



# Service Schedule ADSL & FTTC

December 2016

## **1 DEFINITIONS AND INTERPRETATIONS**

- 1.1 Words or phrases used with capital letters in this Service Schedule shall have the same meanings given in the Master Services Agreement, unless otherwise defined in Schedule 1 or set out on the front sheet to this Service Schedule.
- 1.2 References to Clauses and Schedules are to the clauses of and schedules to this Service Schedules and references to Paragraphs are to paragraphs of a schedule, unless otherwise stated.

For the avoidance of doubt, the hierarchy of terms within related documents shall be in the following order:

- a. Individual Customer Requisition/Order Form, which supersedes related terms in;
- b. Individual Product Service Schedule, which supersedes related terms in;
- c. Master Services Agreement and Acceptable Use Policy.

## **2 ADSL & FTTC SERVICES DESCRIPTION**

2.1 The ADSL & FTTC Service product description is set out in Schedule 2 to this Service Schedule.

## **3 SERVICE MANAGEMENT**

3.1 We may notwithstanding any other provision of this Service Schedule, at its sole discretion, conduct a formal review of the Services that are currently provided to the Customer. The purpose of this review shall be to identify any significant changes relating to the technology and processes used to provide and maintain the Services to the Customer (which may for example, arise due to the proposed withdrawal of supporting products provided by a Third Party Operator). Following this review We may withdraw, replace or amend one or more Service and adjust accordingly any Charges remaining payable in respect of the affected Service.

3.2 Pursuant to Clause 3.1 where a change to, or withdrawal of, a product option arises:

- (a) Solely due to Our business requirements, We will give at least three (3) months' written notice to the customer; or
- (b) as a result of changing arrangements with a Third Party or for legal or regulatory reason We will give as much notice to the Customer as is reasonably practicable in the circumstances

3.3 Upon expiry of any such notice period set out in Clause 3.2:

- (a) We will not accept any new Service Orders for the relevant product option; and
- (b) at Our discretion:
  - (i) any Service Orders which have not achieved a Ready for Service Date will either be:
    - a. ceased by Us; or
    - b. allowed to progress through to completion; or
  - (ii) the Customer will be offered a new product option for acceptance, save that if, in the reasonable opinion of the Customer, it deems the service levels of the new product to be materially less than the product to be withdrawn, the Customer may terminate the Service Order without incurring any form of Early Termination Charges.

3.4 We may relocate a Connection within Our network for reasons including security, improvements to infrastructure, capacity management, cost reduction or mitigation of a known fault, provided any such relocation will not have an adverse effect on the Service. If the Customer reasonably concludes (in consultation with Us) that the relocation will have an adverse effect on the relevant Service, it may terminate the Connection without incurring Early Termination Charges.

3.5 We will give the Customer instructions which it reasonably believes are necessary for reasons of health, safety or the quality of the Service and it is the responsibility of the Customer to ensure that these instructions are adhered to.

## **4 SERVICE RESTRICTIONS**

4.1 In addition to any express restrictions set out in Schedule 2 of this Service Schedule the Customer accepts the following technical constraints relating to all Service variants:

- (a) some limitations within a Service may only become apparent after a Connection has been installed and working for some time. In such circumstances and with the agreement of the Customer the Connection may be withdrawn and a rebate of any advance Charges paid to the Customer (save that where the Customer insists the Connection is to remain, the Service Level Agreement shall cease to apply and We shall have no liability in relation to such Connection); and
- (b) there may be geographical and technical limitations that may affect or prevent installation of a Connection. Accordingly, the Customer accepts that the provision of a Connection is subject to a Site survey. Where We are aware of any limitations following a Site survey that may impact provisioning or where the Service cannot be provided, We will contact the Customer within ten (10) Working Days and cancel the impacted Connection without charge.

## **5 TERM AND TERMINATION**

5.1 Subject always to clause 5.2 the Customer may terminate any copper based Service Order provided under this Service Schedule on thirty (30) Days' notice, or any fibre based Service Order provided under this Service Schedule on ninety (90) days' notice, such notices not to expire before the end of the applicable Committed Period.

5.2 In the event of termination by:

- (a) the Customer of either the Master Services Agreement or this Service Schedule or Service Order on notice and without cause; or
  - (b) Us for material breach of obligations by the Customer,
- the Customer will be liable to pay all applicable Early Termination Charges and Reconciliation Payment.
- 5.3 In the event of any termination by Us with cause the Customer will forfeit and Charges paid in advance.
- 5.4 The provisions of Clauses 5.2 and 5.3 will not apply where the Service Schedule is terminated:
  - (a) by Us where the Customer is not in material breach of any of its obligations under the Master Services Agreement or any other Service Schedule; or
  - (b) by the Customer where We are in material breach; or
  - (c) by the Customer pursuant to its rights to terminate following its demonstration of a material adverse change to the terms of this Service Schedule, as set out in the Master Services Agreement.
- 5.5 We shall be entitled, after termination (for any reason whatsoever) or expiry of this Service Schedule by given notice of its intention to repossess Our equipment, to:
  - (a) require the Customer (at the Customers cost and risk) to immediately return the Equipment to Us; or
  - (b) enter upon the premises with such transport as may be necessary and repossess any Equipment to which We have title.
- 5.6 When the Service ends, if applicable, We will either:
  - (a) refund any amount after We have deducted any amount owed by the Customer; or
  - (b) issue a final invoice for the amount owed to Us by the Customer, which will be payable in accordance with the terms of the Master Services Agreement and this Service Schedule.
- 5.7 Following termination of the Master Services Agreement or this Service Schedule We shall be under no obligation to provide the Customer with access to any service management tools or interfaces provided to the Customer.

## **Schedule 2 – ADSL & FTTC Service Product Information**

### **1 ABOUT ADSL & FTTC**

- 1.1 The ADSL & FTTC Services include copper based ADSL, ADSL2+ and FTTC/VDSL product variants.

### **2 SERVICE ORDER OVERVIEW**

- 2.1 In order to receive any Service the Customer must submit a Service Order in a form acceptable to Us through the relevant interface.
- 2.2 Service Order will be processed in the order they are received by Us which shall be no longer than within five Working Days.
- 2.3 If any Excess Construction Charges are identified such Charges must be accepted by the Customer before work on the Service Order can continue. Where such Excess Construction Charges are identified, if no acceptance of such Excess Construction Charges is provided by the Customer within fourteen (14) Working days of notification by Us of such Excess Construction Charges (or such longer period as the Parties may expressly agree), the Charges will be considered rejected and the Service Order deemed cancelled.
- 2.4 We will use Our reasonable endeavours to provide the relevant Service by the Handover Target Date and in accordance with Service Level Agreement.
- 2.5 The Parties agree that any delays will be escalated in accordance with the Escalation Procedure set out in the Master Services Agreement.
- 2.6 The Customer accepts that We or Our agents may need to go to Site to conduct Site surveys, install a Service or to facilitate a repair.
- 2.7 Unless by agreement with the Customer, We will be the single point of contact with the Customer for the provisioning process and delivery unless:
- (a) Our agents are on the Customers Site for survey purposes
  - (b) Our agents are on Customers Site for installation purposes
  - (c) Our agents are liaising directly with the Customer by prior agreement between Us and the Customer to expedite delivery (such as wayleave or civil engineering clearance)
- 2.8 The Customer must agree an appointment within one (1) day of Us notifying the Customer of Our preferred Circuit Delivery Date; otherwise We will use its preferred installation date for the Site.

## Schedule 3 – Service Level Agreement

### 1 GENERAL

- 1.1 We shall provide the Customer with support for the delivery of the Service Order through the provision of a helpdesk, Interfaces and escalation management in respect to Service Orders, incidents and service maintenance.

### 2 HOURS OF SERVICE

- 2.1 Incident Reporting via the helpdesk is available to the Customer 24 hours a day 7 days a week.
- 2.2 Provisioning Support is available to the Customer during Office Hours.

### 3 ADSL & FTTC SERVICE MANAGEMENT

#### 3.1 Incident Management

- (a) The Customer shall make incident reports to Us via the relevant Interface. The Customer shall provide a complete description of the incident and any reasonable information requested by Us. In the event that the requested information is not provided by the Customer, We reserve the right to return the incident to the Customer requesting the missing information but shall not affect the logging of the time of the incident.
- (b) In the event that the electronic interfaces are not available, then incidents may be raised by telephone using the numbers listed in the Master Services Agreement.

#### 3.2 Provisioning target lead times for:

- (a) ADSL Services is within 15 Working Days
- (b) FTTC Services is within 30 Working Days

#### 3.3 Provisioning Service Credits

- (a) By the Handover Target Date the applicable Service will be tested with a configuration to meet the Customers Service Order
- (b) If We have not achieved the anticipated Ready For Service Date then the Customer will not be entitled to Service Credits.

#### 3.4 Network Maximum Transmission Units (MTU)

The Maximum Transmission Unit supported by Us is 1460. Any frames transmitted to Us in excess of an MTU of 1460 will be fragmented and unsupported. In some situations an MTU of 1460 may not be technically possible due to the nature of the Service.

#### 3.5 Service Availability

The Service has a target availability to the Customer 90% of the time in any given calendar month.

If We fail to meet this target the Customer will not be entitled to any Service Credit

#### 3.6 Service Latency

Our aggregated monthly average latency target for the Service shall be  $\leq 200.00$  milliseconds. If We fail to meet the aggregate Service latency target the Customer will not be entitled to any Service Credit.

#### 3.7 Service Jitter

Our aggregated monthly average jitter target for shall be  $\leq 200.00$  milliseconds. If We fail to meet the aggregate Service latency target the Customer will not be entitled to any Service Credit.

#### 3.8 Service Fault Handling

Target Restore Time (TRT) is measured from the time We acknowledges a service outage and a helpdesk ticket is opened.

Upon correct notification of an incident We will assign an appropriate incident level as set out in table 3.11.1. It is at Our sole discretion to define any severity level and it is possible during diagnostics that the severity level is changed.

Table 3.11.1

Severity Level	Fault description
<b>Priority 1</b> <b>(Total outage)</b>	For incidents where the issues has existed for 8 (eight) hours or more before incident logging and is limited to the following:-  Total loss of Service (which is defined as no transmission of signals in one or both directions); or  Packet loss is $\geq 50\%$
<b>Priority 2</b> <b>(Severe Intermittence)</b>	Intermittent connectivity of a single spoke site that has a <b>high</b> degree of Service impact:  Where the intermittence can be demonstrated repeatedly within a 1 hour interval
<b>Priority 3</b> <b>(Degradation)</b>	Intermittent connectivity of single spoke site that has <b>low</b> Ethernet Service impact:  Where the intermittence cannot be demonstrated repeatedly within a one hour interval
<b>Priority 4</b> <b>(Query)</b>	End User application performance issues across a particular Ethernet Service

Target Restore Times are set out as below:

Severity	Target Time to Restore (Working Hours)
Priority 1	48
Priority 2	48
Priority 3	48
Priority 4	48

#### 4 CLOCK HOURS

4.1 Clock hours shall be defined as the difference in hours between the Start Time and Stop Time excluding any Parked Time:

- (a) “**Start Time**” is the initial timestamp of an incident on Our helpdesk system;
- (b) “**Stop Time**” is when the status of the incident becomes resolved; and
- (c) “**Parked Time**” will be excluded from the gross elapsed time and therefore, Clock Hours will reflect the time for which We or Our sub-contractors are wholly responsible

#### 5 PARKED TIME

5.1 Parked Time is where the progression of the resolution of an incident is outside of Our or Our sub-contractors control including where:

- (a) the helpdesk Ticket is marked as Pending Requestor Information or We have requested information missing from the helpdesk Ticket submission without which the relevant Service cannot be repaired;
- (b) We are awaiting a power down or up of the End User’s equipment or results of other tests;
- (c) We are awaiting the End User’s availability for a visit appointment;
- (d) the End User or, as applicable is unavailable to respond to Us;

- (e) a visit appointment is confirmed outside of the resolution windows at the request of the End User – Parked Time commences when a visit appointment is agreed with the End User until the visit appointment commences;
- (f) We, its agent or sub-contractor is unable to access a Site at an agreed time for a visit appointment – Parked Time commences when We, its agent or sub-contractor attends the Site until a rescheduled visit appointment commence and the incident report will move to a Pending Requestor Information status;
- (g) We, its agent or sub-contractor has cleared the incident and has notified the End User or, as applicable and the status of the incident is “Resolved”; or
- (h) Where the Site does not have 24x7 access and the End User request an engineer at attend Site when the End User is available for a visit. Parked Time commences when a visit appointment is agreed with the End User and ends when the visit appointment commences.

## **6 SCHEDULED NETWORK MAINTENANCE**

- 6.1 Scheduled Network Maintenance refers to upgrades or modifications to network equipment software and hardware and/or network capacity. Scheduled Network Maintenance may temporarily degrade the quality of the services or include a duration of outage.

## **7 EMERGENCY NETWORK MAINTENANCE**

- 7.1 Emergency Network Maintenance refers to efforts to correct network conditions that are likely to cause a Major Service Outage (MSO) and require immediate action. Emergency Network Maintenance may temporarily degrade the quality of the services or include a duration of outage.

## **8 SERVICE CREDIT EXCLUSIONS AND LIMITS**

- 8.1 Any calculations used to claim Service credits under this Agreement shall not include any unavailability resulting from Scheduled Network Maintenance, Emergency Network Maintenance, a Force Majeure event or the failure of non-service impacting equipment or systems used for network measurements.