

e|net Service Level Agreement

This Services Agreement sets out the description of the Services to be provide by e|net to the

Customer, as more 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.

Services Description	2
Network Performance	6
Product and Service Performance Definitions	7
Fault Management	8
Service Levels: General Terms	18
Definitions	19

1 **SERVICES DESCRIPTION**

1.1 As of the Effective Date, e|net offers the following Product and Service Offerings.

Product ID	Product	Minimum Drawdowns	Maximum Drawdowns
DFR	Ring Dark Fibre	1 fibre pair in any nominated Ring	20% of installed fibre pairs within the particular ring.
DFS	Spur Dark Fibre	1 fibre pair extending the complete length of the spur.	20% of the installed fibre pairs in the particular spur.
SDR	Ring Sub-duct	1 sub-duct in any nominated Ring	2 sub-ducts in any nominated Ring subject to availability
SDS	Spur Sub-duct	1 sub-duct extending the complete length of the spur	2 sub-ducts in the particular spur subject to availability.
DR	Ring Duct	1 complete duct in any nominated ring subject to availability	1 complete duct in any nominated ring subject to availability.
DS	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
CLS	Shelf space in Co-lo	Minimum of one shelf of height 2U	20% of available space
CLF	Co-location Foot-print.	1 Rack space (600x600) in the nominated facility, with power facility and air conditioning.	20% of the available Rack space in the nominated Co-location Facility and maximum of 18% of the available power in the Co-location Facility.

1.2 The foregoing Products and Services Offerings are subject to the minimum and maximum drawdown limits and in accordance with the principles more fully set forth in the Code of Practice.

1.3 Dark fibre - lighting and terminating services

Product ID	Product
FLF = (DFR and/or DFS+LF)	Dark Fibre and fibre lighting service at STM1, STM4 or STM16. Lighting facility managed by e net by cross connecting bandwidth for the Customer from/between their metro nodes and trunks. Customer deploys own equipment in its metro nodes.
FTF=(DFR and/or DFS + LF +TF)	Dark Fibre and fibre lighting service at STM1, STM4 or STM16. Lighting facility managed by e net by cross connecting bandwidth for Customer from/between his metro nodes and trunks. Terminating equipment provided, installed and commissioned by e net.

1.4 Dark Fibre - point to point

Product ID	Product
DFP	Dark fibre point to point between two points only. A 12 fibre cable will be deployed in a sub-duct in the distribution duct between two points. Maximum of 2KM point to point available.

1.5 Gigabit Ethernet Multipoint

Product ID	Product
GBEMP	e net dedicates a MAN fibre to the Customer centred on the Co-Location Unit and lit at GigaE (1000 Mbits). The service includes the terminating equipment provided, installed and commissioned in the nodes by e net.

1.6 Gigabit Ethernet Point to Point

Product ID	Product
GBEP2P	e net makes available a dedicated fibre path between any two nodes on any MAN via the Co-Location Unit. This Fibre is lit at Gigabit Ethernet (1000 Mbits) and terminated in each node at 1000 Mbits. The terminating units are provided, installed and commissioned by e net.

1.7 Dark fibre - Community Ethernet Aggregate

Product ID	Product
CEA	Dark fibre and fibre lighting service utilising Ethernet on one shared fibre pair per MAN. All nodes will share same fibre pair. Point to point service with underlying resiliency. Standard Fast Ethernet connection.

1.8 Surveys and drop connections

Product ID	Product
Survey	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.
DC	Building of the drop connection into the target premises. e net will retain ownership of the sub-duct, remaining ducts and civils also remain in the ownership of e net. Slewing of duct. Slewing of sub-duct. Completion of connection.

1.9 Maintenance supervised attendance

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

1.10 False Alarm Charge

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

1.11 Customer Accredited Staff

Product ID	Product
FAC	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.

1.12 Response Times

- 1.12.1 e|net shall acknowledge a request for a Service from Customer within one (1) Business Day of receipt.
- 1.12.2 e|net shall acknowledge a site survey request within five (5) Business Days of the request or within such other period as may be agreed between e|net and Customer.
- 1.12.3 e|net shall respond to Customer with a site survey date within three (3) Business Days of acknowledging receipt of site survey request or within such other period as may be agreed between e|net and Customer.
- 1.12.4 e|net shall furnish Customer with detailed quotation for the Works within five (5) Business Days of the site survey.
- 1.12.5 e|net shall install and commission the Services within five (5) Business Days of completion of the Works or within such other period as may be agreed between e|net and Customer.

1.13 e|net Website

Information in relation to e|net's Products and Services Offerings shall be made available on e|net's website at www.e-net.ie.

2 NETWORK PERFORMANCE

- 2.1 The Network Operations Centre will provide constant monitoring of the MANs. The environmental, power, security systems at each Co-location Facility will be extended to the Network Operations Centre. These will be transported on a dedicated management network terminating in the Network Operations Centre.
- 2.2 e|net will monitor each MAN by deploying a laser transmitter and receiver at each Co-location Facility. Utilising a spare pair of fibres interconnecting sub-rings and spurs throughout the MANs 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 Lighting Facility, Terminating Facility and Community Ethernet products will be continuously monitored in the Network Operations Centre on a 24/7/365 basis.

3 PRODUCT AND SERVICE PERFORMANCE DEFINITIONS

Name	Definition	Products Applicable to:
Fibre Fault	A sudden and sustained increase of at least 0.5 db in attenuation	DFR DFS DFP
Resilient deployment	At least two diverse paths are available for servicing the node.	DFR DFS DFP FLF, FTF, CEA, GBEMP, GBEP2P
Node	A location at which services are extracted and/or inserted in the network	DFR DFS DFP FLF, FTF, CEA, GBEMP, GBEP2P
Service Affecting Fault	A fault resulting in a total loss of service	DFR DFS DFP FLF, FTF, CEA, GBEMP, GBEP2P
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.	DFR DFS DFP FLF, FTF, CEA, GBEMP, GBEP2P
Normal Service	The error rate performance is better than 1 in 10 ⁹	FLF, FTF, CEA, GBEMP, GBEP2P
Degraded Service	The error rate performance is between 1 in 10 ⁵ and 1 in 10 ⁹	FLF, FTF, CEA, GBEMP, GBEP2P
Denial of Service	The error rate performance is worse than 1 in 10 ⁵	FLF, FTF, CEA, GBEMP, GBEP2P
Network Operations Centre	Network Operations Centre	NOC
CMC	Customer Management Centre	
Infrastructure Fault	A fault affecting infrastructure products	DFR DFS DFP SDR, SDS, DR, DS
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.	CLS, CLF
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.	

4 FAULT MANAGEMENT

4.1 Degraded service

In the event of a Prolonged Service Degraded Period, 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

Infrastructure Products

(DFR, DFS, DFP, SDR, SDS, DR, DS)

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.

Lighting, Terminating, Co-location Facilities, Gigabit Ethernet Point To Point, Gigabit Ethernet Multipoint and Community Ethernet Products

(FLF, FTF, CLS, CLF, GBEP2P, GBEMP and CEA)

In the event of the network management system indicating a fault in a Lighting Facility , Terminating Facility, Gigabit Ethernet Point To Point, Gigabit Ethernet Multipoint or Community Ethernet service, 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 Lighting Facility, Terminating Facility, Gigabit Ethernet Point To Point, Gigabit Ethernet Multipoint or Community Ethernet 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

Infrastructure Products

(DFR, DFS, DFP, SDR, SDS, DR, DS)

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 DFR, DFS, and DFP 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 SDR, SDS, DR and DS e|net is not responsible for restoring Services delivered within these products. The products SDR, SDS, DR and DS will be restored through Customer's repair process.

Lighting, Terminating, Gigabit Ethernet Point To Point, Gigabit Ethernet Multipoint Co-location Facilities and Community Ethernet Products

(FLF, FTF, , GBEP2P, GBEMP, CLS, CLF and CEA)

In the event of the network management system indicating a fault in a Lighting Facility or Terminating Facility, Gigabit Ethernet Point To Point, Gigabit Ethernet Multipoint or Community Ethernet service, 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 Lighting Facility, Terminating Facility, Gigabit Ethernet Point To Point, Gigabit Ethernet Multipoint or Community Ethernet 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 Lighting Facility, Terminating Facility, Gigabit Ethernet Point To Point, Gigabit Ethernet Multipoint or Community Ethernet 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 DFR - Dark Fibre Resilient Ring

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 DFR 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:

- DFR Services are adversely affected by a Force Majeure Event or a Service Force Majeure.
- DFR Services are adversely affected by Customer Equipment or Customer fails to use the Customer equipment to re-route traffic on the fibre.
- In the case of a fault not affecting the management fibres, Customer fails to notify e|net of a fault in the DFR 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.
- 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 DFR Services are restored with the minimum possible disruption to the DFR 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:

DFR 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

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

For the purposes of calculating DFR 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. DFR 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 DFR Service restoration, DFR Service unavailability shall be deemed to have ended at the time when the network management system indicated same.

Upon each anniversary of the Effective Date, 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 DFS, DFP

(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 DFS and DFP 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 DFS or DFP 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:

- DFS and/or DFP Services (as relevant) are adversely affected by a Force Majeure Event or a Service Force Majeure.
- DFS and/or DFP Services (as relevant) are adversely affected by Customer Equipment or Customer fails to use the Customer Equipment to re-route traffic on the fibre.
- In the case of a fault not affecting the management fibres, Customer fails to notify e|net of a fault in the DFS and/or DFP 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.
- 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 DFS or DFP Services (as relevant) are restored with the minimum possible disruption to the DFS or DFP 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 DFS and DFP	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

The aggregate Service availability for each of DFS and DFP shall be calculated quarterly and issued to Customer.

For the purposes of calculating Service unavailability of each of DFS and DFP 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 DFS and DFP 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 DFS and/or DFP Service restoration (as relevant), each of DFS and/or DFP Service unavailability shall be deemed to have ended at the time when the network management system indicated same.

Upon each anniversary of the Effective Date, 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 Product FLF (Lighting Facility)

CLS and CLF (Co-location shelf and footprint 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 Lighting Facility or 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 FLF 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. FLF Service unavailability for the following reasons shall not be considered as FLF Service unavailability for the purpose of this paragraph and Rental Credits shall not be due in respect of same:

- FLF Services are adversely affected by a Force Majeure Event or a Service Force Majeure.
- FLF Services are adversely affected by Customer Equipment.
- 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 Lighting Facility or Co-location Facility.

- 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 FLF Services are restored with the minimum possible disruption to the FLF 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:

FLF 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

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

For the purposes of calculating FLF 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. FLF 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 FLF Service restoration, FLF Service unavailability shall be deemed to have ended at the time when the network management system indicated same.

Upon each anniversary of the Effective Date, 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 Products FTF, GBEP2P, GBEMP, CEA

(Fibre Terminating Facility, Gigabit Ethernet Point To Point, Gigabit Ethernet Multipoint and Community Ethernet Aggregate)

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 Terminating Facility product, Gigabit Ethernet Point To Point product, Gigabit Ethernet Multipoint product or Community Ethernet 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 FTF, GBEP2P, GBEMP and CEA 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. FTF, GBEP2P, GBEMP and CEA Service unavailability 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:

- FTF, GBEP2P, GBEMP and CEA Services are adversely affected by Force Majeure or a Service Force Majeure.
- FTF, GBEP2P, GBEMP and CEA Services are adversely affected by Customer Equipment or Customer fails to use its equipment to re-route traffic.
- 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.
- Unavailability due to Programmed Maintenance.
- Services are adversely affected by a loss of power to the terminating unit/s.

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 FTF, GBEP2P, GBEMP and CEA Services are restored with the minimum possible disruption to the FTF, GBEP2P, GBEMP and CEA 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:

FTF, GBEP2P, GBEMP and CEA 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

The aggregate FTF, GBEP2P, GBEMP and CEA Service availability shall be calculated quarterly and issued to Customer.

For the purposes of calculating FTF, GBEP2P, GBEMP and CEA 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. FTF, GBEP2P, GBEMP and CEA 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 FTF, GBEP2P, GBEMP and CEA Service restoration, FTF, GBEP2P, GBEMP and CEA Service unavailability shall be deemed to have ended at the time when the network management system indicated same.

Upon each anniversary of the Effective Date, 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 Services 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 repairs, 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 alternations 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 Services 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 of to the Network Operations Centre in accordance with the fault logging process set out on e|net's website www.e-net.ie.
- 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 (30) 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 gives 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 of the unavailability of the affected Services, the Rental Credits applicable to Product DFR shall be applied to the exclusion of all other Rental Credits.

6 DEFINITIONS

6.1 In this Schedule 1, defined terms shall have the following the same meaning as in this Agreement, unless otherwise specified below.

6.2 The following terms shall have the meanings set out respectively for each of them in the Technical Specification:

“Colocation”;

“Dark Fibre”;

“Duct”; and

“Sub-Duct”.

6.3 “Product and Service Offerings” shall mean the service elements or product specifications set forth at Section 1 of this Schedule as at the date hereof, but subject to change in accordance with this Agreement.

6.4 “False Alarm Charge” has the meaning specified in paragraph 1.8 above.

6.5 “Lit Fibre” means:

(a) Lit Fibre in the form of a Lighting Facility; or

(b) Lit Fibre in the form of a Terminating Facility; or

(c) Lit Fibre in the form of a Community Ethernet Aggregate.

(d) Lit Fibre in the form of Gigabit Ethernet Multipoint

(e) Lit Fibre in the form of Gigabit Ethernet Point To Point

6.6 Lit Fibre in the form of a Lighting Facility (“LF” or “Lighting Facility”) means the provision of the electronic/optical equipment necessary to insert data transported on the fibre.

6.7 Lit Fibre in the form of a Terminating Facility (“TF” or “Terminating Facility”) means the provision of the electronic/optical equipment necessary to extract data transported on the fibre.

- 6.8 Lit Fibre in the form of Community Ethernet aggregate (“CEA” or “Community Ethernet”) means the provision of Ethernet protocol transported on a fibre bearer which may be shared by a number of authorised electronic communications Customers, where such Customers will be charged for the use of the shared fibre bearer.
- 6.9 Lit Fibre in the form of Gigabit Ethernet Multipoint (“GBEMP”) means the provision of a dedicated fibre ring to the Customer by e|net centred on the Co-Location Unit and lit at Gigabit Ethernet (1000 Mbits), including the terminating units in the end-customer’s premises (node).
- 6.10 Lit Fibre in the form of Gigabit Ethernet Point To Point (“GBEP2P”) means the provision of a dedicated fibre ring to the Customer by e|net centred on the Co-Location Unit and lit at Gigabit Ethernet (1000Mbits). The fibre is terminated in two end-customer premises delivering one Gigabit Ethernet between the two premises (nodes).
- 6.11 Network Operations Centre means the e|net network management and operations centre located at LEDP Roxboro, Limerick.
- 6.12 Prolonged Service Degraded Period means an incident affecting the Services which extends for a period of in excess of thirty (30) minutes, but excludes Programmed Maintenance.