

Wholesale Leased Line Service Level Agreement (SLA)

This is not a legal document. Gibtelecom is not bound by this document and may amend it from time to time. This document is without prejudice to the legal position or the rights and duties of Gibtelecom.

Version Control

Version	Status	Update	Effective Date
1.0	Live	1 st AGREEMENT version. Cleaning all references etc.	01/12/17

1. Preface

- 1.1 This document is without prejudice to any future position that may be adopted relative to the provision of Wholesale Leased Lines. It should be read in conjunction with the associated documents detailing processes, technical specifications and other related documents published on Gibtelecom's website at www.gibtele.com . The documents may be updated and modified from time to time.
- 1.2 This document sets out the service levels for Wholesale Leased Lines. Wholesale Leased Lines are ordered pursuant to a Gibtelecom Reference Leased Line Offer (RLLO) Agreement between Gibtelecom and the Operator.
- 1.4 A Service Credit regime for failure to meet the offered service levels against the SLA's attributes are set out in the document.

2. Provisioning and Maintenance

- 2.1 Each Order for Wholesale Leased Lines is considered on its own merits and effort is made to ensure that, save where legitimate network constraints exist, each application falls within the ambit of this SLA.

2.2 Provisioning Process Points Definitions

- 2.2.1 Order Receipt (OR): the forwarding of a valid order to Gibtelecom on a standard order form. The Order Forms are found on the Gibtelecom website at www.gibtele.com
- 2.2.2 Order Acknowledgement (OA): the acknowledgement by Gibtelecom to the Operator that the order has been received; the order form is correctly filled in and is being processed.
- 2.2.3 Order Validation (OV): confirmation, or otherwise, that an order is deliverable by Gibtelecom. Where appropriate this step shall include a site survey, the costs of which shall be borne by the Operator. At the end of the Order Validation Step, a delivery due date ("Delivery Due Date") is set.

Should a customer requests a circuit to be delivered on a date after the calculated Delivery Due Date then this date shall become the due delivery date and shall be taken as the standard delivery date for the purposes of SLA compliance calculations.

- 2.6 Ready for Service Notice (RFSN): the Notice given by Gibtelecom confirming the date of the Service handover and activation to the Operator.
- 2.7 Completion of order: An order is deemed to be completed on the date the Service is handed over to the Operator.

3. Customer delay

- 3.1 In the event that the Operator delays installation of the Wholesale Leased Line Service for any reason, this will constitute a Customer Delay. Should the Customer Delay exceed five (5) working days, the delivery dates will be adjusted to reflect the requirement for Gibtelecom to reschedule its work for this delivery. A re-forecasted date will be provided for a new order or earlier if possible. If a Customer Delay dispute arises the dispute will be resolved between the parties. Customer Delay notifications will be dispatched to the email address provided with the original order form.

4. Fault Reporting, Response and Resolution

- 4.1 Gibtelecom operates a 24x7 NOC where the Operator who receives Wholesale Leased Line Services has access to dedicated engineers as described in the Process Manual. All Faults must be logged within 2 working days of their occurrence.
- 4.2 Contact details and escalation levels are included in the Process Manual.

5. Service Levels

5.1 Network Availability Commitment

- 5.1.1 Gibtelecom Commitment: Gibtelecom aims to provide full availability of the Gibtelecom Network, provided that no events or series of events occur, which are outside the reasonable control of Gibtelecom which may affect the Gibtelecom Network availability commitment.
- 5.1.2 Operator Guarantee: Subject to the provisos contained in Clause 5.1.1 above and to the exclusions set out in Clause 6 of this SLA, any Operator who experiences network availability within the Gibtelecom Network below 99.5% in any calendar month may request a Service Credit in accordance with Table 1 below.

Availability	Service Credit applied as a reduction of Monthly rental (days)
≥99.5%	0
<99.5% ≥99.47%	1
<99.46% ≥99.45%	5
<99.44% ≥99.35%	7
<99.35%	10

Table 1 – Network Availability

6. Exclusions

- 6.1. Gibtelecom will not be responsible for, and Service Credits will not be issued in connection with, any failure by Gibtelecom to meet the Service Levels by reason of any of the following:
 - 6.1.2 Any act or omission from the Operator, including without limitation any negligence, wilful misconduct or misuse of any service or equipment, which impairs Gibtelecom's ability to provide the Wholesale Leased Line Service;
 - 6.1.3 Scheduled Maintenance on the Gibtelecom Network outages associated with a change requested by the Operator and/or any suspension of the Wholesale Leased Line Service as permitted by the Agreement;
 - 6.1.4 Failure on the part of the Operator to report the incident within the timeframe specified in this SLA, and open a trouble ticket in accordance with this SLA;
 - 6.1.5 Customer Delays as set out in Clause 3 of this SLA
 - 6.1.6 Faults or failures in in-building cabling; and/or
 - 6.1.7 Force majeure

7. Application of Service Credits

- 7.1. Service credits will be automatically credited to the Gibtelecom account associated with Operator.