

## Enterprise Connectivity Terms and Conditions

### 1. How these Terms and Conditions work

1.1 These Terms and Conditions incorporate the Master Services Terms and Conditions (the "**MSTC**") which are available on our website at [www.outsourcing.co.uk](http://www.outsourcing.co.uk) and apply to the Enterprise Connectivity Services you have asked us to provide. Please see clause 1 of the MSTC for details of how the Order Form, MSTC and these Terms and Conditions work together to govern our provision of the Enterprise Connectivity Services to you.

1.2 Terms defined in the MSTC also apply to these Terms and Conditions and the defined terms below apply in these Terms and Conditions.

**"Enterprise Connectivity Services"** the enterprise business connectivity services which comprises the VPN Service and/or the Leased Line Service as specified in the relevant Order;

**"Leased Line Service"** the Leased Line Service as set out in Schedule 1;

**"VPN Service"** the virtual private network functionality specified in the Order Form.

### 2. What we will do

2.1 We will provide you with the Enterprise Connectivity Services. Subject to the terms of this Order, the Enterprise Connectivity Services shall be provided in accordance with the standard specifications and policies of our agents and sub-contractors and those of their suppliers (as amended from time to time).

2.2 We shall be entitled to decline to accept or delay acceptance of an Order, and notwithstanding our acceptance of an Order as contemplated by the MSTC, we shall be entitled to subsequently terminate an Order without Liability to you where:

- (a) any relevant agent or sub-contractor of ours or any of its suppliers does not consider that it has the necessary capacity or resources to provide the relevant services and/or will not increase such capacity or resources. We will however seek reassurance from such parties that they have the required capacity and resources before accepting any Order; or
- (b) we are advised by our any relevant agent or sub-contractor of ours that Business Connectivity Services cannot be provided for any reason.

2.3 We shall be entitled to temporarily suspend and take out of use any Enterprise Connectivity Services for operational purposes including:

- (a) updating and altering any content;
- (b) replacing, maintenance, repair and upgrade of any related systems and/or any services;
- (c) rectifying any unplanned malfunction, fault or damage;

- (d) dealing with any actual or suspected security breach, virus, or attack or any misuse by any person; and
  - (e) taking any other action that we reasonably consider necessary as a reasonable and prudent provider of Enterprise Connectivity Services.
- 2.4 We will use reasonable efforts to minimise any downtime, and to carry out Scheduled Maintenance during such times as end-user traffic is at its lowest.
- 2.5 In relation to any Scheduled Maintenance, we will use reasonable efforts to inform you at least 24 hours ahead.
- 2.6 In the circumstances referred to in this clause 2, we will have no Liability to you in relation to the suspension or taking out of use of the Enterprise Connectivity Services.
- 2.7 We shall be free to carry out emergency or urgent maintenance at any time to ensure the Enterprise Connectivity Services are continued to be supplied. We shall advise you if practicable prior to the conducting of any such emergency or urgent maintenance, or at least as soon as practicable after the completion of the emergency or urgent maintenance.

### 3. What you will do

- 3.1 You acknowledge and agree that:
- (a) Enterprise Connectivity Services cannot be provided in all circumstances, including for geographical, practical and/or technical reasons, whether relating to your premises, any local exchange or otherwise, which may not be discovered until late in setting up the relevant services;
  - (b) we are entitled to disclose to any governmental authorities or regulators any information relating to you and/or your usage of the Enterprise Connectivity Services, where required by law without notice to you; and
  - (c) your use of any third party software, applications or systems provided as part of the Enterprise Connectivity Services shall be subject to the standard terms of that third party.

### 4. Specific terms which apply for different Enterprise Connectivity Services

- 4.1 The following specific terms apply, depending which Enterprise Connectivity Services you have taken:

<b>Service taken</b>	<b>Specific Terms Applicable</b>
Leased Line Service only	Those at Schedule 1
VPN Service only	Those at Schedule 2
Leased Line Service and VPN Service	Those at Schedule 1 and those at Schedule 2

4.2 If you have taken Leased Line Service and the VPN service together, then if you have a right to cancel the Leased Line Service in accordance with clause 1.4 of Schedule 1, you will have the same right in relation to the VPN Service.

5. **General**

5.1 Clause 2.2 of these Terms and Conditions and paragraphs 1.4, 1.6 and 2.14 and 2.16 of Schedule 1 and paragraph 2.3 of Schedule 2 will continue to be in force even if this Order has terminated.

## Schedule 1 Leased Line Specific Terms

### 1. Definitions

#### 1.1 The defined terms below apply.

<b>"Customer Requirements Form"</b>	a document containing all your material requirements for your Leased Line Services, including the lines and back-up services (if any) you require, your contact details, building details, the required position of equipment, and connectivity requirements, that must be completed in order for us to provide the Leased Line Services you have requested;
<b>"Ethernet Circuit"</b>	a symmetric telecommunications line similar to a Leased Line but being generally a fibre based product to the point of entry into a building (except where the 'tail circuit' is provided as copper on an EFM technology) as specified on the relevant Order Form and/or Customer Requirements Form;
<b>"Firm Cost"</b>	bears the meaning set out in paragraph 1.3 of this Schedule;
<b>"Fully Managed Basis"</b>	we will provide the required telecommunications lines, together with any required backup line and the functionality to move to such backup line when required, together with routing, firewall and all other equipment necessary for you to use each relevant line;
<b>"Leased Line"</b>	a symmetric telecommunications line connecting two locations (otherwise known as a "leased line", "private circuit" or "data line") as specified on the relevant Order Form and or customer Requirements Form;
<b>"Leased Line Services"</b>	the provision of a dedicated telecommunications line connectivity solution comprising telecommunications lines, together with related equipment and services as specified on the relevant Order form and/or Customer Requirements Form;
<b>"Networked Basis"</b>	where the relevant telecommunications circuits are linked to our or our agents or sub-contractor's own network;
<b>"PSTN"</b>	the public switched telecommunications network local to your relevant premises (in the UK, a standard analogue line provided by BT PLC);
<b>"Service Availability"</b>	bears the meaning set out in paragraphs 2.3 of this Schedule;

- 1.2 In order to terminate any Order for Leased Line Services pursuant to clause 2.2 of the MSTC, you must give us at least 90 days prior written notice to expire on and not before the end of the Minimum Order Period or any Additional Order Period as applicable.

- 1.3 We will carry out a site visit in order to complete the Customer Requirements Form, to determine whether it is technically possible to provide the relevant Leased Line Service and to issue you with a confirmed cost for the provision of the relevant Leased Line Service (the "**Firm Cost**"). You acknowledge and agree that any prices provided by us for any part of the Leased Line Services prior to this site visit are estimates only and that the price may increase following the site visit for various reasons including if the distance to the carriers network is greater than we anticipated, construction requirements are greater than anticipated and other similar or related reasons.
- 1.4 If the Firm Cost is higher than the estimate on the Order Form we will notify you and you will have 3 Business Days to cancel the Order with no further charges. You can cancel the Order after this time period but you must pay all costs incurred by us as a result of such cancellation.
- 1.5 Our Leased Line Service shall be provided on a Fully Managed and Networked Basis
- 1.6 Where we suspend the Leased Line Service because of your breach and we then subsequently reconnect the Leased Line Services, you may be liable for a reasonable reconnection fee which shall be notified to you in advance.
2. **Service Levels**
- 2.1 We will use our reasonable endeavours to comply with the following service levels.
- 2.2 During active service, the service level is 99.9% Service Availability.
- 2.3 "**Service Availability**" is a measure of the relative amount of time a circuit is available for your use during a given calendar month. "**Service Unavailability**" is defined as any period for which the Leased Line Service is unavailable, and is measured from the time:
- (a) that you report Leased Line Service unavailability to us, and open a support ticket (you must obtain a reference number for your call – this is automatically given with email logged calls), until the time;
  - (b) that we advise you that the Leased Line Service is restored and operating in accordance with agreed specifications, and we close the support ticket. Any period of time during which a support ticket is kept open at your request following notification by us that the Leased Line Service has been restored, is not included in measuring the duration of a period of Service unavailability.
- 2.4 When circuit backup services are taken, then the service level is 99.99% Service Availability. We will provide a solution whereby should one circuit fail, then the backup circuit should be activated automatically within 10 minutes of the primary circuit failing. Should the secondary (backup) circuit fail to engage within 1 hour, then we will pay Service Credits as per the table and paragraph 2.7 below, but the Service Credits will apply to the rental values of both circuits.
- 2.5 If you take back up circuit services, should the primary circuit fail, and the backup service engage within 1 hour then we will only be liable for Service Credits on the primary line, as described in the table and paragraph 2.7 below but, subject to clauses 2.8 to 2.14.

- 2.6 In the event of Service Unavailability we will credit you in accordance with the following table:

<b>Total Service Unavailability per month</b>	<b>Service Credit</b>
Less than 1 hour	0% of Charges for the Leased Line Service for the month
1-6 hours	5% Charges for the Leased Line Service for the month
7-24 hours	10% Charges for the Leased Line Service for the month
25 hours and above	20% Charges for the Leased Line Service for the month

- 2.7 In no event will Service Credits in any calendar month exceed 100% of the total Charge payable by you for the Leased Line Service in that month.
- 2.8 As a condition of entitlement to Service Credits, you must cooperate with us in addressing any reported Leased Line Service problems.
- 2.9 Service Credits are applied only upon your written request, which must be submitted within 15 working days of a valid support call reporting the incident, and backed up by a reference number to support that claim. This can be submitted to our relevant staff by 1<sup>st</sup> class recorded mail or by email, [each addressed to Customer Services].
- 2.10 All approved Service Credits claimed by you for a given month will be totalled and applied to your next invoice for the Leased Line Service, or as promptly thereafter as is practical in the event of a dispute.
- 2.11 No Service Credits are available to newly installed Leased Line Services or to Leased Line Service reconfigurations requested you, until five business days after:
- (a) the later of the Activation Date for the Leased Line Service and the date on which the Leased Line Services are first used in a live environment; or
  - (b) completion of the Leased Line Service reconfiguration, as applicable.
- 2.12 The Service Levels above apply only in respect of Leased Line Service that is provisioned on our or our agent's or sub-contractor's network and, where applicable, to local access circuits provided by or on behalf us, or such agents and sub-contractors.
- 2.13 Exclusions: no Service Credit shall apply to the failure of the Leased Line Service to comply with a Service Level, or to any period of service unavailability, caused, in whole or part, by any of the following:

- (a) a failure of your own premises or Your Equipment;
- (b) a failure in local access facilities connecting you to our or any third party network;
- (c) any act or omission of you or any third party (including but not limited to, your agents, contractors or vendors), including, but not limited to:
  - (i) failing to provide us or our agents or sub-contractors with adequate access to facilities for testing;
  - (ii) failing to provide access to your premises as reasonably required by us (or our agents or sub-contractors) to enable us to comply with our obligations regarding the service;
  - (iii) failing to take any remedial action in relation to the Leased Line Service as recommended by us, or otherwise preventing us from doing so, or
  - (iv) any act or omission which causes us to be unable to meet any of the Service Levels;
- (d) your negligence or wilful misconduct, which may include your failure to follow agreed procedures;
- (e) any Scheduled Maintenance periods when customer has been informed of such maintenance, and emergency maintenance;
- (f) disconnection or suspension of the Leased Line Service by us pursuant to a right to do so under the MSTC or these Terms and Conditions;

2.14 The Service Credits will be your only remedy in respect of any unavailability of the Leased Line Services.

### 3. **What you will do**

3.1 You will:

- (a) co-operate in full with us in drawing up a fully completed Customer Requirements Form, including specifying in full your requirements in respect of the relevant Leased Line Services;
- (b) permit us to make one or more site visits to your premises during normal Business Hours as necessary to assess your requirements for the Leased Line Services and install and activate all relevant equipment and cabling, and give them complete access to your premises in order for them to do so; and
- (c) co-operate promptly and in full with all reasonable requests made by us.

3.2 We will typically be able to issue you with an expected Activation Date in respect of each line or circuit comprised in your Leased Line Services within 30 days of the date of receipt of your original Order Form.

3.3 Each Customer Requirements Form prepared in accordance with these Terms and Conditions shall form part of the relevant Order.

## Schedule 2 VPN Specific Terms

### 1. What we will do

1.1 We will provide the VPN Services in accordance with the Order.

### 2. Service Levels

2.1 We will use our reasonable endeavours to comply with the service levels set out in the table below.

2.2 The following service levels shall be measured over a 1 month period, from network ingress to network egress, not including third party network infrastructure:

Service Level	Service Credit
Less than 20m/s latency	10% of the aggregate line rental for that month
Less than 1% packet loss	10% of the aggregate line rental for that month
Less than 10m/s jitter for 99.9% of the time	10% of the aggregate line rental for that month
100% availability	5% of your monthly line rental for every 1 hour of downtime (downtime is defined as a total loss of service, not partial loss of service where traffic is redirected across a resilient or redundant infrastructure).

2.3 The Service Credits set out above will be your only remedy in respect of any issues relating to latency, packet loss, jitter or availability in relation to the VPN Service.