

BRIDGE FIBRE LIMITED
SUPPLEMENTARY TERMS AND CONDITIONS
SERVICE LEVEL AGREEMENT

1 Overview

- 1.1 This Service Level Agreement (“SLA”) is in addition to, and incorporate, Bridge Fibre’s General Terms and Conditions, which (together with any Supplementary Terms and Conditions) shall form the contract between the Customer and Bridge Fibre (“the Agreement”).
- 1.2 This SLA describes the Service Level Guarantees (“SLGs”) made by Bridge Fibre Limited (“Bridge Fibre”) to the Customer for the Services.
 - 1.2.1 WAN; and/or
 - 1.2.2 Dedicated Internet Services.
- 1.3 Other services may be governed by separate Service Level Agreements.
- 1.4 Any capitalised terms used shall be as defined in this SLA or Bridge Fibre’s General Terms and Conditions.

2 Planned Outages for Maintenance

- 2.1 Bridge Fibre may from time to time perform maintenance that will or potentially may disrupt the Service. Planned outages for maintenance purposes will normally be performed between 10pm and 6am, and will be notified to the Customer at least 24 hours in advance. Where possible the timing of such planned outages will be agreed with the Customer in advance. Where multiple Customers may be affected, Bridge Fibre will agree a time that is least detrimental to the Customers concerned.

3 Service Availability Guarantee (SAG)

- 3.1 The Service Availability Guarantee metrics (as set out in clause 3.3 below) exist to provide reassurance that the total length of all planned outages (as described in clause 2.1 above) and any unplanned outages (including outages due to Faults and emergency maintenance) in a given period is limited, and that Bridge Fibre will recompense the Customer (by way of Service Credits) if the metrics are exceeded.
- 3.2 The Service Availability Guarantee is calculated on a monthly basis, commencing on the Service Commencement Date.
- 3.3 Given that different technologies are used to provide the Services and that each of these have their own typical levels of availability, resilience and reliability, Bridge Fibre offer a guarantee metric that is appropriate for each type of access service. These metrics are guaranteed as follows:

Service	SAG
WAN	99.9%
Dedicated Internet Services	99.9%

- 3.4 In the event that the Service Availability Guarantee is not achieved in respect of any site(s) / Service(s), the Customer shall be entitled to payment of a Service Credit which shall be calculated as the pro-rated recurring service fees for seven days in respect of the site(s)/service(s) affected by the outage.

Guaranteed Time To Restore (GTTR)

- 3.5 In recognition of the fact that the Service Availability Guarantee provides reassurance that the total length of all planned and unplanned outages in a given period is limited, Bridge Fibre also offers Guaranteed Time To Restore (GTTR) metrics (as set out in clause 3.7 below) to provide further reassurance that the amount of consecutive time that any individual site can be non-operational as a result of a single incident is limited, and that Bridge Fibre will recompense the Customer (by way of Service Credits) if the metrics are exceeded, even if this consecutive time is less than that covered by the Service Availability Guarantee.
- 3.6 The GTTR guarantee is calculated on a per-Fault basis. A “Fault” is a service failure which results in the Customer having total loss of the relevant Service(s) or a material impact on the operation of the Customer’s business, provided that the relevant Fault: (i) is promptly reported by the Customer to Bridge Fibre; and (ii) did not result from the action or omission of the Customer or a Customer Authorised User. The Customer may only make one claim in relation to any one Fault or series of connected Faults in each calendar month, provided that claims may be made for repeated Faults (i.e. the same Fault that is closed after each occurrence) in the same calendar month up to the monthly cap set out in clause 5.2.
- 3.7 Given that different technologies are used to provide the Bridge Fibre Service and that each of these have their own typical levels of availability, resilience and reliability, Bridge Fibre offer a guarantee metric that is appropriate for each type of access service. These metrics are guaranteed as follows (in each case, the time is measured from the time that the relevant Fault is reported by the Customer to Bridge Fibre in accordance with clause 6.2):

BRIDGE FIBRE LIMITED
SUPPLEMENTARY TERMS AND CONDITIONS

SERVICE LEVEL AGREEMENT

Service	GTRR
WAN	12 hours
Dedicated Internet Services	12 hours

3.8 In the event that the Guaranteed Time To Repair is exceeded in respect of any reported Fault, the Customer shall be entitled to payment of a Service Credit which shall be calculated as the pro-rated recurring service fees for seven days in respect of the site(s)/Service(s) affected by the Fault.

4 Making a Claim

4.1 To receive a Service Credit due in relation to any of the Guarantees provided by this SLA, the Customer must email administration@bridgefibre.co.uk within 30 days of the end of the month for which Service Credit is requested.

4.2 The following events shall be excluded from the calculation of SLGs:

4.2.1 The Customer's own acts or omissions or that of any Customer Authorised User (including, without limitation, the use of faulty or incompatible equipment or software or loss of the Customer's electrical supply);

4.2.2 Outages caused by any event of Force Majeure as defined in the General Terms and Conditions, including loss of electrical supply to relevant third parties; and/or

4.2.3 A failure of Service monitoring and reporting systems provided by Bridge Fibre, where the use of the actual Service is not affected.

5 Service Credits

5.1 Should a claim be successful, Bridge Fibre shall credit the Customer for the relevant Service Credits due in accordance with clause 3.4 or 3.8 (as applicable). Once a claim is approved by Bridge Fibre, the relevant Service Credits which are due will be offset against the Customer's next recurring bill for the Charges. Bridge Fibre shall not in any circumstances be obliged to pay any money or make any refund to the Customer unless the Service Credit is due for the last month of the term of the Contract for the relevant Service in which case a refund shall be paid to the Customer.

5.2 The amount of Service Credits that a Customer shall be entitled to claim in respect of all failures to comply with the SAG metric and/or GTRR metric in any calendar month shall be capped at the total value of the Charges payable by the Customer in respect of the Services in the relevant calendar month.

5.3 Subject to clause 8.1, the provision of a Service Credit shall be an exclusive remedy for a particular failure to comply with the Service Availability Guarantee metric or Guaranteed Time To Restore metric.

6 Measurement

6.1 The length of any Fault will be determined by Bridge Fibre using evidence from automated monitoring and reporting tools, and also the open/close times, and content, of any Support Tickets (as described in clause 6.2 below) raised by the Customer or Bridge Fibre. The length of time calculated will exclude periods during which a Fault is handed over to the Customer for action or awaiting a response (provided that Bridge Fibre is unable to continue working on the Fault until the Customer responds or notifies Bridge Fibre that they have carried out the action requested).

6.2 Support Tickets can be generated either by one of Bridge Fibre's automated monitoring systems detecting a Fault, or by the Customer reporting a Fault to the 24x7 Service Desk (either by telephone or email in business hours). Once opened, a Support Ticket will remain open until Bridge Fibre determines that the Fault has been resolved.

6.3 An automated monitoring system cannot be expected to detect every type of Fault, and additionally some types of Service are not monitored by Bridge Fibre. The Customer is therefore responsible for reporting any issues with any Services to Bridge Fibre as soon as possible.

6.4 The length of a particular incident may count towards a Service Availability Guarantee metric, or a Guaranteed Time To Restore metric, but not both. For the avoidance of any doubt, the Customer shall not be entitled to claim Service Credits in respect of both a failure to comply with a Service Availability Guarantee metric and Guaranteed Time To Restore metric in respect of the same incident.

6.5 WAN circuits are defined and measured from Customer premises to the nearest Bridge Fibre point of presence (POP).

Exclusions to the Service Level Agreement

6.6 Service disruption may include, but not exclusively the following:

6.6.1 a Force Majeure event;

6.6.2 a suspension of the Service in accordance with the Agreement;

6.6.3 a fault on the Customer network or own equipment configuration which is not due to the action, omission or negligence of Bridge Fibre or its subcontractors;

6.6.4 a fault that is the result of the Customer not complying with Bridge Fibre's security policies or other policies;

BRIDGE FIBRE LIMITED
SUPPLEMENTARY TERMS AND CONDITIONS

SERVICE LEVEL AGREEMENT

- 6.6.5 Bridge Fibre waiting for information from the Customer which is necessary in order to perform the Services in accordance with the Service Levels;
- 6.6.6 Faults or omissions of the internet outside of the scope of the Services;
- 6.6.7 Faults or omissions in equipment, wiring, cabling, software, or other services which are not maintained by Bridge Fibre or its subcontractors;
- 6.6.8 Faults proven to be caused by Malware introduced (or permitted to be introduced) negligently or otherwise by the Customer or Customer Authorised User onto its equipment due to any or all of the following;
- (a) Any Customer employee or other Customer Authorised User failing to abide by the Customer virus protection policy; or
 - (b) Customer failure to introduce Malware scanning in accordance with Bridge Fibre's reasonable recommendation or any other failure by the Customer to take appropriate action to protect its equipment and systems ("the Customer's IT environment"), where such Malware scanning and/or other appropriate action is not unduly expensive, unreasonable or can be easily implemented into the Customer's IT environment; and
- 6.6.9 any material breach of this SLA, the Acceptable Use Policy or the Agreement by the Customer, or any improper use, misuse or unauthorised alteration of the Services by the Customer, which impacts on the availability of the Service.

7 Back Up and Recovery

- 7.1 The Customer acknowledges that the Services are backed up for the purposes of data recovery, where such recovery is required from a failure of one or more Service components.

8 Termination Rights

- 8.1 Without affecting any other right or remedy available to it, the Customer may terminate the Contract for the Services with immediate effect by giving written notice to Bridge Fibre in the event of:

8.1.1 6 consecutive failures to comply with the SAG metric in any consecutive 3 month period; or

8.1.2 6 consecutive failures to comply with the GTTR metric in any consecutive 3 month period.

The above circumstances will be deemed to be a material breach giving rise to a right of termination under clause 14.4.1 of Bridge Fibre's General Terms and Conditions.