



# Service Schedule

## National Ethernet, EFM & EoFTTC

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 NATIONAL ETHERNET, EFM & EOFTTC SERVICES DESCRIPTION**

2.1 National Ethernet, EFM & EoFTTC 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 National Ethernet, EFM or EoFTTC 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 Services 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 Service Commencement 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 We provide to You. 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 the Service:

- (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 five (5) 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 ninety (90) 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 Our 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 deducting any amount owed to Us 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.

## 6 TERMINATION PRIOR TO SERVICE HANDOVER

- 6.1 In the event of termination prior to the Service completion, the Customer will be liable for all charges incurred by Us, including but not limited to:
- (a) 3<sup>rd</sup> party telecommunication carriers
  - (b) Licensing or purchase of hardware
  - (c) Couriers
  - (d) Reasonable internal time related charges
- Save where termination has been submitted solely due to Excess Construction Charge rejection.
- 6.2 Subject always to clause 6.1 Charges will be calculated as outlined in Table 6.2.1 based upon the Service and Charges as specified on the CRF (Order Form) as either:
- (a) A percentage of the Setup or Installation or;
  - (b) A fixed charge
- Whichever is of greatest value, and where termination has been submitted, in addition to any Excess Construction Charges accepted by the Customer.

Bearer	Cancellation	Charge	
		Fixed	% of setup
Copper or fibre equal or less than 100Mb	Before a Survey	£250.00	25.00%
	After a Survey	£1,250.00	50.00%
	After an anticipated handover date	£2,500.00	100.00%

Bearer	Cancellation	Charge	
		Fixed	% of setup
Fibre greater than 100Mb, equal or less than 1Gb	Before a Survey	£1,000.00	25.00%
	After a Survey	£2,500.00	50.00%
	After an anticipated handover date	£4,000.00	100.00%

Table 6.2.1

**Schedule 2 – National Ethernet, EFM & EoFTTC Service Product Information**

**1 ABOUT NATIONAL ETHERNET, EFM & EOFTTC**

1.1 Services include both fibre based (National/Fibre Ethernet) and copper based Ethernet First Mile (EFM) and EoFTTC product variants.

**2 SERVICE ORDER OVERVIEW**

2.1 In order to receive 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 which shall be no longer than within two (2) 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 the 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 fourteen (14) days of notification to the Customer of Our preferred Circuit Delivery Date; otherwise We will use Our 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 SERVICE MANAGEMENT

#### 3.1 Incident Management

- (a) The Customer shall make incident reports 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) fibre based Services is within 65 Working Days
- (b) copper based 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 do not achieve the anticipated Ready For Service Date then the Customer will be entitled to Service Credits as set out in table 3.3.1.

Table 3.3.1

Number of Working Days that the Ready For Service Date is Past the Handover Target Date	Customer discount from installation charges
1-10	5%
11-15	7.5%
16-20	10%
More than 20	12.5%

- (a) Service Credits only apply to the Installation Charges and excludes any Excess Construction Charges and Ancillary Charges.
- (b) The service level outlined in clause 3.3 cannot be applied where:
- The Customer is in breach of any part of this Service Schedule of the Master Services Agreement which affects Our ability to install the relevant Service or We suspend the relevant Service or any part of it in accordance with the terms of the Master Services Agreement; or
  - A Force Majeure Event is affecting the relevant Service or the provisioning of the same (which without limiting the generality of the definition of a Force Majeure Event shall include where We are reliant upon action being taken by a third party which is not a sub-contractor of Us); or

- c. We are unable to gain access to, or carry out any necessary work at, the relevant Site, or the Customer fails to agree an appointment date or;
- d. Reasonable assistance is required or information is reasonably requested by Us from the Customer or their nominated third party and such assistance or information is not provided or is not provided in a timely fashion; or
- e. The Customer modifies a Service Order after a Handover Target Date has been issued whereupon a new Handover Target Date shall be agreed between the Parties.

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

The Maximum Transmission Unit supported by Us is 1500. Any frames transmitted to Us in excess of an MTU of 1500 will be fragmented and unsupported.

**3.5 Service Availability**

The Service will be made available to the Customer 99.9% of the time in any given calendar month. Service unavailability exists when a Customer Service is unable to transmit and receive IP Packets to/from an On-Net Host as assigned by Us at the time of the incident. An On-Net host is defined as Layer-3 enabled equipment that responds to ICMP commands like Ping and TraceRoute owned by Us. Service Unavailability is measured from the time We acknowledge a service outage and a Helpdesk ticket is opened.

If We fail to meet the Service Availability, then for each cumulative hour of Service unavailability exceeding the TRT within a given month, the Customer shall be entitled to Service Credits as set out in the table below but not exceeding 50% of the monthly Service fee.

Cumulative Ethernet DIA Circuit Unavailability duration	Customer discount
> 1 min to ≤ 1 Hour	2.5%
> 1 Hour and ≤ 2 Hours	5.0%
> 2 Hour and ≤ 3 Hours	7.5%
> 4 Hour and ≤ 12 Hours	12.5%
> 13 Hour and ≤ 14 Hours	50.0%

**3.6 Service Latency**

The aggregated monthly average latency target shall be ≤ 30.00 milliseconds. If We fail to meet the Service latency target during any calendar month, then the Customer shall be entitled to 2.5% credit pro-rated from the Customers recurring Monthly Service fee as set out in the service Agreement.

**3.7 Service Jitter**

The aggregated monthly average Service Jitter target shall be ≤ 15.00 milliseconds. If We fail to meet the aggregate Service Jitter target during any calendar month, then the Customer shall be entitled to 2.5% credit pro-rated from the Customers recurring Monthly Service fee as set out in the service Agreement.

**3.8 Service Fault Handling**

Target Restore Time (TRT) is measured from the time We acknowledge 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 (Total outage)</b>	For incidents where the issues has existed for 1 (one) hour 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  Available throughput is ≤10% of predicted Service Bandwidth; or  Packet loss is ≥5%
<b>Priority 2 (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 one hour interval
<b>Priority 3 (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 (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 (clock hours)	
	Fibre based	Copper based
<b>Priority 1</b>	6	8
<b>Priority 2</b>	12	12
<b>Priority 3</b>	24	24
<b>Priority 4</b>	48	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 Service or include a short-duration outage. Scheduled Network Maintenance shall take place between the hours of 00:00 and 06:00 on any of the seven (7) week days. We will endeavour to Schedule any Network Maintenance on the days of Saturday and Sunday and provide the Customer with at least seven (7) days' notice prior to the Scheduled Network Maintenance activity. If Our Scheduled Network Maintenance is cancelled or delayed, We will make best endeavours to notify the Customer and shall comply with the provisions of this clause to reschedule any delayed maintenance activity. Such effects relating to the Scheduled Network Maintenance shall not give rise to service credits under this Agreement.

## **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 Services or include a short-duration outage. Such effects related to Emergency Network Maintenance shall entitle Customer to service credits as set out in this Agreement if and only if service degradation or loss of service occurs outside of a Scheduled Network Maintenance window. We may undertake Emergency Network Maintenance at any time deemed critical and shall provide notice of Emergency Network Maintenance to Customer as soon as it is commercially and practicable to do so under Emergency Network Maintenance conditions.

## **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, a Force Majeure event or the failure of non-service impacting equipment or systems used for network measurements. The Customer account must be kept in good financial order, any failure to maintain the account will void any claim under this Agreement.