5 CRS Provider Performance Levels

5.1 The Performance Charges for the CRS Provider are based on the CRS Provider's performance against the Service Availability and Performance Levels set out in the Central Switching Service Definition, the CSS Certificate Authority Service Definition, and the Switching Operator Service Definition. For the purposes of this Paragraph 5, references to Performance Levels shall include Service Availability requirements set out in the Service Definitions.

5.2 The CRS Provider's maximum revenue at risk in respect of Performance Charges is determined under the DCC Licence pursuant to the Switching Incentive Regime Guidance (as defined in the DCC Licence), which sets out the percentage of the Centralised Registration Service Margin (as defined in the DCC Licence) which is at risk in respect of the Performance Levels under this Code.

5.3 Before the start of each given Financial Year, the REC PAB shall determine the amount of the maximum Performance Charges which can be applied to the CRS Provider in respect of each Quarter of the given Financial Year (which shall be known as the Maximum Quarterly CRS Performance Charge). The REC PAB shall determine the Maximum Quarterly CRS Performance Charge using:

(a) the CRS Provider's forecast of its costs and margin provided under Clause 9 of the main body of this Code;

(b) the percentage referred to in Paragraph 5.2 above; and

(c) 25% of the annual figure for each Quarter (or pro rata if the Financial Year is less than 12 months).

5.4 Before the start of each given Financial Year, the REC PAB shall publish (for the given Financial Year) the Maximum Quarterly CRS Performance Charge and the CRS Provider's Performance Charges. The CRS Provider's Performance Charges shall be calculated on the basis of the Performance Measure Groups, as described in Paragraph 5.5 below.

5.5 The metrics for the CRS Provider's Performance Levels have been grouped into Performance Measure Groups as set out below:

Performance Measure Groups	Total number of Metrics in the Group	Relative Weighting
User Support	24 Metrics	30%
Service Availability	7 Metrics	50%
Responsiveness and BCDR	16 metrics	20%

(a) As indicated in the table above, each of the Performance Measure Groups is allocated a relative maximum weighting to apply in the event of a fundamental failure for that Performance Measure Group. A Performance Measure

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~~g~~Group is allocated jointly to Responsiveness and BCDR ~~metrics~~. BCDR metrics only apply when BCDR events occur. In a Q~~q~~uarter~~s~~ where no BCDR events take place, or events take place and all BCDR metrics are met, the Performance C~~c~~harge will be based on the Responsiveness metrics only. In a Q~~q~~uarter~~s~~ where one or more BCDR metrics are missed, the maximum percentage of the~~relevant~~ Performance Charge provided for in~~allocated to~~ th~~is~~e table above~~column~~ will be charged.

(b) The Performance Levels for each Performance Measure Group are set out in the table below:

	User Support	Service A~~a~~vailability	Responsiveness	BCDR ~~Metrics~~	Performance Charge Percentage
Relative weighting	30%	50%	20%		
	Performance Level Failure Threshold				
On target	0-4	0	0-2	0	0%
Minor failure	5	n/a	3	n/a	15%
Serious failure	6	1	4	n/a	30%
Severe failure	7	2	5	n/a	60%
Fundamental failure	8+	3+	6+	1	100%

(c) ~~In accordance with the above table, the applied~~The Performance Charges for the CRS Provider shall be the applicable percentage of the Maximum Quarterly CRS Performance Charge based on performance in each Quarter against the Performance Levels for the Performance Measure Groups~~are per~~, as set out in the following table:~~.~~

Percentage of Maximum Quarterly CRS~~total~~ ~~p~~Performance C~~c~~harge			
	User Support	**Service A~~a~~vailability**	**Responsiveness and ~~Other Metrics (~~BCDR~~)~~**
On target	0.0%	0.0%	0.0%
Minor failure	4.5%	n/a	3.0%
Serious failure	9.0%	15.0%	6.0%
Severe failure	18.0%	30.0%	12.0%
Fundamental failure	30.0%	50.0%	20.0%

(d)~~5.5~~ The Performance Levels for each Performance Measure Group (as set out in Paragraph 5.5(b) above) are determined based on the Performance Levels for the individual metrics within that~~applicable service levels for each~~ group, ~~are~~ as follows (for which purpose, the beginning of the metric reference corresponds to the paragraph number of the applicable Service Definition):

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Service Definition	Group	Metric Reference~~Section number~~	Metric Description (Per Quarter)
CSS	User Support	5.2.1	Percentage of Priority 1 ~~Landmark~~ Switching Incidents r~~R~~esponded to within SLA (30 mins)
CSS	User Support	5.2.2	Percentage of Priority 1 ~~Landmark~~ Switching Incidents r~~R~~esolved within SLA (4 hours)
CSS	User Support	5.2.3	Percentage of Priority 2 ~~Landmark~~ Switching Incidents Responded to within SLA (1 hour)
CSS	User Support	5.2.4	Percentage of Priority 2 ~~Landmark~~ Switching Incidents r~~R~~esolved within SLA (24 hours)
CSS	User Support	5.2.5	Percentage of Priority 3 ~~Landmark~~ Switching Incidents r~~R~~esponded to within SLA (3 working hours)
Switching Operator	User Support	5.2.1	Percentage of Priority 1 ~~DCC~~ Switching Incidents r~~R~~esponded to within SLA (30 mins)
Switching Operator	User Support	5.2.2	Percentage of Priority 1 ~~DCC~~ Switching Incidents r~~R~~esolved within SLA (4 hours)
Switching Operator	User Support	5.2.3	Percentage of Priority 2 ~~DCC~~ Switching Incidents r~~R~~esponded to within SLA (1 hour)
Switching Operator	User Support	5.2.4	Percentage of Priority 2 ~~DCC~~ Switching Incidents r~~R~~esolved within SLA (24 hours)
Switching Operator	User Support	5.2.5	Percentage of Priority 3 ~~DCC~~ Switching Incidents r~~R~~esponded to within SLA (3 working hours)
Switching Operator	User Support	5.2.6.a	Percentage of Priority 3 ~~DCC~~ Switching Incidents r~~R~~esolved within SLA (3 working days)
Switching Operator	User Support	5.2.6.b	Percentage of Priority 3 ~~DCC~~ Switching Incidents r~~R~~esolved within SLA (6 working days)
Switching Operator	User Support	5.2.7	Percentage of Priority 4 ~~DCC~~ Switching Incidents r~~R~~esponded to within SLA (1 working day)

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Switching Operator	User Support	5.2.8.a	Percentage of Priority 4 ~~DCC~~ Switching Incidents r~~R~~esolved within SLA (10 working days)
Switching Operator	User Support	5.2.8.b	Percentage of Priority 4 ~~DCC~~ Switching Incidents r~~R~~esolved within SLA (20 working days)
Switching Operator	User Support	5.4.1	Percentage of Priority 1 Switching Service Requests r~~R~~esolved within SLA (1 Working Days)
Switching Operator	User Support	5.4.2	Percentage of Priority 2 Switching Service Requests r~~R~~esolved within SLA (2 Working Days)
Switching Operator	User Support	5.4.3	Percentage of Priority 3 Switching Service Requests r~~R~~esolved within SLA (3 Working Days)
Switching Operator	User Support	5.4.4	Percentage of Priority 4 Switching Service Requests r~~R~~esolved within SLA (10 Working Days)
CSS	User Support	5.2.6.a	Percentage of Priority 3 ~~Landmark~~ Switching Incidents r~~R~~esolved within SLA (3 working days)
CSS	User Support	5.2.6.b	Percentage of Priority 3 ~~Landmark~~ Switching Incidents r~~R~~esolved within SLA (6 working days)
CSS	User Support	5.2.7	Percentage of Priority 4 ~~Landmark~~ Switching Incidents r~~R~~esponded to within SLA (1 working day)
CSS	User Support	5.2.8.a	Percentage of Priority 4 ~~Landmark~~ Switching Incidents r~~R~~esolved within SLA (10 working days)
CSS	User Support	5.2.8.b	Percentage of Priority 4 ~~Landmark~~ Switching Incidents r~~R~~esolved within SLA (20 working days)
CSS	Service Availability	4.4	Where there is an unplanned outage what percentage of instances did normal operations resume within one hour
CSS	Service Availability	4.2.1	Percentage availability of the CSS excluding scheduled maintenance periods

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CSS	Service Availability	4.2.2	Percentage availability of the CSS connection excluding scheduled maintenance
CSS Certificate Authority	Service Availability	4.2	Percentage availability of CSS Certificate Authority Service excluding scheduled maintenance periods
Switching Operator	Service Availability	4.4.1	Percentage availability of Switching Service Management System and Switching Portal
Switching Operator	Service Availability	4.4.2	Number of hours of scheduled maintenance
Switching Operator	Service Availability	4.5.2	Percentage of nNotifications pProvided to Market Participants for Scheduled Maintenance within SLA (advance notice of at least 8 Working Days)
CSS	Responsiveness ~~and Other Metrics (BCDR)~~	6.4	Percentage of GB Standardised Address List updates within 3 Working Days of receipt
CSS	Responsiveness ~~and Other Metrics (BCDR)~~	6.5	Percentage of reporting data made available within 2 working hours of request for data
CSS Certificate Authority	Responsiveness ~~and Other Metrics (BCDR)~~	6.2	Percentage of Certificate Revocation List update times within SLA where a security certificate has been compromised (4 hours)
CSS Certificate Authority	~~Responsiveness and Other Metrics (~~BCDR~~)~~	6.3	Where a BCDR event is invoked what number of instances was the maximum recovery time objective for the CSS Certificate Authority greater than 8 hours

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CSS Certificate Authority	~~Responsiveness and Other Metrics (~~BCDR~~)~~	6.4	Where a BCDR event is invoked what number of instances was the maximum recovery point objective for the CSS Certificate Authority greater than 15 minutes
CSS	~~Responsiveness and Other Metrics~~ (BCDR~~)~~	6.6	Where a BCDR event is invoked what number of instances was the maximum recovery time objective for the registration service and address management service greater than 8 hours
CSS	~~Responsiveness and Other Metrics~~ (BCDR~~)~~	6.7	Where a BCDR event is invoked what number of instances was the maximum recovery point objective for the registration service greater than 30 minutes
CSS	~~Responsiveness and Other Metrics~~ (BCDR~~)~~	6.8	Where a BCDR event is invoked what number of instances was the maximum recovery point objective for the Address Management Service greater than 120 minutes
CSS	Responsiveness ~~and Other Metrics (BCDR)~~	6.1.a	Where market messages from CSS Users are up to peak day volume, what percentage of days was synchronous validation and a response provided with a mean time of 2 seconds or less
CSS	Responsiveness ~~and Other Metrics (BCDR)~~	6.1.b	Where market messages from CSS Users are up to peak day volume, what percentage of days was synchronous validation and a response provided with a 90th p~~P~~ercentile time of 4 seconds or less
CSS	Responsiveness ~~and Other Metrics (BCDR)~~	6.2.a	Up to peak hourly volume, what percentage of hours did the CSS Provider process Registration Service Requests with a mean time of 3 seconds or less

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CSS	Responsiveness ~~and Other Metrics (BCDR)~~	6.2.b	Up to peak hourly volume, what percentage of hours did the CSS Provider process Registration Service Requests with a 90th pPercentile time of 6 seconds or less
CSS	Responsiveness ~~and Other Metrics (BCDR)~~	6.3.a	Up to peak daily volume, did the CSS Provider process securing of switches and send synchronisation messages to each relevant Switching Data Service Provider with a mean time of 35 minutes or less
CSS	Responsiveness ~~and Other Metrics (BCDR)~~	6.3.b	Up to peak daily volume, did the CSS Provider process securing of switches and send synchronisation messages to each relevant Switching Data Service Provider with a 90th percentile time of 40 minutes or less
Switching Operator	~~Responsiveness and Other Metrics (~~BCDR~~)~~	5.6	Where a BCDR event is invoked what number of instances was the maximum recovery time objective for the switching operator service greater than 8 hours
Switching Operator	~~Responsiveness and Other Metrics (~~BCDR~~)~~	5.7	Where a BCDR event is invoked what number of instances was the maximum recovery point objective for the switching operator service greater than 30 minutes

5.6. The Code Manager shall measure the CRS Provider's performance against the Performance Levels in each month of a given Quarter (for each metric individually and for each Performance Measure Group as a whole), and report to the REC PAB on such performance. The CRS Provider shall co-operate with such monitoring and reporting, and provide such reasonable assistance as the Code Manager may request.

5.7 Where the CRS Provider fails against a single Performance Level on more than one occasion during a Quarter, each instance of failure shall be considered a separate missed Performance Level for the purposes of calculating the Performance Charge for that Quarter.

5.8 Where more than one Performance Level failure occurs as the result of a single issue or incident, and if the REC PAB is satisfied that the nature of the issue or incident made it inevitable that more than one Performance Level would be triggered, then the REC PAB shall treat those related Performance Level failures as one instance of a missed Performance Level for the purposes of calculating the Performance Charge. Where the CRS Provider wishes the REC PAB to combine Performance Level failures as described in this Paragraph 5.8 in relation to a given Quarter, the CRS Provider shall

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make its submissions to the REC PAB within 20 Working Days following the end of the given month ~~to~~in which the Performance Level failure relates ~~to~~.

5.9 Within 20 Working Days following the end of a given month, the CRS Provider may submit a request to the REC PAB (with supporting evidence) requesting that one or more missed Performance Levels during the given month are excused by reason of Force Majeure. The REC PAB shall consider the evidence submitted and determine whether or not to disregard the missed Performance Levels for the purpose of calculating the Performance Charges for the relevant Quarter.

5.10 The decision of the REC PAB under Paragraphs 5.8 and 5.9 shall be final and binding in relation to the CRS Provider's performance against the Performance Levels (subject to Paragraph 5.11 below).

5.11 For clarity, the decisions of the REC PAB under this Paragraph 5 and the amounts of the Performance Charges applied to the CRS Provider by the REC PAB are always without prejudice to the discretion of the Authority and the application of the Price Control Conditions (as defined in the DCC Licence). Without limitation, the CRS Provider may submit to the Authority (further) evidence concerning missed Performance Levels which the CRS Provider considers were not reasonably within its control, subject to the Switching Incentive Regime Guidance (as defined in the DCC Licence).

5.12 Following the Authority's decision as to the CRS Provider's allowed revenue for a Financial Year, any difference in approach as compared to the Performance Charges which were applied by the REC PAB in respect of that Financial Year will be taken into account in determining the budget for the following Financial Year.

For the Interpretation Schedule:

Performance Measurement Group		means the groupings of Performance Levels for the CRS Provider described in paragraph 5.5 of Annex A of the Performance Assurance Schedule.

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