

Services Schedule

Annex 1 – Fixed Wireless Access (Wireless Radio) and/or Fibre Ethernet

In this Annex 1 unless listed below all words and phrases shall have the same meaning as defined in clause 1 of the General Terms and Conditions. The following terms shall have the following meanings:

“Access Zone” means the fibre or radio network connection between the Premises and/or the Site and the Baltic Broadband Zone.

“Availability” the time for which the Services and a Connection is available. A Connection shall be deemed unavailable if it is completely interrupted for greater than 30 consecutive seconds.

“Connection” means an electronic communication circuit or circuits to be supplied by Baltic Broadband to an agreed Service Demarcation Point for the delivery of the Services. Such Connection shall be supplied as point to point only, or as part of an IP VPN or Ethernet VLAN depending on the Customer requirements identified in the Order Acceptance Form.

“Connection Ready for Service Date” means the date upon which the individual Connection will be ready for service such as the date to be confirmed by Baltic Broadband.

“Core Internet Router” is that router (or routers) in the Baltic Broadband Network that (together) form the gateway between the Baltic Broadband Network and the Public Internet. The designation of such routers may change from time to time.

“Fault” a Service Affecting Fault and/or a Non Service Affecting Fault.

“Fault Reference Number” the unique number issued when logging a Fault with Baltic Broadband’s Support Desk.

“Initial Capacity Order” the initial capacity requested by the Customer for the Minimum Term as stated in the Order Acceptance Form.

“Installation Charge” means the charges payable on installation of the Connection by the Customer as set out in the Order Acceptance Form.

“IP VPN” means a communications network running over a shared infrastructure which is used to supply Layer 3 IP connectivity between two or more Sites.

“Latency” the amount of time elapsed or the delay between receiving and transmitting a packet across the Baltic Broadband Network.

“Measurement Period” periods of twelve (12) calendar months, the first being calculated from the Actual Delivery Date.

“Baltic Broadband Network” the collection of Baltic Broadband Network PoPs, network equipment and transmission facilities used to interconnect the Baltic Broadband Network PoPs as may be amended or re-engineered from time to time.

“Baltic Broadband Network PoP” a point of presence on the Baltic Broadband Network where Baltic Broadband equipment is located for the aggregation of customers onto the Baltic Broadband Network (excluding the Premises and/or the Site).

“Baltic Broadband PoP” means a point of presence on the Baltic Broadband System where Baltic Broadband Equipment is sited, excluding the Premises and/or the Site.

“Baltic Broadband Support Desk” Baltic Broadband’s support desk from where Baltic Broadband Network management functions are directed.

“Baltic Broadband System” means the System or systems operated by Baltic Broadband which also includes, where applicable to any internet Services provided under this Agreement and any system operated by an Associate.

“Baltic Broadband Zone” means the national IP network that Baltic Broadband operates in the United Kingdom.

“Network Interface Device” is a network device that serves as the demarcation point between the Baltic Broadband Zone and the Customer’s internal network, which allows LAN connected computers to connect to outside networks across the Baltic Broadband Zone.

“Nominated Upstream Provider” Baltic Broadband selects, at its own sole discretion from time to time, certain providers of Internet Transit service. The services from these providers allow international internet service.

“Non Service Affecting Fault” any fault which does not cause a material interruption to the Services.

“Notification Period” the period of 1 hour from the time a Fault is reported to Baltic Broadband’s Support Desk or an alarm is registered by Baltic Broadband’s fault management centre.

“Office Hours” 0900 – 1700 Monday to Friday excluding bank holidays.

“Outage” means an event or action (not attributable to the act or omission of the Customer or arising at the request of the Customer), which prevents or restricts the passage of electronic communications signals across any Connection.

“Planned Outage” means an event or action that has been planned when network maintenance or upgrades may be required by Baltic Broadband from time to time.

“Point of Interconnect” means for internet interfaces for hand off will be either 10/100 Base T Ethernet, 1000 Base SX/LX or 10Gigabit LAN Phy. The Parties may agree a different point of interconnect.

“PoP” means a Baltic Broadband network Point of Presence.

“Premises” means the building or buildings where Equipment is located, and whether or not occupied by the Customer.

“Public Internet” means the global system of interconnected computer networks that use the Internet protocol suite (TCP/IP) to link billions of devices worldwide.

“Public Internet Zone” that portion of the Public Internet that lies beyond Baltic Broadband’s Core Internet Router.

“Quarter” each three month period commencing 1 January, 1 April, 1 July, 1 October.

“Services” the services listed in the table at paragraph 1.4.6 of the Service Level Agreement.

“Service Affecting Fault” any fault originating on the Baltic Broadband Network which causes a material interruption in the Customer’s actual use of the Services, which is not attributable solely to Latency.

“Service Demarcation Point” means an agreed interface on a piece of Equipment prescribed by Baltic Broadband in a location agreed with the Customer whose purpose is handing over internet Services from its own network to the Customer’s network.

“Service Level Agreement” means Baltic Broadband’s standard service levels from time to time for providing wireless radio and/or fibre ethernet set out in the schedule to this Annex 1.

“Site” means the location where a Connection provided by Baltic Broadband starts or terminates as set out as the A End Address and B End Address on the Order Acceptance Form. Where the Customer contracts for the supply of an IP VPN, the

term Site shall also include references to all Sites specified on the Order Acceptance Form.

"Site Occupier" means the owner and/or landlord of a Site.

"Site Wayleave" means a wayleave agreement to be executed by Baltic Broadband and the Customer and/or the Site Occupier in respect of the relevant Premises and/or the Site, if necessary, for Baltic Broadband to provide the Services under this Agreement.

"System" means an electronic communication system.

"Tail Circuit" the electronic communications network supplied by a third party circuit provider to the Customer.

"Target Time to Repair" the target length of time to restore Services which is measured from the end of the Notification Period registered by Baltic Broadband's Support Desk as set out in the schedule to this Annex 1.

1. Consent to install the Equipment

1.1 Fibre ethernet may be provided by a third party. Where Baltic Broadband or any appointed third party is required to install Equipment on the Premises and/or Site owned or occupied by the Customer, the Customer irrevocably gives permission to Baltic Broadband and its employees, agents or contractors on reasonable notice at such reasonable times to: (a) Execute any works on the Premises and/or the relevant Site for, or in connection with, the installation, maintenance, adjustment, repair, alteration, moving, replacement, renewal or removal of the Equipment; (b) Keep and operate the Equipment installed on, under or over the Premises and/or the Site; (c) Enter the Premises and/or the Site to inspect any of the Equipment kept on, under or over the Premises and/or the Site or elsewhere for the purpose of providing the Services.

1.2 Baltic Broadband agrees with the Customer to cause as little disturbance, damage and inconvenience as reasonably possible when exercising any of its rights under this Agreement and to make good (to the reasonable satisfaction of the Customer) as soon as reasonably practicable any damage that Baltic Broadband, its employees, agents or contractors may cause to the Premises and/or the Site.

1.3 The Customer agrees not to do or allow anything to be done to the Premises and/or the Site that may cause damage to, or interfere with, the Equipment or prevent reasonable access to it.

1.4 The Customer warrants that: (a) It is the current occupier of the Premises and/or the Site; (b) It is either the freeholder of the Premises and/or the Site or is a tenant of it under a lease or licence or other tenancy agreement expiring not before the expiry of the Minimum Term and any subsequent period agreed between the Parties; (c) It will not do or allow to be done at the Premises and/or the Site anything which might damage the Equipment in any way and that it will take all steps reasonably necessary to ensure that no one interferes with or tampers with the Equipment; (d) If the Customer wants to carry out works to refurbish, demolish or substantially reconstruct all or part of the Premises and/or the Site and requires the Equipment to be removed or relocated or altered it will give Baltic Broadband as much notice of its proposed works as is reasonably practicable (and in any event no less than six calendar months' prior written notice). Upon receipt of such notice the Parties shall agree to consult with each other in good faith and use all reasonable endeavours to find an alternative site or route for the Equipment as is reasonably acceptable to Baltic Broadband and as are necessary to allow the Customer to carry out its refurbishment, demolition or reconstruction of the Premises and/or the Site. If Baltic Broadband is unable to find an alternative site or route for the Equipment the Customer shall remain liable to pay the Charges.

1.5 The terms set out in paragraphs 1.1 to 1.4 (inclusive) shall remain in force and survive this Agreement for a period of 60 Working Days following cancellation or termination of this Agreement. Upon such cancellation or termination, the Customer shall give Baltic Broadband or its sub-contractors or suppliers all reasonable access to the Premises and/or the Site to remove the Equipment.

1.6 The Customer shall procure and/or continue throughout the term of this Agreement all site related permissions and approvals necessary for Baltic Broadband to deliver, install and maintain the Equipment for the provision of the Services and Connection

2. Ordering and provisioning of the Connection

2.1 Before Baltic Broadband can provide the fibre ethernet service the fibre provider may conduct a survey of the Premises to establish whether the service can be provided to the Premises. If, as a result of the survey, the fibre provider wishes to impose excess construction charges and the Customer wishes to proceed with the order, the Customer shall pay such additional charges within 15 Working Days of the date of Baltic Broadband's invoice. If the Customer cancels the order because of excess construction charges or because of delay caused by the fibre provider the Customer shall be entitled to cancel the order subject to paying Baltic Broadband any third party costs incurred by Baltic Broadband as a result of such cancellation.

2.2 The installation of any equipment belonging to the fibre provider will be carried out by the fibre provider.

2.3 Where any equipment is installed by a third party fibre provider all pre-installation checks, acceptance tests and successful completion of the acceptance tests will be conducted by the fibre provider unless otherwise agreed by Baltic Broadband.

2.4 Where a Site Wayleave is required by the owner and/or the landlord of the Premises and/or the Site the Customer shall use its reasonable endeavours to procure that such parties (including the Customer where required) enter into a Site Wayleave. Baltic Broadband shall have no liability to incur any additional costs if a Site Wayleave is required to enable Baltic Broadband to deliver the Service.

2.5 On the grant of a Site Wayleave (if applicable) for the Premises and/or the Site and on execution of the Order Acceptance Form by Baltic Broadband and Baltic Broadband confirming receipt and acceptance to the Customer by email, the Order Acceptance Form will be deemed to be a binding contract for the provision of the Services in accordance with and subject to the terms of this Agreement. If Baltic Broadband is not supplying any applicable routers and/or switching equipment it shall be the sole responsibility of the Customer to ensure that they have adequate routing and switching equipment at the Premises and/or the Site for the operation of any internet Services.

2.6 Baltic Broadband shall provide the Customer with the relevant information to enable the Customer to prepare or procure the preparation of the Premises and/or Site for delivery and installation of the Equipment and the Customer shall suitably prepare or procure the preparation of the Premises and/or Site for delivery and installation of the Equipment and comply or procure the compliance in all material respects with Baltic Broadband's reasonable instructions and requirements relating to the preparation of the Premises and/or Site.

2.7 The Customer shall at its own cost procure the provision to Baltic Broadband at all times of suitable accommodation, assistance, facilities and environmental conditions for the Equipment (as specified in paragraph 2.10) and all reasonably necessary electrical and other installations and fittings relating to the Equipment and shall ensure that any necessary preparation is effected before the Equipment is delivered and installed.

2.8 The Customer will ensure that the location and position of all Equipment complies with all applicable health and safety regulations in force on the date of this Agreement. The Customer shall pay for the relocation of any and all Equipment

found to be in breach of any such regulations. Should new legislation or regulations come into force after the commencement of this Agreement which would require any Equipment to be relocated, the Customer will pay such relocation costs.

2.9 If the Customer wishes, other than for reasons connected to applicable health and safety regulations, to move any part of the Equipment to a different location within the Premises and/or the Site, the Customer shall give the maximum notice reasonably practicable (but not less than three (3) months' notice in writing). On the expiry of such notice and with the consent of Baltic Broadband (not to be unreasonably withheld or delayed) the Customer shall be entitled (at its own expense) to move any Equipment to such different location within the Premises and/or the Site. The Customer shall consult with Baltic Broadband to ensure that any such relocation takes place at a time when the least disruption shall be caused to Baltic Broadband's business.

2.10 Except where Baltic Broadband is providing air conditioning and other environmental controls as part of the Services, the Customer shall ensure that air conditioning and all other environmental controls in the Premises where the Equipment is located are maintained to a satisfactory level so that the Equipment can operate correctly.

2.11 Baltic Broadband shall deliver the Equipment to the Customer (or as directed by the Customer) and install the Equipment at the Premises and/or the Site. Baltic Broadband shall use its reasonable endeavours to comply with the Customer's requests in respect of installation but Baltic Broadband's reasonable decision on the routing of cables and wires and the positioning of outlets and other apparatus constituting the Equipment or part thereof shall be final and binding on the Customer.

2.12 Following the installation of the Equipment, Acceptance Testing shall be carried out by the Parties to ensure that the Services and any applicable Connection is ready for use. If the Services and/or Connection is not ready for use by the date agreed between the Parties, Baltic Broadband shall either repair or replace, at its sole option, the Equipment or any part thereof and repeat the Acceptance Testing.

All Acceptance Testing shall, if appropriate, be carried out in the presence of a duly authorised representative of the Customer provided the representative is available at such reasonable times as Baltic Broadband may specify. For clarification, to assist with the Acceptance Testing the Customer must check the Service Baltic Broadband has provided is working properly. If the Customer does not check the Service within 5 Working Days from the date Baltic Broadband handover the Service and the Customer then finds there is an issue with the Service, Baltic Broadband shall not

be liable to refund any Charges or issue any service credits under the Service Level Agreement applicable to the Service.

2.13 Baltic Broadband shall on successful completion of the Acceptance Testing notify the Customer. The Customer will be deemed to have accepted the Services and the Connection Ready for Service Date (where applicable) unless within 7 days of receiving such notice, the Customer notifies Baltic Broadband to the contrary and specifies in such notice the grounds for rejection.

2.14 In the event of valid rejection of the Services, Baltic Broadband, without additional charge, will carry out the necessary work to remedy such discrepancy and will notify the Customer when such Services are ready for further Acceptance Testing. The same process as set out paragraph 2.13 will apply to such testing. If it is not possible to remedy the discrepancy Baltic Broadband shall have the right to terminate this Agreement.

2.15 The Customer shall be liable for any loss or damage howsoever caused at or beyond the Customer's side of the Point of Interconnect at the Premises and/or Site (including but not limited to lightning or electrical damage) to any part of the Equipment within the Premises and/or Site and the Customer indemnifies Baltic Broadband against all such loss or damage. The Customer will notify Baltic Broadband immediately of any such loss or damage.

2.16 The Customer shall not be liable for any loss or damage to the Equipment where such loss or damage occurs before the Service Demarcation Point within the Site and/or the Premises provided that if such loss or damage is due to the negligent, malicious or wilful action or inaction of the Customer, its employees or sub-contractors, or by the Customer's breach of this Agreement, the Customer shall be liable to and shall reimburse Baltic Broadband therefore to the extent of all losses, damages and costs incurred by Baltic Broadband by such action and/or inaction of the Customer, its employees or subcontractors and/or by such breach of this Agreement by the Customer.

3. Maintenance

If any maintenance is required to any equipment owned by a third party, the Customer shall not prevent or delay any maintenance services to that equipment.

Schedule

Service Level Agreement

1. Fault Management

1.1 Faults may be reported to the Baltic Broadband Support Desk as set out in Schedule 2 at which time a Fault Reference Number will be issued.

1.2 Baltic Broadband will in the Notification Period take all reasonable steps to restore the Services in accordance with the terms of this Agreement.

1.3 On notification of a Fault by the Customer to the Baltic Broadband Support Desk, the Customer shall perform all necessary in-house tests to the Service Demarcation Point as specified by Baltic Broadband and shall cooperate fully with Baltic Broadband's Support Desk in order to locate any Fault.

1.4 Baltic Broadband System

1.4.1 From the end of the Notification Period, the Target Time to Repair for a Service Affecting Fault is set out below.

1.4.2 From the end of the Notification Period, the Target Time to Repair for a Non Service Affecting Fault on the Baltic Broadband Network is 3 Working Days.

1.4.3 If a Target Time to Repair for a service is not specified Baltic Broadband shall respond within 4 Office Hours from the end of the Notification Period and will use reasonable endeavours to repair the Service Affecting Fault.

1.4.4 If Baltic Broadband does not meet the Target Time to Repair for a Service Affecting Fault the Customer may claim compensation (at the Customer's sole option) as set out below PROVIDED THAT in calculating the hours past the Target Time to Repair there shall be deducted from such calculation any period of time Baltic Broadband is unable to repair the Service Affecting Fault as a result of the Customer's breach of this Agreement, or a disruption to the power supply to the Equipment, or a disruption to the Services caused by the Customer or the Customer's own equipment, or a failure by the Customer to provide access to the Site and/or the Premises or as a result of an event of Force Majeure PROVIDED ALWAYS that Baltic Broadband's total aggregate liability to the Customer under this Service Level Agreement shall not exceed the sum of one year's Rental for the relevant Connection which has the Service Affecting Fault.

1.4.5 Where a Fault occurs outside Office Hours and Baltic Broadband’s engineer is required to attend the Premises and/or the Site during darkness or severe inclement weather, the Target Time to Repair may be suspended for such period as it considers reasonably necessary if Baltic Broadband considers that a health and safety hazard exists. Baltic Broadband will provide as much notice as is reasonably possible if it intends to postpone the Target Time to Repair.

1.4.6 Where a permanent repair/solution is not possible within the Target Time to Repair, Baltic Broadband in its absolute discretion may provide a temporary repair/solution to ensure the Services are restored within the Target Time to Repair.

Target time to repair

Service Description	SLA	Target Mean Time to Repair Service Affecting Faults (hours)	Escalation process
Baltic Bulletproof - Direct Internet Access (Dual fibre & wireless)	100%	4	Yes
Baltic Bulletproof - Point to Point (Dual fibre & wireless)	100%	4	Yes
Fixed Wireless Access (Radio) - Direct Internet Access	99.95%	5	Yes
Fibre Leased Line - Direct Internet Access	99.95%	5	Yes
Fibre Leased Line - Point to Point	99.95%	5	Yes
Fixed Wireless Access (Radio) - Broadband	99.95%	8	Yes
Fibre to the Premises (FTTP)	99.95%	8	Yes

Hours past Target Time to Repair	Amount of Compensation
0 – 4	One (1) day of the monthly fee paid for each affected Connection
4 – 8	Two (2) day of the monthly fee paid for each affected Connection
8 – 16	Three (3) days of the monthly fee paid for each affected Connection
More than 16	Five (5) days of the monthly fee paid for each affected Connection

1.4.7 Any compensation awarded to the Customer pursuant to this Agreement will be credited by Baltic Broadband against the next following payment due from the Customer or if no payment is due it will be payable by Baltic Broadband by cheque to the Customer at the end of the next following Quarter. Any sums recovered by the Customer for a failure by Baltic Broadband to meet a Target Time to Repair shall be deducted from any compensation due to the Customer for a failure by Baltic Broadband to meet Services Availability levels as detailed in this Service Level Agreement, if attributable to the same Fault.

1.4.8 For the avoidance of doubt compensation is not payable for a Non Service Affecting Fault or for any service where a Target Time to Repair is not specified or where the Service being provided is “wires only” and Baltic Broadband therefore has no hardware at the Site and/or Premises to enable Baltic Broadband to monitor the Service.

1.5 Switch/router supplied by Baltic Broadband

1.5.1 From the end of the Notification Period, the Target Time to Repair for a Service Affecting Fault on any switch or router supplied and maintained by Baltic Broadband under the terms of this Agreement is the Next Working Day. Unless expressly agreed by Baltic Broadband as part of a managed service Baltic Broadband shall not be responsible for the security of the router or updating any software embedded within the router.

1.5.2 If Baltic Broadband does not meet the above Target Time to Repair for the switches/or routers supplied by Baltic Broadband the Customer may claim compensation (at the Customer’s sole option) as set out below PROVIDED THAT in

calculating the hours past the Target Time to Repair there shall be deducted from such calculation any period of time Baltic Broadband is unable to repair the Service Affecting Fault as a result of the Customer’s breach of this Agreement, or a disruption to the power supply to the Equipment, or a disruption to the Services caused by the Customer or the Customer’s own equipment, or a failure by the Customer to provide access to the Site and/or the Premises or as a result of an event of Force Majeure PROVIDED ALWAYS that Baltic Broadband’s total aggregate liability to the Customer under this Service Level Agreement shall not exceed the sum of one year’s Rental for the relevant Connection:

Hours past Target Time to Repair	Amount of Compensation
0 – 4	One (1) day of the monthly fee paid for each affected Connection
4 – 8	Two (2) day of the monthly fee paid for each affected Connection
8 – 16	Three (3) days of the monthly fee paid for each affected Connection
More than 16	Five (5) days of the monthly fee paid for each affected Connection

2. Internet Connectivity Standard Service Level

2.1 Availability

2.1.1 Baltic Broadband guarantees the Availability of IP traffic across its Baltic Broadband System to the point of traffic egress to the Public Internet to be at least 99.95% (100% if dual feeds are installed). The calculation used is based on the recorded number of Service Affecting Faults per Connection within the Measurement Period.

2.1.2 If the Availability level on the Baltic Broadband System falls below 99.95% (100% if dual feeds are installed) per annum, the Customer may claim compensation as set out below **PROVIDED THAT** in calculating the Availability level on the Baltic Broadband System there shall be deducted from such calculation

any period of time Baltic Broadband is unable to provide the Services as a result of a Planned Outage, the Customer's breach of this Agreement, or a disruption to the power supply to the Equipment, or a disruption to the Services caused by the Customer or the Customer's own equipment, or a failure by the Customer to provide access to the Site and/or the Premises or as a result of an event of Force Majeure **PROVIDED ALWAYS THAT** Baltic Broadband's total aggregate liability to the Customer under this Service Level Agreement shall not exceed the sum of one year's Rental for the relevant Connection.

Connection Availability at end of Measurement Period	Amount of Compensation
0.01% - 0.1% below 99.95% (or 100% 100% if dual feeds are installed)	5% of rental defined in Minimum Term of the affected Connection
0.11% - 0.25% below 99.95% 100% if dual feeds are installed)	7.5% of rental defined in Minimum Term of the affected Connection
More than 0.251% below 99.95% 100% if dual feeds are installed)	10% of rental defined in Minimum Term of the affected Connection

2.1.3 The above compensation is calculated at the end of the Measurement Period and will be credited by Baltic Broadband against the next following payment due from the Customer or if no payment is due, it will be payable by Baltic Broadband by cheque to the Customer at the end of the next following Quarter. Compensation payable to the Customer for failure to meet the Target Time to Repair under paragraphs 1.4 and 1.5 above shall be deducted from the above compensation payments if attributable to the same Fault.

2.1.4 In calculating the Availability of each Connection, any Service Affecting Fault attributable to the loss of Services or failure in the operation of switches and/or routers supplied by Baltic Broadband shall not be taken into account.

2.1.5 For the avoidance of doubt compensation is not payable for a Non Service Affecting Fault or for any service where a Target Time to Repair is not specified.

2.2 Latency

2.2.1 For Latency measurement purposes, Baltic Broadband divides the network into zones, namely the Access Zone, the Baltic Broadband Zone (Baltic Broadband's national IP network) and the 3rd zone called the "Public Internet Zone". If the Access Zone is terminated at the Service Demarcation Point with a Baltic Broadband Network Interface Device then Baltic Broadband target that the round trip Latency between the Service Demarcation Point and a Baltic Broadband Network Core Internet Router will be no greater than 30ms. If no such device is provided, then Baltic Broadband target that the round trip Latency between the Baltic Broadband Network PoP and a Baltic Broadband Network Core Internet Router will be no greater than 50ms. If the Latency so identified is greater than the target, the Customer may claim re-imbursement up to 10% of the monthly rental for the relevant Connection, PROVIDED THAT in calculating the average round trip Latency there shall be deducted from such calculation any increase in the Latency as a result of the Customer's breach of this Agreement, or a disruption to the power supply to the Equipment, or a disruption to the Services caused by the Customer or the Customer's own equipment, or a failure by the Customer to provide access to the Site and/or the Premises or as a result of an event of Force Majeure PROVIDED ALWAYS THAT Baltic Broadband's total aggregate liability to the Customer under this Service Level Agreement shall not exceed the sum of one year's Rental for the relevant Connection.

2.2.2 The Latency between the Baltic Broadband Network PoP (or the Service Demarcation Point if a Network Interface Device is provided) and the designated Core Internet Router will be monitored and reported to the Customer only if the Customer so requests, and Baltic Broadband agrees to such monitoring taking place. Baltic Broadband will agree to such a request once a Quarter, if necessary. The Latency will be calculated by averaging the Latency measurements recorded over a 60 minute period. Any compensation awarded to the Customer pursuant to this Agreement will be credited by Baltic Broadband against the next following payment due from the Customer or if no payment is due it will be payable by Baltic Broadband to the Customer at the end of the relevant monitoring Quarter.

2.2.3 Latency on access ports below 10Mbps will be targeted for 64 byte frames only.

2.2.4 In respect of a 3rd party circuit, Baltic Broadband will be liable to the Customer for compensation for Latency to the extent only that a third party supplier is liable to Baltic Broadband.

2.3 Public Internet zone performance

2.3.1 Latency target and Credits

Public Internet Zone “Network Latency” refers to the period of time taken for an IP packet to travel between Baltic Broadband upstream Tier 1 IP Transit provider’s nominated core internet nodes and back again (also referred to as RTT or Round Trip Time). Baltic Broadband target average Network Latency between these nominated core nodes in the Public Internet Zone as identified in the table below not to exceed the following thresholds during a calendar month:

Region Description	Target average network latency (during a calendar month)
Intra-Europe	Averaged RTT across all links between - European Core Nodes 50ms
4 – 8	Averaged RTT between Europe and the US (the New York PoP) 250ms

Network Latency in the Public Internet Zone shall be demonstrated by Baltic Broadband’s upstream transit providers based on averaging sample measurements taken during a calendar month. When the target is not met, the Customer shall be entitled to request a credit equal to the pro-rated charges for the affected Services for two (2) days during the calendar month in which the Network Latency target was not achieved.

2.3.2 Packet Loss Target and Credits

Baltic Broadband target that average packet loss between its nominated core internet nodes in the Public Internet Zone across the identified regions will not exceed the following thresholds during a calendar month:

Region Description	Target average network latency (during a calendar month)
Intra-Europe	Averaged packet loss across all links between Nominated Upstream Provider European core nodes 0.3 %
Europe-US*	Averaged packet loss between Nominated Upstream Provider Europe and the US (New York PoP) 0.3 %

Packet loss shall be determined by the Nominated Upstream Provider based on averaging sample measurements taken during a calendar month. When the target is not met, the Customer shall be entitled to request a credit equal to the charges for the affected IP Service for two (2) days during the calendar month in which the packet loss target was not achieved.

2.4 Changes in Bandwidth

2.4.1 Subject to paragraph 2.4.5 the Customer may submit to Baltic Broadband by email, a request for Baltic Broadband to increase or decrease the bandwidth of any particular Connection (the "Capacity Change Request").

2.4.2 Baltic Broadband will acknowledge the Capacity Change Request and confirm whether the bandwidth capacity is available to execute the Capacity Change Request. Baltic Broadband will, subject to the capacity limits of any associated Tail Circuit, arrange for the appropriate increase or decrease in capacity to the Customer's Connection.

2.4.3 The target response time to vary the bandwidth is 24 hours from the Baltic Broadband acknowledgement being sent to the Customer.

2.4.4 The Customer's invoice reflecting the change in bandwidth will be incorporated in the next invoice to be sent to the Customer following the relevant bandwidth change. The minimum duration of any Capacity Change Request will be one calendar month from the date of the change in bandwidth is brought into effect.

2.4.5 The Customer may not request a decrease of bandwidth below the Customer's Initial Capacity Order.

2.4.6 For the avoidance of doubt compensation is not payable if Baltic Broadband does not meet the target time to vary the bandwidth set out in paragraph 2.4.3.

3. Service Level for circuits connecting the Premises and/or Site to the Baltic Broadband Network

3.1 Baltic Broadband target the Availability of a Connection it provides as part of the Services from the Service Demarcation Point to the Public Internet to be at least 99.95% (100% if dual feeds are installed). The calculation used is based on the recorded number and duration of Service Affecting Faults per Connection within the Measurement Period.

3.2 If the performance level of the Services delivered to the Service Demarcation Point falls below the relevant supplier's quoted % availability per annum, the Customer may claim compensation set out below **PROVIDED THAT** in calculating the Availability of a Connection there shall be deducted from such calculation if the Availability is disrupted as a result of a Planned Outage, the Customer's breach of this Agreement, or a disruption to the power supply to the Equipment, or a disruption to the Services caused by the Customer or the Customer's own equipment, or a failure by the Customer to provide access to the Site and/or the Premises or as a result of an event of Force Majeure **PROVIDED ALWAYS THAT** Baltic Broadband's total aggregate liability to the Customer under this Service Level Agreement shall not exceed the sum of one year's Rental for the relevant Connection.

3.3 In calculating the Availability of each Connection, any Service Affecting Fault attributable to the loss of service or failure in the operation of switches and/or routers supplied by Baltic Broadband shall not be taken into account.

3.4 The above compensation is calculated at the end of the Measurement Period and will be credited by Baltic Broadband against the next following payment due from the Customer or if no payment is due, it will be payable by Baltic Broadband to the Customer at the end of the next following Quarter. Compensation payable to the Customer for failure to meet Target Time to Repair shall be deducted from the above compensation payments if attributable to the same Fault.

3.5 For the avoidance of doubt compensation is not payable for a Non Service Affecting Fault or for any service where a Target Time to Repair is not specified.

Connection Availability at end of Measurement Period	Amount of Compensation
0.01%-0.09% below quoted availability	5% of rental defined in Minimum Term of the affected Connection
0.1%-0.34% below quoted availability	7.5% of rental defined in Minimum Term of the affected Connection
0.35% or more below quoted availability	10% of rental defined in Minimum Term of the affected Connection

4. Tail Circuits

4.1 Baltic Broadband’s liability for Target Time to Repair, circuit Availability, and Latency in respect of a 3rd party Tail Circuit will at no time better the published contractual liability of the third party supplier of such Tail Circuit.

4.2 Following payment of compensation to Baltic Broadband by the third party supplier, Baltic Broadband will credit the Customer with the relevant compensation against the next following payment due from the Customer, or, if no further payments are due from the Customer, Baltic Broadband will pay compensation by cheque to the Customer at the end of the next following Quarter.

5. Outages/Re-routing

5.1 In maintaining the Services, Baltic Broadband may, with reasonable notice, request a Planned Outage or re-routing of the Services. Wherever reasonably possible Baltic Broadband will notify the Customer of the Planned Outage or re-routing at least 10 Working Days in advance and will co- operate with the Customer as to timing of the Planned Outage or re-routing. The Customer acknowledges that it may not be possible to provide advance notice under this paragraph 5 in the case of an event of Force Majeure or in an emergency. When notice of a Planned Outage and/or re-routing has been given to the Customer, the Customer will not be entitled to any compensation and lack of Availability will not be counted in any Measurement Period.

5.2 If there is an Outage and/or re-routing that has not been previously notified to the Customer, this will be regarded as a Fault.

6. Customer Responsible Faults

Baltic Broadband is not responsible for any Fault identified as attributable to the Premises, the Site, the Customer's equipment, a breach of this Agreement by the Customer, a disruption in the Customer's power supplies or the action or inaction of the Customer's employees and/or agents or a failure of the Customer to provide access to the Site and/or the Premises. In such event Baltic Broadband will quote its terms and conditions (including price) for any remedial work necessary for Baltic Broadband to fulfil its obligations under this Agreement but the provisions relating to Target Time to Repair shall not apply and the lack of Availability will not be counted in any Measurement Period. In the event of responsibility being the subject of dispute between Baltic Broadband and the Customer then the decision of Baltic Broadband in this regard shall prevail.

7. Third Party Attributable Faults

If a Fault is identified as being attributable to a third party (i.e. neither the Customer nor Baltic Broadband), including loss of line of sight to the Equipment, the lack of Availability will not be counted in any Measurement Period. In such event Baltic Broadband will use all reasonable endeavours to restore the Services within the Target Time to Repair but will not be liable to pay the Customer compensation as a result of any Fault attributable to a third party.

8. Cancellation of Service

8.1 Cancellation of the order is not permitted unless the Customer pays all of the Charges until the end of the Minimum Term (including all third party charges incurred by Baltic Broadband). The parties acknowledge that this represents a genuine pre-estimate of Baltic Broadband's revenue loss in the event the Customer cancels the order for convenience.

8.2 Where an Installation Charge was not payable or it was discounted, Baltic Broadband may at its sole discretion claim from the Customer reasonable costs (including but without limitation all third party costs) incurred as a result of such cancellation and the Customer shall become liable for payment of such costs forthwith. Where an Installation Charge was discounted the amounts claimed under this paragraph 8.2 shall be in addition to any sums claimed under paragraph 8.1.

8.3 Notice of cancellation must be given in accordance with clause 24 of the General Terms and Conditions.

9. Modification of the Services

9.1 If the Customer significantly modifies the order set out in the Order Acceptance Form (e.g. changes an address, point of presence or network presentation) prior to the Connection Ready for Service Date the Customer shall be liable to pay, in addition to the Installation Charge, the relevant Miscellaneous Charges set out in Schedule 1.

9.2 Where an Installation Charge was not payable or it was discounted, Baltic Broadband may at its sole discretion claim reasonable costs incurred as a result of the modification of the Services and the Customer shall become liable for payment of such costs forthwith. Where an Installation Charge was discounted the amounts claimed under this paragraph 9.2 shall be in addition to any sums claimed under paragraph 9.1.

9.3 Where the Customer modifies the order set out in the Order Acceptance Form, Baltic Broadband will present the Customer with a revised installation charge ('revised installation charge').

9.4 If such revised installation charge is LESS than the Installation Charge, the amount due under this paragraph 9 will be credited by Baltic Broadband against the revised installation charge.

9.5 If such revised installation charge is MORE than the Installation Charge, the amount due under this paragraph 9 will be added by Baltic Broadband to the revised installation charge and shall be payable by the Customer in accordance with clause 12 of the General Terms and Conditions.

9.6 If the Customer modifies the order set out in the Order Acceptance Form by requesting a "Move and Change" for either the "A" end location and/or address and/or a "B" end location and/or address of a Connection and/or an increase/decrease in bandwidth for a Connection already installed by Baltic Broadband, the Customer shall be liable to pay all relevant costs incurred by the relevant Move and Change.

10. Escalation

In the event of Baltic Broadband's normal point of contact (nominated and/or as may be amended from time to time) not being able to respond satisfactorily the following escalation procedures should be used. Any requests from either Party for the escalation procedure(s) to be implemented should be initiated through the

relevant Network Operations Personnel identified in the table below or as notified from time to time.

Level	Baltic Broadband Contacts	Escalation
1	Support Desk	2 hours after initial fault is reported
2	On-Call Duty Support Manager	1 hour after level 1 escalation
3	Head of Support, Projects & Installations	3 hours after level 1 escalation
4	Chief Executive	5 hours after level 1 escalation

Baltic Broadband operates a personnel roster system for escalation purposes and provides a series of Duty Officers for levels 1 to 3. Accordingly, the dedicated telephone number for Duty Officers is set out in Schedule 2.

11. Claims Procedures

Fault Handling: All claims for compensation under these terms of this Agreement must be submitted to the Baltic Broadband Account Executive within 30 days of the date of the Fault Reference Number.

Services Availability: All claims must be submitted to the Baltic Broadband Account Executive within 30 days from the end of the Measurement Period.

If the Customer fails to submit a claim for compensation within 30 days payment of compensation will be at the discretion of Baltic Broadband.