

## SERVICE SCHEDULE

### LEASED LINE, METRO ETHERNET AND WAN 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.

#### Additional Definitions

In this Service Schedule the following words and expressions shall have the following meanings;

**"WAN"** – Wide Area Network, meaning a network of fixed or leased lines to provide connectivity between two or more, geographically diverse sites to one another;

**"QoS"** – Quality of Service, meaning any method available to provide packet prioritisation in order to ensure traffic of certain pre-determines types are preferred and provided priority on the network over other types;

**"MPLS"** – Multi-Protocol Labelled Service, meaning a WAN service which may allow the use of packet markers at Layer 3 (as defined in the OSI network model) to provide QoS and packet prioritisation.

#### 1 Leased Line, Ethernet and WAN - 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 Leased line, Metro Ethernet, or WAN services (formed by one or more Connections, and hereafter called the Network) for access to the global internet or for private network or WAN services via the Supplier Network, including the use of one or more CPEs installed at the Customer Premises and/or Supplier Datacentres.

1.2 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 in respect of the Network

2.1 The Customer warrants and undertakes to the Supplier that:

2.1.1 the CPE and other associated components of the Network at the Customer Premises are, and will be for so long as this Contract is in effect, kept in a suitable location and treated with due care, in accordance with Good Industry Practice and the terms of the Contract; and

2.1.2 it will ensure that the use of the Network will comply with any reasonable written requirements notified by the Supplier so that same do not adversely affect any other Networks or the use of the Supplier Network by the Supplier or any third party.

2.2 The Customer 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 Charges at the Supplier's prevailing rates from time to time for which the Customer will be liable.

2.3 Should the installation address not be in a suitable condition as expected in paragraphs 2.2 and 2.1.1 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 Charges for additional site visits and installation costs.

2.4 All lead times or installation dates are provided in good faith and subject to wayleaves being granted by all responsible parties. Should these not be made available by the Customer in a timely fashion, then this may impact the delivery date of the service.

### **3 The Supplier's obligations in respect of the Network**

3.1 The Supplier will provide the Customer with the following services for the Charges:

3.1.1 the appropriate circuit from the Customer Premises with either X21, G.703 or Ethernet termination as appropriate, which may be supplied by any UK-licensed Public Telecommunications Operator (PTO) as registered with Ofcom (or any equivalent regulatory body) and appointed by the Supplier;

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

3.1.3 IP transit (bandwidth) is provided either on a Flexible basis, capped and billed at the agreed contracted (committed) rate per Mb (Megabits) per second, or on a Burstable basis, where bandwidth is charged in GB (Gigabytes) transferred per calendar month all as set out in the Order Form (including where Customer has not asked for this in advance). This Burstable bandwidth will be billed at the agreed pro-rata value for the additional usage. The Customer will have access to usage graphs via a web interface and may monitor usage throughout the term of this contract. The Supplier shall be entitled to charge the Customer on a Burstable basis for additional bandwidth supplied to the Customer at its request beyond that contracted on a Flexible basis, where this additional bandwidth was not agreed with the Supplier beforehand. The Customer may also request the Supplier at any time to cap the bandwidth usage to the agreed rate. This provision is to be tied to bandwidth pricing table in the Order Form;

3.1.4 technical support services via telephone and email on a 24x7 basis for any and all issues related to the provision of the Network and related services;

3.1.5 the Supplier will monitor the IP network interface to the Customer Equipment if the Supplier is provided with suitable access through firewalls or other devices. The Service Levels 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.

3.2 The Supplier will use reasonable endeavours to deliver Services within the following lead times, on receipt of the signed Order Form together with payment of any relevant pro-forma invoices in accordance with Clause 5:

Leased lines (not using a BT tail):                      thirty five (35) Business Days

Leased lines (using a BT tail):	forty (40) Business Days
Metro Ethernet (not using a BT tail):	sixty two (62) Business Days
Metro Ethernet (using a BT tail):	sixty eight (68) Business Days

The Customer acknowledges and agrees that these lead times are target completion dates for handover, and may vary where there are physical or operational constraints including but not restricted to additional civil construction or digging required to complete the installation of the Network.

**4 Service Levels**

4.1 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.

**4.2 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

**4.3 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

**5 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.

5.1 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.

5.2 In the table above:

5.2.1 “30 Minute Period” means a Non-Availability period of 30 concurrent minutes.

- 5.2.2 “Component” means an item of Customer Equipment which constitutes a component of the Leased line, Ethernet or WAN Service, such as a leased line, router or firewall, which is identified as a Component in the Order Form and for which a separately identified Charge is payable.
- 5.2.3 “Monthly Charge” means the recurring Charges for the relevant Component for the relevant calendar month, net of VAT.
- 5.2.4 “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.
- 5.2.5 Whether the Service selected by the Customer is resilient or non-resilient will be indicated on the Order Form.
- 5.2.6 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.

## **6 Fee Credits**

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

## **7 Planned maintenance**

- 7.1 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.