

Schedule 7 – MPLS VPN

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 MPLS based Wide Area Network services and associated data access circuits and internet bandwidth, as further described in Appendix A, and in each case as set out in the Order Form, for the Sites specified in the Order Form.

Prices payable for the Supplies

As set out in the Order Form.

Service Level Agreement

A. Service Levels

This section of the Schedule contains a set of specific service delivery targets and obligations which relate to the Service. Connexus measures Service Availability using two specific measures:

- a) The fault resolution measure governs the maximum amount of time taken to restore from an individual Service Failure;
- b) The Service uptime measure governs the total aggregate Service Failures over the measured period.

B. Fault Resolution

The fault resolution measures apply to incidents which represent a Service Failure as defined in the relevant service level agreement (**SLA**). The duration of a Service Failure and related target maximum Resolution Time is measured, during Contracted Hours, from the point at which the Customer or Connexus register the fault within Connexus's ticketing system, to the point at which Service Failure is no longer present as determined by the Service Availability Test within the relevant SLA.

C. Fault Response and Resolution

Connexus shall endeavour to respond to and resolve Service Failure within the Response Time and the target Resolution Times stated in Appendix B. If it is identified during fault investigation that due to circumstances beyond Connexus's control, restoration times will exceed the stated target Resolution Time, the Customer will be notified.

D. Service Availability

D1. Connexus shall endeavour to provide Service Availability as stated in Appendix B.

D2. *Site Service Availability Test*

A Site is deemed to be available under the terms of this Schedule when Customer Premises Equipment (**CPE**) is under supervision of the Connexus network management systems and IP communication can be confirmed by periodic ICMP pings from the Connexus Core Network to the CPE returning a successful result. Failure of CPE to respond to three (3) consecutive ICMP pings will constitute a loss of Service Availability.

In all resiliency scenarios, the Site is considered to be available providing that communication is operative, regardless of whether one of the access circuits has a problem. If a Site is operating via its backup access circuit, even if less traffic is being processed than normal (as will be the case with certain resiliency options) this does not constitute downtime.

D3. Specific conditions apply where a backup service is provided for use solely in the event that a primary service fails, for example a DSL access circuit provided to ensure

continued connectivity in the event of the failure of a primary leased line access circuit. In this scenario, the service level guarantees are only applicable to the backup service when the primary service is in a failed state, and thus the backup service assumes the primary role. The service guarantees that apply under these conditions are those stated within the SLA for the backup service and not the primary service.

- D4. In calculating actual Service Availability for the Service in respect of any Quarter, there shall be disregarded:
 - (a) any downtime during notified Planned Maintenance and any Stalled Time for Service Failures in the relevant Quarter;
 - (b) Service Failures arising as a result of Exempted Failures.
- D5. The aggregate Service Availability shall be calculated each Quarter. Where the term of the Service is for only part of Quarter, the calculations will be computed on a pro-rata basis, based on complete calendar months.
- D6. Connexus's determination of Service Availability shall be (in the absence of manifest error) final and binding on the Customer and no such report or other document produced by any other party shall be used to calculate or prove the level of Service Availability or Service Credits due to the Customer.
- D7. Under normal circumstances Connexus will aim to give the Customer at least five Business Days' notice of planned maintenance work.

E. Service Performance

Connexus measures service performance using a range of specific measures. The relativity of these varies per Service element as detailed in Appendix B. The portfolio of measures, and how they are calculated, are detailed below.

E.1 Latency

Latency is defined as the round trip time (**RTT**), where this is the average time that it takes for a packet to travel from the core network across the provided network circuit. The measurement is taken as a monthly average of individual sample polls over a short period of time. Any packets which exceed the bandwidth restrictions of the provided circuit will be discarded.

E.2 Network Jitter

Network jitter is defined as the variation of latency and is only meaningful and measured for real-time traffic. Therefore, jitter measures will typically only be provided on quality-of-service (**QoS**) enabled services. Any packets which exceed the bandwidth restrictions of the provided circuit will be discarded. The jitter rate is calculated as an average of all measurements over a calendar month.

E.3 Packet Loss

Packet loss is defined as the percentage of packets that do not successfully traverse the provided network circuit. Packet loss is measured by sending a stream of test packets at regular short intervals, and recording the success of their delivery. The percentage packet loss is calculated each calendar month. Any packets which exceed the bandwidth restrictions of the provided circuit will be discarded.

F. Service Credits

F1. Should Connexus fail to achieve the target Service Availability, Service Credits are available to the Customer according to the following matrices:

Leased Line / EFM (Single Router) or Internet Bandwidth (Resilience Option 1)

Service Element % Availability (PER QUARTER)	Service Element Credit Days
99.0-99.8	2
97.0-98.9	4
95.0-96.9	8
90.0-94.9	11
Below 90	15

Leased Line / EFM (Backup & Dual Router) or Internet Bandwidth (Resilience Option 2)

Service Element % Availability (PER QUARTER)	Service Element Credit Days
99.5-99.99	2
99.0-99.5	3
97.0-98.9	7
95.0-96.9	10
90.0-94.9	14
Below 90	18

F2. Should Connexus fail to achieve the service performance targets in respect of latency, jitter or packet loss as set out in Appendix B, Service Credits are available to the Customer according to the following matrix. Where both jitter and latency fail, only one applicable Service credit will be payable:

%age of target service element performance (PER MONTH)	Service Element Credit Days
90.0-94.9	2
Below 90%	4

F3. Should Connexus fail to achieve the target maximum Resolution Time (as stated in Appendix B), Service Credits are available to the Customer according to the following matrix:

Number of full Contracted Hours by which Connexus fails to resolve the Service Failure, over and above the Service target Resolution Time	Service Element Credit Days
1 to 10 hours inclusive	2
Over 10 hours	4

G. Service Level Exclusions

The above Service levels and availability of Service Credits shall not apply if any of the following conditions are, in the sole opinion of Connexus, deemed to contribute either wholly or partly to a failure to achieve the stated target:

- (a) failure during any period of Planned Maintenance or Service change which has been communicated to the Customer by Connexus in advance of such work commencing;
- (b) failure during any period of emergency Service interruption;
- (c) a failure of, or fault of, equipment not covered by the defined Service;
- (d) the Service being intentionally terminated or suspended by Connexus where it is entitled to do so under the Contract;
- (e) a failure of the Customer to allow Connexus sufficient access to any Connexus Equipment and/or Customer owned equipment upon being requested to do so by Connexus or a Connexus Third Party Service Provider;
- (f) the Customer failing to operate the Service in accordance with the Services Agreement;
- (g) the Customer failing to implement any reasonable and clear instructions issued by Connexus in relation to the Service from time to time;
- (h) a Force Majeure Event as defined in the Conditions;
- (i) where Connexus has suspended the Service pursuant to the Conditions;
- (j) where delivery of the Service may result in a potential safety hazard to Customer or third party personnel;
- (k) failure of the Customer to provide contact details for a member of its staff with whom Connexus can liaise, during Contracted Hours, for the period of service delivery / service failure;
- (l) failure due to any form of Denial of Service attack;
- (m) failure of the Customer to comply with the stated Connexus procedures for the reporting of incidents and for requesting changes to the Service, as such procedures are specified in the Contract (including this Schedule) or notified by Connexus to the Customer from time to time; or
- (n) through no fault of its own, Connexus is unable to obtain any necessary permissions or consents required in connection with the performance of a particular Service Level.

H. Making a Claim

H.1 The Customer must claim Service Credits by submitting any claim in writing to Connexus's finance department within thirty (30) days of the end of the period within which the right to a Service credit arose. In order that Connexus may assess the claim, such a claim should include all relevant dates, times and trouble ticket references. Failure to submit a claim in accordance with these terms shall result in the Customer's right to claim such Service Credits being forfeited.

- H.2 At the end of each year following the activation date (and on each anniversary thereafter), a credit note will be issued for the total Service Credits payable which have accumulated over the previous four (4) Quarters.
- H.3 All valid claims will be settled by the issue of a credit note. Any unreimbursed Service Credits at the end of the Contract will be repaid by Connexus.
- H.4 Connexus's determination of availability and amount of Service Credits shall be (in the absence of manifest error) final.
- H.5 Where a single incident results in Service Credits being available to the Customer under multiple service level commitments, Connexus shall only be liable for the Service Credits stated within one of the respective SLAs. The Customer will be able to nominate the SLA under which it wishes to make the claim.
- H.6 Total Service Credits in respect of a Service within any one calendar year will not exceed 25% of the total Charges for that Service for that year.
- H.7 Total Service Credits available to the Customer in respect of a Service within any one month will not exceed the total charges for that Service for that month.

Software licences

None.

Special Conditions

1. Definitions

The following definitions apply in this Schedule:

Defined Term	Meaning
Contracted Hours	The hours during which Connexus will endeavour to respond to and resolve faults as specified in Appendix B. The Contracted Hours are specified in the Order Form.
Denial of Service Attack	Any unauthorised attempt by one or more persons to exploit known vulnerabilities to gain access to systems leading to the suspicion of intent to launch further attacks. This definition also includes computer borne viruses and hacking activities.
Core Network	The telecommunications network, which is comprised of all equipment within each active Point of Presence (PoP), all wiring within each active PoP, and all data circuits between active PoPs. The core network does not include equipment located at the Customer's premises (whether or not provided by Connexus), data / telephone circuits or networks between a PoP and Customer's location, inactive PoPs, or any networks, network equipment, or telephone circuits not owned or controlled by Connexus.
Connexus Equipment	Equipment (including any software on it) which is used by Connexus to provide the Services (whether remotely or on any Site) the ownership of which vests with Connexus, its affiliates or its Third Party Service providers or other suppliers.
Exempted Failure	A failure of the Customer's own network or equipment or any other network (including but not limited to the Internet) or equipment outside Connexus's network, or any of the other matters listed in section G of this Schedule.
Internet Service Availability	The ability of the Customer to reach, via any available route through the internet, one or more site(s) on the internet / world wide web as shall be monitored / tested from time to time by Connexus by such methods as Connexus shall at its sole discretion from time to time decide.

IP Address	An internet protocol address.
MPLS	Multi Protocol Label Switching, which is a routing technique that directs data from one node (network distribution point or communication end point) based on short path labels instead of long networking addresses, avoiding complex routing table look-ups and speeding traffic flows.
MPLS Network	The MPLS network.
MPLS VPN	A range of methods using MPLS to create a VPN, which provide a flexible method to transport and route several types of network traffic using an MPLS backbone.
Planned Maintenance	A period of time during which Connexus or an affiliate, agent or third-party sub-contractor is performing planned activities on a component which may impact on Service Availability and this has been communicated in advance to the Customer.
Point of Presence (PoP)	a location on the MPLS network where Customer tail services can be terminated.
Premium Care	An additional, chargeable service that prioritises faults and fix times for broadband and PSTN Third Party Services.
Products	The routers and / or other equipment used by Connexus to provide the Service which the Customer will purchase from Connexus, as specifically detailed in the Order Form.
Quarter	Three successive calendar months or, if a Service commences or terminates or expires part way through a calendar month, the relevant part thereof.
Resolution Time	The elapsed time, during Contracted Hours, between a report of a Service Failure or support request being received by Connexus, to the time when that Service Failure or support request is resolved.
Response Time	The elapsed time, during Contracted Hours, between a report of a Service Failure or support request being received by Connexus to the point where a Connexus agent, employee or representative is actively involved in resolving the call.
RIPE Address	IP Address(es) obtained directly from RIPE NCC.
RIPE NCC	The Réseaux IP Européens Network Co-ordination Centre.
Service	The connectivity and bandwidth components to be provided by Connexus which are further described in Appendix A.
Service Availability	A time when the relevant Service Availability Test is met.
Service Availability Test	A quantifiable means by which the Service is deemed either available or unavailable. Where the Service is part of a high-availability configuration and incorporates failover to a backup Service (for example, a Leased Line with an ADSL backup circuit) the Service is deemed to be available if the backup Service successfully deploys on failure of the primary Service.
Service Failure	A period during which the Service fails to pass the stated Service Availability Test. The duration of a Service Failure is measured from the point at which the Customer or Connexus registers the fault within Connexus's ticketing system to the point at which Service Failure is no longer present as determined by the stated Service Availability Test.
Service Performance Test	A quantifiable means by which the Service is deemed to be performing within acceptable thresholds. Individual tests are defined for each specific technology component within the relevant SLA.
Site Availability	A Site is connected to the MPLS network and is

	receiving data.
SLA	An agreed level of service applicable to the Service as contained in this Schedule.
Stalled Time	Any period of time where Connexus (or a Third Party Services provider) are unable to progress any further with an outstanding request / ticket until a specific action has been performed by the Customer (for example, testing that a circuit is now operable, or ensuring power is available to Customer Premise Equipment).
Third Party Services	Any part of the Service which Connexus procures from a third party including access connection(s), and any third party hosting services, telecommunications services and / or equipment which Connexus uses in order to provide the Service.
VPN	The extension of a private network over a public network, enabling users to send and receive data across shared or public networks as if their computing devices were directly connected to the public network,

2. Support Service

2.1 Incident management:

- (a) Faults in respect of the Service are logged either as a result of monitoring alerts or on Customer request made to the Connexus service helpdesk.
- (b) The issue is entered into the Connexus support system as a Service request (**SR**). Each SR is assigned to an owner within the support group and the system maintains an audit trail of activities relating to it.
- (c) The SR is investigated by its owner. If the SR is not resolved then it continues to escalate within Connexus and it will be escalated to technical specialists where necessary. At any time if the Customer is not receiving timely updates it can escalate to the Connexus operations manager.
- (d) The Connexus support team will work remotely with the Customer via telephone and email to investigate an issue and to resolve it.
- (e) Where the origin of a fault is unclear, Connexus will assist the Customer in fault identification. If it is confirmed that the fault does not lie with Connexus or its agents, affiliates or Third Party Service providers, provision by Connexus of any assistance in resolving such fault is subject to charge at Connexus's then prevailing rates and no Service credit shall be available in respect of the fault in question.
- (f) The Customer is responsible for ensuring that the contact information for the Customer is accurately provided and accurately maintained.

2.2 Equipment support and maintenance:

- a) Connexus will provide corrective maintenance services for the Connexus Equipment in respect of faulty materials or workmanship. Such corrective maintenance services will include all repairs which, in the opinion of Connexus, may be reasonably necessary and, if required, the supply and fitting of replacement parts. Such replacement parts may be refurbished or reconditioned parts.
- b) If Connexus has identified a fault in the Equipment, a fault ticket will be automatically generated. Connexus will use all reasonable endeavours to investigate the matter and identify any faults. If, following such investigation, Connexus identifies a fault in any of the Connexus Equipment, it will notify the Customer and engage an engineer to attend or (as Connexus may decide) access remotely the relevant Site within the times specified in Appendix B.
- c) If the Customer has identified a fault in the Connexus Equipment, it must immediately notify Connexus in accordance with the notification procedures set out above. Following such notification, Connexus will use all reasonable endeavours to investigate the matter and identify any faults. If, following such investigation, Connexus identifies a fault in any of the Connexus Equipment, it will notify the Customer and engage an engineer to attend or (as Connexus may decide) access remotely the relevant Site within the times specified in Appendix B.
- d) If, during the course of the provision of such corrective maintenance services, Connexus removes parts from the Connexus Equipment and replaces them with replacement parts, the removed parts become the property of Connexus.
- e) If Connexus is unable to repair the Connexus Equipment on site, it will supply replacement Equipment which is a functional equivalent unit within the following 24 hours.
- f) If in the opinion of Connexus the maintenance service is required as the result of any misuse or neglect of, or accidental damage to the Connexus Equipment, or due to

the Customer not adhering to the provisions of the Contract, or other third party hardware related problems, Connexus reserves the right to make an additional charge at Connexus's current rates in force at that time.

- g) Connexus reserves the right to make an additional charge for a maintenance call to a system that has been moved to a new location and not installed by Connexus. This charge will be at Connexus's prevailing rates at that time.
- h) The Customer shall at its own expense give Connexus full access to the Connexus Equipment to enable Connexus to provide the services contemplated by this clause 2.2.
- i) Connexus shall have no obligation to provide maintenance services for the Connexus Equipment after termination or expiry of the term of the Service or the Contract or, in the case of Customer-owned Equipment subject to a service agreement with Connexus, after termination or expiry of that service agreement.

3. Exclusions from Service

Connexus shall not be obliged to provide the following services as part of the Service:

- (a) PCI compliance;
- (b) Other service requests that are not within the scope of the Service as expressly set out in this Schedule.

4. Additional Services

- 4.1 In addition to the Service, Connexus may (but shall not be obliged to) provide to the Customer against receipt of the Customer's separate Order Form, the Additional Services.
- 4.2 In the event that the parties agree from time to time during the Initial Term to amend the Contract to add additional Sites in respect of which the Service will be provided or otherwise to expand the scope of the Service, unless otherwise agreed to by the parties in writing, any such additional services shall become subject to the Contract including this Schedule. The Customer shall pay any additional amounts due by way of charges for any such Additional Services at and from the relevant activation date in respect of such Services.

5. Term and Termination

- 5.1 Subject to early termination of the Service pursuant to the Conditions, the term of the Service shall commence on the activation date and the Service shall continue to be provided for the Initial Term (as defined in the Order Form) and thereafter, until terminated for convenience by either party giving to the other at least three (3) months' written notice to take effect on the date of expiry of the Initial Term or any anniversary thereof. This clause 5.1 takes precedence over any provisions to the contrary in the Conditions.
- 5.2 The period during which the Service is provided in respect of any additional Site(s) or any expansion of the scope of the system will be determined by agreement between Connexus and the Customer, and as specified on the relevant Order Form.
- 5.3 Connexus shall be able to terminate the Service forthwith if the Customer shall fail (for whatever reason) to pay any Service charges incurred and including, for the avoidance of doubt, failing to set up a direct debit to pay such charges where any such failure affects Connexus's ability to provide the Service (for example failing to pay BT for line rental on a broadband line).
- 5.4 Where the Service is terminated prior to the Initial Term (as defined in the Order Form) termination charges are payable by the Customer equal to the total outstanding rental charges payable for the remainder of the contract period.

6. Charges

- 6.1 The Customer acknowledges that any third party tail element of Third Party Services are subject to survey and as such the Charges detailed in the Order Form, for which the Customer is liable, may vary from those stated.
- 6.2 Unless otherwise agreed, the price quoted by Connexus is inclusive of packaging and carriage.
- 6.3 Until Connexus has been paid in full for any Equipment, the Equipment will remain the property of Connexus. If the Customer fails to make any payment to Connexus by the due date for such payment, without prejudice to its other rights and remedies (whether arising under the Contract or otherwise) Connexus shall be entitled to exercise a general and particular lien over such of the Equipment (or any other equipment) as shall belong to the Customer in its possession or under its control until such payment has been made in full.

7. Customer obligations

7.1 The Customer shall:

- 7.1.1 provide Connexus with such access to the Customer's network as Connexus shall at its sole discretion require to enable Connexus to carry out the Service, and the Customer hereby authorises Connexus to log-on to, monitor, and otherwise remotely access such network as is necessary. Connexus shall, in the course of obtaining such access, use all reasonable endeavours to fully secure the Customer's network. Where Connexus has used such reasonable endeavours to secure the Customer's network, Connexus shall not be liable to the Customer for any loss or damage suffered by the Customer as a result of Connexus accessing such network;
- 7.1.2 where Connexus or any of its affiliates or Third Party Service provider(s) require space and power provision at the Site(s) for termination equipment in order to provision the Service, the Customer shall provide to Connexus such space and power at the Site(s) as is reasonably required for this purpose, without charge, for the duration of the term of the Service;
- 7.1.3 provide Connexus (including the Contract Personnel) with any key or other means required for undoing any type of encryption where such undoing is reasonably necessary for the performance by Connexus of its obligations under the Contract, and the Customer hereby consents to such disclosure;
- 7.1.4 take care of the Connexus Equipment and operate it in a suitable environment as recommended by the manufacturers of the Equipment;
- 7.1.5 operate the Connexus Equipment with a suitable, stable power supply free from surges and fluctuations as recommended by the manufacturers of the Equipment;
- 7.1.6 operate and use the Service in accordance with the instructions of Connexus and Connexus's guidelines or any third party guidelines as may be relevant and as Connexus may communicate to the Customer from time to time;
- 7.1.7 hold, at all relevant times for the duration of the Contract, all appropriate licences to operate telecommunications systems and equipment which are connected to any Connexus Equipment and the Customer shall ensure that both it and its end users will not use the Service in a way which is likely to lead to any breach of the provisions of any licence held by Connexus or the Customer;
- 7.1.8 be responsible for ensuring that all security access codes issued by Connexus to the Customer will be held in a secure environment to prevent unauthorised access to these codes. Any unauthorised access to the network as a result of the Customer's failure to comply with its obligations in this clause will be the responsibility of the Customer and the Customer will indemnify Connexus and hold it harmless against any costs, expenses and liabilities incurred by Connexus as a result of such unauthorised access;
- 7.1.9 be responsible for contracting and managing all the originating and terminating minutes for its services with its chosen PSTN carrier supplier. In the event that Connexus does not have an interconnect arrangement with the Customer's chosen supplier, the Customer will be responsible for any costs incurred by Connexus in setting up this interconnect. The Customer shall be responsible for managing and paying for all number sub-allocation, number porting, minutes and any other charges with its PSTN carrier supplier; and
- 7.1.10 provide Connexus with the names and e-mail addresses of all persons who are authorised to issue instructions to Connexus using the online portal ticketing system and where any of those persons cease to be so authorised, to notify Connexus as soon as possible.

7.2 *Disconnection of Network Equipment*

Connexus retains the right to disconnect equipment from the Connexus network should that equipment be considered a risk to other users of Connexus services and / or the Connexus Core Network, for example where the equipment is suspected of being involved in the broadcast of malicious traffic (such as network-borne viruses or the launching of Denial-Of-Service Attacks).

In all cases Connexus will contact the Customer as soon as practically possible in such an event.

7.3 *Quality of Service Access Circuits*

Where a circuit is specified as supporting quality of service (**QoS**), Connexus commits to configure the respective IP precedence settings in consultation with the Customer. Connexus utilises industry-acknowledged techniques for applying such settings, typically based around a

combination of source IP address, target IP address, and TCP / IP port number.

The ability to map specific application traffic to these classifications is largely dependent upon how the application itself communicates at a network layer. Except in cases where Connexus is also providing the managed application, Connexus has no control over this application mapping and hence cannot guarantee that all applications will operate within the QoS-enabled framework. The Customer is responsible for validating such inter-operability.

8. Internet Bandwidth

Connexus will provide, as an optional addition to the Service, guaranteed, resilient, aggregated internet bandwidth, available to all Sites comprising the Service.

Bandwidth is delivered in increments of 10Mb between 10Mb and 100Mb and increments of 50Mb above 100Mb.

8.1 *Internet – Resilience Option 1*

Connexus will provide connectivity to a single security appliance with resilient Tier-1 routes available from the Connexus Core Network to the internet. Optionally, Connexus will provide a fully managed security appliance as a component of the Service. The availability SLA will apply in either case, whether the appliance is supplied and managed by Connexus or the Customer.

8.2 *Internet – Resilience Option 2*

Connexus will provide connectivity to dual security appliances, located within geographically diverse Connexus PoPs and configured in high availability mode, with resilient Tier-1 routes available to each appliance from the Connexus Core Network to the internet. Optionally, Connexus will provide fully managed security appliances as a component of the Service. The enhanced availability SLA available for resilience option 2 will apply only in the case where the appliance is supplied and managed by Connexus.

8.3 *Public IP Addressing*

Connexus will allocate a public IP address range of a size adequate to satisfy any specific Customer requirements. Any requirement incurring an allocating requirement in excess of eight (8) addresses may be subject to additional justification by the Customer.

All IP Address allocations are provided in accordance with the Customer Responsibilities stated in Appendix C.

8.4 *Additional Services*

Internet bandwidth can be protected from malicious attack either by a Customer supplied and managed appliance or by a unified threat management appliance supplied, managed and supported by Connexus, comprising Connexus's managed security service.

9. The Products

9.1 Connexus hereby disclaims all warranties implied, statutory or otherwise with respect to the Products and all components and elements thereof, including but not limited to implied warranties of merchantability and fitness for particular purpose.

9.2 Except as provided in clause 2.2 (Equipment Support and Maintenance), Connexus shall have no liability to the Customer in respect of the Products.

9.3 Title to the Products shall not pass to the Customer until Connexus has received payment in full of all charges due to Connexus under the relevant Contract (whether for Products or Services) for the period to the end of the applicable Initial Term.

9.4 Without prejudice to the Customer's other obligations under the Contract (including its obligations as set out in clause 7 of this Schedule), until title to the Products has passed to the Customer, the Customer shall:

9.4.1 hold the Products on a fiduciary basis as Connexus's bailee;

9.4.2 store the Products separately from all other equipment held by the Customer so that they remain readily identifiable as Connexus's property;

9.4.3 not remove, deface or obscure any identifying mark on or relating to the Products;

9.4.4 take care of the Products and operate them in a suitable environment as recommended by the

manufacturers of the Products;

- 9.4.5 keep the Products insured against all risks for their full price on Connexus's behalf from the date of delivery;
- 9.5 If before title to the Products passes to the Customer the Customer becomes the subject of an insolvency event or Connexus reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, and without limiting any other right or remedy Connexus may have, Connexus may at any time require the Customer to deliver up the Products and, if the Customer fails to do so promptly, enter any premises of the Customer, end user or of any third party where the Products are kept in order to recover them.

10. Limitation of liability

- 10.1 Connexus shall use all reasonable endeavours to ensure that there is no breach of security to the MPLS network (including, but not limited to, virus, Trojan horse, worm, data compromise, hacking or Denial of Service Attack) but, where such reasonable endeavours have been used, Connexus shall not be liable to the Customer for any loss or damage suffered by the Customer due to any such breach of security.
- 10.2 Connexus makes no warranty or representation with regard to the cost, duration or number of telephone calls or data transfers made from or by or to the Customer-owned equipment following the installation of the equipment and accordingly Connexus shall not be liable for any liability, loss or damage suffered or incurred by the Customer as a result of the number or duration of such calls or transfers which shall (for the avoidance of doubt) be the sole responsibility of the Customer. Connexus recommends that the Customer requests interim bills in respect of telephone calls and data transfers made by the Customer-owned equipment from its telecom provider for the first four weeks following installation and liaises with the telecom provider to ascertain the likely levels of the charges to be made in respect of such calls.

11. Requests for Services

Without prejudice to anything to the contrary in the change management process, where the Customer requires additional volumes of the Services, Connexus shall use all reasonable endeavours to:

- (a) acknowledge receipt of any request for Services within 24 hours of receipt of the request;
- (b) review the request within 48 hours of receipt of the request; (c) schedule the request within 72 hours of receipt of the request;
- (c) commence provision of the Services within 48 hours of scheduling the request.

APPENDIX A – Service Description

The following components may comprise the Service:

- Managed, private MPLS connectivity services, which may comprise 3G / 4G mobile, satellite, ADSL, Fibre to the Cabinet (**FTTC**), Fibre to the Premises (**FTTP**), Ethernet over Copper (**EFM**) and Ethernet over Fibre (leased line) connectivity to the Site(s);
- Managed, resilient internet bandwidth providing aggregated internet across all Sites comprising the Service;
- Network monitoring;
- Online network performance and availability reporting;
- Customer Premise Equipment (**CPE**) supply, monitoring, support and management.

APPENDIX B – Service Level Agreement

Service	Response Time*	Target Resolution*	Availability (Per Quarter)	Latency	Packet Loss	Jitter
3G	1 Hour	N/A	N/A	N/A	N/A	N/A
Broadband	1 Hour	48 Hours (DSL Standard) 12 Hours (DSL Premium)	N/A	N/A	N/A	N/A
MPLS Leased Line & EFM (Single Router)	30 Minutes	6 Hours	99.8%	60ms	0.8%	30ms
Internet Bandwidth (Resilience Option 1)	30 Minutes	6 Hours	99.8%	N/A		
MPLS Leased Line & EFM (Backup & Dual Router)	30 Minutes	6 Hours	99.99%	60ms	0.8%	30ms
Internet Bandwidth (Resilience Option 2)	30 Minutes	6 Hours	99.99%	N/A	N/A	N/A

*Within contracted support hours.

APPENDIX C – OBLIGATIONS IN RESPECT OF IP ADDRESSES

OBLIGATIONS IN RESPECT OF PUBLIC IP ADDRESSES

If the Customer is allocated a Public IP address, then the following will apply:

- The Customer acknowledges that IP Addresses are in increasingly short supply and that it is only proper for Connexus to monitor and manage how to distribute them;
- There an IP Address is to be provided, the Customer will agree, in writing with Connexus, a timeframe during which the allocated range of Connexus IP Addresses will be put into operational use, which in any event shall not exceed 12 months;
- The Customer irrevocably agrees that a Connexus IP Address will be forfeited and returned by default to Connexus, without compensation or reimbursement, upon the happening of any one or more of the following events:
 - the Customer cannot be contacted;
 - the Customer fails to make use of its assigned IP Address range in accordance with the pre-agreed business plan and timeframe;
 - the Customer fails to pay on the due date the fees due to be paid to Connexus.

RELEASE OF IP ADDRESSES

- The Customer acknowledges and agrees that details of the Customer's name, address and assigned IP Addresses may be released to law enforcement agencies upon production of valid notices and / or to third parties upon service of a valid disclosure notice issued by a court of competent jurisdiction.
- The Customer acknowledges and agrees that details of the Customer's name, address,

telephone and fax numbers together with email address(es) and assigned IP Addresses may be released to the RIPE NCC to ensure that both Connexus and the Customer fulfil their obligations under prevailing RIPE policies and that such data may be published in whole or in part in the RIPE WHOIS database.