

Fibre Force – Dedicated Connectivity SLA

Overview

This Service Agreement forms an integral part of the agreement between You and Us and describes the guaranteed levels of service that You will receive from Fibre Force. It also sets out the compensation available should we fail to provide those levels of service.

This document includes the following Dedicated Connectivity Access variants provided by Fibre Force:

Wireless	Your Service is provided either partially or fully via third party fixed wireless infrastructure
NNI	Your Service is provided within a data centre
Connected Building	Your Service is provided within a Connected Building or Preconnect
Fibre	Your Service is provided either partially or fully via third-party infrastructure

Services delivered via the above Access variants include;

- Dedicated Internet Access
- IPVPN
- Ethernet
- Wavelength
- Dark Fibre
- Cloud Connect

This document refers to the above individually or collectively as “Services”

For products not listed above, or any questions, please speak to your account manager.

Support

Access to support

Customers have access to a UK-based NOC team of Technical Support Engineers (TSEs) via email and phone 24 hours a day, 365 days a year. TSEs will respond in accordance with the Priority Level Guidelines below to help diagnose service problems, configure, troubleshoot, and provide work-around solutions where necessary, TSEs can also escalate any support request to senior management.

The NOC is integrated within the broader network and engineering teams which allows for problem escalation to subject matter experts based upon the technical problem.

Opening a Support Ticket

Customers can make service requests and open support tickets as follows

- Email: hello@fibeforce.co.uk
- Phone: 0203 900 4222

Resolution process

In order to diagnose and resolve technical support issues our NOC will work with authorised customer contacts and partners to gather information and perform corrective action. This triage can include:

- Working with site contacts to perform physical and environmental checks, such as power, device light status checks and that cabling is still correctly seated.
- Performing health checks on managed devices including confirming if they are accessible remotely and are working as expected.
- Performing health checks on Fibre Force and supplier maintained infrastructure.
- Raising and managing support requests with suppliers and partners when required.
- Co-op with Supplier Field Engineering teams to troubleshoot hardware issues at customer or Fibre Force maintained sites.

Following triage, fault resolution can include repairing or replacing managed hardware including managed internal and external cabling, or making configuration changes to Fibre Force maintained hardware or WAN infrastructure.

Escalations

If for any reason you are not satisfied with the progress of your Support ticket, you can request the NOC to change the priority level of its request, or escalate the request by following the escalations process as defined in the Customer Escalation Guide.

Fault priority level and response guidelines

Incident Level:		P1: Critical	P2: High	P3: Medium	P4: Low
Incident Description		Total Service outage or complete loss of critical business operational functionality with no workaround or manual process available to mitigate the problem.	Significant disruption to Service or a core critical function with no workaround or manual process available to mitigate the problem.	Degradation to Service that does not impact critical business functions and has a workaround or manual process available to mitigate the problem.	Service functionality unaffected, no impact to ability to operate normal business function
Wireless	Support Response	Within 1 hour	Within 4 business hours	Within 8 business hours	Within 12 business hours
	Update Frequency	Every 4 hours	Every business day	Every 3 business days	Every week
	Time to Fix SLA	Within 4 hours	Next business day	Next business day	N/A
NNI	Support Response	Within 1 hour	Within 4 business hours	Within 8 business hours	Within 12 business hours
	Update Frequency	Every 4 hours	Every business day	Every 3 business days	Every week
	Time to Fix SLA	Within 4 hours	Next business day	Next business day	N/A
Connected Building	Support Response	Within 1 hour	Within 4 business hours	Within 8 business hours	Within 12 business hours
	Update Frequency	Every 5 hours	Every business day	Every 3 business days	Every week
	Time to Fix SLA	Within 5 hours	Next business day	Next business day	N/A
Fibre	Support Response	Within 1 hour	Within 4 business hours	Within 8 business hours	Within 12 business hours
	Update Frequency	Every 5 hours	Every business day	Every 3 business days	Every week
	Time to Fix SLA	Within 5 hours	Next business day	Next business day	N/A

Business hours are defined as 08:30-17:30 UK, Monday to Friday, excluding UK bank holidays

Fibre Force responsibilities

Once you initiate a support ticket with the NOC:

- A TSE will:
 - Take ownership of the support ticket
 - Begin troubleshooting, diagnostics, and problem replication as appropriate.
 - Provide you with periodic updates on problem status and escalate the problem as required according to escalation management guidelines, or at the Customer's request.
- Hold appropriate spares to carry out our responsibilities
- Alert you if we believe our work will disturb unaffected parts of the network we manage
- Follow any health and safety procedures we have received a copy of, while our employees, agents or subcontractors are on site
- Carry out our responsibilities with due care and attention and in a way that keeps business disruption to a minimum
- Close the support ticket when the End User agrees that the problem has been resolved.
- When a TSE updates a support ticket, you will receive an email with the update.

Customer responsibilities

You must provide Fibre Force with the correct environment, information, co-operation, assistance and access to facilitate as we reasonably require to enable Fibre Force to provide the Service. You'll be exclusively responsible and accountable for any charges, liabilities or losses incurred as a result of your failure to meet these requirements and associated general terms and conditions.

- **Environmental** - suitable and industry standard location with power protection free of surges and fluctuations and with suitable air conditioning and humidity control to keep equipment in good working order
- **Access Control** - suitable, controlled and where necessary restricted physical access to ensure equipment is appropriately protected against accidental or malicious physical damage, interference or disruption

Some repair work may be disruptive and so you must not unreasonably withhold permission to do such work, we will give you notice of the repair work and we will not start until you give Fibre Force your permission to do so.

Time spent in repairing a Fault or restoring the Service as a result of any of the following events will not be counted as part of restoration time when calculating Service Credits:

1. Your failure or delay in providing the necessary cooperation required by Fibre Force including, without limitation:
 - a. supply of the necessary information; or access to the relevant sites; or
 - b. supply of the necessary power or facilities; or
2. Your relevant personnel cannot be contacted to assist Fibre Force or to confirm the Service is restored; or
3. a Planned Outage; or
4. an Excused Outage.

The time taken to restore a Fault is measured from the time the Fault Report is recorded on Our fault management system until the time We notify You that Service has been restored or in the event that We are unable to contact You, the time recorded on Our Business fault management system that the Service has been restored.

Service availability

Fibre Force guarantees that your Dedicated Connectivity Service will be 99.99% available, measured by the services ability to transmit or receive data between any two points on Fibre Force's network.

Service availability is measured from 00:01 on the first day to 24:00 on the last day of each calendar month and work out monthly Service availability like this:

$$\frac{24 \text{ (hrs)} \times \text{days in month} - \text{Outage Time (hrs)}}{24 \text{ (hrs)} \times \text{days in month}} \times 100\%$$

Should your Service availability fall below the guarantee due to unscheduled unavailability, applicable Service Credits may be claimed in accordance with the credit schedule.

As an example, if a 4 hour total Service outage in a 31 day month occurred, the Service Availability is worked out as 99.46%. In this instance, Service Credits would be available.

$$\frac{24 \times 31 - 4}{24 \times 31} \times 100 = 99.46\%$$

There are many factors outside of Fibre Force's control that may result in a Service Fault including, but not limited to scenarios documented elsewhere in this agreement. An Excused Outage or Planned Outage shall not count as Outage Time. The determination of Service availability is made at Fibre Force's sole discretion.

Bandwidth availability

Fibre Force guarantees that Subscribed Bandwidth for Dedicated Connectivity Services will be available 100% of the time.

Service credits

Fibre Force will issue any applicable account credits within 1 month of your claim. Credits are issued at the sole discretion of Fibre Force. The Credit amount may not be redeemed for cash, and account credit will automatically be applied to future invoices. No credit issuance may exceed 100% of your monthly rental charges for any affected Services. No refunds will be provided by Fibre Force for any reason.

Credit schedule

Service credits are available in the event of a total Service loss that leads to availability falling below the guaranteed Service Availability.

Service availability credit schedule

If your Service availability falls below the uptime guarantee set out in this document due to unscheduled unavailability, you are able to claim Service Credits as set out below.

Availability	Service Credits Payable
0.5 percentage points below guarantee	5% of monthly rental
1.0 percentage points below guarantee	10% of monthly rental
1.5 percentage points below guarantee	15% of monthly rental
>2.0 percentage points below guarantee	20% of monthly rental

The Service Availability Credit Schedule does not apply if Outage Time is caused by Planned Outage (Scheduled Maintenance) or Excused Outage (see Definition for full list).

Time To Fix (TTF) credit schedule

If Fibre Force fail to fix your Critical Fault within the Time To Fix (TTF) SLA as set out in this document, you are eligible to claim additional service credits

Time to Fix	Service Credits Payable
0-4 Hours past target	10% of monthly rental
4-12 Hours past target	15% of monthly rental
>12 hours past target	20% of monthly rental

The Time To Fix (TTF) Credit Schedule does not apply if Outage Time is caused by Planned Outage (Scheduled Maintenance) or Excused Outage (see Definition for full list).

It's unlikely to happen, but if We ever owe You Service Credits for both Service Availability and Time To Fix (TTF), You'll only be entitled to the greater Service Credit.

Service Credits for unscheduled maintenance

Unscheduled Maintenance occurs when Fibre Force fails to give a notice of at least 24 hours for maintenance or, in the rare event, provides no notice at all. In such cases that lead to a total Service outage, Service Credits may be claimed as set out in the Credit Schedule.

Non-service affecting faults

Non-service-affecting faults are those that do not affect the service the End User experiences or causes a short outage (typically less than a minute) before service is restored. For example, when a primary fibre to the customer premise has been severed and the service has been automatically restored via a secondary fibre, the service is available but the primary fibre still needs repairing. Repair times for non-service affecting faults will be agreed on a case-by-case basis.

Compensation is not payable for non-service-affecting faults

How to claim Service Credits

To request Service Credits, You must claim in writing within three months of the Incident. If You do not claim Service Credits within such period You will be deemed to have waived the applicable Service Credits.

You agree that Service Credits shall be Your sole and exclusive financial remedy for Fibre Force's failure to meet Service Levels and that Service Credits payable shall relate to the monthly Rental of the Service that is the subject of the Incident.

Customers can claim Service Credits as follows

- Email: hello@fibreforce.co.uk

General

Maintenance

From time to time, it may be necessary to perform scheduled maintenance, also known as a Planned Outage, on Fibre Force's network that causes a disruption to your Service. Fibre Force may conduct such maintenance on any day between the hours of 12AM and 6AM local time, provided that Fibre Force has provided you with at least 24 hours written notice of such maintenance.

In the event that Fibre Force must perform unscheduled maintenance on its network without providing a minimum of 24 hours written notice, you are able to claim Service credits in accordance with the credit schedule.

Maintenance that is required as a result of damage to Fibre Force's fibre system by third parties does not qualify as scheduled maintenance or unscheduled maintenance and does not qualify for Service credit.

Denial of Service / Distributed Denial of Service

In the event of a Denial of Service (DoS), or Distributed Denial of Service (DDoS) attack toward the Fibre Force Network or a Fibre Force customer, Fibre Force will begin mitigation efforts within 15 minutes.

Fibre Force is not responsible for Service interruptions as a result of any attack on our network by a third party.

Mitigation of DoS / DDoS attacks may involve temporarily filtering traffic towards a customer-facing IP address in a practice commonly referred to as "null routing". Fibre Force does not accept responsibility for interruptions or downtime caused as a result of null routing an attacked IP address.

Packet Loss

Fibre Force targets packet loss between any two points on Fibre Force's network at less than 0.1% at any time.

Latency

Fibre Force targets round-trip latency between any two points on Fibre Force's network at 5ms or less at any time, provided that both points are located in the same metropolitan area.

Customer Premise Equipment

For Fibre Force-owned devices provided in connection with your Services, we guarantee that we will facilitate the installation of a replacement device within one business day of an assessed failure by the Fibre Force Network Operations team.

It is your obligation to provide Fibre Force with any and all necessary access to perform repairs or replacements associated with our Services. Fibre Force is not responsible for any delay to restore or repair its Services caused by your failure or delay in providing necessary access to Fibre Force technicians.

Fibre Force does not accept responsibility for physical damage to Fibre Force-owned devices once installed in your space, whether intentional or accidental, including damages caused by power related issues such as surges and/or brownouts. It is your obligation to provide surge protection and/or battery backup protection if desired.

Fibre Force does not accept responsibility for the failure, mis-configuration, or deficiency of equipment not provided by Fibre Force for use in connection with your Services.

Use of Alternate Service

In the event that you elect to procure or use alternate Services at any time, Fibre Force accepts no responsibility for any charges or fees incurred in connection with their usage.

Force Majeure

Fibre Force is not responsible for any failure to meet its Service level objectives or guarantees that is caused by a Force Majeure event. Force Majeure events include, but are not limited to: fire, explosions, power failures, strikes or labour disputes, water (including flooding), physical access limitations, acts of God, the elements (including severe storms), war, civil unrest, or acts of terror.

Congestion Mitigation Procedure

Fibre Force will begin to attempt to mitigate any congestion or oversaturation on its network within 15 minutes of an acknowledgement to an initial report. Fibre Force will continue to provide regular updates to you until the congestion has been mitigated or until Fibre Force determines that it is not possible to resolve the issue from its Network Operations Center.

If it is not possible to resolve a congestion condition from Fibre Force's Network Operations Center, Fibre Force may deem it necessary to increase capacity at certain points on its network or its fibre/wireless system. In the event that this becomes necessary, Fibre Force guarantees that it will increase physical capacity within 72 hours subject to Physical Access and Safety limitations imposed by third-parties.

Should Fibre Force need to engage in congestion mitigation, Service credits can be claimed in accordance with the credit schedule.

Congestion mitigation and any possible account credits associated with such mitigation do not apply to denial of Service (DoS) or distributed denial of Service (DDoS) attacks toward Fibre Force's network or Fibre Force's customers.

Intrusive Testing Procedure

If a Service's performance is believed to be degraded or incapable of using its subscribed bandwidth, Fibre Force may determine that it is necessary to perform additional tests to verify the availability of subscribed bandwidth and re-certify the Service's integrity.

Intrusive testing may involve disconnecting network equipment and/or disrupting live traffic across your network. Fibre Force will schedule an intrusive testing window around the needs of the Customer, at which time, a Customer representative must be on-site and a Fibre Force engineer will be available remotely to coordinate testing.

For purchased bandwidth of 1Gbps and greater, the usage of specialised testing devices may be required to achieve desired throughput. Fibre Force does not make any representations or warranties as to the performance of your computers, peripherals, or other network hardware and/or their abilities to sustain data transfers

at any purchased bandwidth level.

You agree to participate in intrusive testing if Fibre Force engineers determine that these tests are necessary in demonstrating bandwidth availability. Fibre Force reserves the right to deny the issuance of account credits otherwise allocated under its Service guarantees when a request for intrusive testing at a mutually agreeable time is refused.

If an on-site service call is required and intrusive testing by an Fibre Force engineer reveals full bandwidth availability and no Service degradation, a dispatch fee of £250 may apply. time is refused.

Definitions

Access variant means the method in which Fibre Force delivers your Service.

Customer means the company or individual that purchased the Service as set out in the Agreement or Order Form.

End user means the company or individual using the Service

Excused outage means any Fault caused by:

- A. Your network or system, or any part of it; or
- B. any problem associated with equipment connected on Your side of the Fibre Force network termination point; or
- C. Your acts or omissions; or
- D. Your breach of the Agreement; or
- E. Your failure or delay in complying with Our reasonable instructions; or
- F. Any refusal to allow Fibre Force, Our employees, agents or subcontractors to enter into the relevant premises to diagnose or remedy any Fault; or
- G. There is not appropriate power on the premises, or there is power failure at the premises; or
- H. A force majeure event as set out in the Agreement; or
- I. An act or omission of any third party which is beyond our reasonable control which shall include, without limitation, a fibre cut.

J. **Access Variant** means the method in which Fibre Force delivers your Service.

K. Your network or system, or any part of it; or

L. Any problem associated with equipment connected on Your side of the Fibre Force network termination point; or

M. Your acts or omissions; or

N. Your breach of the Agreement; or

O. Your failure or delay in complying with our reasonable instructions; or

P. Any refusal to allow Fibre Force, our employees, agents or subcontractors to enter into the relevant premises to diagnose or remedy any Fault; or

Q. There is not appropriate power on the premises, or there is power failure at the premises; or

R. A force majeure event as set out in the Agreement; or

S. An act or omission of any third party which is beyond our reasonable control which shall include, without limitation, a fibre cut.

Fault means Service downtime (other than a Planned Outage or an Excused Outage) resulting in a total loss of Service where it is not possible to transmit internet data in one or both directions and which has been reported to Fibre Force and recorded in accordance with standard fault reporting procedures.

Incident means the event that has occurred leading to the logging of a support ticket

NOC means Network Operations Center

Planned outage means **scheduled maintenance** that results in any Service downtime:

A. Scheduled by Fibre Force to carry out any preventative maintenance or upgrades to the Service or our Communications Network; or

B. Caused by any services You request or authorise including without limitation, network redesign or reconfiguration.

Fibre Force means Woo Woo Ltd. For the avoidance of doubt

Our, Ours and **Us** shall include Fibre Force and any subcontractors and suppliers.

Time To Fix (TTF) means the time taken, in hours, business hours or business days between logging the Incident and resolving the incident

Service means the service that Fibre Force provide to You as set out in the Agreement or Order Form.

Service Availability means the guaranteed uptime of the Service displayed as a percentage

Service Credit is the amount Fibre Force credit or pay You for failing to meet Service Levels.

Service Levels means the service levels set out in this Service Description.

Subscribed Bandwidth means the amount of bandwidth purchased by You as set out in the Agreement or Order Form.

You means the customer of Fibre Force. For the avoidance of doubt,

You and **Your** shall include Your employees, subcontractors and agents.