

SERVICE SCHEDULE

OPTICAL CONNECT

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 Additional Definitions

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

- 1.1 **“Pulsant Service Description - Optical Connect”** — The document which sets out the scope and description of the Services being provided by the Supplier.

2 Optical Connect — Service Scope and Description

- 2.1 Pulsant Optical Connect Service (as described in the Pulsant Service Description - Optical Connect document) provides the Customer with a dedicated point-to-point optical wave on the Supplier-owned optical fibre network that connects the Supplier’s datacentres with each other and with the Supplier’s Internet points of presence (PoP).
- 2.2 The management scope of the Services being provided by the Supplier is illustrated in the “Pulsant Service Description - Optical Connect” document, which also contains recommended specific considerations under the section “Service Dependencies and/or Related Services”. The Customer confirms that it has considered and accepts full responsibility for all scenarios relating to any failure conditions and functionality of each related or dependent Service where those Services are not provided by the Supplier.
- 2.3 The Optical Connect Service is provided to the Customer for so long as the Contract remains in force in accordance with the terms of the Contract and the Supplier’s acceptable use, security and access policies and procedures.
- 2.4 The Optical Connect Service is subject to payment by the Customer of the Supplier’s Charges for installation and support services, as set out in the Order Form or as subsequently agreed between the parties from time to time.
- 2.5 The supplied Service will connect the Customer’s infrastructure hosted in a Supplier-owned datacentre with either infrastructure in another Supplier-owned datacentre or with the Supplier’s Internet point of presence in a third-party facility.
- 2.6 The datacentres and/or Internet points of presence that will be connected by the Service will be as specified in the Order Form.
- 2.7 The scope of this Service is specifically limited to providing and maintaining a physical fibre and optical wave to connect the Customer’s equipment in the Supplier’s datacentres and/or Internet points of presence; provision of or management of any connecting hardware is explicitly excluded from the Service.
- 2.8 The Customer may use any desired connecting infrastructure and networking protocols to interface with this Service; it is the Customer’s responsibility to ensure that these are fit for purpose and compatible with the Service as supplied.
- 2.9 The Supplier will perform the following activities as part of this Service:
- 2.9.1 Provide a single optical wave dedicated to the Customer, over a pre-existing fibre cable connecting two points.
- 2.9.2 If the Order Form specifies a diverse link, additionally provide a second optical wave on a separate physical fibre that is guaranteed to be separated from the primary fibre with a diverse path both outside and inside the datacentre.
- 2.9.3 Guarantee dedicated bandwidth over each link to the contracted amount specified on the Order Form.
- 2.9.4 Guarantee minimum latency for the connection as specified in the “Pulsant Service Description - Optical Connect” document.
- 2.9.5 Guarantee the physical integrity of the fibre and perform maintenance and repair of the fibre as required.



- 2.10 The Supplier will not, as part of this Service:
 - 2.10.1 Provide any network devices at the termination of the fibre cable at either end of the connection.
 - 2.10.2 Configure any connectivity protocols between the fibre and any network and equipment employed by the Customer at either end of the connection.
 - 2.10.3 Guarantee the network connection at any level beyond the physical integrity of the fibre cable.
- 2.11 The Supplier may provide the activities described in paragraph 2.10 as additional managed services to the Customer, outside the scope of this Optical Connect Service.
- 2.12 The Customer is responsible for the following activities to ensure the correct set up and running of the Service:
 - 2.12.1 Ensuring that their connecting devices are compatible with the fibre connectivity.
 - 2.12.2 Ensuring that their networking protocols are capable of using the resiliency modes of any diverse routing.
- 2.13 In the case of any performance-affecting issue within the Customer's network, the Supplier's diagnostic efforts will halt at the Supplier providing reasonable proof that the issue is not caused by a physical failure of the fibre.

3 Service Levels

- 3.1 The Supplier will use its reasonable endeavours to deliver the following Response Times in respect of incidents as set out in the table below.

Event Type	Service Hours	Response Time
Critical	24/7/365	Within 15 minutes
Service Affecting	24/7/365	Within 30 minutes
Routine	Business Hours	Within 30 minutes, measured during Business Hours

- 3.2 The Supplier will use its reasonable endeavours to deliver the following Service Levels in respect of the Services as set out in the table below.

- 3.2.1 The below table defines the SLA for the Optical Connect Service.

Measure	Description	Value
Service Hours	The hours during which the service and SLA is provided	24/7/365
Optical Connect — Single Link	% of the service hours during which service availability is guaranteed (excluding planned maintenance in paragraph 5 below)	99.84%
Optical Connect — Resilient Link	% of the service hours during which service availability is guaranteed (excluding planned maintenance in paragraph 5 below)	100%

4 Fee Credits

- 4.1 Any Fee Credits which fall due pursuant to this Clause 4 are payable subject to and in accordance with Clause 5 of the Conditions.

	Service Hours	Target Availability	Fee Credits
Optical Connect — Single Link	24/7/365	99.84%	Pro rata proposition of the Monthly Charges for any Non-Availability Period
Optical Connect — Resilient Link	24/7/365	100%	Pro rata proposition of the Monthly Charges for any Non-Availability Period

4.1.1 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.

4.1.2 "Non-Availability" means a period of time during which the relevant Service is unavailable in breach of the Availability Service Levels set out in paragraph 3.2 above.

5 Planned Maintenance

5.1 Save in situation which is an Event of Force Majeure or in the case of an emergency, 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.

5.2 During the period of Planned Maintenance, the SLAs will not apply.