

SERVICE SCHEDULE

EFM SERVICES

This is a Service Schedule as defined in the Conditions. Where the Services set out in this Service Schedule form part of the Services to be supplied under a Contract (as defined in the Conditions), this Service Schedule forms part of the Contract.

In this Service Schedule, references to Clauses are to Clauses of the Conditions, and references to paragraphs are to the paragraphs of (i) this Service Schedule or (ii) whichever other document is specifically referred to.

1 EFM - Service Scope and Description

1.1 The Supplier grants to the Customer the right for so long as the Contract remains in force to use the Connection for access to the global internet via the Supplier Network, including the use of one or more CPEs installed at the Customer Premises.

1.2 The Customer acknowledges that the Supplier will require the supply of appropriate space at the Customer Premises for the location of one or more CPEs, including an appropriate, reliable power supply, as well as a location giving suitable environmental conditions which meet the Supplier's requirements.

2 Customer's obligations and acknowledgments in respect of the Connection

2.1 The Customer agrees that it will supply the exact installation address and specific location (referencing room and location within that room where that level of specificity is reasonably required by the Supplier) for the Equipment. Any change to these details subsequent to the Contract being signed by both parties may result in additional fees at the Supplier's prevailing rates from time to time for which the Customer will be liable.

2.2 The Customer acknowledges and agrees that should the installation address not be in a suitable condition at the time of installation as required by the Supplier and any relevant third parties, or unavailable for access by said parties at the time of installation, then the Customer may be liable to additional site visits and installation costs.

2.3 The Customer acknowledges and agrees that the line speeds achieved may vary dependent on the distance of the Customer Premises from the local telephone exchange, and/or the quality of the copper circuit and other connections both along the route from the exchange to the Customer Premises, and also within such premises. This means that the Customer broadband connection may not achieve the line speeds that have been contracted for, which are a maximum theoretical data rate.

3 The Supplier's obligations in respect of the Connection

3.1 The Supplier will provide the Customer with the following Equipment and Services:

3.1.1 the appropriate circuit from the Customer Premises with termination as appropriate, which may be supplied via any UK-licensed Public Telecommunications Operator (PTO) as registered with Ofcom (or any equivalent regulatory body) and appointed by the Supplier; and

3.1.2 one or more appropriate CPEs to allow use of the Connection with any existing or proposed Customer network, which will remain at all times the property of the Supplier and/or any third party PTO involved in the provision of the Connection; and

- 4 IP transit (bandwidth) is provided at line speeds of up to a theoretical maximum dependent on line distance from the local telephone exchange to which the Customer premises are connected, and the quality of the physical copper circuits installed to these premises. Bandwidth is provided on the following basis:

Service	Maximum potential line speed
EFM5:	5.6Mb/s
EFM10:	11.2Mb/s
National EFM	1Mb/s – 1Gb/s

and subject to the pricing set out within the Order Form;

- 4.1.1 technical support services via telephone and email on a 24x7 basis for any and all issues related to the provision of the Connection and related services.
- 4.1.2 The line speed indicated on the Order Form is indicative of the maximum data rates theoretically possible using the technology and service installed.
- 4.1.3 EFM services are provided using copper wire technology. The exact data rate available on the Connection will be provided subject to the quality of the physical connectivity into and within the Customer Premises.
- 4.2 For the EFM Metro and Corporate services, the Supplier will monitor the IP network interface to the Customer Equipment if provided with suitable access through firewalls or other devices. The Service Levels provided for IP transit or other network services as described may only be upheld in the event that suitable monitoring is possible. By firewalling the Supplier monitoring tools, the Customer is explicitly relinquishing the rights to the relevant Service Levels.
- 4.3 The Supplier will use reasonable endeavours to deliver the Connection within thirty (30) Business Days of receipt of the signed Order Form together with payment of any relevant pro-forma invoices in accordance with Clause 5 of the general conditions.

5 Service Levels

5.1 The supplier will use its reasonable endeavours to deliver the following Response Times and Fix Times respectively in respect of Events as classified in the tables in paragraphs 5.2 and 5.3 below.

5.2 INCIDENT RESPONSE TIMES

Event Type	Service Hours	Response Time
Critical	24/7/365 (Issue must be notified by telephone)	Within 30 minutes
Impacting Service	24/7/365 (Issue must be notified by telephone)	Within 30 minutes
Routine	Business Hours	Within 30 minutes measured during Business Hours

5.3 NETWORK FIX TIMES

Event Type	Service Hours	Fix Time
Critical	24/7/365 (Issue must be notified by telephone)	Within 4 hours
Impacting Service	24/7/365 (Issue must be notified by telephone)	Within 8 hours
Routine	24/7/365	Within 24 hours

6 Service Availability

	Service Hours	Target Availability	Fee Credits
Target Availability for each Component of a Non-Resilient Solution	24/7/365 (Issue must be notified by telephone)	99.87%	Pro rata proportion of the Monthly Charges for any Non-Availability Period
Target Availability for each Component of a Resilient Solution	24/7/365 (Issue must be notified by telephone)	100%	5% of the Monthly Charge for every complete 30 Minute Period during the relevant calendar month.

6.1 The above targets relate to the availability of the relevant Component (as defined below), measured on a calendar monthly basis. They are subject to paragraph 8 below and to clause 3.7 of the Conditions.

6.2 In the table above:

6.2.1 “30 Minute Period” means a Non-Availability period of 30 concurrent minutes.

- 6.2.2 “Component” means an item of Customer Equipment which constitutes a component of the EFM Service, such as a Connection, router or firewall, which is identified as a Component in the Order Form and for which a separately identified Charge is payable.
- 6.2.3 “Monthly Charge” means the recurring Charges for the relevant Component for the relevant calendar month, net of VAT.
- 6.2.4 “Non-Availability” means a period of time during which the relevant Component is unavailable in breach of the Target Availability Service Level set out in the table.
- 6.2.5 Whether the Service selected by the Customer is resilient or non-resilient will be indicated on the Order Form.
- 6.2.6 A pro rata proportion shall be calculated according to the number of complete minutes in the relevant calendar month and the number of complete minutes of Non-Availability in that calendar month.

7 Fee Credits

- 7.1 Any Fee Credits which fall due pursuant to paragraph 6 above are payable subject to and in accordance with Clause 5 of the Conditions.

8 Planned maintenance

- 8.1 Where the Supplier considers (in its sole discretion) that it is necessary to carry out maintenance activities that will affect or can reasonably be expected to affect the Customer’s operations, the Supplier shall notify the Customer at least 48 hours in advance of the commencement of the works detailing the nature of the work to be carried out and the timetable for completion of the works. These works will be carried out in accordance with the Supplier’s standard procedures, which are available upon request by the Customer. In the case of an Event of Force Majeure or an emergency, no advance notice is required.