SERVICE SCHEDULE

IP TRANSIT

This is a Service Schedule as defined in the Conditions. Where the Services set out in this Service Schedule form part of the Services to be supplied under a Contract (as defined in the Conditions), this Service Schedule forms part of the Contract.

In this Service Schedule, references to Clauses are to Clauses of the Conditions, and references to paragraphs are to the paragraphs of (i) this Service Schedule or (ii) whichever other document is specifically referred to.

1 Additional Definitions

In this Service Schedule, references to Clauses are to Clauses of the Conditions, and references to paragraphs are to the paragraphs of (i) this Service Schedule or (ii) whichever other document is specifically referred to.

1.1 **"Core Network"** – the Supplier's Core Network represents the central part of the network responsible for data transfer in and out of the Supplier's facilities and to and from the internet.

1.2 **"IP"** – Internet Protocol. This is the protocol over which the vast majority of services the internet provides run.

1.3 **"IP Address"** - An Internet Protocol address which is used to uniquely reference an endpoint on a particular network. By virtue of the internet itself being one single global network, IP addresses on it must be unique and are therefore controlled by addressing authorities and are assigned to specific organisations. Private networks, either separate or connected via network address translation, have their own IP addressing and are not subject to such control. Because of this, IP Addresses on the Internet are often referred to as "Public IP Addresses" with those on private networks being "Private IP Addresses."

1.4 **"BGP"** – Border Gateway Protocol. This is a primary protocol used in the exchange of routing information on the internet. BGP arrangements between networks allow "announcements" of the locations of IP addresses and are used to control routing of data packets around the internet.

2 IP Transit – Service Scope and Description

2.1 IP Transit Services provide connectivity into the Customer's IT systems hosted within the Supplier's data centre.

2.2 IP Transit Services are provided to the Customer for so long as the Contract remains in force in accordance with the terms of this Contract and the Supplier's AUP, security and access policies and procedures.

2.3 IP Transit Services are subject to payment by the Customer of the Supplier's Charges for installation and support Services, where appropriate, calculated at its rates as set out in the Order Form or as subsequently agreed between the parties from time to time.

2.4 IP Transit services are provided to the Customer on a managed basis in a fixed configuration.

2.5 The Customer confirms that it has considered and retains full responsibility for all scenarios relating to IP Transit conditions and functionality of each related or dependent service and that the Supplier has no responsibility for any failure of any of these related or dependent services.

2.6 The Customer accepts that there are risks inherent in internet connectivity and the Supplier does not warrant the performance or impact on Services of any internet connectivity issues where such bandwidth is not wholly provided by the Supplier.

2.7 The Supplier will provide the specified number of physical connections to the Internet (one for a Single Link service, two for a Resilient Link service) to the correct location within a Supplier facility, along with the specified amount of data transfer allowance which will be metered using the industry standard 95th percentile measurement.

2.8 Resilient links will be presented as active/passive failover pairs using HSRP/VRRP protocols to present a single gateway IP address on the active cable only. Optionally, with the BGP services, BGP protocol can be used instead of HSRP/VRRP to enable active/active connections subject to the Supplier's approval.

2.9 The Supplier will monitor the state of the physical link against the configured state and respond where there is a mismatch for example where a physical link is configured as active but is shown as down.

2.10 The Supplier is not responsible for any service component associated with the Customer connection to the IP Transit service which is not provided or configured by the Supplier.

2.11 The Supplier will monitor the performance of the Supplier's Core Network to ensure that adequate bandwidth exists on all internal connections to provide the Customer with the throughput expected based on the physical port operating speed and minimal network latency. Where Customer physical ports are overloaded by the Customer's connected equipment the Supplier will investigate and notify the Customer.

2.12 The Supplier will diagnose connectivity issues with the Service within the bounds of the Supplier's network or managed Customer solutions, noting that such diagnosis halts at any Customer-managed equipment.

2.13 The Supplier will not provide a Class of Service or Quality of Service on the IP Transit service.

2.14 IP Addresses provided are subject to appropriate justification to the Supplier. The Supplier does not guarantee the availability of contiguous IP address spaces for expansion, i.e. it should not be assumed that a range of 32 IP addresses provisioned today can be easily expanded to include the next 32 addresses in the future. This is against policies we must uphold from the IP addressing authorities. Such reservations may be entertained for fixed periods where suitable justification is provided within the initial request for addressing.

2.15 Where the Order Form includes BGP Routing, the Supplier will announce via BGP the addressing assigned to the Customer's AS (Autonomous System) via the Pulsant AS and deliver the addressing via the IP Transit Service to the Customer's infrastructure.

2.16 The Supplier will not configure any connectivity protocols between the Supplier's network and equipment which is not managed by the Supplier.

3 Security

3.1 The Internet, by its very nature, is open and should be considered unsafe. The Supplier recommends in all cases that a fully capable firewall is employed as a perimeter security measure and the Supplier shall not be responsible for any such failure by the Customer to do so.

4 Service Levels

4.1 The Supplier will use its reasonable endeavours to deliver the following Response Times in respect of incidents as set out in the table below.

Event Priority	Definition	Service Hours	Response Time
P1	• Total loss of production service; or • A significant revenue, operational, or safety impact on the entire company; or • Service degraded, affecting the entire company	24/7/365	Within 15 minutes
P2	• Partial loss of service affecting the company; or • Service degraded, affecting multiple departments or a single site; or • There is the potential of significant revenue, operational, or safety impact to the company if not resolved quickly	24/7/365	Within 30 minutes
P3	• Service degraded, affecting non-production services; or • Loss of service affecting a single user	Business Hours	Within 1 Hour
P4	• Degraded service affecting a single user	Business Hours	Within 2 Hours
P5	• Request for information	Business Hours	Within 4 Hours

4.2 The Supplier will use its reasonable endeavours to deliver the following Service Levels in respect of the Services as set out in the table below.

Measure	Description	Value	Fee Credits
Service Hours	The hours during which the service and SLA is provided	24/7/365	
Availability: Single Link	% of the service hours during which service availability is guaranteed (excluding planned maintenance)	99.84%	Pro rata proportion of the Monthly Charges for any Non-Availability Period
Availability: Resilient Link	% of the service hours during which service availability is guaranteed (excluding planned maintenance)	100%	Pro rata proportion of the Monthly Charges for any Non-Availability Period

5 Fee Credits

5.1 Any Fee Credits which fall due to paragraph 4.2 above are payable subject to and in accordance with the terms contained in the Conditions.

5.2 A pro rata proportion shall be calculated according to the number of complete minutes in the relevant calendar month and the number of complete minutes of Non-Availability in that calendar month.

5.3 “Monthly Charge” means the recurring Charges for the relevant Services for the relevant calendar month, net of VAT.

5.4 “Non-Availability” means a period of time during which the relevant Service is unavailable in breach of the Availability Service Levels set out in paragraph 4.2 above.

5.5 "Availability" means the percentage of the Service hours during which Service availability is guaranteed, not including Planned Maintenance.

5.6 “Availability” refers to Availability of the IP Transit Service infrastructure only; loss of Service due to failure of any Customer equipment or any part of the internet beyond the Supplier’s control is specifically excluded.