

E | NET’S SERVICE LEVEL AGREEMENT

This Services agreement sets out the description of Services to be provided by e|net to the Customer, as particularly identified in a Work Order and the associated Service Levels.

e|net shall only be obliged to provide those Services specified in a Work Order

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1 PRODUCT AND SERVICES SPECIFICATIONS

1.1 The following are the detailed specifications of the Product and Service Offerings to be provided by e|net;

- (a) product and service specifications
- (b) network performance and fault management
- (c) service performance

1.2 As of the Effective Date, the following shall be illustrative examples of the Product and Service Offerings.

PRODUCT ID	PRODUCT	MINIMUM DRAWDOWNS	MAXIMUM DRAWDOWNS
DF-R	Ring Dark Fibre	1 fibre pair in any nominated Ring	20% of installed fibre pairs within the particular ring.
DF-S	Spur Dark Fibre	1 fibre pair extending the complete length of the spur.	20% of the installed fibre pairs in the particular spur.
SD-R	Ring Sub-duct	1 sub-duct in any nominated Ring	2 sub-ducts in any nominated Ring subject to availability
SD-S	Spur Sub-duct	1 sub-duct extending the complete length of the spur	2 sub-ducts in the particular spur subject to availability.
DU-R	Ring Duct	1 complete duct in any nominated ring subject to availability	1 complete duct in any nominated ring subject to availability.
DU-S	Spur duct.	1 duct extending the complete length of the spur subject to availability	1 duct extending the complete length of the spur subject to availability
CO-U,CO-PO	Shelf space in Co-lo	Minimum of one shelf of height 2U	20% of available space or one Rack, whichever is the greater.
CO-RACK,CO-PO	Co-location Foot-print.	1 Rack space (600x600) in the nominated facility, with power facility and air conditioning.	20% of the available Rack space, or one Rack whichever is the greater, and the appropriate % of power consumption for the Rack Space used.
CO-Half Rack,CO-PO	Co-location Half Rack	CO-HALF meaning Half of one Rack (600x600) in the nominated facility, with power facility and air conditioning”	20% of the available Rack space, or one Half Rack whichever is the greater, and the appropriate % of power consumption for the Rack Space used.

CO-AS	Antennae Space on Pole erected at the corner of the Co-location Unit.	1 Antennae Space	20% of available mounting space
CO-CC-DF	Colo crossconnect. Dark fibre	Dark fibre crossconnect linking carrier/customer racks in the co locations	There is no limit but this is tied into the number of rack spaces allocated per co location
CO-CC-MS	Colo Crossconnect. Managed service	Managed bandwidth crossconnect linking customer racks in the co locations	There is no limit but this is tied into the number of rack spaces allocated per co location
DF-PTP	Dark Fibre Point to Point	1 fibre pair extending a minimum of 250 metres	20% of installed fibre pairs along the route

Table 1

1.3 The foregoing products are subject to the minimum and maximum drawdown limits and in accordance with the principles more fully set forth in the Code of Practice.

1.4 Managed Bandwidth Services

PRODUCT ID	PRODUCT
MSDH	Managed Bandwidth SDH (Synchronise Digital Hierarchy). An SDH service made available to the Customer across MAN fibre at the appropriate bandwidth
ME-	Managed Bandwidth Ethernet. An Ethernet service made available to the Customer across MAN fibre at the appropriate bandwidth.

Table 2

1.5 Surveys and drop connections

PRODUCT ID	PRODUCT
SU-X	Survey for new connections. The survey will determine the measurements for the point of the connection to target premises including walking of the ground to determine the type of ground components required (boxes, duct etc). From the survey, the full bill of materials and labour charge will be determined.
DF-DROP	Annual maintenance charge for dark fibre drop connection per annum
DF-INSTALL	Building of the drop connection into the target premises. The drop connection will be an open access extension to the MAN

Table 3

1.6 Maintenance supervised attendance

PRODUCT ID	PRODUCT
CO-	Supervised visits by Concessionaire to chambers and other locations. Scheduled attendance will be arranged through the Network Operations Centre in accordance with the procedures specified on ww.e net.ie .

Table 4

1.7 False Alarm Charge

PRODUCT ID	PRODUCT
FAC	In the event of e net responding to a Customer fault report the cause of which does not lie with e net's equipment or services e net will apply a False Alarm Charge.

Table 5

1.8 Customer Accredited Staff

PRODUCT ID	PRODUCT
CO-AA	E net will accredit suitably qualified staff from customer organisations to visit Co-Location Facilities in which the customer has leased rack space and deployed equipment. Accredited staff will be supervised electronically.

Table 6

1.9 Customer crossconnect

PRODUCT ID	PRODUCT
CO-CC-DF	E net will run a dark fibre between customer racks and this product will be in line with standard dark fibre product on the MAN
CO-CC-MS	E net will connect customer racks using a managed bandwidth. This can be at SDH or ethernet. This product will be in line with the Managed products specifications

1.10 Circuit Modification, Disconnection and Reconnection

PRODUCT ID	PRODUCT
CM	Circuit Modifications meaning circuit reconfiguration.
DC	Circuit Disconnection meaning disconnection of a service which has been terminated.
RC	Circuit Reconnection meaning reconnection within 6 weeks of a previously disconnected service.

Table 6

2 NETWORK PERFORMANCE

- 2.1 e|net's management network and management centre will provide constant monitoring of the MANs. The environmental, power, security systems at each co-location centre will be extended to the network management centre. These will be transported on a dedicated management network terminating in the Network Management centre.
- 2.2 E|net will monitor each metro by deploying an ethernet switch with laser transmitters and receivers at each co-location centre. Utilising a spare pair of fibres interconnecting sub-rings and spurs throughout the MAN's e|net will have a continuous view of each MAN. The management fibre pair will be changed from time to time as new fibre cables are added. This will ensure that the management pair is at all times in the most vulnerable position in the topmost deployed cable.
- 2.3 All managed bandwidth services will be continuously monitored in the Network Management Centre on a 24/7/365 basis.

3 PRODUCT AND SERVICE PERFORMANCE IN RELATION TO SERVICE OFFERING.

3.1 Product and Service Performance Definitions and Fault Management

NAME	DEFINITION	PRODUCTS APPLICABLE TO:
Fibre Fault	A sudden and sustained increase of at least 0.5 db in attenuation	DF-
Resilient deployment	At least two diverse paths are available for servicing the node.	DF-MSDH- ME-
Node	A location at which services are extracted and/or inserted in the network	MSDH- ME-
Service Affecting Fault	A fault resulting in a total loss of service	DF-MSDH-,ME-CO-
Non-service Affecting Fault	A fault resulting in a reduction of service security as in the loss of the diverse path in a two path resilient network.	DF-CO-, DU-, SD-, MSDH- ME-
Normal Service	The error rate performance is better than 1 in 10 ⁹	MSDH- ME-
Degraded Service	The error rate performance is between 1 in 10 ⁵ and 1 in 10 ⁹	MSDH- ME-
Denial of Service	The error rate performance is worse than 1 in 10 ⁵	MSDH- ME-
Network Operations Centre	Network Operations Centre	NOC
CMC	Customer Management Centre	
Infrastructure Fault	A fault affecting infrastructure products	DF- DU- SD-
Co-location Facility	Refers to the active equipment provided by the e net in the Co-location Facility in association with shelf or footprint space. Includes power, AC and DC, air-conditioning, smoke and flood detection. Antenna Space if available	CO-
Service Force Majeure	e net shall not be responsible for shortcomings in its Product and Service Offering performance levels which are attributable to functions beyond its reasonable control but subject to the redundancy	

NAME	DEFINITION	PRODUCTS APPLICABLE TO:
	or other protective or contingency measures specified in the Work Order.	

Table 7

4 FAULT MANAGEMENT

4.1 Degraded Service

In the event of a Prolonged Service Degraded Period (an incident extending over 30 minutes) a message will be broadcast via SMS, and/or e-mail or the preferred medium identified in an applicable Work Order. This message will contain a unique event number, short description and expected duration. When the incident is rectified a further message, will be forwarded indicating closure.

4.1.1 Non-Service Affecting Fault

4.1.1.1 Infrastructure Products (DF-, DU-, SD-)

In the event of the fibre network monitoring system indicating a Non-Service Affecting Fault, the Network Operations Centre will determine its location and log the fault. The Network Operation Centre will locate and dispatch the nearest staff member to site to arrive within two (2) hours. The Network Operations Centre will inform Customer if affected, by means of a message via the preferred medium identified in the applicable Work Order. Updates will be broadcast every thirty (30) minutes during the incident with a final broadcast on incident closure. Infrastructure repair will begin within four (4) hours of fault log time.

In the event of the Network Operations Centre receiving a Customer report indicating an Infrastructure Fault, the Network Operations Centre will immediately check the fibre monitoring alarms. If an alarm is present the Network Operations Centre will proceed as above. In the event of no alarm indication, the Network Operations Centre will immediately check the relevant MAN. If indications are normal, the Network Operations Centre will inform Customer that it may be liable for a False Alarm Charge, if Customer nonetheless requires that the Network Operation Centre proceed as above and initiate the staff dispatch process.

4.1.1.2 Managed Bandwidth Services & Co-location Facilities (MSDH-,ME-, CO-)

In the event of the network management system indicating a fault in a Managed Bandwidth Service, or Co-location Facility, the Network Operations Centre will immediately log the

event. The Network Operations Centre will analyse the problem, locate the nearest suitable staff, determine the nearest location of the nearest spare equipment and dispatch the nearest staff member to site within two (2) hours. The Network Operations Centre will inform Customer by message via the preferred medium identified in the applicable Work Order and update every thirty (30) minutes during the incident. Repair will begin within four (4) hours of fault log time. Service restoration will be managed by the Network Operations Centre. On closure, the Network Operations Centre will inform Customer.

In the event of the Network Operations Centre receiving a Customer report indicating a Managed Bandwidth Service fault or a Co-location Facility fault the Network Operations Centre will immediately check network management system alarms. If an alarm is present, the Network Operations Centre will proceed as above. In the event of no alarm indication, the Network Operations Centre will immediately check the relevant node. If indications are normal the Network Operations Centre will inform Customer that it may be liable for a False Alarm Charge, if Customer nonetheless requires that the Network Operation Centre proceed as above and initiate the staff dispatch process.

4.1.2 Service Affecting Faults

4.1.2.1 Infrastructure Products (DF- Du- SD-)

In the event of the fibre network monitoring system indicating a Service Affecting Fault, the Network Operations Centre will determine its location and log the fault. The Network Operation Centre will locate and dispatch the nearest staff member to site to arrive within two (2) hours. The Network Operations Centre will inform Customer if affected, by means of a message via the preferred medium identified in the applicable Work Order. Updates will be broadcast every thirty (30) minutes during the incident with a final broadcast on incident closure. Infrastructure repair will begin within four (4) hours of fault log time. In addition staff dispatched to site will endeavour to restore service on products DF- by temporary means if necessary with the initiation of full repair within four (4) hours.

In the event of the Network Operations Centre receiving a Customer report indicating an Infrastructure Fault, the Network Operations Centre will immediately check the fibre monitoring alarms. If an alarm is present the Network Operations Centre will proceed as above. In the event of no alarm indication, the Network Operations Centre will immediately check the relevant MAN. If indications are normal, the Network Operations Centre will inform Customer that it may be liable for a False Alarm Charge, if the Customer nonetheless requires that the Network Operation Centre proceed as above and initiate the staff dispatch process.

For products DU- and SD- e|net is not responsible for restoring Services delivered within these products. The products DU- and SD- will be restored through Customer's repair process.

4.1.2.2 Managed Bandwidth Service, and Co-location Facilities (MSDH- ME- CO-)

In the event of the network management system indicating a fault in a Managed Bandwidth Service, Or Co-location Facilities, the Network Operations Centre will immediately log the event. The Network Operations Centre will analyse the problem, locate the nearest suitable staff, determine the nearest location of the nearest spare equipment and dispatch the nearest staff member to site within two (2) hours. The Network Operations Centre will inform Customer by message via the preferred medium identified in the applicable Work Order and update every thirty (30) minutes during the incident. Repair will begin within four (4) hours of fault log time. Service restoration will be managed by the Network Operations Centre. In addition staff dispatched to site will endeavour to restore service on Managed Bandwidth Service by temporary means if necessary with the initiation of full repair within four (4) hours. On closure, the Network Operations Centre will inform Customer.

In the event of the Network Operations Centre receiving a Customer report indicating a Managed Bandwidth Service fault, or Co-location Facility fault the Network Operations Centre will immediately check network management system alarms. If an alarm is present, the Network Operations Centre will proceed as above. In the event of no alarm indication, the Network Operations Centre will immediately

check the relevant node. If indications are normal the Network Operations Centre will inform Customer that it may be liable for a False Alarm Charge, if Customer nonetheless requires that the Network Operation Centre proceed as above and initiate the staff dispatch process.

4.2 Service Availability and Rental Credits

4.2.1 Product DF-R

In the event that a fault is detected by the fibre monitoring system, e|net will advise Customer of the fault within thirty (30) minutes. Customer shall be responsible for confirming with the Network Operations Centre whether such fault is affecting the fibres supplied for use by Customer. e|net shall have no responsibility to remedy faults which cannot be detected by the fibre monitoring system and which Customer fails to notify to the Network Operations Centre. The Parties accept that there may be occasions on which the management pair may not show a fault which is affecting Customer's fibres.

Customer shall notify the Network Operations Centre as soon as it is aware of any fault on the fibres supplied for its use. The DF-R Services shall have an aggregate target availability percentage of 99.999% each and every quarter during the duration of the applicable Work Order. This equals an unavailability of one (1) minute and twenty (20) seconds per quarter. Service unavailability for the following reasons shall not be considered as Service unavailability for the purpose of this Service Level Agreement, and Rental Credits shall not be due in respect of same:

- (a) DF-R Services are adversely affected by a Force Majeure Event or a Service Force Majeure.
- (b) DF-R Services are adversely affected by Customer Equipment or Customer fails to use the Customer equipment to re-route traffic on the fibre.
- (c) In the case of a fault not affecting the management fibres, Customer fails to notify e|net of a fault in the DF-R Services, or in the case of a fault affecting the management fibres, Customer fails to confirm to e|net that the fault is also affecting the fibres supplied for use by Customer.
- (d) Unavailability due to Programmed Maintenance.

- (e) In the event of a fault and where applicable, e|net will be on site within two (2) hours of a fault having been notified to the Network Operations Centre and will use all reasonable endeavours to ensure that DF-R Services are restored with the minimum possible disruption to the DF-R Services.

Performance will be reviewed quarterly. The Customer will be entitled to a Rental Credit if the level of availability falls below that stated above as follows:

DF-R SERVICE AVAILABILITY %	NO. OF CREDIT DAYS (PER-QUARTER)
>99.91%	0
99.82% up to but excluding 99.91%	2
99.73% up to but excluding 99.82%	4
99.63% up to but excluding 99.73%	6
<99.63%	10

Table 8

The aggregate DF-R Service availability shall be calculated quarterly and issued to Customer.

For the purposes of calculating DF-R Service unavailability, the fault shall be deemed to have commenced at the time when Customer notifies e|net of the fault, or, where the fault has been indicated on the network monitoring system, at the time e|net confirms the occurrence of the fault with Customer. DF-R Service unavailability shall be deemed to have ended when e|net agrees with Customer that the fault has been repaired (such agreement not to be unreasonably withheld or delayed). In circumstances where the fault has been repaired, and e|net, notwithstanding reasonable efforts on its behalf, has not succeeded in contacting Customer to agree DF-R Service restoration, DF-R Service unavailability shall be deemed to have ended at the time when the network management system indicated same.

After the end of each Concessionaire Financial Year, a credit note will be issued for Rental Credits equal to the total of credit days accumulated over the previous four (4) quarters multiplied by the annual rental charge divided by 365. Any unreimbursed credit days at the end of the applicable Work Order will be repaid by e|net.

Where the origin of a fault is unclear, e|net will assist Customer in fault identification. If it is confirmed that the fault does not lie with e|net, Customer shall be liable to a False Alarm Charge.

Customer will appoint a representative(s) to notify the Network Operations Centre of a fault. Each fault will be logged, timed and shall be included in the quarterly calculation of Rental Credits only as specified in this SLA.

4.2.2 Products DF-S, DF-PTP (Dark Fibre Spur and Dark Fibre Point-to-Point)

In the event that a fault is detected by the fibre monitoring system, e|net will advise Customer of the fault within thirty (30) minutes. Customer shall be responsible for confirming with the Network Operations Centre whether such fault is affecting the fibres supplied for use by Customer. Under such circumstances, fault analysis and remedy by e|net shall be reactive to Customer's confirmation of the fault on the fibres supplied for its use. The Parties accept that there may be occasions on which the management pair may not show a fault which is affecting Customer's fibres.

Customer shall notify the Network Operations Centre as soon as it is aware of any fault on the fibres supplied for its use. e|net shall have no responsibility to remedy faults which cannot be detected by the fibre monitoring system and which Customer fails to notify to the Network Operations Centre. The DF-S and DF-PTP Services shall each have an aggregate target availability percentage of 99.999% each and every quarter during the duration of the applicable Work Order. This equals an unavailability of one (1) minute and twenty (20) seconds per quarter. Service unavailability of each of DF-S or DF-PTP for the following reasons shall not be considered as service unavailability for the purpose of this Schedule and Rental Costs shall not be due in respect of same:

- (a) DF-S and/or DF-PTP Services (as relevant) are adversely affected by a Force Majeure Event or a Service Force Majeure.
- (b) DF-S and/or DF-PTP Services (as relevant) are adversely affected by Customer Equipment or Customer fails to use the Customer Equipment to re-route traffic on the fibre.
- (c) In the case of a fault not affecting the management fibres, Customer fails to notify e|net of a fault in the DF-S and/or

DF-PTP Services (as relevant), or in the case of a fault affecting the management fibres, Customer fails to confirm to e|net that the fault is also affecting the fibres supplied for use by Customer.

(d) Unavailability due to Programmed Maintenance.

In the event of a fault and where applicable, e|net will be on site within two (2) hours of a fault having been notified to the Network Operations Centre and will use all reasonable endeavours to ensure that DF-S or DF-PTP Services (as relevant) are restored with the minimum possible disruption to the DF-S or DF-PTP Services (as relevant).

Performance will be reviewed quarterly. Customer will be entitled to a Rental Credit if the level of availability falls below that stated above as follows:

SERVICE AVAILABILITY % FOR EACH OF DF-S AND DF-PTP	NO. OF CREDIT DAYS (PER-QUARTER)
>99.82%	0
99.73% up to but excluding 99.82%	2
99.63% up to but excluding 99.73%	4
<99.63%	10

Table 9

The aggregate Service availability for each of DF-S and DF-PTP shall be calculated quarterly and issued to Customer.

For the purposes of calculating Service unavailability of each of DF-S and DF-PTP Services, the fault shall be deemed to have commenced at the time when Customer notifies e|net of the fault, or, where the fault has been indicated on the network monitoring system, at the time e|net confirms the occurrence of the fault with Customer. Each of DF-S and DF-PTP Service unavailability shall be deemed to have ended when e|net agrees with Customer that the fault has been repaired (such agreement not to be unreasonably withheld or delayed). In circumstances where the fault has been repaired, and e|net, notwithstanding reasonable efforts on its behalf, has not succeeded in contacting Customer to agree 2DF-S and/or 2DF-PTP Service restoration (as relevant), each of 2DF-S and/or 2DF-PTP Service unavailability shall be deemed to have ended at the time when the network management system indicated same.

After the end of each Financial Year, a credit note will be issued for Rental Credits equal to the total of credit days accumulated

over the previous four (4) quarters multiplied by the annual rental charge divided by 365. Any unreimbursed credit days at the end of the applicable Work Order will be repaid by e|net.

Where the origin of a fault is unclear, e|net will assist Customer in fault identification. If it is confirmed that the fault does not lie with e|net, Customer shall be liable to a False Alarm Charge.

Customer will appoint a representative(s) to notify the Network Operations Centre of a fault. Each fault will be logged, timed and shall be included in the quarterly calculation of Rental Credits only as specified in this SLA.

4.2.3 CO- (Co-location shelf and footprint and antenna facilities)

In the event that a fault is detected by the network management system, e|net will advise Customer of the fault within thirty (30) minutes.

Customer shall notify the Network Operations Centre as soon as it is aware of any fault on the Co-location Facility supplied for its use. e|net shall have no responsibility to remedy faults which cannot be detected by the network management system (other than as a result of performance or configuration problems with the network management system), and which Customer fails to notify to the Network Operations Centre. The 2CO-Services shall have an aggregate target availability percentage of 99.999% each and every quarter during the duration of the relevant Work Order. This equals an unavailability of one (1) minute and twenty (20) seconds per quarter. CO-Service unavailability for the following reasons shall not be considered as CO- Service unavailability for the purpose of this paragraph and Rental Credits shall not be due in respect of same:

- (a) CO-Services are adversely affected by a Force Majeure Event or a Service Force Majeure.
- (b) CO-Services are adversely affected by Customer Equipment.
- (c) In the case of a fault not detected by network management system (other than as a result of performance or configuration problems with the network management system), Customer fails to notify e|net of a fault in the Co-location Facility.
- (d) Unavailability due to Programmed Maintenance.

In the event of a fault and where applicable, e|net will be on site within two (2) hours of a fault having been notified to the Network Operations Centre and will use all reasonable endeavours to ensure CO- Services are restored with the minimum possible disruption to the CO- Services.

Performance will be reviewed quarterly. Customer will be entitled to a Rental Credit if the level of availability falls below that stated above as follows:

CO-SERVICE AVAILABILITY %	NO. OF CREDIT DAYS (PER-QUARTER)
>99.91%	0
99.82% up to but excluding 99.91%	2
99.73% up to but excluding 99.82%	4
99.63% up to but excluding 99.73%	6
<99.63%	10

Table 10

The aggregate CO- Service availability shall be calculated quarterly and issued to Customer.

For the purposes of calculating CO- Service unavailability, the fault shall be deemed to have commenced on the earlier of an indication of the fault on the network management system or on the receipt of a report by e|net from Customer. CO- Service unavailability shall be deemed to have ended when e|net agrees with Customer that the fault has been repaired (such agreement not to be unreasonably withheld or delayed). In circumstances where the fault has been repaired, and e|net, notwithstanding reasonable efforts on its behalf, has not succeeded in contacting Customer to agree CO- Service restoration, CO- Service unavailability shall be deemed to have ended at the time when the network management system indicated same.

After the end of each Concessionaire Financial Year, a credit note will be issued for Rental Credits equal to the total of credit days accumulated over the previous four (4) quarters multiplied by the annual rental charge divided by 365. Any unreimbursed credit days at the end of the applicable Work Order will be repaid by e|net.

Where the origin of a fault is unclear, e|net will assist Customer in fault identification. If it is confirmed that the fault does not lie with e|net, Customer is liable to a False Alarm Charge.

Customer will appoint a representative(s) to notify the Network Operations Centre of a fault. Each fault will be logged, timed and

shall be included in the quarterly calculation of Rental Credits only as specified in this SLA.

4.2.4 Managed Bandwidth Services Products (M-SDH-, ME-)

In the event that a fault is detected by the network management system, e|net will advise Customer of the fault within thirty (30) minutes.

Customer shall notify the Network Operations Centre as soon as it is aware of any fault affecting the Managed Bandwidth Services product supplied for its use. Under such circumstances, fault analysis and remedy by e|net shall be reactive to Customer notification of the fault to the Network Operations Centre. e|net shall have no responsibility to remedy faults which cannot be detected by the network management system (other than as a result of performance or configuration problems with the network management system), and which Customer fails to notify to the Network Operations Centre. The MSDH-, ME- Services shall have an aggregate target availability percentage of 99.999% each and every quarter during the duration of the relevant Work Order. This equals an unavailability of one (1) minute and twenty (20) seconds per quarter. MSDH-, ME- Service non availability for the following reasons shall not be considered as service unavailability for the purpose of this Clause and Rental Credits shall not be due in respect thereof:

- (a) MSDH-, ME- Services are adversely affected by Force Majeure or a Service Force Majeure.
- (b) MSDH-, ME- Services are adversely affected by Customer Equipment or Customer fails to use its equipment to re-route traffic.
- (c) In the case of a fault not detected by the network management system (other than as a result of performance or configuration problems with the network management system), Customer fails to notify e|net of a fault in the Product.
- (d) Unavailability due to Programmed Maintenance.
- (e) Services are adversely affected by a loss of power to the terminating unit/s.

Performance will be reviewed quarterly. Customer will be entitled to a Rental Credit if the level of availability falls below that stated above as follows:

MSDH- , ME- SERVICE AVAILABILITY	NO. OF CREDIT DAYS (PER-QUARTER)
>99.82%	0
99.73% up to but excluding 99.82%	2
99.63% up to but excluding 99.73%	4
<99.63%	10

Table 11

The aggregate MSDH-, ME-Service availability shall be calculated quarterly and issued to Customer.

For the purposes of calculating MSDH-, ME-- Service unavailability, the fault shall be deemed to have commenced on the earlier of an indication of the fault on the network management system or on the receipt of a report by e|net from Customer. MSDH-, ME-Service unavailability shall be deemed to have ended when e|net agrees with Customer that the fault has been repaired (such agreement not to be unreasonably withheld or delayed). In circumstances where the fault has been repaired, and e|net, notwithstanding reasonable efforts on its behalf, has not succeeded in contacting Customer to agree MSDH-,ME- Service restoration, Service unavailability shall be deemed to have ended at the time when the network management system indicated same.

After the end of each Financial Year, a credit note will be issued for Rental Credits equal to the total of credit days accumulated over the previous four (4) quarters multiplied by the annual rental charge divided by 365. Any unreimbursed credit days at the end of the applicable Work Order will be repaid by e|net.

Where the origin of a fault is unclear, e|net will assist Customer in fault identification. If it is confirmed that the fault does not lie with e|net, Customer shall be liable to a False Alarm Charge.

Customer will appoint a representative(s) to notify the Network Operations Centre of a fault. Each fault will be logged, timed and shall be included in the quarterly calculation of Rental Credits only as specified in this SLA.

5 SERVICE LEVELS:GENERAL TERMS

- 5.1 Loss of service due to suspensions arising from non -payment of invoice is excluded from the definition of Service unavailability for the purpose of this SLA.
- 5.2 Any extra time required as result of Customer denying access by e|net's representative, to any site or denying permission for e|net's representative to carry out any necessary reports will be excluded from the calculation of periods of Service unavailability.
- 5.3 Service unavailability arising from faults occurring as a result of or caused by work, changes or alterations made by Customer will be excluded from the calculation of periods of Service unavailability.
- 5.4 Measurements carried out by e|net shall form the basis for the calculation of Service Levels. Any dispute in respect of the calculation of Service Levels shall be referred to the Dispute Resolution Procedure.
- 5.5 Performance reporting under a Work Order will start after the end of the first calendar month of Service under that Work Order.
- 5.6 A formal review meeting between e|net and Customer of the quarterly performance reporting may take place following the quarterly reporting where required.
- 5.7 Customer shall report all faults of which it is aware to the Network Operations Centre in accordance with the fault logging process set out on e|net's website.
- 5.8 e|net will notify Customer not less than fifteen(15) Business days in advance of any Programmed Maintenance. In the case of a Prolonged Service Degraded Period e|net will provide current status information to Customer at thirty minute intervals until the incident is resolved. e|net shall consider any reasonable request from Customer for a deferral of any Programmed Maintenance made within five(5) Business days of e|net's notice and e|net shall respond to the deferral request within five (5) Business days of the request having been made.
- 5.9 Rental credits will be calculated by e|net annually as specified in Section 4 above and will be granted in the form of a credit against the next applicable invoice after calculation of the Rental Credits. Any such Rental Credits will be Customer's sole remedy and e|net's sole liability and shall be in full and final settlement of e|net's liability, for failure to provide or repair Services or for failure to achieve the targeted Service Levels.

5.10 Where an incident or series of connected incidents give rise to unavailability of a number of Services such that but for this section 5.9 e|net would be liable for Rental Credits in respect of more than one Service, Customer shall only be entitled to recover Rental Credits in respect of a single affected Service. Without prejudice to the generality of the foregoing, in the event that Product DFR is among the unavailable services and Customer is entitled to recover Rental Credits in respect to unavailability of the affected Services, the Rental Credits applicable to Product DFR shall be applied to the exclusion of all other Rental Credits.

6 PRODUCT AND SERVICE PERFORMANCE DEFINITIONS AND FAULT MANAGEMENT

NAME	DEFINITION	PRODUCTS APPLICABLE TO:
Fibre Fault	A sudden and sustained increase of at least 0.5 db in attenuation	DF- CO-CC-DF
Resilient deployment	At least two diverse paths are available for servicing the node.	DF-MSDH- ME-
Node	A location at which services are extracted and/or inserted in the network	MSDH- ME- CO-CC-MS
Service Affecting Fault	A fault resulting in a total loss of service	DF- MSDH-,ME- CO-
Non-service Affecting Fault	A fault resulting in a reduction of service security as in the loss of the diverse path in a two path resilient network.	DF- CO-, DU-, SD-, MSDH- ME-
Normal Service	The error rate performance is better than 1 in 10 ⁹	MSDH- ME- CO-CC-MS
Degraded Service	The error rate performance is between 1 in 10 ⁵ and 1 in 10 ⁹	MSDH- ME- CO-CC-MS
Denial of Service	The error rate performance is worse than 1 in 10 ⁵	MSDH- ME- CO-CC-MS
Network Operations Centre	Network Operations Centre	
CMC	Customer Management Centre	
Infrastructure Fault	A fault affecting infrastructure products	DF- DU- SD- CO-CC-DF
Co-location Facility	Refers to the active equipment provided by the e-Net in the Co-location Facility in association with shelf or footprint space. Includes power, AC and DC, air-conditioning, smoke and flood detection. Antenna Space if available	CO-
Service Force Majeure	e-Net shall not be responsible for shortcomings in its Product and Service Offering performance levels which are attributable to functions beyond its reasonable control but subject to the redundancy or other protective or contingency measures specified in the Work Order.	

Table 12