

TERMS AND CONDITIONS FOR THE PROVISION OF CONNECTIVITY SERVICES

("Connectivity Service Specific Terms")

1. Interpretation

1.1. In this agreement the following words will have the following definitions:

Access Circuit means the telecommunications link between the Service Provider Network and the Customer Network.

AUP means the Acceptable Use Policy which is located on the Service Provider's website.

Class of Service (COS) means the matching of different types of traffic to create different classes of service. This enables the Core Network to decide which types of traffic are deemed critical and those which are not.

Core Network means the Service Provider's primary MPLS network. The Core Network will utilise high capacity, low latency links to transport Your MPLS/IP traffic.

CPE means Customer Premise Equipment, which is equipment owned and operated by the Service Provider in order to provide the Service.

Customer LAN means Your Local Area Network.

Customer Network – Your Internet Connection, Ethernet and IP based local area and wide area networks, including cabling, firewalls, routers, bridges, switches, power supplies, or other devices determined to be part of, or integral to the network fabric. It is assumed the Customer Network will have a reliable power supply and a suitable operating environment.

Ethernet Access Circuit means an Access Circuit that uses Ethernet or Fibre technology.

Excess Construction Charges mean the additional costs the Network Operator (such as Openreach) charge to install your leased line where the work is over and above the normal installation work. These charges cover construction works such as: installing cables underground, drilling through walls, digging up roads.

Failover means the ability for the Service, in the event of a fault, to resume operation on an alternative Access Circuit or CPE. The nature and operation of any Failover mechanism will be set out in the Order Form.

Fault means a complete loss of connectivity, an inability to send and receive traffic or the Service is severely inhibited.

HLD – High Level Design document which sets out the service detail in respect to the Services we are providing to You, including the solution design, scope of work and implementation plan.

Individual Service Commencement Date means the date the individual line in the MPLS WAN is made available for use by You.

IP Address means the unique string of numbers that identifies an address on the Internet or Customer Network.

MPLS/IP Traffic means the data packets travelling over the Core Network.

Network Node means a logical or physical point of presence on the Service Provider network.

POP means a location on the Core Network. The Service Provider operates a number of POPs in order to provide resilient services where required. Each POP is located in secure, resilient and fault-tolerant datacentre environment.

Planned Works means maintenance works undertaken by the Service Provider, from time to time, to ensure the uninterrupted and fault-free operation of the Service Provider Network.

Resilience means the type of redundancy option required by You. This typically means the Service can tolerate the failure or degradation of a single CPE or Access Circuit and still retain a level of service. The nature and operation of the Service Resilience will be set out in the HLD.

Review Period means 5 days from the Service Commencement Date during which you may notify the Service Provider about any material non-conformity.

Service Provider Datacentres means the datacentre facilities or datacentre environments owned or operated by the Service Provider and as detailed in the HLD.

Virtual Private Network (VPN) means a private connection across the Service Provider's Core Network in segregated and private manner.

Wireless Equipment is the dish, radio or CPE used to provide Access Circuits using Microwave technologies.

2. Access Technologies

2.1. For Enhanced Connectivity Solutions and Internet Leased Line Ethernet Circuits, DSL circuits and Microwave Wireless will be deployed to facilitate connectivity between the Customer Site and the Core Network.

2.2. Ethernet

2.2.1. Ethernet Access Circuits will be either 10, 100 or 1000Mbps rate limited at increments to be agreed with You and specified in the Order.

2.2.2. The standard presentation will be a router port into which You will connect a 10/100/1000 Mbps Ethernet LAN cable.

2.2.3. Ethernet will use 1000Base-T (Copper) as standard, Fibre options (SX/LX) are available however may incur additional charges.

2.3. Broadband

2.3.1. Broadband may be provided over a number of platforms and the Service Provider reserves the right to change the platform in line with developing technology.

2.4. Microwave Wireless

2.4.1. Microwave Wireless links will connect wirelessly to the Service Provide core network.

2.4.2. The Wireless Equipment may use licensed or license exempt spectrum, this determination is subject to the link budget, wireless conditions, and the topography of the Site(s). The operating mode and spectrum will be set out on the Order Form.

2.4.3. The standard presentation will be a router port into which You will connect a 10/100/1000 Mbps Ethernet LAN cable.

2.4.4. 1000Base-T (Copper) is provided as standard, Fibre options (SX/LX) are available however may incur additional charges.

- 2.4.5. Where Wireless Equipment is to be installed externally on the Site, You are required to seek the relevant permissions from the landlord, building owner or responsible party.
- 2.4.6. It is Your responsibility to ensure any wireless installation comprising of a dish or wireless equipment complies with the relevant planning laws and related legislation.

3. Additional Service terms

- 3.1. All offers for the provision of the Service are made subject to survey.
- 3.2. On receipt of an Order, the Service Provider will carry out surveys and network capacity checks in order to validate its budgetary quotation and delivery timescale. In exceptional circumstances this may result in the Supplier's offer being modified or withdrawn.
- 3.3. The Service Provider may cancel an order/Service at any time without penalty, where the Network Operator cancels the order/Service for technical limitation reasons.
- 3.4. The Service Provider will notify You when it is ready to hand-over the Services to You and will commence delivery of the Services. If no notice of material non-conformity is served during the Review Period, then the Services shall be deemed to be accepted. If notice of material non-conformity is served during the Review Period, then the Service Provider shall remedy the applicable defect as soon as reasonably possible and re-submit the Service to You for review.
- 3.5. You may be allocated a Password to use the Service. You must keep such Password safe and confidential and notify the Service Provider as soon as reasonably practicable (but in no more than 1 working day) if you become aware that any third party becomes aware of it. You must use all reasonable endeavours to ensure that no party will copy or attempt to copy any smart card or other security device. The Service Provider reserves the right to change the Password without notice if it has reason to believe the password is compromised.
- 3.6. The Service Provider reserves the right (but shall not be obliged) to refuse to provide a Service where accurate Passwords are not used.
- 3.7. You will be billed for each line in the MPLS WAN on the Individual Service Commencement Date. This means circuits will be brought live before the whole WAN solution is complete and You will be invoiced for the individual circuits from the Individual Service Commencement Date.
- 3.8. The Service Provider will use reasonable endeavours to deliver the circuits before and as close to the date of the circuit with the longest lead time for delivery.
- 3.9. If, the Service you have ordered requires a HLD; provision of the Service will begin once you have returned a signed copy of the HLD.
- 3.10. Any disruption to Service that is caused by You, or a third party is Your responsibility to resolve. The Service Provider will assist and advise You where possible and appropriate. If, the Service cannot be restored You will be liable to pay the Service Provider all Charges that would otherwise have been payable by You during the Minimum Term or subsequent Renewal Term if applicable.
- 3.11. If Your Site is a building/structure from pre-2000, You may be requested to supply Your Asbestos Register on demand.
- 3.12. Charges for the Service are as agreed on the Order Form and we will charge you fair and reasonable costs for your usage (and any reasonable administration costs) in excess of your Service usage cap.
- 3.13. For usage-based services only, the Service Provider may increase or implement new Charges in line with the tail circuit provider and RPI increases applied to the Service Provider by suppliers will also be passed on, only upon 25 days' prior written notice to You.

4. Changes, Cancellations & Circuit Handover

- 4.1. If You cancel a Service prior to the Service Commencement Date, You will incur a cancellation fee of £2500 in addition to any construction Charges (such construction Charges to be communicated to You at time of cancellation request).
- 4.2. With the exception of Excess Construction Charges as detailed in clause 4.3 below, if a Service or installation is cancelled or amended by You during the provision stage of the service, You shall reimburse the Service Provider for any changes levied by the tail circuit supplier, sub-contractors or Network Operator. If the order includes any Excess Construction Charges and the order is not cancelled in accordance with Clause 4.3 below, such charges will be payable in full by You on cancellation of any ordered Service.
- 4.3. If Excess Construction Charges are applied during the provision stage by the tail circuit supplier, then You will be given a period of 12 days to accept or decline the charges. If You decline the charges within the set time, then the service will be cancelled, and the Excess Construction Charges will not be applied.
- 4.4. The Service Provider will hand over the primary and backup circuits to You within one week of the primary circuit installation.
- 4.5. Charges are subject to subsequent change if the prices charged to the Service Provider by the Network Provider are increased *subsequent to the placing of the order and before the Service is activated*. Any such variation shall be restricted to the variation suffered by the Service Provider.
- 4.6. You may terminate the individual by giving the Service Provider 95 days' written notice at any time during the last 95 days of the Agreement Term or any subsequent Renewal Term, as appropriate.
- 4.7. The Service Provider may upon 14 days' prior written notice, otherwise modify the Service, or part of a service, in the event that the Service Provider's suppliers' services are altered so as to affect the provision by the Service Provider of the Service or there is a technical or regulatory reason to do so, unless such modification is due to regulatory reasons that do not allow 14 days' prior written notice, in which case reasonable endeavours to provide notification as early as possible shall be used.

5. Backup Circuits

- 5.1. Where the Service Provider is supplying a Failover circuit this will be billed from date of installation of that circuit not the date of the main circuit.
- 5.2. If the Failover circuit is an ADSL Line and the Service Provider is supplying the PSTN, this PSTN will be billed from the date of installation of that PSTN line.
- 5.3. The Service Provider will use reasonable endeavours to deliver the Failover circuit as close to the date of the circuit with the longest lead time for delivery.

5.4. Backup services with a reduced bandwidth or with a higher contention rate will not be able to run normal operations in the event of an outage and business critical services may be impacted. You must plan any disaster recovery process. The Service Provider can provide support in disaster recovery planning upon request.

6. Class of Service

- 6.1. For Services where You wish to deploy COS, the Service Provider will administer rules relating to the maximum use of specific bandwidths per Class, these being specific to the type of Access Circuit, and speed of Access Circuit that is being deployed.
- 6.2. You are responsible for exercising appropriate control mechanisms such as call control on the specific traffic types so that only the designated amount of bandwidth is utilised over the Service. The Service Provider is not liable for any Service Level failure due to Your failure to exercise such traffic controls.

7. Service Management and Support

- 7.1. The Service Provider shall provide service management and support for each Service as set out below:
 - 7.1.1. Investigating unplanned Service outages;
 - 7.1.2. Producing major incident reports;
 - 7.1.3. Identifying fault trends and initiating corrective action;
 - 7.1.4. Managing Planned Works;
 - 7.1.5. Managing Service queries and requests from You;
 - 7.1.6. Details of the fault reporting process and service desk contacts and escalation points are set out in the Customer Support Plan (CSP).

By signing below, You confirm that You have read these Connectivity Service Specific Terms and agree to be bound by them, together with the Netcentrix Standard Terms and Conditions set out in, or deemed to form part of this Agreement and the Charges detailed within the Order Form.

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