



F I B R E F O R C E

Fibre Force Portfolio Service Level Agreement

On and Off Net Services

(Customer Agreement)

SERVICE LEVEL AGREEMENT relating to the provision of Portfolio Services (the “SLA”)

The term ‘Customer’ shall be considered one and the same as ‘Partner’ for the purpose of this SLA and for consistency with any MSA, Framework or other such relevant terms and conditions.

The term ‘Agreement’ shall refer to the MSA or such other terms and conditions entered into between the parties. For the avoidance of doubt, ‘On Net’ services are Services marked on the ITS Portal as ITS or as LCR Connect (if in doubt please contact your Account Manager).

1. Leased Line Services including ‘FibreBright’ On Net

1.1. Fibre Force Products & Services Covered

1.1.1. This SLA relates to any fibre services provided by Fibre Force and that are On Net.

1.1.2. In the event Fibre Force fails to meet service levels, the Customer must supply in a form acceptable to Fibre Force the precise nature of the service issue. This information should be supported from the Customer’s own records and should clearly show service unavailability within the Fibre Force network.

1.2. Order Review and Processing

1.2.1. Fibre Force will process every Order and acknowledge back to the Customer within six (6) working days of electronic receipt.

1.2.2. Fibre Force will process any specific request(s) contained within the Order and respond to these within twenty five (25) working days of ‘receipt acknowledgement’ pursuant to clause 1.2.1 above. This includes responses to any specific service related questions, costs or indicative provision dates.

1.3. Fibre Force Core Network Availability for Leased Line FibreBright, Direct Internet Access Products

1.3.1. The Fibre Force core network has a 99.99% availability target.

1.3.2. In the event Fibre Force fails to meet the target contained in clause 1.4.1, the following information must be submitted to Fibre Force:- three (3) date and time stamped Internet Control Message Protocol (ICMP) traceroutes, which have been taken a minimum of one (1) hour apart, whereby the period window does not exceed four (4) hours. This should be obtained from the Customer’s Local Access Network (LAN) equipment clearly showing service unavailability within the Fibre Force core network.

1.4. Fibre Force Network Latency for Leased Line FibreBright, Direct Internet Access Products

1.4.1. Fibre Force’s target is to provide a maximum average round-trip of twenty (20) milliseconds latency between any two routers on the Fibre Force core network measured over a one (1) hour period.

1.4.2. In the event Fibre Force fail to meet the target contained in clause 1.4.1, the following information must be submitted to Fibre Force:- three (3) date and time stamped ICMP traceroutes, which have been taken a minimum of one (1) hour apart whereby the period window does not exceed four hours. This should be obtained from the Customer LAN equipment clearly showing the latency issue within the Fibre Force core network.

1.5. Customer Circuit Availability for Leased Line FibreBright, Direct Internet Access Product

1.5.1. For circuits with access connection resiliency provided by Fibre Force:

1.5.1.1. Fibre Force aims for 99.99% service availability on circuits provided by Fibre Force on our networks.

1.5.1.2. Where any element of the circuit from the Customer Site to the Fibre Force point of presence is delivered using a third-party network, Fibre Force will pass on the availability target from the network provider on request.

1.5.2. For circuits without access connection resiliency provided by Fibre Force:

1.5.2.1. Fibre Force aims for 99.5% service availability on circuits provided by Fibre Force on our networks.

1.5.2.2. Where any element of the circuit from the Customer Site to the Fibre Force point of presence is delivered using a third-party network, Fibre Force will pass on the availability target from the network provider on request.

1.5.3. The target contained in clauses 1.5.1 and 1.5.2 excludes:

1.5.3.1. incidents caused by power disruption at the Customer Site;

1.5.3.2. incidents caused by any Customer device and associated cabling; and

1.5.3.3. MBORC matters beyond our reasonable control

1.5.3.4. Force Majeure

1.5.4. Clauses 1.5.1 and 1.5.2 **DO NOT** apply to:

1.5.4.1. where Customer Site hardware is not the responsibility of Fibre Force.

1.6. Customer Circuit Repair Time for Leased Line FibreBright, Direct Internet Access Products

1.6.1. On Net Services are monitored and managed by Fibre Force, potentially service affecting issues will be proactively informed to the customer, for the customer to confirm that there is a problem and complete their first line checks, the timing of response and resolution will commence from the point that an issue is identified by the Customer and a ticket is raised with Fibre Force.

1.6.2. Fibre Force would expect that the Customer has fully performed and undertaken network and circuit diagnostic checks, and verified that the issue(s) is/are due to the Fibre Force network, before a fault is raised to Fibre Force support. Fibre Force reserves the right to raise a time related charge for faults raised with Fibre Force that are subsequently shown to sit on the Customers own network or that of a 3rd party network contracted by the Customer.

1.7. Performance SLA's for Leased Line FibreBright, Direct Internet Access Products

Standard Service Targets/SLA				
Priority	Description	Response Time	Target Resolution Time	KPI Target (JV)
1	Major service outage on ITS core network or service providers distribution connection.	2 Hours	10 Hours	90%
2	Degraded service or partial loss of service including increased latency and circuit unavailability	3 Hours	10 Hours	90%
3	Incident or request for system administration support where a failure workaround is in place	10 Hours	3 Working Days	90%

1.7.1. The SLA performance contained in clause 1.7 excludes:

- 1.7.1.1 incidents caused by power disruption at the Customer Site;
- 1.7.1.2 the Customers CPE and associated cabling; and
- 1.7.1.3 MBORC.
- 1.7.1.4 Force Majeure

1.7.2. In the event Fibre Force fail to meet this target, the following information must be submitted to Fibre Force:

- 1.7.2.1. The Fibre Force customer helpdesk ticket reference;
- 1.7.2.2. A copy of the attached device running configuration clearly showing the issue; and
- 1.7.2.3. A copy of the length of time the issue was observed/monitored for.

2. Credits

- 2.1. Should any of the above metrics be breached then a service credit will be issued to the Customer against the circuit referenced with the issue.
- 2.2. If there is a service outage, based on Fibre Force data, Fibre Force will apply service credits in accordance with the criteria below:-

Priority	Target Resolution Time	SLA Service Credit / Maximum Claim
1	8 Hours	1 day's circuit rental for each clock hour of outage beyond 6 hours after taking into consideration Customer dwell time, up to a maximum of 10 days

		in any calendar month / 40 days in any calendar year.
2	10 Hours	1 day's circuit rental for each calendar day of issue recurring beyond 8 hours after taking into consideration Customer dwell time, up to a maximum of 5 days in any calendar month / 20 days in any calendar year.
3	3 Working Days	No service credits are issued. ITS will give reasonable endeavours to support and assist with any Customer diagnostic / workaround required.

- 2.3. For the purpose of calculating the outage period, a fraction of one (1) hour will be rounded-up to the nearest hour, provided the Customer reports the outage within the "Claims" criteria below.
- 2.4. If Fibre Force, based on its data, fails to meet the availability target in a rolling twelve-month (12) period Fibre Force will apply a credit to the Customer's rental charge for the leased line as follows:
- 2.4.1. If failure to meet the availability target occurs in two (2) consecutive calendar months, Fibre Force will apply a credit equivalent to two day's rental charge for that leased line;
- 2.4.2. If failure to meet the availability target occurs for longer than two (2) consecutive calendar months, Fibre Force for each additional month will apply a credit equivalent to two day's rental charge for that service.
- 2.5. If Fibre Force, based on its data, fails to meet the latency target, Fibre Force will apply a credit to the Customer's rental charge for the leased line as follows:
- 2.5.1. If failure to meet the latency target occurs in two (2) consecutive calendar months, Fibre Force will apply a credit equivalent to one day's rental charge for that leased line;
- 2.5.2. If failure to meet the latency target occurs for longer than two (2) consecutive calendar months, Fibre Force for each additional month will apply a credit equivalent to one day's rental charge for that service.

The limit for any SLA claims (the "**Service Credit Cap**") is a total value equivalent to ten (10) days rental in any calendar month and to a maximum of forty (40) days in any one (1) calendar year.

3.

3.1. FTTP Broadband Services known as 'FibreLight' and 'FibreOne' delivered on-net

3.1.1. Fibre Force will process every Order and acknowledge back to the Customer within six (6) working days of electronic receipt.

3.1.2. Fibre Force will process any specific request(s) contained within the Order and respond to these within twenty five (25) working days of receipt acknowledgement as in clause 3.1.1 above. This includes responses to any specific service related questions, costs or **indicative provision dates**.

3.2. Products & Services Covered for Broadband Services FTTP FibreLight and FibreOne

3.2.1. In the event Fibre Force fail to meet service levels, the Customer must supply in a form acceptable to Fibre Force the precise nature of the service issue. This information should be obtained from the Customer's Local Access Network (LAN) equipment and should clearly show unavailability within the Fibre Force network.

3.2.2. If an incident is subsequently raised investigation and diagnostics will be instigated.

3.3. Customer Circuit Availability for Broadband Services FTTP FibreLight and FibreOne

3.3.1. Fibre Force core network has a 99.99% availability target.

3.3.1.1. Where the circuit from the Customer Sites to the Fibre Force point of presence is delivered using a third-party network, Fibre Force will pass on the availability target from the provider on request.

3.3.2. The target contained in clause 3.3.1 excludes:-

3.3.2.1. incidents caused by power disruption at the Customer Site;

3.3.2.2. incidents caused by any Customer device and associated cabling; and

3.3.2.3. MBORC.

3.3.2.4. Force Majeure

3.4. Customer Circuit Repair Time for Broadband Services FTTP FibreLight and FibreOne

- 3.4.1. The timing of response and resolution times will be determined from when a fault ticket is raised with Fibre Force.
- 3.4.2. Fibre Force would expect that the Customer has fully performed and undertaken network and circuit diagnostic checks and verified that the issue(s) are due to the Fibre Force (or our 3rd party supplier's) network, before a fault is raised with Fibre Force.
- 3.4.3. To the extent, a fault is raised and then proven to be due to power at the Customers Site or due to the Customers own equipment (pursuant to clause 3.4.2) then Fibre Force may apply a service charge to the Customer for any work undertaken.

3.5. Performance SLA's for Broadband Services FTTP FibreLight and FibreOne

The SLA period starts from the time a ticket is raised by Fibre Force and normal working hours are between 08:00 & 18:00 Monday – Friday, excluding weekends and public holidays as per clause 8.5:

Standard Service Targets/SLA				
Priority	Description	Response Time	Target Resolution Time	KPI Target
1	Full service outage on ITS connection (or service providers distribution connection).	6 Working Hours	12 working hours for FibreLight (24 hours) 24 Working Hours for Fibre1 (48 hours)	90%
2	Degraded service or partial loss of service.	10 Working Hours	20 Working Hours	90%
3	Incident or request for system administration support where a failure workaround is in place	24 Working Hours	Fibre Force reasonable Endeavours	90%

- 3.6. The SLA performance contained in clause 3.4 excludes:
 - 3.6.1. incidents caused by power disruption at the Customer Site; or
 - 3.6.2. the Customer CPE and associated cabling.
- 3.7. In the event Fibre Force fail to meet the performance threshold, the following information must be submitted to Fibre Force:
 - 3.7.1. The Fibre Force customer helpdesk ticket reference.
 - 3.7.2. A copy of the attached device running configuration, clearly showing the issue and a copy of the length of time the issue was observed / monitored for.

4. Exclusions

- 4.1. The service levels shall not apply during:
 - 4.1.1. Planned Engineering works, in cases of scheduled maintenance, Fibre Force aims to provide 8 days notice, but will exceptionally need to programme work at forty-eight (48) hours in advance and emergency maintenance where notified to the Customer four (4) hours in advance. For the avoidance of doubt, both exempt from claims under this SLA;
 - 4.1.2. emergency maintenance carried out with less than four hours' notice, should the impact of not carrying out the maintenance cause a breach of the SLA. Denial of service attacks against the Customer's Service is also exempt from claim under this SLA;
 - 4.1.3. A time where Services are suspended or reduced pursuant to the Agreement as a result of the default of the Customer;
 - 4.1.4. MBORC; Matters Beyond our Reasonable Control
 - 4.1.5. any event of Force Majeure;
 - 4.1.6. where the Customer is in breach of the Agreement.

5. Credits

- 5.1. Should any of the above metrics (contained in clause 2 above) be breached, then a service credit will be issued to the Customer against the circuit referenced with the issue. The Service Credit Cap is equivalent to the SLA Fibre Force receives from its supplier operator directly and will vary depending on the operator used.

- 5.2. If there is an outage, based on Fibre Force data, Fibre Force will apply credits in accordance with the criteria below for FibreLight circuits only. For the avoidance of doubt, no service credits are issued for FibreOne :-

Priority	Target Resolution Time	SLA Service Credit / Maximum Claim
1	12 Working Hours	1 days circuit rental for each calendar day of outage beyond the next working day, up to a maximum of 5 days in any calendar month / 20 days in any calendar year.
2	24 Working Hours	1 days circuit rental for each calendar day of issue recurring beyond 24 hours, up to a maximum of 2 days in any calendar month / 10 days in any calendar year.
3	Reasonable Endeavours	Fibre Force will support and help the Customer, but no service credits are issued.

- 5.3. For the purpose of calculating the outage period, a fraction of one (1) day will be rounded-up to the nearest full day, provided the Customer reports the outage within the "Claims" criteria below.

6. Off Net Services Leased Line Direct Internet Access or FTTP Broadband Services

- 6.1. Where the Customer circuit Site is delivered using a third-party network, the Service Level offered will be that of the 3rd party provider. Fibre Force will directly issue any service credit issued by the alternative access provider in relation to a claim substantiated in the same way as On Net claims are processed, in full to the Customer.
- 6.2. Where the Service is managed but not monitored by Fibre Force, the timing of response and resolution will commence from the point that the fault is reported by the Customer to Fibre Force and when Fibre Force raises the issue with a ticket to the service provider.
- 6.3. Where the Service is neither monitored nor managed by Fibre Force, the timing of response and resolution will commence from the point that Fibre Force support engineers confirm the issue as relating to a Fibre Force or 3rd party supplier circuit problem, and not from the time the fault is reported by the Customer.

7. Claims

- 7.1. To claim against this SLA the Customer must submit a claim within two (2) working days of the incident resolution to hello@techsolve.eu
- 7.2. When making its claim, the Customer should provide Fibre Force with such supporting information as is specified in this SLA as would be relevant to such claim. Fibre Force aims to reply and resolve all such claims within thirty (30) days of receipt.
- 7.3. Fibre Force will apply credit within forty five (45) days of the Fibre Force confirmation of a breach and the customer is expected to continue to make payments to cover outstanding invoices until such time as the credit has been applied.
- 7.4. At no stage will Fibre Force make payments other than in the form of service credits.
- 7.5. Service credits shall be the Customer's sole and exclusive financial remedy for the failure by Fibre Force to perform the Services in accordance with these SLA's until such time as a Service Credit Cap has been reached after which the Customer may pursue other financial remedies.

8. Additional Information

- 8.1. For the avoidance of doubt, this SLA may be subject to change when Matters Beyond Our Reasonable Control ("**MBORC**") prevent Fibre Force from completing a repair (or a provision order) within the SLA or by the commitment date or time.
- 8.2. For the purposes of this SLA, MBORC shall be defined as: (i) any matters related to weather events not included within the definition of Force Majeure; (ii) third party damage to Fibre Force's network; (iii) no End User Site access; (iv) End User delays (e.g. where the End User is not ready for the service); (v) to the extent of any repairs, faults completed late where the fault was not on the Fibre Force network (e.g. fault on the End User equipment); or (vi) where third party consents are required but could not be reasonably foreseen by Fibre Force.
- 8.3. Fibre Force reserves the right to amend, modify or alter the thresholds and metrics measured by the SLA or change the level of remedy afforded to Customers where Fibre Force believes in its reasonable opinion amendments are necessary to protect their own interests due to fluctuations in the market and/or industry. Changes will be notified to the nominated contact at the Customer organisation on not less than thirty (30) days' notice.

- 8.4. In this SLA “core network” means the network owned and operated by ITS Technology Group and includes all links, hardware and devices used to transmit packets within the facilities operated by ITS Technology Group. For the avoidance of doubt, border devices used to delineate the core network from Customer Site equipment are always sited in facilities operated by ITS Technology Group and this network is defined as starting at the connected port on this device. With responsibility for diagnosis between this NNI and the customer being primarily with the Customer.
- 8.5. The Fibre Force Service Desk is open Monday - Friday 08:00 -18:00 excluding weekends and public holidays..