

## **C&W Ethernet Connect**

Ethernet Connect provides an IEEE standards based Ethernet 802.1 private circuit service between Customer Sites in the Isle of Man, Bailiwick of Guernsey, the Bailiwick of Jersey, the United Kingdom and various other worldwide destinations. The connectivity solution can be tailored to Customer requirements by the provision of scalable bandwidth from 2Mb to 1Gb to Customer Sites. Customer Sites benefiting from this Service are connected to a Multi Service Platform (MSP) core network via local Ethernet access circuits. Sites are then able to communicate with each other over this network providing a full end to end service.

### **1 Service Specific Terms and Conditions**

These C&W IOM Ethernet Connect Service Specific Terms and Conditions should be read in conjunction with the C&W IOM General Terms and Conditions and the Order Form. Where there is conflict these Service Specific Terms and Conditions supersede the C&W IOM General Terms and Conditions and the Order Form supersedes these Service Specific Terms and Conditions.

#### **1.1 Definition and Interpretation**

In these terms and conditions, in addition to those defined terms set out in the C&W IOM General Terms and Conditions and those set out in paragraph 2 below, the following terms shall have the following meaning:

**"Bursting Facility"** means the facility which allows the bandwidth on a Service to exceed the contracted maximum rate up to a predefined limit.

**"Customer Premises Equipment"** means Telecommunications Apparatus (including any extension wiring and sockets) located at Your Premises and connected to a Telecommunications Network at a Network Termination Point.

**"Initial Term of Service"** means the length of time as stated on the Ethernet Connect Order Form

**"Network Termination Point"** means any physical point of connection forming part of a Telecommunications Network at which another Telecommunications Network or Customer Premises Equipment may be connected.

**"Quality of Service Facility"** means the length of time as stated on the Ethernet Connect Order Form.

**"Secondary Site Misuse"** means using the secondary site connection for anything other than monitoring traffic required to facilitate switchover on failure.

**"Site"** means the physical customer premises where connectivity to the Service is required.

**"Telecommunications Equipment"** means equipment, including, without limitation, any telecommunications apparatus provided or controlled by C&W or a Third Party Telecommunications Supplier in order to deliver the Service.

**"Third Party Telecommunications Supplier"** means a third party supplier of a telecommunications service or connectivity product utilised to provide an end to end solution to C&W or an associated company of C&W.

#### **1.2 Provision of Service**

Throughout the duration of this Agreement, We shall make Services available to You in accordance with the Service Levels and with the reasonable care of a competent telecommunications provider.

#### **1.3 Telecommunication Equipment**

You are responsible for any Telecommunications Equipment that We provide at Your Premises and for its safe and proper use. You must not interfere with it nor let anybody else do so, unless authorised by Us. If any part of Our Telecommunications Equipment is lost, destroyed or damaged, apart from fair wear and tear, You will be charged for its repair or replacement.

#### **1.4 Charges**

1.4.1 The charges payable by You for the Initial Term will be as set out on Your Order Form, or in the absence of such charges being set out on Your Order Form as detailed in Our Price List at the date of Your Order.

1.4.2 If delivery of the Service continues for a further period as set out in Clause 8 of the C&W General Terms and Conditions the reoccurring charges payable by You at the start of that further period will continue to apply for that further period.

#### 1.4.3 Additional Chargeable Features

1.4.3.1 Bursting Facility. If You opt for the Bursting Facility, an additional monthly charge will be levied in advance as set out on Your Order Form or in the absence of such charges being set out on Your Order Form as detailed in Our Price List at the date of Your Order.

No refund will be offered if after You opt for a Bursting Facility:

(i) You fail to make use of it; or

(ii) You attempt to use the Bursting Facility when sufficient bandwidth is not available.

1.4.3.2 Quality of Service Facility. If You opt for the Quality of Service Facility, an additional monthly charge will be levied in advance as set out on Your Order Form or in the absence of such charges being set out on Your Order Form as detailed in Our Price List at the date of Your Order.

1.4.4 The following chargeable features may be added or amended part way through the initial term of Service or thereafter, but You must give Us at least 30 days' notice:

- Bursting Facility

- Quality of Service Facility

1.4.5 Changes to Service features requested after the Service Delivery Date may incur additional charges.

#### 1.4.6 Bandwidth Changes

You may request a regrade to increase or decrease the bandwidth being provisioned to a Site .

Regrades fall into two categories:

##### 1.4.6.1 Soft Changes

Soft Changes are defined as regrading a Site's bandwidth within the maximum access circuit speed.

Soft Changes may incur additional charges but will not affect your Initial Term. Changes in charging due to Soft Changes, will be advised to customer at time of regrade request.

Soft Changes cannot reduce bandwidth below the level initially provisioned at the Site at the start of the Initial Term.

##### 1.4.6.2 Hard Changes

Hard Changes are defined as regrading a Site's bandwidth in excess of the maximum access speed, which thereby requires an upgrade of the access circuit.

Hard Changes requested to a Site will incur new charges and a new Initial Term will apply to the Site.

Exact details of new charges and length of new Initial Term will be provided to the customer at time of regrade request.

#### 1.4.7 Dual Access Site

Where requested to do so, We will provide a secondary Site connection for backup purposes for a discounted charge.

The secondary Site connection is only to be used for monitoring traffic to facilitate switchover in the event of failure.

If you use the secondary Site for any other purpose this will constitute misuse. When misuse of the secondary Site arises, we will charge you full rental price for the period when the Site has been misused.

You may operate a monitoring protocol such as Spanning Tree Protocol to transmit monitoring signals across the secondary Site connection for operational purposes.

We reserve the right to monitor traffic flows on the secondary Site connection to ensure it is being used in accordance with the Agreement.

### **1.5 Payment**

1.5.1 Rental for the Service will start on the Service Delivery Date, unless We notify You of a later date for the start of Service when rental will be payable from.

1.5.2 Rental is normally payable in advance but We may bill You in arrears. Except for temporary Service, You must pay rental in accordance with Our billing cycle. We will apportion rental on a daily basis for incomplete billing periods.

1.5.3 We reserve the right to charge interest and/or a late payment fee on any outstanding balances, in accordance with paragraph 12.3 of the C&W General Terms and Conditions.

### **1.6 Deposits and Payments in Advance**

We may ask for payment in advance, which does not exceed the connection charge and rental for the term of Service requested, prior to providing the Service.

### **1.7 Termination**

1.7.1 We may terminate this Agreement by giving You at least 30 calendar days notice. If We give You notice then You must pay rental and any other applicable charges up to the expiry of the notice period. We will credit or refund the appropriate proportion of any rental paid in advance for the period after Your liability for rental ceases. If You have been suspended from Service due to non-payment of accounts We may terminate the Service after one month should payment still be outstanding.

1.7.2 You may by giving notice to Us at least 30 calendar days before the expiry date of the initial term of Service, terminate this Agreement on the expiry date. If You terminate this Agreement during the initial term of Service You shall be liable for any outstanding charges at the rate You have been paying for the Service. After the initial term of Service You may terminate this Agreement by giving Us at least 30 calendar days notice at any time. In the event that the Service is partially or wholly provided by a third party, the notice period required by Us from You for the whole Service will be the longer of 30 calendar days or the third party's required notice period.

Outstanding rental charges shall not be payable if:

1.7.2.1 The Service is replaced with another service from Us that We deem to be comparable; or

1.7.2.2 We materially change the rental charge or terms and conditions of this Agreement to Your detriment.

1.7.2.3 Your notice does not avoid any other liability for Service already provided.

1.7.2.4 If You terminate the Service and order a similar Service to the same Site but to be terminated at a different point within the building, this will constitute an internal shift and will be charged as such.

### **1.8 Accommodation, Power and Lightning Protection**

1.8.1 In order to provide Service We or a carrier acting on our behalf will have to place Telecommunications Equipment at Your Premises. You must provide a suitable location and environment for Our Telecommunications Equipment. You must prepare Your Premises before Service is provided according to any instructions that We may give You. We will take reasonable care when carrying out work on Your Premises but You will be responsible for any necessary re-decoration and for putting items back once We have completed the work.

1.8.2 You must supply at Your own expense, a suitable mains electricity supply and connection points, where We need them, if they are required for Our Telecommunications Equipment.

1.8.3 If You require You must provide at Your own expense, suitable lightning protection equipment for use with any Customer Premises Equipment associated with the Service.

### **1.9 Customer Premises Equipment**

1.9.1 You must only connect Customer Premises Equipment to Our Service at Our designated Network Termination Point.

1.9.2 Your Customer Premises Equipment must only be used with Our Service as directed under the relevant jurisdiction's Telecommunications Law and in a way that meets all relevant standards and instructions applicable to You. If Your Customer Premises Equipment does not comply with the above then You must disconnect it immediately or allow Us to do so at Your expense.

1.9.3 We will not be responsible or liable for any loss or damage caused as a result of the use of Customer Premises Equipment that does not comply with the relevant local Telecommunications Law and/or does not meet all relevant standards and instructions.

1.9.4 You will be responsible and liable for any damage caused to Our or Third Party Telecommunications Supplier equipment by Your Customer's Premises Equipment.

### **1.10 Information and Permissions**

1.10.1 You confirm that in respect of the Service:

1.10.2 We may install and keep the Service and Telecommunications Equipment at the relevant site and have reasonable access to it; and

1.10.3 You have obtained all permissions, licences and consents from third parties that are necessary or desirable for the supply of Service until its removal.

### **1.11 Access to Premises**

You shall let Us or Our representatives enter Your Site for the purpose of installing, maintaining or removing the Service as long as We show You Our identity badge. We will meet Your reasonable requirements for the safety of people on Your Site and You shall be responsible for the safety of Our representatives whilst on Your Site.

### **1.12 General Terms and Conditions**

You should refer to the C&W General Terms and Conditions for additional clauses under each of the above headings and for the following:

Special Provision of Service	Use of Service	Fault Repair
Relocation and Reconfiguration	Term of Service	Temporary Service
Interconnection	Default	Cancellation
Suspension	Call Monitoring and Recording	Complaints and Arbitration
Confidentiality	Assignment	Copyright
Intellectual Property	Duration and Entire Agreement	Indemnity
Liability	Matters Beyond Reasonable Control	Notice
Use of Information	Severability	Variation
Law	Waiver	

## **2 Service Level Agreement**

## 2.1 Introduction

### 2.1.1 Definition

Agreement	An agreement to take and to provide services under C&W's General Terms and Conditions and C&W's Ethernet Connect Service Specific Terms and Conditions
Basic Obligations	Comprising those obligations specified in the SLA as being C&W's obligations.
Business Day	Means everyday excluding Saturdays, Sundays and national or bank holiday, as applicable.
Customer	The party to the Agreement who is taking the service
Cable & Wireless Isle of Man, C&W Isle of Man, C&W IOM	Refers to Cable and Wireless Isle of Man Limited.
C&W Circuit Identification (ID)	A unique number assigned to the Ethernet Connect Service by C&W
Force Majeure	Any circumstances outside the reasonable control of a Party, including (without limitation), officially declared national disasters, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government, act of God, fire, earthquake, hurricane, flood, fog, mist and low cloud, lightning or explosion, outbreak of pestilence or epidemics, government rationing of electricity and embargos or trade restrictions
Ethernet Connect Service	The provision of connectivity services between two Sites and "Service" shall have the same meaning.
Normal Working Hours	0800 – 1700 hours on a Business Day
Obligation	Means an obligation on either Party in accordance with this SLA
Party	Means a party to this Agreement
SLA	Means the service level agreement set out in paragraphs 2 – 4 of this Agreement
Service Levels	Means the levels set out in the Agreement as amended from time to time
Terms and Conditions	Means terms and conditions of this SLA unless otherwise specified

## 2.2 Scope of the SLA

### 2.2.1 Definition

This SLA covers the terms and conditions upon which C&W will deliver, maintain and repair the Ethernet Connect Service. Whenever C&W announces improved targets, this SLA will be considered amended accordingly and existing Customers will benefit from these improved targets along with new Customers.

This SLA is applicable as from the date of the Agreement and will expire in the event that the Agreement expires.

### 2.3 Contact Points

For any questions relating to Ethernet Connect product, the Customer may

- Consult the C&W website at <http://www.surecw.com/>
- Contact their C&W Isle of Man Account Manager
- Contact C&W Customer Service 07624 247 247
- Email C&W on [talk@surecw.com](mailto:talk@surecw.com)

## 2.4 C&W Obligations

#### 2.4.1 Basic Obligations

The Basic Obligations comprise C&W's commitments as set out in this SLA (i.e. the sections in the SLA entitled "C&W's Obligations"). In the case of a dispute, the Customer agrees that the records available in C&W's operational records will be used as evidence of C&W's performance and compliance with its obligations. However if the Customer holds reliable and auditable data this will also be taken into account.

#### 2.4.2 C&W's Liability

The Basic Obligations defined in this SLA are additional to C&W's responsibilities as set out in the C&W General Terms and Conditions. However, C&W's liability under this SLA, including but not limited to paragraph 5 below, shall be limited in accordance with Clause 31 of the C&W General Terms and Conditions, which shall apply here accordingly.

### 2.5 Customer's Obligations

2.5.1 Co-operation with Third Parties If the Customer's network is wholly or partly managed by a third party (e.g. sub-contractors), the Customer is responsible for the collaboration of this third party with C&W.

2.5.2 Integrity of Equipment The Customer is responsible for maintaining the integrity of the equipment installed by C&W at the Sites.

### 2.6 Force Majeure

No failure or omission by either Party to carry out or to perform any of the Obligations or comply with any of the Terms and Conditions shall give the other Party a claim against such party, or be deemed in breach of this Agreement, if and to the extent that, such failure or omission arises from Force Majeure as hereinafter defined in this SLA.

The Party who fails to perform any of the Obligations or fails to comply with the Terms or Conditions due to Force Majeure shall promptly notify the other Party of the reason for the failure and the anticipated duration thereof and shall use its reasonable endeavours to remove the effect of the Force Majeure and shall resume performance of this SLA as soon as possible.

### 2.7 Service Delivery

This sub-paragraph is applicable to the provisioning of a new Ethernet Connect Service, and the upgrading or the moving of an existing Ethernet Connect Service.

#### 2.7.1 Definitions related to the Service Delivery of a Ethernet Connect Service

Cancellation	Either party cancelling the Ethernet Connect Service before installation is completed.
CRD	Customer Required by Date, i.e. the date requested by the Customer for the delivery of the Ethernet Connect Service.
Move	A provisioning operation to move the Delivery of an existing Ethernet Connect service from one Site to a new Site
Order	A request for the provision, upgrade, move or cancellation of a Ethernet Connect Service pursuant to C&W's General and Service Specific Terms and Conditions.
Order Form	Standard form used to order Ethernet Connect Services as provided by C&W.
Order Intake	The introduction of the order for the Ethernet Connect Service into the IT systems (or manual processes) of C&W for the provisioning of the Services.
Order Intake Time	Time delay between the transmission of the complete, correct and signed Order Form to C&W and the Order Intake.
Private Domain	Land which is not Public Land.
Provisioning Interval	The number of Business Days between the Order Intake and the Service Delivery Date for a given Ethernet Connect Service or as agreed between the Customer and C&W.
Public Land	Any public highway or other place to which the public have access, whether on payment or otherwise

Service Delivery Date	Service Delivery Date, i.e. the date on which the Ethernet Connect Service will be ready for use. The Ethernet Connect Service will be billed from this date.
Upgrade	A provisioning operation to increase the bandwidth capacity of an existing Ethernet Connect Service where the Site locations remain the same.

### 2.7.2 Infrastructure required for installation

When the infrastructure required for the delivery of the service is not already in place, additional works (e.g. external cabling, internal cabling) may be required in order to install the necessary equipment or deliver the ordered service. In this case, a site survey must be carried out, in order to evaluate the works to be done at the Customer's Premises.

The following procedure is then applicable:

1. C&W will contact the Customer and make an appointment for the site survey;
2. C&W will carry out the site survey and establish the amount of work to be carried out in order to deliver the service as ordered by the Customer;
3. In the case where the work on the Private Domain will be carried out by the Customer, the Customer is requested to indicate the date on which the Site will be ready for C&W to commence work on the installation of the Service.
4. Once the timings needed to carry out the work has been estimated by C&W and the "ready for C&W date" has been communicated to C&W, C&W will provide a final Service Delivery Date to the Customer.

### 2.7.3 Additional works on Public Land

When the infrastructure required on Public Land is not already in place, some work may be needed in order to install the necessary infrastructure (e.g. ducts, cables etc). Most of this type of work requires submission to the local authorities for authorisation, in which case the time delay for the installation of the service will depend on the timings given by the local authority for the carrying out of the work, although all applications will be submitted to the relevant authorities without delay.

## 2.8 Provisioning Procedure

### 2.8.1 Initiating the provisioning procedure

The Customer has to order the Ethernet Connect Service (new Ethernet Connect Service, an upgrade to an existing Ethernet Connect Service or a Move) using the Order Form, which is available from C&W. The Order Form will include the following fields:

- C&W product name
- Ethernet Connect Service speed and bandwidth
- Customer name and address
- Address for each Site where service is required
- Floor/room number and contact person details
- Access Circuit requirements
- Bandwidth requirements
- Special Requirements

For all Sites the Customer has to specify the exact location where the Service should be delivered and the nature of the works needed in the Private Domain, if possible.

Once the completed and signed Order Form has been received, the order will be processed by C&W for the provisioning of the service.

This operation is normally performed within one working day from the receipt of the Order.

C&W cannot guarantee this timing if the Order Form has not been correctly completed. If the Order Form is not fully completed and correct then C&W will contact the Customer to complete and/or amend the Order Form.

## 2.8.2 Feedback to the Customer

### 2.8.2.1 Confirmation of the Order

Once the Order Intake has been completed, C&W will inform the Customer of the receipt of the Order and the C&W Circuit Identification numbers for the Ethernet Connect Service by either e-mail, phone or fax (as advised on the Order Form).

C&W will provide the Customer with the Service Delivery Date for the Ethernet Connect Service after reviewing the requirements for service, third party delivery timescales and taking into account the CRD requested by the Customer.

If C&W agrees to escalate and attempt to provide a Ethernet Connect Service to a CRD which falls earlier than the Service Delivery Date provided then this will be on a 'best efforts' basis .

**2.8.2.2 Modification of the Service Delivery Date** The Service Delivery Date specified to the Customer after the Order Intake will normally not be modified. Nevertheless, if additional activities need to be carried out, C&W will inform the Customer of the status of the order and the reason for any delay. If possible, the new Service Delivery Date will also be provided at that time. Cases that can result in a modification of the Service Delivery Date are: · Where the Customer cannot agree on the date for the site survey(s) · Where work is required either on the Site or on Public Land for which C&W requires authorisation from a third party.

**2.8.2.3 Installation of the Ethernet Connect Service** Service will be installed with the reasonable skill and care of a competent telecommunications service provider and in accordance with any relevant laws and standards.

**2.8.2.4 Closing of the Order** At the closing of the Order, C&W will inform the Customer, either by fax, phone or e-mail, that the Ethernet Connect Service is in service and that billing for the Service will commence immediately.

## **2.9 C&W Cancellation**

C&W may cancel the Order if it is unable to supply service for matters beyond Our reasonable control.

## **2.10 Customer's Obligations**

**2.10.1 Sending of a correct and complete Order Form** The Customer is responsible for providing the information defined in the Order Form to C&W. In particular this includes: · The location(s) where service should be delivered (the Site) . · The type of Ethernet Connect Services that is to be delivered · Any Service specific options required, such as Bandwidth, circuit presentation.

### 2.10.2 Making necessary space available

The Customer undertakes to make space available for C&W at the Site to enable C&W to install the equipment and the entire infrastructure necessary for the implementation of a Ethernet Connect Service. If necessary the Customer shall obtain the consent of the owner of the Private Domain.

### 2.10.3 Making electrical and physical environments available

#### Electrical Environment

In the event that C&W equipment is installed directly in the Site, the Customer must guarantee access to a power source that complies with the C&W requirements and allows the equipment that is necessary for the connection to function properly.

#### Physical Environment

In the event that C&W equipment is installed directly in the Site, the Customer must guarantee that the physical environment complies with the C&W requirements for EMC environment, temperature, relative humidity, ventilation system and safety regulations.

#### 2.10.4 Cancellation

Prior to an Ethernet Connect Service being provided, the Customer may cancel the Order although they may be charged for any abortive work undertaken, expenses incurred or charges from any Third Party suppliers.

#### 2.10.5 Bursting Facility Fair Usage

If You opt for the Bursting Facility and your average bandwidth usage during a given billing period exceeds 150% of the contracted rate, then We reserve the right to cease the Bursting Facility with immediate effect. Alternatively You may request an upgrade to the contracted bandwidth.

### 3 Repair Services

#### 3.1 Definitions related to the repair of the Ethernet Connect Service

Fault Reported to C&W	The date and time when a Fault is reported by the Customer to C&W and when a Trouble Ticket is created for the repair of the Service.
Gross Repair Time	Time delay needed to restore the Service for the Customer calculated between the Fault Reported to C&W and the closing of the Trouble Ticket, i.e. the moment when service is restored and the Trouble Ticket is closed.
NMC	Network Management Centre or the function as carried out by C&W.
Net Repair Time	Difference between the Gross Repair Time and the Stop-Clock Time.
Stop-Clock Time	Time lost during the repair process due to causes external to C&W, e.g. no access to Customer sites, etc.
Time to First Intervention	Interval between the reporting of the fault by the Customer and the first action taken by a technician of C&W to repair the fault either via remote operation or by on-site intervention.
Trouble Ticket	The record created by the front-end helpdesk officer at C&W in their fault reporting system at the moment of the communication of a problem to C&W. This record contains the information already available to C&W as well as the information communicated by the Customer and the information added by C&W staff during the repair/restoration process. This record has a unique number provided by C&W to identify the fault
Working Hours	Target Time to Repair expressed in Working Hours means that the service is available during the Business Day.

#### 3.2 Nature of the Fault and Stop-Clocks

##### 3.2.1 Nature of the Fault

When reporting a problem, it is essential that the Customer clearly identifies the nature of the problem, i.e. to distinguish problems with impact on the traffic and problems without impact on the traffic.

Faults will be classified as in the table below.

CLASSIFICATION OF FAULT	CRITERIA
Critical Service Affecting	<b>Total loss of service</b> Seriously degraded service where the Customer is prepared to immediately release the Ethernet Connect Service for testing.
Major Service Affecting	<b>Degraded service</b> where the Customer is still able to use the Ethernet Connect Service and is not prepared to immediately release it for testing.
Non Service Affecting	Any fault that does not fall into the other two classifications.

The reporting of a Fault that is Non Service Affecting is initiated in the same way as a Fault that is either Critical or Major Service Affecting.

### 3.2.2 Stop-Clock Rules

There are three situations in which C&W can correctly stop the repair clock:

1. All possibilities of remote testing have been executed and the co-operation of the Customer is not forthcoming to carry out testing on the Site;
2. The Customer proposes to delay the repair;
3. Where monitoring is used in the following cases-
  - a. At the opening of a Trouble Ticket C&W cannot identify any Faults on the Ethernet Connect Service (no alarms, no error bits, no clock-problems, correct signal-level, etc.) and the Customer does not want C&W to close the Ethernet Connect Service for testing purposes. C&W may then propose longer term monitoring of the Ethernet Connect Service to ascertain any problems that there may be and during this time the repair clock may stopped.
  - b. When the Ethernet Connect Service was repaired and the Customer agrees that the Ethernet Connect Service is back in service, but does not agree to close the Fault whilst the monitoring takes place to fully check the status and stability of the Ethernet Connect Service.

In these instances this time will not be included in the determination or calculation of any SLAs.

In the cases of Stop-Clock, the Stop-Clock will be fully documented on the C&W system including:

- Reason for the Stop-Clock action;
- Action to be undertaken;
- Timings; and
- Name of the contact-person at the Customer who agreed the Stop-Clock.

## 3.3 Repair Process

### 3.3.1 Initiating the repair operations

When a Fault is reported via a telephone call from the Customer, the following information must be given to C&W:

The C&W Circuit Identification Number of the Ethernet Connect Service and Site affected;

- Nature of the problem;
- Description of the problem;
- Contact point for follow-up; and
- Contact point at the Site.

For each Fault, a Trouble Ticket will be generated and the Trouble Ticket number will be communicated by C&W to the Customer. The Trouble Ticket number will be used by both Parties during any contacts concerning the Fault.

In the event that part of the services is delivered by a Third Party C&W will report the Fault to the Third Party and manage the fault resolution process until Resolution.

### 3.3.2 Feedback to the Customer

In agreement with the Customer, C&W will regularly inform the Customer by telephone about the progress of the Fault by providing such information as:

- Initial diagnosis
- Estimated time to repair the fault
- Impact of the Fault and/or the repair on the Customers service
- Any on-site intervention required

C&W guarantees that the first intervention performed, either via a remote repair operation or via a repair operation at the Customer's Premises, will be initiated within 2 hours after the Customer reporting a Fault and the Trouble Ticket being opened.

The first Customer update will be given at a set time after the creation of the Trouble Ticket and any additional information will be given as detailed in 3.4.1 in the case of Faults that impact on the Customer's traffic. The measured time begins when the Trouble Ticket is recorded in C&W's systems.

### 3.3.3 Closure of the Trouble Ticket

The closing of a Trouble Ticket will be done with the agreement of the Customer. C&W shall transmit to the Customer the following information via telephone:

- Trouble Ticket number;
- C&W Circuit Identification Number;
- Time at which Ethernet Connect Service was returned to service;
- Cause of the trouble; and
- Party responsible for the trouble.

If the Customer requests additional delay for his own testing of the repaired Ethernet Connect Service a Stop-Clock will be implemented. In the case that the Customer does not accept the closing of a Fault C&W will carry out additional investigations in the first instance.

## 3.4 C&W Obligations

### 3.4.1 Guaranteed Feedback

MAXIMUM INTERVENTION TIME	SECOND INFORMATION TIME	ADDITIONAL CUSTOMER UPDATE
30 minutes	1 hour	As agreed with Customer

Within the Maximum Intervention Time C&W will notify the Customer that C&W is aware of the Fault and are taking appropriate steps to rectify the situation. At the Second Information Time an engineer will give a view as to what action needs to be taken. At this time C&W will agree with the Customer any additional information times.

## 3.5 Customer's Obligations

### 3.5.1 Contact Point

The Customer is responsible for guaranteeing the availability of a contact. If C&W cannot inform the Customer of the progress of the Repair process the Target Time to Repair and Feedback delays cannot be ensured and compensation will not apply.

### 3.5.2 Site Access

If possible, the Customer should communicate to C&W their Site access procedure when reporting a Fault. If the Customer is unable to inform C&W of the Site access procedure at the time of the initial Fault report it then becomes the responsibility of the Customer's Contact Point to inform C&W as to the Site access procedures as and when required. If these procedures are not respected, the Target Time to Repair will no longer be taken into account. The Customer also guarantees the support of the required staff during the Repair process.

### 3.5.3 Quality of Service degradation

In the case of the degradation of the quality of service (i.e. error bits, clock-problems, incorrect signal-level, etc.) of a Ethernet Connect Service, the Customer will allow C&W to cut the Ethernet Connect Service to perform measurements as required. If the Customer does not agree to C&W cutting the Ethernet Connect Service, the Trouble Ticket will be considered as being in Stop-Clock mode by C&W since no repair operations are possible.

## 4 Maintenance

### 4.1 Definitions related to the maintenance of Ethernet Connect Service

"Availability" means the availability of the Ethernet Connect Service to a Site expressed as a percentage, which is calculated as follows:

$$\text{availability} = \frac{A - B}{A} \times 100$$

Where:

A = The number of hours in the Relevant Measurement Period for the resource.

B = The number of hours in the Relevant Measurement Period when the resource was unavailable,

"**Relevant Measurement Period**" means per month in relation to this Product Description;

"**Excluded Event**" includes: - a planned, temporary interruption in the availability of any element of the Services to enable Us to carryout essential maintenance or upgrades to any element of the Services; or - all regular maintenance windows reasonably required by any Third Party Telecommunications Suppliers; or - the failure by any Third Party Telecommunications Suppliers to provide any services to Us. A Site will be deemed unavailable if it cannot exchange data with another Site, except if the circumstances giving rise to the unavailability arise out of, or in connection with, any of the following:

(a) an Excluded Event; or

(b) a failure at the other Site or the customers own equipment

"**Single Access Site**" means a Customer's Site which is connected to Our network with a single telecommunications link.

"**Dual Access Site**" means a Customer's Site which is connected to Our network with two separate telecommunications links which together offer resilience.

### 4.2 C&W obligation

Availability of Ethernet Connect Service to a Customers Site is dependent on the access method:

AVAILABILITY PER CALENDAR MONTH	ACCESS METHOD
99.7%	Single Access Site
99.9%	Dual Access Site

### 4.3 Compensation

Our Ethernet Connect services offer high performance with the following delivery, availability and repair times backed by a compensation guarantee. For the avoidance of doubt compensation applies to the entire end-to-end Ethernet Connect Service including distant tails provided by other carriers through Us.

### 5 Availability

The unavailability of the Ethernet Connect Service is defined as the percentage of time during which the Ethernet Connect Service cannot be used due to a C&W Fault during a calendar month.

In the case where the guaranteed minimum availability of the Ethernet Connect Service is not met due to causes which are not external to C&W or an Excluded Event then the Customer is entitled to compensation as described in the table below. The definition of the availability is set out in paragraph 4.1 of this Agreement.

SINGLE ACCESS SITE AVAILABILITY PER CALENDAR MONTH	DUAL ACCESS SITE AVAILABILITY PER CALENDAR MONTH	SERVICE CREDIT (PERCENTAGE OF MONTHLY RECURRING FEES FOR THE RELEVANT SITE)
99.7% to 99.4%	99.9% to 99.7%	25%
Less than 99.4%	Less than 99.7%	50%

### 6 Compensation

#### 6.1 Compensation Claim

The Customer is required to submit in writing a request for reimbursement within 3 months starting at the closing of the technical intervention. In this request the Customer needs to specify the following information:

REPAIR
Number of Trouble Ticket
Date of the Fault reported to C&W
C&W Circuit Identification Number of Ethernet Connect Service

Any requests for compensation payments must be sent to C&W at the following address:

Contact: Complaints Officer

Address: Cable & Wireless Isle of Man Limited,

14 Athol Street, Douglas, Isle of Man, IM1 1JA

Email: [talk@surecw.com](mailto:talk@surecw.com)

C&W will confirm to the Customer if his request has been accepted within a maximum delay of 5 working days starting from the receipt of the request made via post, fax or email.

#### 6.2 Compensation Payment

Once the compensation claim has been accepted, C&W will reimburse the Customer according to the compensation scheme as described in this SLA.

This payment will be performed through a credit note on the next invoice.

### 7 Dispute Resolution

All disputes related to the interpretation or application of this Agreement shall come under the exclusive jurisdiction of Isle of Man law.

The provisions of the SLA are subject to Isle of Man law.

ISSUE 1, 25th November 2010