

SERVICE SCHEDULE

OPTICAL 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 Optical Connect — Service Scope and Description

- 1.1 The Optical Connect Service provides the Customer with a dedicated point-to-point optical wave on the optical fibre network that connects the Supplier's data centres with each other and with the Supplier's Internet points of presence.
- 1.2 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.
- 1.3 The Optical 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.
- 1.4 The Optical 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.
- 1.5 The supplied Service will connect the Customer's infrastructure hosted in a Supplier-owned data centre with either infrastructure in another Supplier-owned data centre or with the Supplier's Internet point of presence in a third-party facility.
- 1.6 The data centres and/or Internet points of presence that will be connected by the Service will be as specified in the Order Form.
- 1.7 The Service will comprise a single optical wave. Should a diverse wave be required to provide full resilience, two independent waves must be purchased.
- 1.8 The scope of this Service is specifically limited to providing and maintaining a physical fibre and optical wave to connect the Customer's equipment in the Supplier's data centres and/or Internet points of presence; provision of or management of any connecting hardware is explicitly excluded from the Service.
- 1.9 The Customer may use any desired connecting infrastructure and networking protocols to interface with this Service; it is the Customer's responsibility to ensure that these are fit for purpose and compatible with the Service as supplied.
- 1.10 The Supplier will perform the following activities as part of this Service:
 - 1.10.1 Provide a single optical wave dedicated to the Customer, over a pre-existing fibre cable connecting two points.
 - 1.10.2 Guarantee dedicated bandwidth over each link to the contracted amount specified on the Order Form.
 - 1.10.3 Perform maintenance and repair of the fibre as required in order to maintain its physical integrity.
- 1.11 The Supplier will not, as part of this Service:
 - 1.11.1 Provide any network devices at the termination of the fibre cable at either end of the connection.
 - 1.11.2 Configure any connectivity protocols between the fibre and any network and equipment employed by the Customer at either end of the connection.
 - 1.11.3 Guarantee the network connection at any level beyond the physical integrity of the fibre cable.
- 1.12 The Customer is responsible for the following activities to ensure the correct set up and running of the Service:

1.12.1 Ensuring that their connecting devices are compatible with the fibre connectivity.

1.12.2 Ensuring that their networking protocols are capable of using the resiliency modes of any diverse routing.

1.13 In the case of any performance-affecting issue within the Customer's network, the Supplier's diagnostic efforts will halt at the Supplier providing reasonable proof that the issue is not caused by a physical failure of the fibre.

2 Service Levels

2.1 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

2.2 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	
Optical Connect — Single Wave	% 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
Optical Connect — Dual Resilient Wave	% 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

3 Fee Credits

3.1 Any Fee Credits which fall due to paragraph 2.2 above are payable subject to and in accordance with the terms contained in the Conditions.

3.1.1 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.

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

3.1.3 "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 2.2 above.

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

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