

## Schedule 6 – Dedicated Internet Access

### **Commencement date for provision of the Supplies**

The date on which the Supplies become available for use by the Customer (regardless of whether or not they are actually used on that date), as specified in the first monthly invoice relating to the Supplies.

### **Description of the Supplies**

The provision of internet connectivity services via Ethernet, EFM, Fibre Ethernet or EoFTTC, as set out in the Order Form.

### **Prices payable for the Supplies**

As set out in the Order Form.

### **Service Level Agreement**

#### **A. Installation**

If Connexus fails to meet the commitments detailed in the Service Level Agreement, subject to any limitations for each day or part day Connexus is late in meeting the commitments, the Customer shall be entitled to the relevant Service Credits specified below.

#### **B. Uptime and fault resolution**

1. Once the Service is active, Connexus aims to offer a 99.9% uptime service level for all Fibre Ethernet or other Ethernet circuit products, extending to 99.99% where a backup service is taken.
  - 1.1 The Customer agrees to provide Connexus with an onsite contact throughout the duration of a fault. If the Customer fails to do so, the Customer acknowledges and agrees that the time that it takes to resolve that fault is likely to be extended and that no Service Credits will apply.
  - 1.2 Connexus's target to repair all logical faults on Fibre Ethernet is six clock hours. Logical faults are those relating to Customer Premises Equipment provided by Connexus as part of a managed service, Network Termination Equipment within Connexus's network and equipment within the Relevant Contractor's network.
  - 1.3 Where there is a physical fault, which relates to fibre or copper wire faults (including ADSL and Ethernet First Mile lines), then the target time to resolve is within 24 to 48 clock hours.
  - 1.4 Service availability is a measure of the relative amount of time a circuit is available for Customer use during a given calendar month.
  - 1.5 "Service unavailability" is defined as any period for which the Service is unavailable for Customer use, and is measured from the time that the Customer reports Service unavailability to Connexus and opens a support ticket (the Customer must obtain a reference number for their call), until the time that Connexus advises the Customer that the Service is restored and operating in accordance with agreed specifications and Connexus closes the support ticket. Any period of time during which a support ticket is kept open at Customer's request, following notification by Connexus that Service has been restored, is not included in measuring the duration of a period of Service unavailability.
  - 1.6 When Fibre Ethernet backup or ADSL backup services are taken, then Connexus will provide a 99.99% SLA for the solution as a whole. Connexus agrees to provide a solution whereby should one circuit fail, then the backup line (Fibre Ethernet or ADSL) will be activated automatically within 5 minutes of the primary circuit failing. Should the secondary (backup) circuit fail to engage within one clock hour, then additional Service Credits will apply as follows:
    - (a) Where ADSL backup is provided, and both the primary circuit and the ADSL both fail, then Service Credits to the value of 1.25 times that which is stipulated in the table applicable to Service Credits for Service unavailability (in section 4 of this Schedule) will apply, except where the backup service fails due to reasons beyond Connexus's control (including, but

not limited to third party actions, network failure outside of Connexus and the Relevant Subcontractor's networks, power cuts, atmospheric and weather induced problems, natural disasters, terrorist incidents or Force Majeure Events;

- (b) Where a second Fibre Ethernet circuit is installed in a failover or backup capacity, and both circuits fail, Service Credits in the table applicable to Service Credits for Service unavailability (in section 4 of this Schedule) will apply in respect of the Monthly Recurring Charge of each of the circuits, except where the failover or backup service fails due to reasons beyond Connexus's control (including, but not limited to third party actions, network failure outside of Connexus and the Relevant Subcontractor's networks, power cuts, atmospheric and weather induced problems, natural disasters, terrorist incidents or Force Majeure Events).
- 1.7 Where the Customer is taking back up services, if the primary circuit should fail, and the backup service engages within the five minute period referred to above, then the Service Credits for the primary circuit, subject to paragraphs 1.9 to 1.15 (inclusive) below, will apply as a percentage of the Monthly Charge, as detailed in the table applicable to Service Credits for Service unavailability (in section 4 of this Schedule) for customers on fixed single payment contracts.
- 1.8 Whilst the SLAs referred to above apply also in respect of Ethernet First Mile (EFM) lines, the time to fix is 24-48 hours clock hours and Customer shall only be entitled to Service Credits in the Service is affected as follows:
- (a) If a copper pair fails, the other copper pairs providing the EFM Service will continue to deliver service. If one or more copper pair fail, leading to the availability of less than 50% of the advertised bandwidth rate, the Customer shall be entitled to Service Credits.
  - (b) In the event of a total loss of EFM Service due to the copper pairs, or any network fault, as with all other Fibre Ethernet products, the Customer shall be entitled to Service Credits as set out in section 4 of this Schedule.
- 1.9 In no event will Service Credits in any calendar month exceed 100% of the total Monthly Recurring Charge payable by the Customer for the Service in that month.
- 1.10 As a pre-condition to its entitlement to Service Credits, the Customer shall cooperate with Connexus in addressing any reported service problems.
- 1.11 Service Credits are applied only upon the Customer's written request, which must be submitted within 15 Business Days of a valid support call reporting the incident and accompanied by a Connexus support ticket reference number in respect of that incident. This can be submitted to Connexus by first class recorded mail or by email.
- 1.12 All approved Service Credits claimed by the Customer for a given month will be totalled and applied to the Customer's next invoice for the Service, or as promptly thereafter as is practical in the event of a dispute.
- 1.13 No SLAs (or, therefore, entitlement to Service Credits) apply to newly installed services or to Service reconfigurations requested by the Customer, until five Business Days after:
- (a) the Service activation date; or
  - (b) completion of the Service reconfiguration,
- as the case may be.
- 1.14 SLAs apply only in respect of Services that are provisioned on Connexus's network and, where applicable, to local access circuits provided by Connexus (via Relevant Subcontractors). Service Credits do not apply in respect of network faults or fibre issues outside of Connexus's control.
- 1.15 Service Credits shall not apply (and the Customer shall accordingly have no entitlement to them) in respect of the failure of the Service to comply with an SLA, or to any period of Service unavailability, that is caused, in whole or part, by any of the following:
- (a) a failure of the Customer's own premises equipment or the equipment of the customer's third party supplier;
  - (b) a failure in local access facilities connecting the Customer to Connexus's network which are not provided by Connexus;
  - (c) Force Majeure Events;

- (d) any act or omission of the Customer or any third party (including but not limited to, the Customer's agents, contractors or suppliers), including, but not limited to:
  - (i) failing to provide Connexus with an onsite contact and/or adequate access to facilities for testing;
  - (ii) failing to provide access to the Customer's premises as reasonably required by Connexus or its Relevant Subcontractor (or Connexus's or their agents) to enable Connexus to comply with its obligations regarding the Service;
  - (iii) failing to take any remedial action in relation to a Service as recommended by Connexus, a Relevant Subcontractor or otherwise.
  - (iv) any act or omission that causes Connexus to be unable to meet any of the SLAs;
- (e) the Customer's negligence or wilful misconduct, which may include the Customer's failure to follow agreed upon procedures;
- (f) any scheduled maintenance periods, where the Customer has been informed of such maintenance, or emergency maintenance (regardless of whether or not the Customer has been informed in advance);
- (g) disconnection or suspension of the Service by Connexus pursuant to a right to do so under the Conditions;
- (h) outages attributable to 'off-net circuits', that is:
  - (i) long haul domestic local access circuits in the USA, between a Connexus PoP and Customer premises which are in a different local access transport area (LATA); and/or
  - (ii) long haul international local access circuits provided in countries in which Connexus does not operate its own network and provides the Service using the services of third party providers.

1.16 Service Credits shall not apply (and the Customer shall accordingly have no entitlement to them) in respect of wires only Services, point-to-point Services or point-to-multi-point Services.

**C. Service Credits**

*Service Credits for activation of Service after the CDD*

<b>Number of working days after (and excluding) the CDD date</b>	<b>Service Credit = percentage of connection charge for the circuit to be credited to the Customer</b>
1-10	4%
11-15	8%
16-20	14%
20+	18%

*Service Credits for Service unavailability*

<b>Average monthly network availability</b>	<b>Service Credit</b>
99.99% or greater	0%
<99.99% to 99.5%	3%
<99.5% to 99.0%	7%

<99.0%	14%

**Software licences**

None.

**Special Conditions**

**1. Definitions**

The following definitions apply in this Schedule:

**Activation Date:** the date on which the Services (each of them, if more than one) become live and are first made available for use by the Customer or the end user of the Services.

**Committed Delivery Date (CDD):** the date by which Connexus anticipates the Activation Date will occur.

**Customer Premises Equipment (CPE):** any CPE (for example, modems, routers, microfilters, etc) necessary to use any access connection that is supplied by Connexus or Relevant Subcontractors, which is provided for the express use of provisioning the Services.

**Ethernet First Mile (EFM):** the maximum distance from the exchange is approximately 3.5 kilometres, after which the quality of service degrades. EFM features:

- Dedicated bandwidth (uncontended copper access is provided at speeds depending on the distance of the premises from the serving exchange);
- EFM technology (EFM provides Ethernet by multiplexing over multiple copper wires);
- Credible back-up service: EFM can be used as a back-up to Fibre Ethernet Circuits.

**Ethernet over Fibre to the Cabinet (EoFTTC):** the service is delivered over VDSL (very high bit rate digital subscriber line) technology. The speed of the service is distance-dependent. EoFTTC features:

- Dedicated bandwidth (uncontended access is provided at a range of speeds up to 20Mbps);
- FTTC technology (EoFTTC is delivered over a copper local loop from the premises to a suitable street cabinet and then carried as fibre to the fibre serving exchange);
- Credible back-up service: EoFTTC can be used as a back-up to Fibre Ethernet Circuits.

**Excess Construction Charges (ECCs):** the amount by which the actual cost of installation works exceeds the installation costs originally quoted (or which were included over the term if these costs are amortised).

**Fibre Ethernet:** EFM, EoFTTC and ILL.

**Internet Leased Line (ILL):** this is suited to larger businesses with greater connectivity demands. Available across the UK, it offers a dedicated service delivering uncontended fibre access at high speeds. ILL features:

- Fibre-based technology (ILL uses fibre-based Ethernet technology from the premises to the nearest street serving network node);
- High scalability (ILL access is provided at speeds from 10Mbps, with 10Mbps increments for 100Mbps circuits; 100Mbps increments for 1Gbps circuits; and 1Gbps increments for 10Gbps circuits).
- Can be delivered as a service between Customer premises and a POP or between two Customer premises (point-to-point).

**Initial Term:** the initial term of the Contract as specified in the Order Form (if none is stated in the Order Form, the initial term is 12 months).

**Monthly Recurring Charge (MRC):** the monthly recurring charge for a Service.

**Network Termination Equipment (NTE):** third party equipment that is supplied by Connexus or Relevant Subcontractors, which is provided for the express use of provisioning the Services. This equipment may reside within the Customer's premises, Connexus's premises and or the Relevant Subcontractor's premises.

**Point of Presence (PoP):** a node within the Relevant Subcontractor's network, sited within a data centre. It is the local point within Connexus's network, to which Internet circuits are

terminated.

**Target Ready For Service (TRFS):** the initial estimated date which is supplied by the Connexus provisioning team as the estimate of the Activation Date. This is not a binding date, nor is it a CDD, and should be used as a guide only as to the likely Activation Date.

## 2. Provision of the Service

- 2.1 The Customer agrees to receive the Service and pay the fees for the Service for the minimum period of service as detailed in the Order Form and thereafter until termination of the Service in accordance with the Contract. For the purposes of clause 2.3 of the Conditions, the Initial Term specified in the Order Form shall be deemed to commence on the Activation Date (if the Customer is taking a dual circuit or is also taking an ADSL backup line, then the applicable date will be the Activation Date of the last of them).
- 2.2 The Customer may not make any unauthorised commercial use of the Service. The Customer agrees to keep full and accurate records of any and all operating units on or in connection with which the Service is enabled and shall permit Connexus and/or the Relevant Subcontractor to review and evaluate such records from time to time to ensure the Customer's compliance with this Condition
- 2.3 Connexus will endeavour to issue a TRFS at the same time that it accepts the Order Form. The TRFS is an initial estimate of the day on which Connexus expects (under normal circumstances) that the Service will be activated, until such time as a CDD is issued.
- 2.4 Throughout the provisioning process, Connexus will need to communicate with named member(s) of the Customer's staff (or their nominated representatives) to arrange access to the Customer's or the end user's premises by Connexus and/or the Relevant Subcontractor. Any delays to these requests will delay Connexus from meeting the TRFS and from issuing a CDD. The CDD is the date by which Connexus expects (under normal circumstances) that the Service will be ready for use (the activation date).
- 2.5 Typically within ten Business Days of its acceptance of the Order Form, Connexus or the Relevant Subcontractor (of Connexus's other third party representative) will undertake a premises survey at the termination location, also known as a "site survey". Usually, Connexus will be able to issue a CDD within a further ten Business Days of the site survey.
- 2.6 During this time, Connexus will notify the Customer of any ECCs raised by the Relevant Subcontractor.
- 2.7 The issue of a CDD by Connexus will be delayed where a decision from the Customer regarding acceptance of ECCs is outstanding.
- 2.8 Where Connexus or the Relevant Subcontractor determine that the installation costs originally quoted (or which were included over the term if these costs are amortised) are not enough to cover the actual cost of the installation works, the excess sum (known as Excess Construction Charges or ECCs), will be notified to the Customer following the site survey. Where ECCs apply, the Customer's order will be placed on hold automatically until the Customer agrees (or not) to pay the ECCs, which the Customer shall confirm to Connexus in writing within five Business Days. Each elapsed day of this five-day period shall automatically delay the CDD by one day. If the Customer agrees to pay the ECCs, the provisioning service will resume and a CDD will be issued in due course. If it chooses not to pay the ECCs, the Customer shall be entitled to cancel their order, subject to payment of the charges set out in paragraph 2.41 below. Should the Customer fail to notify Connexus of its decision whether or not to pay the ECCs within five Business Days, Connexus shall be entitled to consider the Customer's order as being cancelled and the Customer shall pay the charges set out in paragraph 2.41 below.
- 2.9 Should Connexus miss the CDD (other than because of the Customer's delay or a Force Majeure Event, the Customer shall be entitled to claim the applicable Service Credits set out in section 4 of this Schedule above.
- 2.10 Where an installation fee applies (as set out in the Order Form), Connexus reserves the right to issue a separate invoice for this fee, which must then be paid before the Service is made available to the Customer or end user.
- 2.11 It is the Customer's responsibility to ensure the following at all times:
- 2.12 A standard UK 3-pin plug socket must be available for each piece of required electronic equipment supporting the Services provided. Typically, this will be one socket for each item of Network Termination Equipment, and one for each router (or other Customer Premises Equipment) supplied by Connexus to support the Services. In addition, additional power sockets may be required as directed following the initial site survey depending upon the Services ordered.

- 2.13 For all ADSL services as a backup, the Customer must ensure that a non-service-bearing standard analogue PSTN line is available for Connexus to enable the ADSL service. This PSTN line must terminate within 3 metres of the location of the Connexus Customer Premises Equipment.
- 2.14 The Customer must ensure that there is sufficient rack space where the customer expects the Network Termination Equipment and the Connexus Customer Premises Equipment to be positioned within a data rack (standard UK 19-inch width), and that there is at least 3U of available space per single Fibre Ethernet circuit. As much as 10U may be required in exceptional circumstances (where this is the case, it should be identified at site survey).

*Dual circuits*

- 2.15 If the Customer is taking a dual circuit solution from Connexus, where the tail circuits are provided by different Relevant Subcontractors (or from a single Relevant Subcontractor but via geographically diverse Connexus Points of Presence) and one is to be configured as primary, with the other as a backup, then Connexus will provide a TRFS and a CDD for each circuit.
- 2.16 The conditions set out above apply to each circuit. Where the solution is quoted and sold at a fixed monthly, quarterly or annual price, Connexus reserve the right to charge for separate services as they are delivered. E.g. customer takes 100Mb ILL circuit, with a 10Mb Fibre Ethernet or ADSL Backup. In this event, Connexus will charge for the first circuit and accompanying hardware (such as, but not limited to, routers, firewalls or cable trays) delivered on a pro rata basis, as this is a useable Internet connection.
- 2.17 The final charges will be applied on delivery of the second circuit and its confirmed live backup status presented in a working condition. At this stage, the Initial Term of the agreement for the solution will start (for example: a customer agrees to an Initial Term of 36 months, with a 100Mb primary and a 10Mb backup circuit. The 100Mb circuit is delivered (as working) two months before the backup circuit. Not until the delivery of the backup circuit will the 36 month Initial Term start. This means that the customer will be liable to pay the installation, monthly rental and reasonable set up costs as described above, for the primary circuit for an additional two months in this example).
- 2.18 Unless otherwise stated by the Customer, Connexus and the Relevant Subcontractor(s) will endeavour to provide both or any circuits as part of any given solution at the same time. However, where this is not practicable or any Relevant Subcontractor will not accommodate such a request, then the Customer agrees that the circuits may be provided on different dates and that the Customer shall be liable for all Service charges from the Activation Date for each Service.
- 2.19 If the Customer takes an ADSL backup service to their Fibre Ethernet, Connexus will endeavour to provide the ADSL service and the Fibre Ethernet as close in time as is possible to the CDD for the Fibre Ethernet, unless the Customer requests that the ADSL service is provided prior to the Fibre Ethernet circuit. In such event, Connexus will charge pro rata for the delivery and rental of the ADSL service and accompanying hardware (such as, but not limited to, routers, firewalls or cable trays). The final charges will be applied on the activation date of the primary Fibre Ethernet circuit.
- 2.20 For ADSL backup services, at no time will the provision of an ADSL service be subject to Service Credits. In addition, the ADSL circuit terms and conditions specific to the installation and use of that line are set out in a separate Schedule.
- 2.21 Where ADSL backup services are taken, it is the customer's responsibility to ensure that there is an adequate, uncompromised BT analogue PSTN circuit. Should the customer not provide a valid telephone number for this PSTN circuit, then Connexus will not be able to provide the ADSL service. Similarly, if the PSTN termination is not in the correct location (it should be within three metres of the planned Fibre Ethernet termination point), Connexus will not be able to provide the ADSL service as a backup.
- 2.22 As specified in paragraph 2.1 above, the Initial Term will not start until the Activation Date of the final circuit or the last component of the complete solution. For the avoidance of doubt, this means that whilst the charges for the Services and the Activation Dates of individual circuits may be staggered, the Initial Term for all of them will start and end at the same time, and that the first circuit to be provisioned will be invoiced prior to the Initial Term starting, and the invoice period in respect of the backup or secondary circuit(s) will vary depending on the independent tail circuit CDDs. Connexus will endeavour, however, to ensure that the CDD for each circuit in a multi-circuit solution are as close together as possible.

*Wires only internet access, point-to-point and point-to-multi-point*

- 2.23 "Wires only" Services (Internet access, point-to-point and point-to-multi-point) are those that

are not supplied by Connexus as a managed service (a managed service is one where Connexus retains ownership of, access to, and control of the Customer Premises Equipment (CPE), which enables Connexus to actively support the Service supplied and maintain the SLA. The type of wires only services available are set out in paragraph 2.35 below.

- 2.24 Where a wires only Service is provided, Connexus is not responsible for the CPE chosen by the Customer and cannot advise or confirm whether the CPE chosen by the Customer will or should work with the Services (whilst many CPE supplied by third parties should work, Connexus shall not be responsible if it does not).
- 2.25 If the Customer opts for a wires only Service, the following requirements and criteria will apply and it is the Customer's sole responsibility to ensure that it has understood and complies with them:
- 2.26 The Customer should have a good technical understanding of IP networks and the ability to support the CPE that the Customer deploys;
- 2.27 For Internet circuits, the CPE deployed should be a Layer 3 device capable of supporting BGP (Border Gateway Protocol). For point to point circuits, the CPE deployed should be a Layer 2 device and BGP is not required;
- 2.28 The Customer should ensure that BGP (where required) is supported by the CPE, as entry level enterprise class firewalls often will not support BGP. Connexus will provide BGP configuration information and IP addressing;
- 2.29 The Customer should note that BGP security passwords are not used by default;
- 2.30 Private AS is supplied to the customer as standard.
- 2.31 The use of registered AS numbers can be authorized by Connexus network engineering on a case by case basis (NSSP).
- 2.32 Normally link level and routed subnets are provided by Connexus
- 2.33 PI and private addressing may be considered as an alternative on a case by case basis (NSSP)
- 2.34 Where the Customer logs a fault and Connexus are incurs charges or costs as a result of false errors, abortive site visits, or site visits proving the circuit is not at fault, the Customer agrees to reimburse Connexus in respect of any resulting charges or costs, which Connexus shall invoice to the Customer.
- 2.35 The following types of wires only services available:
  - (a) Wires only Internet circuits are those where the circuit and network infrastructure are provided in the same way as a fully managed service, but Connexus is not responsible for any termination CPE (for example, routers or firewalls). CPE are deployed and managed by the Customer or their end user. Due to the nature of these services, where Connexus is not in control of the CPE, then a lesser SLA applies, as set out in paragraph 2.36 below.
  - (b) Point to point and point-to-multi-point circuits are those that are completely off-net from the Connexus network, where. As for wires only Internet circuits, because this circuit does not touch Connexus's network or monitoring equipment, Connexus cannot provide a managed service and a lesser SLA applies, as set out in paragraph 2.36 below. Any specific technical details that the Customer may require to connect such circuits (end-to-end) will be provided from standard documentation on a case by case basis by the off-net provider.
- 2.36 SLA amendments to those in clause 4, specifically for 'unmanaged' circuits. Such circuits referred to generally, but not exclusively, as wires only services, wires only internet access circuits, and point to point (or point to multi point) circuits:
  - (a) In the event of a fault on a wires only Service, Connexus will endeavour to resolve the issue once a fault is logged, the first checks made by Connexus will be internally and with the Relevant Subcontractor providing the tail circuit(s). If they are deemed to be working within normal parameters, then the Customer should be on site (or have remote access to the CPE) to manage queries between the device and the Connexus edge network. It is the Customer's responsibility to provide Connexus support staff with correct passwords and administrator rights, as required, to help troubleshoot the issue
  - (b) Connexus will endeavour to conform to the SLA for the logical fix (i.e., within six clock hours of a fault being registered with Connexus), but as Connexus is wholly reliant on the Customer or the Customer's third party support provider, Connexus shall not be bound by such timescale and no Service Credits shall apply. Similarly, Connexus will endeavour to

confirm to the SLA for resolving all physical line faults (i.e., within 24 to 48 hours), but Connexus shall not be bound by such timescale and no Service Credits shall apply.

- 2.37 The demarcation point for Connexus's unmanaged, wires only services is the tail circuit carrier's NTE
- 2.38 The Customer may be required to provide detailed diagnostics from the CPE
- 2.39 Wires only Internet services are only available for single Fibre Ethernet circuits. ADSL backup or Fibre Ethernet failover services are not available as wires only Services.
- 2.40 It is the Customer's sole responsibility to report a potential fault to the Connexus helpdesk, as wires only services are not monitored by Connexus.

*Cancellation*

- 2.41 If the Customer cancels an order, and/or requests that an order already placed is significantly modified (including, but not limited to: changes of address; service type; Point of Presence or presentation), prior to the Service Commencement Date, then without prejudice to Connexus' other rights pursuant to the Contract, the Customer shall pay all costs incurred by Connexus as a result of such cancellation or modification. In addition to any third party costs incurred by Connexus in respect of the delivery or cancellation of the order, the Customer agrees to pay Connexus an administration charge of £350.00.