Appendix 4 - Service Level Agreement (SLA)

General

Below we outline the general SLA terms and conditions, by which dstny abides in the given scenarios described in the following document.

The version that was in effect at the time of the formation of the contract for the individual connection is valid throughout the contract period.

This SLA defines uptimes and compensation in the event of errors caused by dstny a/s or one of its subcontractors. The parties undertake to work together professionally to tackle any error in order to minimise the consequences for the other party.

If email is used for communication, it is the responsibility of the sender to verify that the other party has received the email.

Conditions

Errors caused by the following are not compensated by dstny (do not count as downtime):

- Errors resulting from force majeure
- Errors resulting from the Customer's own conditions or actions/omissions by third parties in the Customer's premises or as a result of the Customer's conditions
- Errors caused by changes to the Customer's network at the Customer's location, IP telephony setup and/or Hosted Services are not covered by this compensation clause.
- Planned and advised service work (service windows)
- Time spent waiting, e.g. in the context of needing to gain access to a location
- Performance test (if a Customer wants a performance test, the test will usually use the full bandwidth/capacity, which may be an inconvenience to the Customer during the period in which the test is taking place)

Complaint and compensation procedure

All complaints about errors or delay must be received by the dstny technician no later than 30 days after the error or delay has been established. The compensation is credited to the Customer's dstny account.

Warning about network changes and upgrades

Notice must be given of any service that will impact scheduled work at least 10 working days before the work begins.

Notice must be given of any non-service that will impact planned work at least 24 hours before the work begins.

Emergency service windows can be announced a few hours before the work starts. Jobs of this nature are deemed to have fatal consequences for the continued operation they are not implemented immediately.

Error correction

For error reporting, please provide Customer Number, Customer Name and 'Circuit ID' (if any).

All errors must be reported to dstny support by phone.

dstny reports back to the Customer on an ongoing basis and when assistance is required or clarification of conditions in the Customer's installations, and upon completion of an error report.

Contacts and escalation levels

Contacts at dstny

Within normal office hours	Support and technical assistance	Telephone +45 88 88 77 77
Outside normal office hours	Duty Technician **Only actual errors or breakdowns outside normal office hours are accepted.**	Telephone +45 88 88 77 77

Escalation levels at dstny

If it is not possible to get in contact with the duty staff at the above phone numbers, in case of error reporting, or if the current SLA is not met, please use the escalation procedure below.

Escalation level	Name	Email	Telephone	
Normal support	Duty Technician	support@dstny.dk	(+45) 8888 7777	
When above number not reachable	Disaster number	Only when total breakdown	(+45) 7070 7883	

Compensation

Compensation for downtime
The Customer has the right to claim compensation if the uptime guaranteed in this SLA is not met. Compensation is granted according to the compensation tables listed below and is calculated on a quarterly basis.

The amount of compensation may not exceed the rates specified in the tables.

Compensation for exceeding response time

The Customer has the right to claim compensation for exceeding the response time in accordance with the following:

Exceeding response time	All categories
1 – 3 hours	1%
3 – 4 hours	2%
4 – 6 hours	3%
> 6 hours	4%

* Compensation as a percentage of the quarterly service charge for the failed network connection or service, excluding VAT

Each response time may vary for the connection in question. Below, see the appendix that applies to specific response times for individual connections.

Changes to the Customer's network, IP telephony/mobile telephony setup and/or Hosted Services are not covered by this compensation clause.
Reaction times for non-service affected errors are decided jointly by the parties. dstny plans to initiate such an error correction within three (3) working days after it has been established.
The total compensation may amount to a maximum of 10% of the monthly fee for the faulty network connection or service.

Calculation of up- and downtimes

The guaranteed uptime is defined in the Service Level Agreement table.

Uptime is calculated on a quarterly basis as follows:

$$\% \text{ Uptime} = \frac{\text{Quarter in hours (2190)} - \text{total of downtime for all incidents}}{\text{Quarter in hours (2190)}} *100$$

Downtime per single incident begins at the time the Customer reported the error to dstny via the applicable reporting paths.
Downtime ends when the Customer and dstny agree that the error has been corrected.

Downtime is calculated on a quarterly basis as follows:

$$\% \text{ Downtime} = \frac{\text{Incident(1)-response time)} + \dots + \text{(Incident(n)-response time)}}{\text{Quarter in hours (2190)}} *100$$

An incident is the number of hours the circuit is down per incident.
Downtime is only calculated during the time that there is Service and Support time for the service/individual line types/services and the individual service level.
The Customer is entitled to compensation if the guaranteed uptime and error correction time are not met. Compensation is paid on the next bill and only upon the Customer's request.

Scheduled downtime due to network maintenance, as well as errors that occur due to force majeure incidents, the Customer's conditions or actions/omissions by third parties at the Customer's premises, or as a result of the Customer's conditions, are not included in uptime calculation.

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SLA table for Hosted IP/Mobile telephony and Hosted Firewall

SLA	Limits
Guaranteed uptime	99.5%
Response time	
- onsite at dstny's main site	3 hours
- remote	½ hour

The following compensation is granted for downtime in addition to the agreed SLA

Uptime (%)	Compensation*
99.49 – 99.40	5%
99.39 – 99.20	10%
99.19 – 99.00	15%
< 99.00	25%

* Compensation as a percentage of the quarterly service charge for the failed network connection or Service, excluding VAT.

The amount of compensation may not exceed the rates specified in the table.

SLA table for Fibre connections in Denmark

	Basic	Silver	Gold
Guaranteed uptime	99.7 %	99.8 %	99.9 %
Response times			
Response time			
- onsite	As soon as possible	4 hours	3 hours
- remote	2 hours	1 hour	1/2 hour
Error reporting Monday-Friday	8-18	0-24	0-24
Error remedy time - Saturday-Sunday and bank holidays	8-18	0-24	0-24

The following compensation is granted for downtime in addition to the agreed SLA

Uptime (%)	Basic *)	Silver *)	Gold *)
99.89 – 99.80	---		5%
99.79 – 99.70		5%	7.5 %
99.69 – 99.50	5%	7.5 %	10%
99.49 – 99.26	7.5 %	10%	12.5 %
< 99.25	10%	12,5 %	15%

* Compensation as a percentage of the quarterly service charge for the failed network connection or Service, excluding VAT.

The amount of compensation may not exceed the rates specified in the table.

For redundant connections, the Gold SLA always applies (redundancy is specified in the customer's contract if applicable).