

Fibre Blue Ethernet – Powered by Entanet SLA

Working Hours are defined as 9.00am to 5.30pm Monday to Friday, excluding public and bank holidays.

Ethernet SLAs

In the event that	Why you need to do	What Entanet will provide
<p>Provisioned Fibre (including GPON), Wireless or Copper leased line or Dark Fibre circuit is unavailable</p>	<p>Report fault to Yappl technical support</p> <p>To make a claim, please record and submit:</p> <ul style="list-style-type: none"> • Number called from • Date, time, and number of answered call to report fault; • Case reference number <p>Or, in the event that an Entanet-supplied router fails;</p> <ul style="list-style-type: none"> • Number called from • Date, time, and number of answered call to report fault; this will be used as the start time for calculating availability 	<p>Where the circuit from your premises to the Entanet point of presence (or between two points in the case of Dark Fibre) was ordered by Entanet, Entanet offer a 100% availability guarantee from Entanet to the customer handover point, typically the carrier installed Network Termination Equipment or Entanet supplied managed router (or between two points in the case of Dark Fibre). This guarantee excludes:</p> <ul style="list-style-type: none"> • Problems caused by power disruption at the customer premises • Problems caused by any customer device and associated cabling (including optical equipment in the case of Dark Fibre) • Circuit backup services such as ISDN/ADSL that have not been provided by Entanet • “Wires only” circuits whose hardware has not been provided by Entanet • Point to point services <p>For each 1% of lack of availability you will receive 1 day of service credit.</p>
<p>Provisioned Fibre (including GPON) or Wireless leased line or Dark Fibre Circuit is not repaired in 6 hours</p>	<p>To make a claim, please record and submit to Yappl:</p> <ul style="list-style-type: none"> • Number called from • Date, time, and number of answered call to report fault; • Case reference number 	<p>Where a fibre circuit from your premises to the Entanet point of presence was ordered by Entanet, Entanet will offer a 6 clock hours* return to service guarantee, regardless of the provision by a third-party (e.g. BT), in the event of a circuit failure.</p> <p>This guarantee excludes</p> <ul style="list-style-type: none"> • problems caused by power disruption at the customer premises; • or the customer router and associated cabling. <p>For faults that are not remedied within 6 clock hours* the following service credits will be applied to your account:</p> <p>6-8 hours*: 1 day 8-12 Hours*: 1.5 days 12-16 hours*: 2 days 16-24 hours*: 2.5 days 24+ hours*: 3 days</p>
<p>Provisioned Copper (EFM/GEA) leased line is not repaired in 9 hours</p>	<p>To make a claim, please record and submit to Yappl:</p> <ul style="list-style-type: none"> • Number called from 	<p>For faults on EFM/GEA circuits ordered by Entanet that are not remedied within 9 clock hours* the following service credits will be applied to your account:</p>

	<ul style="list-style-type: none"> • Date, time, and number of answered call to report fault; • Case reference number • Amount of service credit claimed 	9 - 13 hours*: 1 day 13 - 19 hours*: 1.5 days 19 - 25 hours*: 2 days 25 - 31 hours*: 2.5 days 31+ hours*: 3 days
For all Ethernet services - the Entanet backbone is unavailable	To make a claim, please record and submit to Yappl: <ul style="list-style-type: none"> • Number called from • Date, time, and number of answered call to report fault; • Case reference number 	For each 1% of lack of availability you will receive 1 day of service credit.
For all Ethernet services - there is more than an average of 50 milliseconds one way latency between any two routers on the Entanet backbone measured over a one hour period	To make a claim, please record and submit to Yappl: <ul style="list-style-type: none"> • Number called from • Date, time, and number of answered call to report fault; • Case reference number 	For each 1% of substandard performance you will receive 1 day of service credit
For Fibre, Wireless (including GPON) Leased Lines or Dark Fibre only, when you report a failure in connectivity to our technical support team within Working Hours, Yappl fail to respond to you within the Target Maximum response Time set out in the Fibre Leased Line Support Resolution Times below.	To make a claim, please record and submit to Yappl: <ul style="list-style-type: none"> • Number called from • Date, time, and number of answered call to report fault; • Case reference number 	For each incident where support does not return a call within the specified period you will receive 0.5 days of service credit
For Copper (EFM/GEA) Leased Lines only, when you report a failure in connectivity to our technical support team within Working Hours, Yappl fail to respond to you within the Target Maximum response Time set out in the Copper Leased Line (EFM/GEA) Support Resolution Times table	To make a claim, please record and submit to Yappl: <ul style="list-style-type: none"> • Number called from • Date, time, and number of answered call to report fault; • Case reference number 	For each incident where support does not return a call within the specified period you will receive 0.5 days of service credit

* Please allow up to 2 additional hours when contacting Yappl

Fibre/Wireless Ethernet Leased Line and Dark Fibre Support Resolution Times				
Failure Type	Defined As	Severity Classification	Target Resolution Time	Progress Reports
Total Outage	Issue has existed for 5 minutes or more before incident logging and is limited to the following: <ul style="list-style-type: none"> • Total loss of service (which is defined as no transmission of signals in one or both directions) or 	Priority 1	7 Working Hours	Every 5 business Hours Please note that where a Priority

	<ul style="list-style-type: none"> Available throughput <10% of predicted Service Bandwidth or Latency is >100m/s or Packet loss is greater than 10% measured over a one hour period 			1 issue is logged, intrusive testing will occur without permission being sought in the interests of fast resolution
Severe Intermittence	Intermittent connectivity of single spoke site that has high degree of service impact i.e. Packet loss > 7.5% measured over a one hour period	Priority 2	14 Working Hours	Reasonable endeavours for every 7 business hours until resolution
Degradation	Intermittent connectivity of single spoke site that has low service impact i.e. Packet loss > 5% can be demonstrated measured over a one hour period	Priority 3	28 Working Hours	Reasonable endeavours for every 7 business hours until resolution

Copper Leased Line (EFM/GEA) Support Resolution Times

Failure Type	Defined As	Severity Classification	Target Resolution Time	Progress Reports
Total Outage	<p>Issue has existed for 5 minutes or more before incident logging and is limited to the following:</p> <ul style="list-style-type: none"> Total loss of service (which is defined as no transmission of signals in one or both directions) or Available throughput <10% of predicted Service Bandwidth or Latency is >100m/s or Packet loss is greater than 10% measured over a one hour period 	Priority 1	10 Working Hours	<p>Every 5 working hours</p> <p>Please note that where a Priority 1 issue is logged, intrusive testing will occur without permission being sought in the interests of fast resolution</p>
Severe Intermittence	Intermittent connectivity of single spoke site that has high degree of service impact i.e. Packet loss > 7.5% measured over a one hour period	Priority 2	14 Working Hours	Reasonable endeavours for every 7 business hours until resolution
Degradation	Intermittent connectivity of single spoke site that has low service impact i.e. Packet loss > 5% can be demonstrated measured over a one hour period	Priority 3	28 Working Hours	Reasonable endeavours for every 7 business hours until resolution

Non-Ethernet SLAs

In the event that	Why you need to do	What Entanet will provide
Provisioned ADSL/FTTx line is unavailable	Contact technical support	No SLG payment is available for DSL/FTTx lines. Once reported, clear times are 48 clock hours for Standard Care or 24 clock hours for Enhanced

		Care, excluding any allowable parked time and provided site access is available 24/7
Managed firewall fails in service	Contact technical support	We will use best efforts to replace the hardware the next working day
The availability of Entanet's Application Programming Interfaces is less than 99.9% of a month	To make a claim please record and submit to Yappl the endpoint you queried and the dates and times on which you either received an "Unavailable" Error Code or did not receive a Success response within 5 minutes.	<p>Availability is measured over a calendar month and is measured using the below formula.</p> $P = ((X \text{ Hours} - (D-M)) / X \text{ Hours}) \times 100$ <p>Where; X = Amount of Hours per month P = Percentage availability D = Sum of all downtime in a month, in hours. M = Total of all emergency and planned maintenance</p> <p>The minimum value which may be claimed is 0.1%. For each 0.1% of lack of availability you will receive £1 of service credit.</p>

Definitions

Yappl Ltd reserves the right to amend, modify or alter the thresholds and metrics measured by the SLA or change the level of remedy afforded to you. Changes will be published on our website.

For the avoidance of doubt the following terms have been used in this document and have the following meanings:

"Allowable parked time" is any period of time when:

- i. BT do not have access to the End User's Site at the agreed appointment time; the clock will be restarted at the next agreed appointment time where BT is able to have access to the End User's Site;
- ii. Entanet are unavailable to respond to enquiries from BT, the clock will be restarted when BT receive the required response to the enquiries;
- iii. where Entanet does not accept the first available appointment time offered by BT; the clock will stop at the time of the first available appointment time and will restart at the commencement of the alternative agreed appointment time;
- iv. where Entanet chooses an appointment under Maintenance Class 14 (24/7) and/or the expedite option; the clock will stop and will restart at the commencement of the agreed appointment time. Where this Maintenance Class is chosen BT is unable to gain access to the End User's Site to enable BT to fix the fault within 20 hours, the clock will be restarted when BT is able to have access to the End User's Site.
- v. where there is an action caused by Entanet, a third party, and/or the End User that directly causes BT to be unable to comply with its obligations, the clock will be restarted when such action is rectified;
- vi. where Entanet book a chargeable Special Fault Investigation (SFI), all SFI time from the point the appointment was booked will be excluded from the on-time repair measure.

"Entanet" and "Entanet International" are synonyms for Entanet International Ltd, Stafford Park 6, Telford, Shropshire, TF3 3AT registered as "Entanet International Ltd" with Companies House.

"Yappl Working Hours"/"Working Hours" are defined as 9am to 5.30pm UK time, Monday to Friday inclusive, excluding public and bank holidays.

"Firewall" means a device for the detection, obstruction, destruction and/or prevention (as applicable) of computer viruses, trojans, worms, unauthorised access or use and/or any similar act or thing which may affect a computer system, or network.

"GPON" means Ethernet connectivity provided by Entanet using Gigabit-capable Passive Optical Network technology and sold under the GPON name.

"Remedy" is a credit made to your account upon the confirmation that a breach of this SLA has been

made. Yappl will apply credit within 30 days of the confirmation of a breach and you are expected to continue to make payments to cover outstanding invoices until such time as the credit has been applied. At no stage will Yappl make payments other than in the form of service credits.

“Backbone” is the network owned and operated by Entanet and includes all links, hardware and devices used to transmit packets within the facilities operated by Entanet. For the avoidance of doubt, Border devices used to delineate the Backbone from customer premises equipment are always sited in facilities operated by Entanet and the Backbone is defined as starting at the connected port on this device.

“Wireless” means Ethernet connectivity provided by Entanet using radio.

All amounts exclude VAT unless otherwise stated.

Exclusions

In all cases, scheduled maintenance (as notified to you 45 hours in advance) and emergency maintenance (where notified to you 3 hours in advance) are both exempt from claims under this SLA.

Emergency maintenance carried out with less than 3 hours’ notice may be exempt, should the impact of not carrying out the maintenance cause a breach of the SLA.

Denial of Service attacks are also exempt from claims under this SLA.

Only one of Customer Circuit Availability, Entanet Network Backbone Availability or Entanet Network Latency can be claimed in a single month.

The limit for claims is 10 days in a single 30 day period and 30 days in any 12 month period.

This Service Level Agreement does not apply:

1. Due to factors outside our reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to our data centres, including at your site or between your site and our data centre);
2. That result from the use of services, hardware, or software not provided by us, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services;
3. Caused by your use of a Service after we advised you to modify your use of the Service, if you did not modify your use as advised;
4. During or with respect to preview, pre-release, beta or trial versions of a Service, feature or software (as determined by us);
5. That result from your unauthorized action or lack of action when required, or from your employees, agents, contractors, or vendors, or anyone gaining access to our network by means of your passwords or equipment, or otherwise resulting from your failure to follow appropriate security practices;
6. That result from your failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or your use of the Service in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported) or inconsistent with our published guidance.

This Service Level Agreement for Application Programming Interfaces does not apply to any performance issues:

1. That result from faulty input, instructions, or arguments (for example, requests to access files that do not exist);
2. That result from your attempts to perform operations that exceed prescribed quotas or that resulted from our throttling of suspected abusive behaviour.

Entanet do not guarantee that any Firewall (whether supplied by us or a third party) will detect, obstruct and/or prevent any viruses, trojans, worms or unauthorised access to your network and/or computer system.

For Ethernet services where costs are incurred, including but not limited to diagnostics and engineering visits, resolving an issue which is found not to be a failure that is under the control of Yappl, Entanet or their supplier (for example a fault with customer-owned equipment or facilities), Yappl reserves the right (a) to charge the customer a one-off fee of £250 (exc. VAT) and (b) to pass through any charges received from our supplier.

To claim against this SLA you must submit a claim containing the information previously detailed in the SLA tables by email to service@yappl.com.

We aim to reply and resolve all such claims within 30 days of receipt. Claims must be made within 30 days of the incident. Should any of the above metrics be breached then a service credit will be issued.

Fault Reporting

Faults should be reported to support@yappl.com.