

SERVICE SCHEDULE

PULSANT METRO CONNECT

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 the following words and expressions shall have the following meanings:

- 1.1 “PTO” — Public Telecommunications Operator, a third-party organisation licensed in the UK for the provision of telecommunications circuits.
- 1.2 “Redundant Routing” — A Service option which provides a second connection, physically distanced from the first and configured so that the second connection takes over operations in the rare case of a failure of the primary connection.

2 Metro Connect — Service Scope and Description

- 2.1 The Metro Connect Service provides the Customer with a point-to-point connection between the Customer’s own on-premise network and Customer infrastructure hosted in the Supplier’s data centre, whether that infrastructure is managed by the Supplier or managed by the Customer under a colocation agreement.
- 2.2 The Customer confirms that it has considered and accepts full responsibility for all scenarios relating to any failure conditions and functionality of each related or dependent service where those services are not provided by the Supplier.
- 2.3 The Metro Connect Service is provided to the Customer for so long as the Contract remains in force in accordance with the terms of the Contract and the Supplier’s acceptable use, security and access policies and procedures.
- 2.4 The Metro Connect Service is subject to payment by the Customer of the Supplier’s Charges for installation and support services, as set out in the Order Form or as subsequently agreed between the parties from time to time.
- 2.5 The Supplier will arrange the installation of a network circuit from the Customer’s premises to the Supplier’s data centre.
 - 2.5.1 The Supplier will arrange the provision of a second network circuit configured for Redundant Routing, if specified on the Oder Form.
 - 2.5.2 Where wayleaves to allow the installation of the line(s) are required from the Customer or their responsible parties, these should be made available to the Supplier in a timely fashion to avoid impact on the delivery date of the Service.
 - 2.5.3 All lead times or installation dates are provided in good faith and subject to wayleaves being granted by all responsible parties. Should these not be made available by the Customer in a timely fashion, then this may impact the delivery date of the Service.
- 2.6 The Supplier will Install appropriate equipment to allow use of the network with any existing or proposed Customer network, except where it has been agreed that the Customer’s own equipment will be used.
 - 2.6.1 Any supplied equipment will remain at all times the property of the Supplier and/or any third-party PTO involved in the provision of the network.
 - 2.6.2 The Customer will provide appropriate space with suitable environmental conditions on the Customer premises for the location of any supplied network equipment, including provision of an appropriate, reliable power supply.
 - 2.6.3 The Customer will treat any supplied network equipment with due care, in accordance with good industry practice and the terms of the Contract.

- 2.6.4 Should the installation location not be in a suitable condition at the time of installation as required by the Supplier and any relevant third parties, or unavailable for access by said parties at the time of installation, then the Customer may be liable to Charges for additional site visits and installation costs.
- 2.7 The Customer will supply the exact installation address and specific location (referencing room and location within that room where that level of specificity is reasonably required by the Supplier) for provided equipment. Any change to these details subsequent to the Contract being signed by both parties may result in additional Charges at the Supplier's prevailing rates from time to time, for which the Customer will be liable.
- 2.8 The Supplier will provide cabling from the PTO termination point in the data centre to the Customer's collocated racks or managed infrastructure.
- 2.9 While the Contract remains in force, the Supplier will:
- 2.9.1 Resolve Service issues raised by the Customer, including liaising with third-party PTOs where necessary.
- 2.9.2 Manage the Service infrastructure so as to provide the contracted bandwidth and availability.
- 2.10 The Customer is responsible for:
- 2.10.1 Configuring any connectivity protocols between the Supplier's network and equipment which is not managed by the Supplier.
- 2.10.2 Installing and maintaining equipment to allow use of the Service with any existing or proposed Customer network, where it has been agreed that the Customer's own equipment will be used.
- 2.10.3 Ensuring that the use of the Service will comply with any reasonable written requirements notified by the Supplier, so as not to adversely affect any other networks or the use of the Supplier's network by the Supplier or any third party.
- 2.11 The Supplier will monitor the IP network interface to the Customer Equipment if the Supplier is provided with suitable access through firewalls or other devices. The Service Levels may only be upheld in the event that suitable monitoring is possible. By firewalling the Supplier monitoring tools, the Customer is explicitly relinquishing the rights to the relevant Service Levels.
- 2.12 The Supplier will use reasonable endeavours to deliver Services within the following lead times, on receipt of the signed Order Form together with payment of any relevant pro-forma invoices in accordance with the Terms:
- | | |
|---------------------------------------|--------------------------------|
| Metro Ethernet (not using a BT tail): | sixty two (62) Business Days |
| Metro Ethernet (using a BT tail): | sixty eight (68) Business Days |
- The Customer acknowledges and agrees that these lead times are target completion dates for handover, and may vary where there are physical or operational constraints including but not restricted to additional civil construction or digging required to complete the installation of the network.
- 3 Service Levels**
- 3.1 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 | <ul style="list-style-type: none"> 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 | <ul style="list-style-type: none"> 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 | <ul style="list-style-type: none"> Service degraded, affecting non-production services; or Loss of service affecting a single user | Business Hours | Within 1 Hour |
| P4 | <ul style="list-style-type: none"> Degraded service affecting a single user | Business Hours | Within 2 Hours |
| P5 | <ul style="list-style-type: none"> Request for information | Business Hours | Within 4 Hours |

3.2 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 line | % of the service hours during which Service Availability is guaranteed (excluding planned maintenance) | 99.87% | Pro rata proposition of the Monthly Charges for any Non-Availability Period |
| Availability, resilient solution with Redundant Routing | % of the service hours during which Service Availability is guaranteed (excluding planned maintenance) | 100% | Pro rata proposition of the Monthly Charges for any Non-Availability Period |

4 Fee Credits

4.1 Any Fee Credits which fall due to paragraph 3.2 above are payable subject to and in accordance with the terms contained in the Conditions.

4.1.1 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.

4.1.2 "Monthly Charges" means the recurring Charges for the relevant Services for the relevant calendar month, net of VAT.

4.1.3 "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 3.2 above.

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

4.1.5 "Availability" refers to Availability of the Metro Connect Service infrastructure only; loss of Service due to failure of any part of the Customer Equipment is specifically excluded.

4.1.6 In the case of any loss of Service resulting from the Customer failing to maintain on-premise equipment or environment in accordance with paragraphs 2.6.2 and 2.6.3, the Supplier reserves the right to suspend SLA and withhold Fee Credits.