

# Service Level Agreement (“SLA”)

## General information

The following SLA applies to Customers taking out Orbital Net’s Radio, Leased line or Ethernet dedicated access services (“**Services**”) and only in respect of the provision of such Services during such period and where Customer accounts with Orbital Net are in good standing. This SLA is to be read in conjunction with the Order and Orbital Net’s General Terms and Conditions, together forming the Agreement. All remedies set out herein shall not be cumulative and shall be Customer’s sole and exclusive remedy for non-performance under the (“**Agreement**”).

## Network Quality and Latency

United Kingdom Latency Guarantee Scope: Orbital Net’s Network Latency Guarantee is average round-trip transmissions of 100 milliseconds or less between OrbitalNet’s UK-designated inter-regional transit backbone network routers ("Hub Routers") in Kent.

## Service Availability

99.9% Service Availability Guarantee Service Availability Guarantee Scope: Orbital Net’s Service Availability Guarantee is to have the Orbital Net Network (as defined in the applicable service agreement) available 99.9% of the time.

## Excused Outage

Orbital Net shall not be liable to pay Service Credits, where such failure is due to any of the following which each and all shall be an Excused Outage:

- A Force Majeure event;
- Scheduled or Emergency Maintenance;
- Any Service-affecting fault that is not classified by Orbital Net as a loss of Service;
- Failure because Customer has not provided suitable customer premise equipment or configuration to take advantage of a backup circuit that forms part of the Service availability;
- Actions or inactions of the Customer and/or landlord of the building;
- Works carried out by anyone other than Orbital Net;
- Failure by the Customer to provide prompt assistance and information including first line checks, as requested by Orbital Net;
- Any network incident that is raised by the Customer which is subject to inaccurate or incomplete information;
- Failure by the Customer to respond to an enquiry from Orbital Net or any third party acting on its behalf which delays, hinders or prevents Orbital Net from performing its obligations;
- Faults, delays, and failures by Orbital Net to meet any Service Levels which are caused by denial-of-service attacks;

- Where the Fault is proven to be caused by the Customer; and/or the landlord of the building;
- Faults which are associated with physical cable breaks or vandalism within the network. Estimated restoration of Service will be communicated to the Customer via Orbital Net;
- Any problems caused by power disruption or environmental conditions at the Customer's premises, the Customer's router and/or associated cabling and/or any other hardware, software, materials, or services not provided by Orbital Net;
- A misconfiguration or omission of a requested bolt-on configuration element; and
- Any failure of the Customer premise equipment, such as routers, firewall hardware (but not any Orbital Net Equipment). For the avoidance of doubt, this does not form part of the Service availability target and no Service Credits are paid against these.

## Maintenance

("Scheduled Maintenance") shall mean any maintenance at the Orbital Net hub to which Customer's circuit is connected (a) in respect of which Customer shall be notified 48 hours in advance, and (b) that is performed during a standard maintenance window Sunday Morning from 1 AM to 3 AM local time of the Orbital Net hub to Customer's circuit is connected. Notice of Scheduled Maintenance will be provided to Customer's designated point of contact by a method elected by Orbital Net (telephone, email, fax or text).

("Emergency Maintenance") shall mean any maintenance, other than Scheduled Maintenance carried out by Orbital Net or its suppliers. In the case of Emergency Maintenance, Orbital Net will provide as much notice as is reasonably possible in the circumstances which may mean no notice may be given.

Emergency Maintenance and Scheduled Maintenance will not be counted as unavailability for purposes of this SLA but shall be deemed an Excused Outage.

## Service Availability Guarantee Process

At Customer's request, Orbital Net will calculate Customer's "Network Unavailability" in a calendar month. "Network Unavailability" consists of the number of minutes that the Orbital Net Network or a Orbital Net ordered telephone company circuit or Wireless connection in the contiguous UK was not available to Customer, and includes unavailability associated with any maintenance at the Orbital Net hub to which Customer's circuit is connected other than Scheduled Maintenance. Network Unavailability will be calculated less any time due to an Excused Outage. Outages will be counted as Network Unavailability only if Orbital Net notifies Customer of the outage in accordance with the Outage Reporting Guarantee set forth below or if Customer opens a trouble ticket with Orbital Net customer support within five days of the outage.

## Service Availability Guarantee Remedy

For each cumulative hour of Network Unavailability or fraction thereof in any calendar month, at Customer's request Customer's account shall be credited for the pro-rated charges for one day of the Orbital Net Monthly Fee and one day's telephone company line charges for the service with respect to which a Service Availability Guarantee has not been met.

## Outage Reporting Guarantee

Outage Reporting Guarantee Scope: Orbital Net's Outage Reporting Guarantee is to notify Customer within 15 minutes after Orbital Net determination that Customer's service is unavailable. OrbitalNet's standard procedure is to ping customer's router every five minutes. If Customer's router does not respond after two consecutive five-minute ping cycles, Orbital Net

will deem the service unavailable and will contact Customer's designated point of contact by a method elected Orbital Net (telephone, email, fax or text).

## Outage Reporting Guarantee Remedy

If Orbital Net fails to meet the Outage Reporting Guarantee, at Customer's request Customer's account shall be credited the pro-rated charges for one day of the Orbital Net Monthly Fee for the service with respect to which this Guarantee has not been met; provided, that Customer may obtain no more than one credit per day, irrespective of how often in that day Orbital Net failed to meet the Outage Reporting Guarantee.

## Response Times

Orbital Net aims to respond to a Fault within four hours of it being reported, and aim to clear it within six hours. If it's not, we'll advise your nominated contact of what's happening, This is our standard SLA offered with Dedicated Fibre Leased Lines.

## Definitions

**Radio** means a connection delivered via WiMAX as defined in IEEE 802.16.

**Leased Line** means a dedicated private fibre connection between the customer and Orbital Net providing symmetrical speeds.

**Ethernet Access Direct** means **a private dedicated P2P Fibre link**. Ethernet Access Direct (EAD) is a point-to-point data service offering high bandwidth connectivity over a standard radial distance up to 25km between sites. This enables a secure link between a combination of end user sites.

**Excused Outage** means any outage, unavailability, delay or other degradation of Service related to, associated with or caused by emergency maintenance, scheduled maintenance, actions or inactions of Customer or its end users, Customer provided power or equipment or an event of a Force Majeure event (as defined in clause 11 of the General Terms and Conditions), all of which are more detailed in this SLA.

**Fault** means a failure for the Service to materially comply with the terms of this Service Schedule and Terms and Conditions and where such Service is unavailable to operate.