

SCHEDULE C: SERVICE DEFINITION FOR CARRIER ETHERNET PRIVATE LINE (EPL) SERVICE

1. Carrier EPL Service Description

Exponential-e’s Carrier EPL Service comprises an Ethernet-over-Fibre (EoF”) or an Ethernet-over-Copper (EoC) access circuit from a remote Site to an access port at an Exponential-e Point of Presence. It also includes a backhaul circuit across the Exponential-e core network to a defined point of handover, either a Network to Network Interface (NNI) or Carrier User to Network Interface (UNI) at a third party carrier-neutral facility (the “Handover Point”), configured to provide a point-to-point service to the Customer. Carrier EPL Services can be provided “Wires-only” or with an Ethernet Demarcation Device (“EDD”).

Access Circuit	Presentation	Port Speeds	VLAN Support via EDD if Provided
Upto 35Mbps EoC EFM	RJ45	Upto 35Mbps EoC EFM in 1Mbps steps	Multiple
10Mbps EOF	RJ45	3 to 10 Mbps in 1 Mbps steps	Multiple
100Mbps EOF	RJ45	11 to 100 Mbps in 1 Mbps steps	Multiple
1000Mbps EOF	SFP (LC)	101 to 1000Mbps in 1 Mbps steps	Multiple

Services have a Maximum Transmission Unit (“MTU”) size of 1526 bytes. (>1526 available on request at additional charge).

Customer Premises Equipment (CPE)

The Carrier EPL Service can be supplied with an Ethernet Demarcation Device (EDD), providing one WAN interface and multiple LAN interfaces depending on the model supplied. The EDD is loaned equipment; ownership will not pass to the Customer. The Customer is responsible for receiving the pre-configured CPE and is responsible for carrying out installation in accordance with the written instructions provided by Exponential-e. Exponential-e will provide up to one hour of telephone support during installation.

2. Carrier EPL Service Demarcation Point (SDP)

The Carrier EPL SDP is the point up to which (i) Exponential-e’s service obligations apply and (ii) the Carrier EPL Service Level Agreement covers. The LAN port(s) on the EDD is the SDP for the Carrier EPL Service except where the Wires Only option is taken in which case the SDP is the access circuit provider’s Network Terminating Equipment.

3. Target Service Commencement Dates *

Carrier EPL - UK 60 Working Days
 Carrier EPL - International 100 Working Days

* From Order acceptance. It is assumed all comms rooms are ready.

4. Carrier EPL Service Level Agreement

Service Availability

Availability is calculated on a calendar monthly basis using a 730 hour month and the following formula:

$$P = \frac{730 \text{ Hours} - A}{730 \text{ Hours}} \times 100$$

P = Percentage availability; A = Sum of all events of unavailable service in that month measured in hours.

Non-availability is measured from the time an incident ticket is raised to the time the service is restored and the incident ticket is closed by Exponential-e.

All references herein to the Monthly Charge are to the Annual Charge divided by twelve (12). Service availability is defined as the ability to send a data packet from the demarcation point of the Carrier EPL Service at the remote Site to the NNI/UNI and is measured as time elapsed in hours from fault call logged by Exponential-e to fault cleared logged by Exponential-e.

Target Service Levels

Service Option	Target Availability
Carrier EPL Wires Only (EoC)	99.80%
Carrier EPL with EDD (EoC)	99.85%
Carrier EPL Wires Only (EoF)	99.85%
Carrier EPL with EDD (EoF)	99.9%

Service Credits

	Measure	Service Credit*
Availability	>0.1 Below Target	5%
	>0.5 Below Target	10%

* The Service Credit is applied as a percentage of the Monthly Charge for the affected Carrier EPL Service only.

Service Credits Rules

Exponential-e shall have no liability for any failure to meet any target service levels due to, or as a result of, any of the following reasons:

- Any Force Majeure Event.
- Suspension of service in accordance with the Contract.
- Customer default or delay, or any negligent, wilful or reckless act, fault or omission by the Customer (or users of the Service for whom the Customer is responsible pursuant to the Contract), or any of their representatives, employees, agents or sub-contractors.
- Customer-provided or supported equipment.
- Access issues and delays along the route of the Service(s) or at the Customer Sites.

How to Claim

Service credit claims must be submitted to clientrelations@exponential-e.com within thirty (30) calendar days of the end of the calendar month in which the failure to meet the target service level occurred. Any service credit claims not raised by the Customer within this period are irrevocably waived. If service credits claimed are rightly due, they shall be calculated in accordance with the relevant Service Definition and this section (such service credits being a genuine pre-estimate of loss, not a penalty) and shall be applied to the Customer's account. Service credits are the Customer's sole and exclusive remedy with respect to any failure to meet any target service levels.