

Gigaclear Networks

Service Level Agreement

Wholesale Access Services

January 2019 V12

1. Scope of document

This document to wholesale partners who have ordered the following active Ethernet wholesale services (Services) over the Gigaclear Network:

- Enterprise
- Business
- Residential

Wholesale partners ordering Passive and Dark Fibre services should refer to the specific Service Level Agreement for Passive and Dark Fibre Services.

This document describes the maintenance and support services available to wholesale partners together with details of the applicable Service Levels

None of this document is intended to apply to the wholesale partner's contract with their end-user customer.

2. Gigaclear Maintenance & Support Services

Network Characteristics

2.1 Gigaclear Network tools monitor the Gigaclear core and access network, there is no monitoring of the passive network.

Network to Network Interface (NNI)	Target
Network Availability	99.95%
Packet loss	<0.1%

2.2 Internet Access Platform metrics shall not include any failure attributable to:

- Scheduled network maintenance; and
- Force Majeure events

As Service Credits are claimed on a per-incident basis, based on the contracted Service Level, the above metrics are for network planning and account review purposes only.

Target Response Times

2.3 Response times are measured from the start of the service clock (see Communication and Service Restoration Clock below) until the Engineer has completed the initial diagnosis and commenced the repair process, including attending on-site if required.

2.4 Response will be based on the Service Level in force for the wholesale partner based on the Services affected and prioritised according to the severity of the problem and the overall number of end-users affected (see Incident Severity below).

Target restoration times for the Gigaclear FTTP network

2.5 Target Restoration Times define the time to restoration of service measured from the start of the service clock.

2.6 Once the fault has been identified and the site set up, if the fault is due to a fibre break, the size of Fibre Core affected will determine the likely restoration time. The table below details typical repair times:

Fibre repair times:

Fibre	Splicing	Joint Prep	Total
12 Core	30 mins	45 mins	1.15 hours
24 Core	1 hour	1 hour	2 hours
48 Core	2 hours	1.5 hour	3.5 hours
72 Core	3 hours	2 hours	5 hours
96 Core	4 hours	2.5 hours	6.5 hours
144 Core	6 hours	3 hours	9 hours

Gigaclear wholesale partner Service Levels:

2.7 The following table sets out the Service Levels which are available to Wholesale Partners for wholesale Services. They will be measured against recorded Outages on a monthly basis according to the terms of this Service Level Agreement. For applicable Service Credits, see section 7 below.

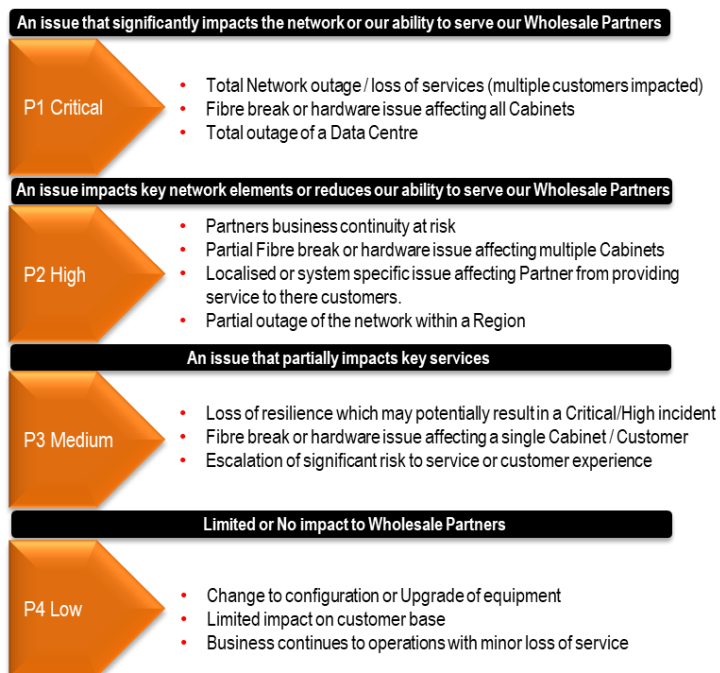
Service Level	SLA Service ID	Services	Target Response Time	Target Restoration Time
Platinum	WSLA30	Enterprise/Business Enhanced	4 hours	24 hours
Gold	WSLA10	Business	8 working hours	1 working day
Sliver	WSLA01	Residential	1 working day	2 working days

Incident Severity

2.8 Gigaclear will initially determine and agree the incident severity with the wholesale partner. Gigaclear may change the severity during repairs. For example, if an incident of severity 1 is temporarily repaired, then the incident may be reduced to severity 2. The new classification will determine the course of actions thereon.

2.9 Once Gigaclear believe that the incident is fixed, or if Gigaclear has requested vital information from the wholesale partner and there has been no response within 2 days the incident status becomes resolved.

Incident severity is classified as follows:



3. Communication and Responsibilities

3.1 The primary method of reporting incidents to Gigaclear Networks should be by email to wholesale.support@gigaclear.com followed by a telephone call to the Gigaclear Engineering support desk (on the office hours number at 3.2 below).

Gigaclear Networks expects the wholesale partner to perform Level 1 and Level 2 diagnostic checks themselves (see 'Troubleshooting' below) and share the results provided via email

3.2 Gigaclear operates a 24/7/365 support service via a dedicated telephone support service for all wholesale partners who have ordered Services with a Platinum Service Level. Wholesale partners with Platinum end-users should contact Gigaclear engineering support on:

Office hours: 01865 591185 (08:00 – 20:00 Monday-Friday)

Out of hours: 07989 133738 (20:00 – 08:00 Mon-Fri and Weekend)

3.3 In all cases, the following information will be required:

- Wholesale partner name and contact name
- Contact telephone number
- Site address where the fault is
- Service or Account reference number (Sxxxxxx Number)
- Description of the problem
- the Service Level ordered for their end-user
- Volume of end-users impacted
- What happened prior to the incident
- How the incident has been diagnosed

Responsibilities

3.4 **Gigaclear is responsible for:**

- Escalated incident diagnosis, resolution and any necessary internal escalation
- Proactive monitoring of the active network and overall network performance
- Planned / Unplanned outage notification via email & ticketing
- Availability of the network

3.5 **The wholesale partner is responsible for:**

- Notifying Gigaclear of any changes to site and contact details
- Level 1 and Level 2 troubleshooting (detailed in 'Troubleshooting' below)
- Reporting incidents through email and ticketing portal
- Access to end-user sites for fault resolution should Gigaclear need to be onsite
- Adherence to Gigaclear's Acceptable Use Policy

Call out charges

3.6 In the event of an Outage requiring an Engineer call out where no fault is found or the fault is not with the Gigaclear network a call out charge will be added to the wholesale partner's next monthly invoice. Call out charges are set out in the Wholesale Price List.

Troubleshooting

Reference	Triage Level	Responsible Party	Investigation Steps
1	Level 1	Wholesale Partner	<ol style="list-style-type: none"> 1. What lights are presented on NTE device (Green / Amber / Red) 2. Is the NTE device light stable or does the light continually flash 3. Connected to port-1, hence all other ports are inactive by default 4. Type of cable connected to NTE device 5. Check wiring, cabling, switches and all electrical connections in premises
2	Level 2	Wholesale Partner	<p>Configuration checks:</p> <ol style="list-style-type: none"> 1. Configuration defined on Firewall / 3rd party device / NTE 2. Inbound and outbound policy defined on firewall / 3rd party NTE 3. Type of issue (Speed / exploring / connectivity / intermittent) <p>For Speed Issue:</p> <ol style="list-style-type: none"> 1. Check type of connection (hardwired/wifi) 2. Check number and type of devices connected 3. Check type of operating system (Linux/windows) 4. Check antivirus/firewall installed or not 5. Check type of device (laptop, phone) 6. Check age of device <p>Connectivity Issue:</p> <ol style="list-style-type: none"> 1. Check connecting cable 2. Connect laptop directly to port # 1 of Gigaclear NTE device and ping google via cmd 3. Check IP address, subnet mask & default gateway via cmd (ipconfig / all in Windows, if config in Linux) 4. Check policy defined on firewall 5. Check inbound and outbound policy 6. Check 3rd party router configuration <p>For intermittent issue:</p> <ol style="list-style-type: none"> 1. Check type of NTE device 2. Check type of connection 3. Check frequency of connection loss 4. Check time of service loss 5. Check number of devices connected 6. Check wifi-extender connectivity 7. Check connectivity between 3rd party NTE and customer's devices
3	Level 3	Gigaclear	<ol style="list-style-type: none"> 1. Check port info 2. Check fibre status 3. Check management IP 4. Check NTE status 5. Check cabinet health 6. Check unit and port # 7. Check service VLAN 8. Check cabinet equipment status (Fibre, COGE, SUE-16, Keymiles)

4. Service clock

- 4.1 An Outage is notified to Gigaclear following communication from the wholesale partner (see above section 3 Communication & Responsibilities).
- 4.2 The service clock starts when the Outage has been acknowledged by Gigaclear Engineering, a severity assigned, and the initial diagnosis work (to determine whether the fault lies with the core network or is a cabinet failure or fibre break) has been completed and communications have been activated.
- 4.3 We will notify you with regular e-mail updates on progress of service restoration and where available ETR. You can also obtain updates on Outages by e-mailing wholesale.support@gigaclear.com.
- 4.4 For all Services with Gold and Silver SLAs, where an Outage is notified outside Working Hours (08.00 – 20:00 Monday-Friday, excluding Public Holidays) the service clock time shall not start until Working Hours recommence.
- 4.5 Outage incidents may be left open, post service restoration, for monitoring purposes. Thus, the clock stops when the Outage is closed or when a member of Gigaclear's Technical team informs the wholesale partner of service restoration, whichever is sooner.
- 4.6 The service clock pauses when Gigaclear technical team has had to stop their diagnosis due to waiting for a response from the wholesale partner. The clock restarts when the requested information has been provided.
- 4.5 Multiple Short Service Failures: If the same circuit experiences multiple failures within the same month, Gigaclear shall consider this a single Outage for the purposes of service restoration. The service clock shall be restarted from the point the subsequent failure has been diagnosed.

5. Planned Outages and Maintenance

- 5.1 Planned network maintenance shall normally be performed outside of normal business hours.
- 5.2 Should maintenance be service affecting; the affected wholesale partners will normally be notified with 14 Business Days' notice via the nominated email contact, detailing the work to be carried out and any expected impact to the Internet Access Service.
- 5.3 All network maintenance on the Gigaclear Network is also published on our website at www.gigaclear.net/network-status
- 5.4 Under exceptional circumstances it may be necessary to perform emergency engineering work without prior notice. In that event, Gigaclear will use reasonable endeavours to limit any resultant adverse effects on the wholesale partners end-user service.

6. Excused Outages

In addition to any term of the contract between the wholesale partner and Gigaclear, the Service Levels do not apply to the following situations:

- 6.1 If factors outside of our reasonable control result in us being unable to gain access to our network to carry out a repair, our target response times and target restoration times may be suspended until access can be achieved. Examples include (but are not limited to) being unable to:
 - a) Close a road to access network in the carriageway
 - b) Deploy Traffic Management required for health and safety reasons
 - c) Gain access into a datacentre or secure area within a datacentre
 - d) Gain access to a site requiring access permissions, or to the end customer site
 - e) Travel to or access to a site due to extraordinary weather conditions
- 6.2 Service Levels do not apply to periods of planned maintenance where appropriate notice has been given.
- 6.3 Service Levels for restoration time will not apply if an incident is caused by a service failure from one of our commercial Backhaul providers which is outside of our reasonable control to manage
- 6.4 Service Levels will not apply where a fault occurs on a part of the Gigaclear network subject to specific health and safety, access or security restrictions outside of our control e.g, Railway, Substation or similar. In this case the wholesale partner will be informed.
- 6.5 The Service Level for restoration will be considered to have been achieved where we provide a temporary fix to restore services within the relevant time with the probability of re-attending of hours to perform a permanent fix.

7. Service credits

7.1 If, in Gigaclear’s reasonable opinion, the response time or restoration time for an Outage exceeds the contracted Service Level the wholesale partner will be entitled to claim a Service Credit for Outages according to the following schedule and the conditions set out in 7.2 below:

Service Failure	Service credit
>1% of Outages in any month fail to meet the Service Level for response time	10% of pro-rata monthly charge for the month in which the service failure occurred
>1% of Outages in any month fail to meet the Service Level for restoration time	10% of pro-rata monthly charge for the month in which the service failure occurred

7.2 Service Credit claim conditions:

- The Outage was not an Excused Outage
- Total service credits per month are limited to 100% of the monthly charge calculated pro-rata for that month.
- The wholesale partner must notify Gigaclear in writing within 15 working days after the end of the month for which credit is requested.
- Service credits will be applied as a credit to the wholesale partner’s account and, as such, will be deducted from the value of the next invoice. Gigaclear shall not in any circumstances be obliged to pay any money or make any refund to a wholesale partner.
- Service credits will not be granted if there is any amount owing by the wholesale partner to Gigaclear and such amount is overdue.
- Any Service Credits which are applied have been calculated as, and are, a genuine pre-estimate of the loss likely to be suffered by the wholesale partner.