

Wholesale Data Services - Service Level Agreement (SLA)

1. DEFINITIONS AND INTERPRETATION

- 1.1 This SLA applies to Retail Service Providers who receive Data Services and should be read in conjunction with the [Wholesale Terms & Conditions](#), the [Data Services Terms and Conditions](#), the Data Services Price List, and the [Data Services Process Manual](#).
- 1.2 Terms defined in the [Wholesale Terms & Conditions](#) and the [Data Services Terms and Conditions](#) shall have the same meaning in this SLA.
- 1.3 In addition to the exclusions and limitations set out in the [Wholesale Terms & Conditions](#) and the [Data Services Terms and Conditions](#), the service levels and any associated service credits are subject to the exclusions set out in this SLA.

2. INSTALLATION SERVICE LEVEL

- 2.1 Fibrus Networks shall complete the [Installation Services](#) by the date set out in the Purchase Order.
- 2.2 Where the [Installation Services](#) are completed after the date set out in the Purchase Order, the Retail Service Provider shall be entitled to service credits equal to 100% of the relevant individual circuit's rental Charge for every Business Day or part Business Day after the date set out in the Purchase Order (as varied by agreement or as otherwise allowed under the [Wholesale Terms & Conditions](#) and the [Data Services Terms and Conditions](#)), up to a maximum of 60 Business Days.
- 2.3 The service levels and any associated service credits shall not apply in any of the following circumstances:
 - (a) matters not present or unable to be ascertained at site survey stage, including:
 - (i) a cable or exchange breakdown;
 - (ii) a collapsed, blocked (e.g. cement), or damaged duct/manhole;
 - (iii) a manhole or footway box that is contaminated with, or by, a substance which requires special treatment, e.g. petrol;
 - (iv) the presence of asbestos has been identified;
 - (v) notice is required for works affecting the public road or highway under the applicable legislation (including the Traffic Management Act 2004 and the Street Works (Northern Ireland) Order 1995, each as amended from time to time), together with any associated licences, permits and approvals; or
 - (b) security clearance is required but has not yet been granted; or
 - (c) relevant permissions have not been obtained, including (without limitation) wayleaves.

3. DATA SERVICES - SERVICE LEVELS

- 3.1 The Retail Service Provider must log all Outages on the Wholesale Portal following the steps set out in the [Data Services Process Manual](#).
- 3.2 Where an Outage has been correctly logged and is valid, Fibrus Networks will (on a 24/7 basis):
 - (a) acknowledge the Outage within 1 clock hour; and
 - (b) resolve the Outage within 5 clock hours.
- 3.3 Where an Outage causes a total loss of service (i.e. no transmission of signals in one or both directions between the product demarcation points) for more than 5 clock hours after it was logged, the Retail Service Provider shall be entitled to service credits calculated as follows: (i) an initial credit of 15% of one month's rental Charge for the affected individual circuit, accruing immediately upon the expiry of 5 clock hours; and (ii) a further credit of 15% of one month's rental Charge for the affected individual circuit for each full clock hour thereafter until the affected Data Service is restored, subject to a maximum aggregate period of 200 clock hours from the time the Outage was logged.

Worked Example:

If the Data Service is restored once 7 clock hours (but less than 8 clock hours) have elapsed, the service credits accruing would be 15% of one month's rental Charge for the affected circuit multiplied by 3 (15% for exceeding the 5 hours and 15% for each of the full hour over the 5 hours).

- 3.4 The service levels and any associated service credits shall not apply in any of the following circumstances:
 - (a) the service failure arises from or is attributable to the Retail Service Provider's or its end customers' network or equipment, or any equipment that is not owned, supplied, or operated by Fibrus Networks;
 - (b) the failure is due to a Force Majeure Event or matters beyond Fibrus Networks' reasonable control;
 - (c) Fibrus Networks is unable to gain site access;
 - (d) Fibrus Networks is unable to agree appointment date through no fault of its own;
 - (e) the Outage repair has been stopped due to Retail Service Provider delay;
 - (f) an alternative timescale has been mutually agreed between the Retail Service Provider and Fibrus Networks;
 - (g) Fibrus Networks is unable to gain necessary permissions to complete the repair;
 - (h) the loss of service is due to an Excused Outage;
 - (i) the repair is delayed due to inaccurate information provided by the Retail Service Provider;
 - (j) the repair is delayed due to the Retail Service Provider's failure to respond to information requests;
 - (k) the Outage was not reported correctly;

- (l) the failure of public internet or a DNS attack;
- (m) the Outage is not classed as loss of service; or
- (n) a physical cable break in the network or in-building cabling.

4. APPLICATION OF SERVICE CREDITS

- 4.1 Service credits shall be applied as a deduction from the amounts due from the Retail Service Provider to Fibrus Networks. Fibrus Networks shall not, in any circumstances, be obliged to make any cash payment or refund to the Retail Service Provider in respect of any service credit.
- 4.2 Service credits shall be the sole and exclusive financial remedy for Fibrus Networks' failure to meet the service levels.

5. MONITORING

Fibrus Networks shall monitor performance against the service levels using its standard operational systems and processes. The measurement of service levels shall be based on the records maintained by Fibrus Networks in the ordinary course of business.