Ethernet Service Level Agreement

We understand that business connectivity is vital to our client's day to day operations and we aim to provide 100% service availability. However should there be any disruption to service Ebbe Connecting Business will use reasonable endeavours to comply with the service levels and fair compensation as set out in this Appendix.
Note: these levels are target service levels only and Ebbe Connecting Business and it's suppliers has no liability for any failure to meet them except as set out in this Appendix.

1.1 Service Demarcation

For all services, with the exception of wires-only internet access, the service demarcation point is the LAN-side port/ports of the Ebbe customer premises router. For wires-only, the service demarcation point is the customer port of the Network Terminating Equipment ("NTE").

1.2. Service Levels

1.2.1. Availability

The Leased Line Service can be used to deliver internet access or IP telephony services. Different network architectures are used to deliver each of these services.

• When used for internet access each Leased Line circuit will be available for 99.9% of any given calendar month;
• When used for IP telephony services each Leased Line circuit will be available for 99.94% of any given calendar month.
The following shall not be included when calculating the above service level(s):
• Outages or delays which are deemed by Ebbe to be the result of matters outside its direct control
• Outages or delays which are a result of a WLR3 fault that affects the availability of the Leased Line service
• Planned or notified maintenance whether in response to an emergency or otherwise.

1.2.2. Performance

The performance measures below are for the end-to-end service, from the Ebbe core network (source) to the service demarcation point (destination):

• Latency (Source to Destination) - <15ms
• Packet Loss - <0.2%
• Jitter (Source to Destination) - <5ms

These performance measures are only applicable to VoIP traffic destined for either Ebbe's Sip Trunking Platform or Horizon Platform and to any other traffic where overall traffic levels on a customer circuit do not exceed the purchased Committed Data Rate (CDR). Where traffic exceeds the CDR, or in the case of VoIP traffic, exceeds the bandwidth purchased to service the VoIP traffic, this traffic will be shaped which may result in increased latency, jitter or packet loss.

1.2.3. Provisioning

Copper: Within 30 working days after the acceptance of the Business Service Agreement and Requirement Order Form.
Fibre: Between 60 and 90 days working days after the acceptance of the Business Service Agreement and Requirement Order Form.

1.3. Service Level Guarantee

1.3.1. Provisioning

Ebbe will activate the service by midnight on the Installation Date.

For managed internet access and services supporting Ebbe IP telephony, the installation of a Ebbe router is required for the full connectivity to the network. This installation occurs on or after the Installation Date.

If Ebbe does not activate the service by midnight on the Installation Date, then Ebbe will credit the Company with a compensation entitlement in accordance with the following table:

Number of working days activation is beyond the Installation Date	Compensation Entitlement - reduction in the connection charge for the circuit
1-10	5%
11-15	10%
16-20	15%
More than 20	20%

Connection charges for any other Ebbe product associated with the service are be excluded from the calculation of the compensation entitlement.

1.3.2. Fault Handling

Ebbe will make available an out of hours fault handling service 24 hours a day and 7 days a week including Public and Bank Holidays.

All faults will be validated when reported and subsequently classified as below:

1) **Priority 1** - Total loss of service (hard down or no transmission of signal in one or both directions).
2) **Priority 2** – Service is available, but either reduced functionality or degradation is creating significant business impact for the End User.
3) **Priority 3** - Service is available, but either reduced functionality or degradation is being experienced by the End User without any significant business impact for the End User

For Priority 1: faults we/supplier will resolve the fault within 5 Clock Hours (as defined below) from a validated fault, or, for Copper Ethernet and FTTC Ethernet, 7 Clock Hours from a validated fault.
For Priority 2: faults we/supplier will resolve the fault within 1 working day from a validated fault.
For Priority 3: faults Gamma will resolve the fault within 3 working days from a validated fault.

Clock hours are calculated and are defined as the time between the Start Time and Stop Time, excluding Parked Time:

1) Start Time: the time a fault has been validated and categorized as a Priority 1 fault.
2) Stop Time: the time a fault has been cleared.
3) Parked Time: the time during which the clearance of a fault is outside of Ebbe's control.

Measurement	Compensation Entitlement - reduction in monthly circuit rental
Each hour or part hour beyond the target fault clearance time	5% of the monthly rental

Credits will be applied on a per fault basis and will be capped at 100% of the monthly circuit rental. Monthly rental charges for any other Ebbe product associated with the service are excluded from the calculation of the compensation entitlement.

1.4. Exclusions from Service Levels and the Service Level Guarantee

A service level, service level guarantee and any compensation entitlement will not apply if:

- the failure by Ebbe is due to the Company's, its Customer's or its End User's own network or equipment or any other network (including but not limited to the internet) or equipment outside the Ebbe network;
- the Company is in breach of any part of these terms and conditions or the Supply Agreement and such breach affects Ebbe's ability to comply with the service level and/or service level guarantee or if Gamma's underlying service provider suspends the service or any part of it as a result of any such breach;
- through no fault of its own or because of circumstances beyond its reasonable control, Ebbe is unable to carry out any necessary work at, or gain access to the Company's, its Customer's or End User's site or the Company fails to agree an appointment date or planned work is aborted (save at Ebbe's request);
- reasonable assistance is required or information is reasonably requested by Ebbe from the Company, its Customer or End User or a third party and such assistance or information is not provided or is not provided in a timely fashion;
- through no fault of its own, Ebbe is unable to obtain any necessary permissions or consents required in connection with the performance of a particular service level or service level guarantee;
- the failure is due to Force Majeure or some other event outside Ebbe's reasonable control;
- the failure is due to a planned or emergency service interruption;
- the failure is due to an inaccurate Order Form having been submitted;
- a fault is not reported in accordance with the fault reporting procedures; or
- the Company, its Customer or End User has failed to implement any reasonable and explicit instructions issued by Ebbe in relation to the service.
- the fault handling resolution times for Leased Lines do not include any time taken to first resolve any WLR3 faults affecting the availability or performance of the Leased Line service. The fault target resolution time will commence from

the time that it is established that the WLR3 line is in working order and is not affecting the Leased Line service.

1.5. Wires-Only Service

Services provided to the reseller without a Ebbe-supplied and managed customer premises router are known as ‘wires-only’ services. These services are not provided as managed services and therefore have a reduced Service Level Agreement, as set out below:

(a) For a wires-only service, the service demarcation point is the customer port of the Network Terminating Equipment (“NTE”);
(b) The service levels set out in paragraphs 1.2.1 and 1.2.2 above apply to the Ebbe core network only;
(c) In the event of a fault, Ebbe will use reasonable endeavours to resolve the fault within the timescales set out in this document. However, no compensation will be credited by Ebbe in the event that any these timescales are missed.