planned Network maintenance is targeted to not exceed 4 hours in total in any calendar month. Spitfire will endeavour to provide the Customer with 48 hours' notice of Planned Maintenance. Planned maintenance will take place between the hours of 12.00 midnight and 6.00am, and where possible any emergency maintenance will also take place during these hours.

Installation and New Service Issues

New service and installation issues (e.g. lines or circuits not going live by the target date) are not included in the Clearance Targets defined within this SLA. Billing for every product will commence on the date of installation by the supplier or another third party regardless of whether the Customer is actually using it. It is the Customer's responsibility to test provisioned services and report any issues. Spitfire may occasionally offer a rental credit for a delay in provisioning on a case by case basis. However, product rentals will not be credited where the Customer has failed to report an issue to Spitfire Support via the correct route as detailed within this SLA, and within seven days of order completion. Prior to order completion the Customer should continue to deal with Spitfire Provisioning.

Provisioning Delays

Unfortunately provisioning delays can and do occur. Provisioning issues (including DSL migrations) are not included in the Clearance Targets defined within this SLA.

8.4   Exclusions

Spitfire will not be responsible for, and Service Credits will not be issued in connection with, any failure by Spitfire to meet this Service Level Agreement by reason of any of the following:

1. Any Customer act or omission, including without limitation any negligence, wilful misconduct or misuse of any service or equipment, which impairs Spitfire's or our wholesale partner's ability to provide service.
2. Scheduled and Emergency maintenance on the Spitfire Core network.
3. Failure on the part of the Customer to timely report the incident and obtain a support case reference (MJA Number) in as described in this SLA.
4. The Customer's account must be kept up to date throughout the contract period, and contract terms must be adhered to, including payment by monthly Direct Debit; failure to do so will invalidate this SLA. Spitfire retains the right to update this SLA in part or full, with 30 days written notice.
5. Matters Beyond Our Reasonable Control (MBORC) may be declared by Spitfire and/or our suppliers. In the case of MBORC declaration, this Service Level Agreement will not apply.