

SD-WAN Service Special Terms

Version 5

This document tells You about additional terms which apply to Our SD-WAN Service. These Special Terms, along with the terms set out in the Standard Terms and Conditions, explain exactly how We'll work with You. We've done Our best to cover everything, but if there's anything You'd like to check, just call Our Customer Services team on 0800 052 0800 or speak with Your account manager.

Any words capitalised in the Special Terms, Portal Terms of Use and Service Level Agreement that are not defined, have the meaning given to them under the Definitions in the Standard Terms and Conditions.

1 Definitions and interpreting this Special Terms and Portal Terms of Use

- 1.1 In these Special Terms, words and terms mean the same as they do in Our Standard Terms and Conditions unless these Special Terms give a different meaning. We reserve the right to update these terms and it is Your responsibility to check Our Website with respect to any changes. We will use all reasonable effort to inform You of any material change in writing or via Your account manager where applicable.

3rd Party Circuit - means any Internet connection or Circuit which You have procured directly from a telecoms supplier or carrier, who is not Virgin Media Business Limited and You are responsible for payment of all associated costs in connection with such 3rd Party Circuit, SIM or other equipment.

Acceptable Use Policy means the instructions given by Us from time to time relating to use of the Portal (whether on paper, Our Website or on such other website as may be advised by Us).

ADSL or Asymmetric Digital Subscriber Line means a legacy circuit based solely on copper technologies (which has subsequently been superseded by a SOADSL Service).

Advanced Installation has the meaning given to it in Appendix 4 – Installation Types.

Analytics Portal means an application which provide reporting and insights into Your network, which may be made available to You from time to time (as further set out in Appendix 1 - Portal Terms of Use) as a hosted service on the Internet.

Availability means a Site can exchange traffic with any part of Your VPN and the Internet.

BT means British Telecommunications Plc.

Call Admission Control means a system that manages voice network traffic to ensure quality of service by controlling new calls based on available resources.

CPE or Customer Premises Equipment means the equipment that We provide to You for use on Your premises with this Service, which may be Equipment or Purchased Equipment.

Circuit means the connection over which the Service is provided, which consists of a physically wired or

cabled connection and/or, for Wireless Data, a Wireless Connection. For the avoidance of doubt, all circuit types defined here are provided by Us, with the exception of 3rd Party Circuits as defined above.

Configuration Information means information relating to Circuit, including any 3rd Party Circuit, or Customer Infrastructure that We need to configure the SD-WAN Service.

Concerto Portal means the self-management platform enabling network configuration changes to the SD-WAN Service (as further set out in Appendix 1 - Portal Terms of Use).

Console Portal means the self-service application available to customers, to enable them to apply site specific or network wide changes to their SD-WAN service, which may be made available to You from time to time (as further set out in Appendix 1 - Portal Terms of Use) as a hosted service on the Internet.

Cookie Policy means Our cookie policy which can be found at <https://www.virginmediabusiness.co.uk/legal/cookies/>

CPS or Carrier Pre-Select means a service that lets you make calls over our network where Your offices are outside the area our network covers.

Customer Content means any information, data or content uploaded to the Portal(s) by You, Users or by Us for or on behalf of You or Users.

Customer Infrastructure means any Your Apparatus, devices, network, system(s), software, hardware or other equipment owned, controlled or operated by You, or provided to You by any third party other than Us, and whether or not used in connection with any Service.

End User means the ultimate person using the SD-WAN Service.

Excused Outage means any Fault caused by:

- a) Your network or system, or any part of it; or
- b) a fault in, or any problem associated with, equipment connected on Your side of the Our Network Termination Point; or
- c) Your acts or omissions; or
- d) Your breach of the Agreement; or
- e) Your failure or delay in complying with Our reasonable instructions; or

- f) any refusal to allow Us, Our employees, agents or subcontractors to enter into the relevant premises to diagnose or remedy any Fault; or
- g) a event outside Yours or Our control as set out in clause 20 of the Standard Terms and Conditions; or
- h) a Planned Outage; or
- i) an act or omission of any third party which is beyond Our reasonable control which shall include, without limitation, a fibre cut; or
- j) the mobile operator network element of a Circuit used for Wireless Data being degraded, unavailable or unable to carry traffic.

For avoidance of doubt, You and Your shall include Your employees, subcontractors and agents.

Equipment means equipment purchased by You from Us under the Agreement which may be used in the provision of the Services, as detailed in the Order Form or other document agreed between the parties from time to time;

Fault means a fault, outage or Site downtime (other than a Planned Outage or an Excused Outage) resulting in a total loss of Service at a Site where a Site is unable to transmit or receive data to or from other Sites via the Service, or where it is not possible to transmit internet data in one or both directions and which has been reported to Us in accordance with standard fault reporting procedures.

Fault Report means the report of a Fault either by You or Us that has been recorded on the call record at Our Business Technical Support Centre in accordance with standard Fault reporting procedures.

FTTC or Fibre To The Cabinet means a legacy circuit based on a combination of fibre optic and copper technologies (which has been superseded by a SOGEA Service).

FTTP Service or Fibre To The Premise Service means a Circuit based solely on fibre optic technologies.

HFC or Hybrid Fibre-Coax means a Circuit using hybrid fibre coaxial cable.

Hosted Service Gateway means the network infrastructure offered to You as a hosted service provided by Us which facilitates the interoperability and communication between sites connected on IPVPN and/or SD-WAN Service.

IPVPN means internet protocol virtual private network.

LAN means local area network.

Local Service Gateway means devices hosted in Your sites which facilitate the interoperability and communications between sites connected on IPVPN and/or SD-WAN.

NGFW or Next-Generation Firewalls means the deep-packet inspection firewalls that move beyond port/protocol inspection and blocking to add application-level inspection, intrusion prevention, and bringing intelligence from outside the firewall.

NTE means the network termination equipment used for providing the Service.

NTE5C means the handoff point from BT where BT is used as the 3rd party circuit provider of SOADLS Service or SOGEA Service.

Network Termination Point means a point that marks the boundary of the Service. This is the LAN port on the CPE We use at Your Site or the vCPE on the Public Cloud Service to provide the SD-WAN Service. We will have no liability for any equipment beyond the Network Termination Point.

Offending Material means material, data, images or information which is: (a) defamatory, inaccurate, indecent, abusive, obscene, menacing or otherwise offensive; or (b) in breach of confidence, copyright or other Intellectual Property Right, privacy or any other right of any third party; or (c) in contravention of any law, regulation, code of practice or acceptable use policy, including without limitation the Computer Misuse Act 1990; or (d) which is likely to cause harm to the Communications Network or any other third party's system, including material, data, images or information containing a virus.

ONT or Optical Network Termination means a device installed to terminate the fibre path at the premises.

Other Wireless Technologies means any wireless communication technology, which We may integrate into Our wireless broadband network including, without limitation, the standards commonly known as:

- a) WiMax;
- b) 2.5G;
- c) 3G;
- d) 4G;
- e) UMTS;
- f) GSM;
- g) UWB;
- h) Bluetooth;
- i) Near Field Communication (NFC);
- j) Small Cell; or
- k) LTE.

Outage Time means the sum total time of all Faults during the relevant calendar month.

Overlay Site means a site in Your network which has a CPE device provided by Us but only 3rd Party Circuits i.e. no connectivity provided by Us.

Password means the secret alphanumeric character string used to authenticate Your User's entitlement to log in to the Portal.

Premium Installation has the meaning given to it in Appendix 4 – Installation Types.

Privacy Policy means Our privacy policy which can be found at <https://www.virginmediabusiness.co.uk/legal/privacy-policy/>.

Planned Outages means any Service downtime scheduled by Us to carry out any preventive maintenance or upgrades to Service or Our Communications Network or caused by any services You request or authorise including without limitation, network redesign or reconfiguration.

Portal or Portals means the Analytics Portal Concerto Portal or Console Portal.

Portal Terms of Use means the user access agreement that You have accepted in order to access the Analytics Portal, Concerto Portal or Console Portal relevant to your SD-WAN Service as described in Appendix 1 - Portal Terms of Use.

Premium Connectivity means ethernet Circuits provided by Us, which You have ordered to support the latency, jitter and packet loss performance targets outlined in Appendix 2 - SD-WAN Service Level Agreement.

Public Cloud Service means Microsoft Azure or Amazon Web Services.

Resilient means that the Service is provided over two or more Circuits to the Site.

Secure Electricity Supply means a safe and reliable power source for Service Equipment, which is compliant with applicable British Standards.

SD-WAN Service or **Service** means the software defined wide area network services which We provide to You under the Agreement.

SD-WAN Director means the control and management platform hosted by Us, which is used for the implementation, management and configuration of the Service and CPE.

Service Credits has the meaning given to it in the Service Level Agreement.

Service Description means the detailed standard SD-WAN product offering describing the SD-WAN Service that We may make available (either on Our Website or on request), and as We may update, from time to time without any liability to You.

Shift means where equipment used for providing the Service can be moved within Your Site from one internal location to another internal location.

SOADSL Service or **Single Order Asymmetric Digital Subscriber Line** means a Circuit based solely on copper technologies.

SOGEA Service or **Single Order Generic Ethernet Access Service** means a Circuit based on a combination of fibre optic and copper technologies.

Splice Point means the box installed on the outside of the external wall for FTTP.

Standard Installation has the meaning given to it in Appendix 4 – Installation Types.

Standard Connectivity means Circuits which You have ordered from Us and do not require support for the latency, jitter and packet loss performance targets outlined in Appendix 2 - SD-WAN Service Level Agreement.

User means, an individual that has been authorised by You to log into and use the Portals on your behalf.

Username means the username(s) designated to You and any User which is used to login to the Portal.

Technical Specification means Our guide that describes the minimum specification Customer Infrastructure must meet to support the SD-WAN Service, as set out in the Service Description, the Agreement or otherwise available on request.

vCPE means a virtualised edge router deployed by Us for use on Your Public Cloud Service.

We, Us, Our means, as applicable, Virgin Media Business Limited a company registered in England (registered number 01785381), registered office is at 500 Brook Drive, Reading, RG2 6UU.

Wireless Data Service means a type of connectivity service that gives the ability to access the Internet using Other Wireless Technologies as may be determined by Us from time to time.

You or “Your means the entity that has entered into the Agreement with Us under which access to the Portal is provided.

Versa Academy means the location of the Concerto Portal training found at <https://academy.versa-networks.com/courses/versa-concerto-sd-wan/> as may be updated from time to time.

2. SD-WAN Service

2.1 The SD-WAN Service is offered as a managed service. We manage all elements of the service between the LAN ports of the CPE located on Your premises. The only exception to this is where You are using a 3rd Party Circuit (non-Virgin Media Business Limited provided). The SD-WAN Service is further described in the Service Description.

2.2 We reserve the right to add, alter, amend, substitute and/or withdraw any software, feature, version or instance (including the provider of such software) without prior notice or further liability to You, save as provided under clauses 21.3 to 21.5 (inclusive) of the Standard Terms and Conditions. Any software provided shall be licensed directly by Us and You shall only receive a limited licence to use such software directly in connection with the SD-WAN Services and subject to any software licence terms of use or other terms and conditions as may apply from time to time, unless We have agreed to provide You directly with licences to use the software pursuant to the Agreement. Additional terms may apply to any licensing of software under the Agreement.

3. Your Apparatus

As well as the provisions relating to Your Apparatus set out in the Agreement, the following apply.

3.1 Prior to the Customer Promise Date, You are responsible for getting all the computer and other equipment or services You need to use the Service properly.

3.2 You are responsible for maintaining the connection between Your network and the CPE We use on the Site to provide the SD-WAN Service.

3.3 If You require that We deploy vCPE in Your Public Cloud Service environment, You will be responsible for providing and configuring the Public Cloud Service environment to allow the installation of the vCPE by Us on Your Public Cloud Service which includes the configuration of the routing to the internet and within the Public Cloud Service and the provision of virtual machine or instance on Your Public Cloud Service complying with the requirements defined by Us.

3.4 You are responsible for securing, maintaining and testing of the Public Cloud Service environment and ensuring that the access to the vCPE management interface is limited for Our use only.

3.5 You are responsible for ensuring sufficient compute, storage, resilience is available on Your Public Cloud Service and compatible to support the vCPE including the provision of the virtual machine or instance specified by

Us in Your Public Cloud Service for Our sole use of hosting the vCPE.

- 3.6 It is important to note that the standard provision of the vCPE does not require You to back-up Your Public Cloud Service environment. However, if You decide to back-up your Public Cloud Service environment, You acknowledge and accept that You shall be responsible for having the latest configuration of the Public Cloud Service environment backed-up and shall be responsible and liable for any issues, complications, or liabilities that may arise during the back-up process or the subsequent management of Your Public Cloud Service environment.
- 3.7 You must ensure that any 3rd Party Circuits are compatible with Our SD-WAN Services and are available and ready for use by the Customer Promise Date.
- 3.8 You must provide Us with complete and accurate Site details by no later than five (5) Working Days of the date of the Agreement (or such later date as agreed between the Parties) to enable Us to carry out and complete Site serviceability checks;
- 3.9 Where We are providing only overlay SD-WAN Service (such that the “underlay” Circuit is provided separately either by Us under a separate agreement or by a third party), You must (i) at all times have in place connectivity that meets the Technical Specification and is compatible with the SD-WAN Service and any Customer Infrastructure; (ii) ensure that all other services which may interfere with or delay the installation of Our SD-WAN Service are removed or suspended;
- 3.10 You must provide Us with such complete and accurate Configuration Information that We may require or request to configure and provide the Services. This must be completed and provided by You no later than 15 Working Days from the date of the Agreement.

Security Features

- 3.11 You are responsible for providing regular up to date information for allowed whitelists and blacklisted URLs for Your network traffic.
- 3.12 You are responsible for a complete and up to date list of devices and networks in scope for decryption.
- 3.13 You must abide by Our Data Protection and Privacy Policy and the Data Protection terms in the Agreement.
- 3.14 You are responsible for all responses and resolutions to security violations identified by the SD-WAN Service.
- 3.15 You are responsible for informing Us of network traffic volume changes which may require a change to flood thresholds.
- 3.16 You are responsible for providing the content required for configuration of NGFW security policies.

4. Delay and Suspension:

- 4.1 We will not be able to provide the SD-WAN Service if the pre-conditions in paragraphs 3.1 - 3.10 of these Special Terms have not been met and You shall be liable for any delay in providing the SD-WAN Service as a result of Your failure to meet the pre-conditions in clause 3.1 - 3.10 above.

- 4.2 Any breach, non-compliance or failure of the pre-conditions in paragraphs 3.1 - 3.10 of these Special Terms at any time during the Term may result in a delay to the Customer Promise Date or the installation of the SD-WAN Services and (i) We will have no liability to You in respect of such delay under the Agreement; and (ii) We shall be entitled to amend the Customer Promise Date as a result of such failure in accordance with clause 4.5 of the Agreement.

- 4.3 We may, without liability to You, suspend performance of Our obligations under these Special Terms if We become aware a pre-condition in paragraphs 3.1 - 3.10 of these Special Terms has not been met.

- 4.4 The Service will be logically connected to the Network Termination Point. You will be responsible for and bare all costs relating to: (i) connection of all Customer Infrastructure to the Network Termination Point; and (ii) configuration of all Customer Infrastructure for use with the SD-WAN Service. We will not be liable for any faults caused by or originating on Customer Infrastructure beyond the Network Termination Point.

5. Providing the Service - Survey

- 5.1 We will only provide the SD-WAN Service if the Survey (if applicable) is satisfactory.
- 5.2 Additional charges may apply if they are:
- 5.2.1 identified by the Survey;
- 5.2.2 necessary following a discovery of an irregularity which was not highlighted by the Survey when installing the SD-WAN Service; and/or
- 5.2.3 the result of You requesting, and Us agreeing to make a change to the SD-WAN Service when We are installing and connecting it,
- then We will notify You of any such additional charges.
- 5.3 If You do not accept the additional charges notified under paragraph 5.2 of these Special Terms, You may immediately terminate the SD-WAN Service at the affected Site by giving Us written notice within seven (7) days of receiving notification of the additional charges. If You fail to provide notice of termination in accordance with this paragraph, You shall be deemed to have accepted, and will pay the additional charges.
- 5.4 If You do not keep an agreed appointment for Us to enter the Site in connection with carrying out a Survey, We may charge You any costs incurred (including a call-out fee).

6. Providing the Service - Installation

- 6.1 You accept the following in relation to installation of the Circuit(s):
- 6.1.1 any incorrectly wired extensions to Your existing master socket forming part of a Third Party network may be disconnected. You are liable for the relevant Third Party supplier's charges for any rewiring that the relevant Third Party agrees to do;
- 6.1.2 where the applicable Circuit is provided through a Third Party, the installation may be carried out by that Third Party;
- 6.1.3 We (or the applicable Third Party) will make its appointment(s) with You for installation and configuration of the SD-WAN Service to take place on a Working Day, at a time agreed between Us and You;

- 6.1.4 You will provide the engineer access to the Site at the time agreed between You (or the applicable Third Party) and Us; and
- 6.1.5 to install the SD-WAN service, ONT equipment may need to be installed outside and inside the premises at a Site, within proximity to a power supply.
- 6.2 Notwithstanding the type of Circuit(s) requested by You, You acknowledge that there are technical limits which might prevent Us from being able to provide, or limit the manner in which We are able to provide a Circuit, including but not limited to the following:
 - 6.2.1 access to the Circuit(s) may not be provided to You if You already receive some services from another communications provider. We will use reasonable endeavours to let You know if any service You receive from another communications provider means that WE cannot provide the SD-WAN Service; and
 - 6.2.2 some technical limits within third-party operators' networks may not be discovered until after installation, in which case We may need to withdraw the Circuit(s).
- 6.3 You accept that the technical limits may hinder the installation and activation of SOADSL Service, SOGEA Service or FTTP Service and that having BT equipment does not guarantee that the SOADSL Service, SOGEA Service or FTTP Service can be successfully activated. You acknowledge and agree that We will not be liable in respect of the same.
- 6.4 For the SOGEA Service there is a ten (10) day 'stabilisation period' starting on the Service Start Date. During these periods, the Service Levels for the relevant SD-WAN Service will not apply and You should not report any Faults.
- 6.5 We may cancel a Circuit if, after We have placed an order for You with an applicable Third Party for the Circuit, We and You cannot agree an installation or activation date within thirty (30) days of the date the Third Party accepted the order. You must indemnify Us for all costs (including third-party cancellation charges) arising as a result of the cancellation.
- 6.6 We will use reasonable endeavours to put applicable Equipment where You want it, but Our decision on where to put the Equipment will be final and binding.
- 6.7 When selecting SOADSL Service, two different installation types are available; Standard Installation or Premium Installation. When selecting SOGEA Service or FTTP Service, three different installation types are available; Standard Installation, Premium Installation or Advanced Installation. Each subsequent installation type accommodates increasing levels of complexity, and it is Your responsibility to advise of the required installation type. The installation types available are further detailed in Appendix 4 - Installation Types. If it is then later determined at the installation appointment, that a different more complex installation type is required, then the installation appointment and the Customer Promise Date shall be rescheduled and a failed site visit charge will become immediately payable by You in addition to any additional charges that may apply.
- 6.8 If, after placing an order for Our HFC, SOADSL Service, SOGEA Service or FTTP Service, You

choose during the delivery of the Service to cancel the order prior to the Service Start Date, then You agree to pay Us a minimum amount of £50 as a Cancellation Charge, in addition to any third party costs already incurred and in addition to any civils or construction costs already incurred.

- 6.9 If, after placing an order for ethernet, You choose during the delivery of the Service to cancel the order prior to the Service Start Date, then You agree to pay Us a Cancellation Charge as set out on Our Website in addition to any third party costs already incurred and in addition to any civils or construction costs already incurred.

7. Providing the Service - Access to Site

- 7.1 In order for Us (or Our Third Party supplier(s)) to meet its obligations under the Agreement, after giving You reasonable notice (except in an emergency) You must:
 - 7.1.1 allow Us to carry out work in connection with installing, maintaining, adjusting, repairing, moving, replacing, renewing or removing the Services Equipment at or on the Site (or Your other applicable premises as are necessary) including the work set out in paragraph 6.1;
 - 7.1.2 provide a safe and suitable working environment for Us at the Site (or Your other applicable premises as are necessary); and
 - 7.1.3 not use the Site (or other applicable premises) in any way that would make it significantly more difficult or expensive for Us to exercise its rights under this paragraph.
- 7.2 If the terms of any Site access agreement You have entered into with Us or any of Our Group Companies is inconsistent with paragraph 7.1, the terms of the Site access agreement will take priority.
- 7.3 Any person who allows Us to enter the Site or other premises or land will be considered to have Your authority to grant Us entry.
- 7.4 When exercising any of its rights under paragraph 7.1, We will cause as little damage as reasonably possible and will make good any damage that We cause at the Site.
- 7.5 Paragraphs 7.1 to 7.5 will apply for as long as is necessary for Us to exercise Our rights to disconnect any Services Equipment and remove it from the Site, other premises or land, even if the Agreement has expired or is terminated.

8. Providing the Service - Permissions or Wayleave

- 8.1 You must (at Your own expense), get or provide any permission or wayleave We may need to exercise Our rights under this paragraph 8 or to otherwise enable Us to provide the SD-WAN Service. We will have no liability to You if You cannot get the necessary permission or wayleaves.
- 8.2 In connection with any permission or wayleave given in line with paragraph 8:
 - 8.2.1 You must make sure that Your employees follow all of Our (or the applicable Third Party's) reasonable instructions; and
 - 8.2.2 We must make sure that Our employees follow all of Your or a Third Party's reasonable instructions.

9. Providing the Service - Site Requirements

- 9.1 You must provide (at the Your expense) appropriate space, power, ducting and environment for Us to install and maintain the Equipment at the Site. You must make sure that You make any necessary preparations before the Equipment is connected, and You must follow any instructions We give to You on making those preparations.
- 9.2 If, on any agreed date, You fail to:
- 9.2.1 take delivery of, or allow Us (or a Third Party supplier as applicable) to install, the Equipment; or
- 9.2.2 allow Us (or Third Party supplier as applicable) to carry out any work at the Site, We may arrange storage for the Equipment at Your risk (meaning that We will not be liable for any loss or damage arising while the Equipment is in storage). You will have to pay the reasonable costs of the storage and We may charge You a call-out fee and any reasonable costs arising as a result of Your failure to comply with this paragraph 9.2.
- 9.3 Unless We agree otherwise with You in writing, there must be a Secure Electricity Supply available at the Site, at the points and with the connections We specify, for installing, using and maintaining the Equipment. If You need the SD-WAN Service to continue uninterrupted in a power failure, You must provide back-up power which meets the requirements of the relevant British Standards. We will not be liable for Faults arising in the SD-WAN Service or Equipment as a result of a power failure within the Site.

Technical Limitations

- 9.4 You accept the following technical limits relating to the SD-WAN Service.
- 9.4.1 It is technically impractical to provide the SD-WAN Service free of faults, and We do not guarantee to do so. If there is a Fault in the SD-WAN Service, You should report it by phoning the customer support number set out in the user documents or any other number We specify from time to time, or through any other facility for reporting Faults. We will then use Our reasonable efforts to explain how You can correct the Fault yourself, or to repair the Fault in line with the Agreement.
- 9.4.2 The SOADSL service, SOGEA Service and FTTP Service cannot be provided to You if You already receive these services from another communications provider. We will use Our reasonable efforts to let You know if any service You receive from another communications provider means that We cannot provide the SD-WAN Service.
- 9.4.3 the SD-WAN Service may emit an electromagnetic field which may effect the performance or speed of other adjacent equipment at the Site.
- 9.4.4 where You are using SOADSL Service, SOGEA Service, FTTP Service or Our HFC, burst rates depend on the specific manner of accessing the SD-WAN Service, and may be reduced.

- 9.4.5 where You are using SOADSL Service, SOGEA Service, FTTP Service or Our HFC, bandwidths are not guaranteed and cannot be known until the Circuit(s) are live and tested.
- 9.4.6 Where You are using SOADSL Service, SOGEA Service, FTTP Service or Our HFC, You acknowledge that the network is configured to distribute bandwidth between all subscribers in accordance with Your respective bandwidth subscriptions, and is subject to the constraints of the network and Services Equipment delivering the SD-WAN Service.
- 9.5 We shall not be liable (in contract, tort (including negligence), breach of statutory duty or otherwise howsoever arising) for any loss or damage associated with the failure of Your third party provided equipment (including but not limited to any alarm system), to the extent such failure is a direct result of a change in the environment and/or internal infrastructure of Your third party provided equipment due to the installation of a SD-WAN Service, after You are connected to the SD-WAN Service.
- 9.6 Where the Customer is using SOADSL Service, SOGEA Service, FTTP Service or Our HFC, You acknowledge that the SD-WAN Service does not provide for You to make or receive telephone calls, including calls to the emergency services. You shall keep a mobile phone available and charged and use such mobile phone to call the emergency services in the event that such a call is required.
- We will not be liable to You for any of these technical limits.
- 9.7 You also acknowledge that there may be other technical limits which We will not be liable for. We will use Our reasonable efforts to keep You informed of any technical limits.
- 9.8 We can cancel the SOADSL Service, SOGEA Service or FTTP Service if, after We have placed an order for You with BT, You and We cannot agree an installation or activation date within thirty (30) days of the date BT accepted the order. You must indemnify Us for all costs (including third-party cancellation charges) arising as a result of the cancellation. Clause 15.5 of the Standard Terms and Conditions will not apply to Your responsibility under this clause 9.8.
- 9.9 If there is a Fault in the SOADSL Service, SOGEA Service or FTTP Service, You must report this to Us, not BT, in line with any Service Level Agreement. If a fault is not due to the SD-WAN Service or We have not been able to diagnose it remotely, because You have not met the requirements of clause 6.6 of the Standard Terms and Conditions, You must pay Our charges for investigating the fault.
- 9.10 We will not be liable for any loss or damage associated with your alarm system failing after You are connected to the SD-WAN Service.
- 9.11 You accept the following limitations relating to the mobile operator networks We use to provide the SD-WAN Service, or the Other Wireless Technologies which may be used in providing the Wireless Data Service.
- 9.11.1 Network coverage;
- 9.11.2 Weather conditions;
- 9.11.3 Volume of usage by others using the network;
- 9.11.4 The mobile operator's management of their network; and

9.11.5 Other environmental, technical or operational factors.

We will not be liable to You for any of these limitations.

You accept that there may be other limitations which We will not be liable for. We will use Our reasonable efforts to keep You informed of any other limitations.

9.12 You accept that, despite the results of any Survey or inspection We carry out, technical limits may hinder the activation of the Wireless Data Service and that having Equipment installed at Your Site does not guarantee that the Wireless Data Service can be activated. We will not be liable for this. You agree that if the Wireless Data Service cannot be activated, We can charge You a standard engineering fee (at Our prevailing standard rate as may be updated from time to time) for installing and removing Equipment.

9.13 You accept that where We provide You with existing connectivity to a Site, We may re-purpose and re-configure that connectivity to provide an SD-WAN Service, unless You explicitly tell Us otherwise. Where You opt to retain the use of Your incumbent IPVPN Circuit provided by Us, You accept that You will be subject to the service level agreement laid out in the Agreement relating to that Circuit (including the service credit regimes therein) – no other service level agreement will apply to Your service. You accept that We will not support any testing requested by You of specific features.

9.14 If, during the installation or delivery of the SD-WAN Service, events beyond Our reasonable control (as set out in clause 20 of the Standard Terms and Conditions) result in Us being unable to install, deliver or provide Services at a certain Site, We shall (subject to paragraph 9.15 of these Special Terms) have the right to terminate Services to that Site without further liability to You. You shall not be charged any Cancellation Charges where We have exercised Our rights under this paragraph 9.13 in respect of a particular Site. Cancellation of a Site under this paragraph 9.14 shall be without prejudice to Your rights and Our obligations in respect of all other Sites, which shall continue and be provided in accordance with the terms of the Agreement.

9.15 Where circumstances arise that would give to Our right to terminate or cease Services at a Site under paragraph 9.14 of these Special Terms, We will use Our reasonable endeavours to identify an alternative like for like service or solution to resolve, bypass or overcome any events beyond Our reasonable control that result in Us being unable to provide the SD-WAN Service to the relevant Site. We shall notify You of any such alternatives, including any addition or increase to the charges that will arise from such alternative. You shall confirm to Us in writing within five (5) Working Days of receipt of notification of any alternative services confirming whether the alternative (including any amendment to the charges) is agreed and accepted by You. If such amendment is rejected by You or not accepted within five (5) Working Days, We shall not implement the alternative solution or service and shall be entitled to cease the SD-WAN Services at the affected Site under paragraph 5.13 of these Special Terms above without further liability to You.

10. Service Commencement Date and Paying for the Service

10.1 You accept that different parts of the Service may start at different times.

10.2 We can start charging for a particular Service (or any part of it) from the Service Commencement Date.

10.3 We will invoice the Connection Charges for each ordered Service (or any part of it) on or around the Service Commencement Date of the relevant Service (or any part of it), or any other date We specify.

10.4 If We have agreed to invoice You on a 'key site billing' basis (where We agree that We will not invoice You until services are installed at a key site specified in the clause 9 of the Standard Terms and Conditions), for services at or to any Site that is not the key site, the SD-WAN Service will be considered to be ready to use from:

10.4.1 the date Our Acceptance Tests for the SD-WAN Service at or to that Site were successfully completed; or

10.4.2 the date Our Acceptance Tests for the SD-WAN Service at or to the key site were successfully completed;

whichever is later.

11. Connectivity and installation of the SD-WAN Service

11.1 Connectivity for SD-WAN Services:

11.1.1 Where We are providing SD-WAN Services, You shall keep Circuits in place and will be responsible for all costs and charges associated with the Circuits, including any changes required to ensure the Circuits meet the Technical Specification.

11.1.2 You acknowledge that a service failure, Fault, unavailability or outage of the Circuit (including but not limited to any expiry or termination of such connectivity) will cause a Service failure, Fault or Outage Time of the SD-WAN Service, and that We will not be liable for any Service failure, Fault or Outage Time of the SD-WAN Service caused by any connectivity, or any Service Credits in respect thereof.

11.1.3 We may cancel the SD-WAN Service and You will pay the Cancellation Charges if the connectivity does not meet the Technical Specification or has been cancelled.

11.1.4 If You terminate, cease or fail to maintain connectivity during the term of the SD-WAN Service and do not replace or reinstate such connectivity, the SD-WAN Services shall not be accessible or available and We shall have no liability to You during such unavailability (as outlined in paragraph 7.1.211.1.2 of these Special Terms). The charges for the SD-WAN Services shall continue to be due and payable by You during any such period of unavailability as a result of any failure or termination of the connectivity.

11.2 Installation:

11.2.1 We shall notify You when the SD-WAN Service at a Site are ready for installation and seek to agree a date with You for Us to attend the relevant Site and conduct the installation. If We cannot agree an installation date with You within thirty (30) days of the date that We inform You

that We are ready to install, then We will cancel Your order and You must indemnify Us for all costs, including third party cancellation charges.

- 11.2.2 Within 15 Working Days of the Customer Promise Date, You must make all relevant technical information available to Us that We may require or request to support the design and configuration and delivery of the SD-WAN Service. Failure to do so may result in delays to installation (which shall be deemed a breach by You) and/or additional call outs (at Our prevailing call out Charge at that time) to resolve any issue, correct any information provided or install the Services. You shall be liable for all charges incurred as a result of such delay or additional call out.

12. Equipment and Customer Infrastructure

- 12.1 You must provide all Customer Infrastructure required for Users and End Users to access and use the SD-WAN Service.
- 12.2 You acknowledge that any Equipment or Purchased Equipment deployed as part of the SD-WAN Service is for business purposes only and may cause interference with any household or domestic equipment or hardware that may also be deployed at a Site. We shall have no liability in respect of any such interference.
- 12.3 We reserve the right to change, alter, amend or substitute any equipment used in connection with any SD-WAN Service without notice or further liability to You, provided such alteration or substitution is not to Your material detriment. If any proposed change would be to Your material detriment, the provisions of clause 21.5 of the Standard Terms and Conditions shall apply to such change. Where any such change, alteration, amendment or substitution requires access to a Site, We shall give You as much notice as reasonably practicable in the circumstances and You agree that We shall be granted access to such Site for such purpose without delay. Failure to grant Us access to a Site for such purpose may result in Service interruption, performance degradation or outage, for which We shall have no liability.
- 12.4 Where a change to the SD-WAN Service or any Equipment is required to support the use of any Customer Infrastructure (including any Purchased Equipment) and We are able to make such change, You must submit a change request to Us and pay any additional charges due in respect of Our carrying out such change.
- 12.5 In deploying the SD-WAN Service, We may agree to repurpose any existing Customer Infrastructure or other existing service (whether provided by Us or any third party) to provide You such Service. We shall only agree to do so in writing and at Your express instruction. You accept that any repurposing of existing Customer Infrastructure or other existing services may impact or alter the functionality, quality or operation of such Customer Infrastructure or existing service (including to its material detriment) and We shall have no liability in respect of such impact or alteration.
- 12.6 Where any Circuit provided by Us under the SD-WAN Service is based on any technology other than HFC or ethernet, You shall be responsible for

maintaining Your master socket for such technology. If required on installation of the SD-WAN Service We will repair, at Your cost and with Your prior consent, any incorrectly wired extensions to Your existing master socket.

13. Changes to Service

- 13.1 Subject to clause 21 of the Standard Terms and Conditions, any changes You request in writing shall be charged in line with the charges set out in the Agreement. Any changes required that are not itemised in the Agreement will be priced on application. In this scenario Your written agreement to these charges will be required before any change is actioned. Save for not carrying out any changes strictly in accordance with your written instructions, We shall not have any liability to You in connection with any such changes.
- 13.2 You must accept any additional charges due in respect of a requested change in writing within five (5) Working Days of Us notifying You of such charges. Failure to confirm additional charges within this time shall result in Your change request being rejected and no change to the SD-WAN Services shall be undertaken.

14. Portal Use and Online reports

- 14.1 The following provisions shall apply where We make any Portal or digital tool(s) available to You as part of or in connection with any SD-WAN Service.
- 14.2 Portals are made available to You on an "as is" basis and We provide no guarantee, warranty or other commitment regarding any availability or functionality of the Portals at any time. Portals shall not be included within the scope of any Acceptance Tests.
- 14.3 You accept that We may not be able to provide online reports as part of the Service, or that any online reports may contain some inaccuracies or be delayed. We will not be liable for this.
- 14.4 A Portal may enable You to make changes to an SD-WAN Service. Where You use the Portal to make any change to an SD-WAN Service, including any configuration changes, You shall be solely responsible for such changes and We shall be held harmless against, and have no liability to You for, (i) any delay, non-performance or damages howsoever caused, including but not limited to any breach of clause 4.12 of the Standard Terms and Conditions; (ii) any additional costs or charges incurred as a result of such change(s) (including any cost of rectification or reversal of such change) and/or (iii) any use of the Portal or the SD-WAN Services by any User.
- 14.5 The Portals are excluded from the Service Level Agreement that We provide to You. In the event of a service outage, We will use all reasonable endeavours to bring the Portals back online as soon as possible.
- 14.6 You will not receive advance notice of tactical or urgent changes that are required to the Portals.
- 14.7 We may alter, amend, substitute, add and/or withdraw a Portal or any function, feature or element thereof (including their look and feel) at any time without prior notice or further liability to You. The provisions of clause 21.3 of the Standard Terms and Conditions shall not apply to any alteration, amendment, substitution, addition and/or withdrawal of a Portal or any function, feature or element thereof and You shall have no right to terminate the Agreement as a result of such action.
- 14.8 You accept that We may be required to undertake maintenance or other work on any Portal from time to time

and that, as a result, the Portal may be inaccessible and/or unavailable for a period of time. We will not notify You in advance of any such downtime and shall have no liability to You during any period of unavailability. We shall use Our reasonable endeavours to carry out any Planned Outages on any Portal on Working Days). You may request that We make changes to the Concerto Portal on Your behalf during any periods of inaccessibility in accordance with this clause 14.8 and We will use Our reasonable endeavours to make such changes.

- 14.9 In order to use Portals You and each User must accept the Portal Terms of Use, as may be updated from time to time. Our Portal Terms of Use may be provided to You in writing for Your approval or made available on the Portal on a "click-through" basis. Where the Portal Terms of Use is presented directly through the Portal, use of the Portal by You or any User shall be deemed acceptance by You of such user agreement. In the event of improper use (including by any User) of the Portal, or any use in breach of Our Portal Terms of Use, You shall indemnify Us in full for any liability pursuant to Clause 11.4 of the Standard Terms and Conditions.
- 14.10 We reserve the right to log in to or access any Portal to enable Us to assist with delivery or support issues in respect of a SD-WAN Service, to monitor performance of the Portal or to verify compliance with Our Portal user agreement by any User.
- 14.11 You shall:
- 14.11.1 not attempt to exploit or reverse engineer any part of the Portal or any SD-WAN Service or gain access to the account(s) of any other user or Our customers;
 - 14.11.2 not share login information to the Portal between Users or with any third party; and
 - 14.11.3 notify Us immediately once a User has left Your organisation.
- 14.12 Portal functionality may be made available to You by granting You access to certain or additional websites or tools. These may be updated from time to time without notice to You. It is Your responsibility to access, subscribe or download those tools or websites in order to use the Portals or their latest versions, and to receive any update or communication issued through such tools and/or websites, and We shall have no liability to You where the functionality of any Portal, or Your use thereof, is impeded, reduced or revoked as a result of Your failure to obtain the latest version of the Portal or to monitor updates or communications issued through it.

15. Wireless Data Service

- 15.1 Paragraph 15.2 of these Special Terms applies if the Wireless Data Service is configured as the back-up circuit of a Resilient service or is configured as a second access circuit.
- 15.2 The Wireless Data Service may be used for providing a back-up between Your remote Sites and Your key Site (or head office Site) and the Internet or may be used as a secondary circuit.
- 15.3 The infrastructure of the SD-WAN Service is configured to provide data services, it does not provide call services. If You find a vulnerability that allows You to make calls, and You incur Call Charges

We will not be liable to You for any Call Charges incurred and We will not refund any Call Charges You have to pay whatsoever.

16. Acceptable Use Policy

- 16.1 You (and You must procure Your Users and End Users) must use the SD-WAN Service in accordance with the Acceptable Use Policy.
- 16.2 As part of the SD-WAN Service, We may make professional services available to You to implement configuration changes. Where such configuration changes are capable of being carried out through a self-service mechanism, We reserve the right to apply additional charges where You request that We perform those changes on Your behalf. Where configuration changes are not available via self-service, We may elect, but shall not be obliged, to provide such services without charge. Any such provision of services, whether with or without charge, shall be subject to fair usage, as determined by Us in Our sole discretion. In the event We determine that the volume or nature of requested changes is excessive, non-standard, or inconsistent with fair usage, We may, upon notice to You, impose limitations, conditions, or charges for any such configuration changes We perform.

17. Decommissioning

- 17.1 On expiry or termination of the Agreement for any reason, in respect of any CPE located at a Site, We may (at Our sole and absolute discretion):
- 17.1.1 attend the relevant Site to recover the CPE;
 - 17.1.2 direct You to return the CPE to Us at or to a designated address; or
 - 17.1.3 request You dispose of or deal with the CPE in a particular manner or any other way, provided that We shall be responsible for the cost of recovering the CPE and/or shall reimburse Your reasonable postage or disposal costs (if applicable) that have been agreed with Us in writing in advance.

Where We elect to recover the CPE from any Site, clause 8 of Standard Terms and Conditions shall apply and You shall ensure We are granted access to the relevant Site for the purposes of recovering the CPE. If, on any agreed date, You fail to allow Us to recover the CPE at a Site We may charge You a call-out fee and any reasonable costs arising as a result of Your failure.

Appendix 1 - Portal Terms of Use

1 Background

This document or "Portal Terms of Use" tells You about Our Portals and sets out the rules which You must follow when accessing or using the Portal(s). We've done Our best to cover everything which You might need to know about Your use of the Portal(s) within this document, so please read it carefully before You use or access the Portal(s) or invite or allow permitted Users to access or use the Portal(s). If You have queries in connection with these Portal Terms of Use, just call Our customer services team on 0800 052 0800 or contact your relevant account manager.

Your acceptance of these Portal Terms of Use

- 1.1 We allow You to access and use the Portals only in accordance with these Portal Terms of Use, which We may update from time to time in accordance with paragraph 13 of these Portal Terms of Use. By accessing and using the Portals and permitting Users to access and use the Portals, You accept and agree to be legally bound by these Portal Terms of Use and all other terms referenced within these Portal Terms of Use, as amended from time to time.
- 1.2 If You do not accept and agree to be bound by these Portal Terms of Use, You should not access or use the Portals or permit Users to access or use the Portals. In addition, You must navigate away from the login page and ensure that Users do not have access to, and cannot use, the Portals.

Use and Access

- 1.3 You are solely responsible for all User access to, and use of, the Portals and We will assume You have given Users the authority to access the Portals. You represent and warrant that You have advised Users of these Portal Terms of Use, the Agreement and any other agreements or policies relevant to the User's access and use of the Portals and that Your Users have accepted all such terms and have read and will comply with all policies applicable to their use of and access to the Portals. You further warrant that You have made all Users aware of any settings within the Portals which may have an impact on how their personal information is processed and that You have all necessary consents and notifications in place for ensuring that the transfer and use of User personal information under these Portal Terms of Use is lawful and that without taking any further steps, We may use such personal information in accordance with clause 10 of these Portal Terms of Use and Our Privacy Policy.

Our Right to Amend

- 1.4 We may amend these Portal Terms of Use from time to time. Every time You wish to use or access the Portals, please check these Portal Terms of Use to ensure You understand the terms which apply at the time of Your use and access.

When and How these Portal Terms of Use Apply

- 1.5 These Portal Terms of Use apply to You and your permitted Users, unless otherwise expressly stated. You are responsible for ensuring that all Users who access and use the Portals are aware of these Portal Terms of Use and all other applicable terms and conditions, and that they comply with them.
- 1.6 These Portal Terms of Use do not cover terms which relate to Our provision of Services or products to You. Where You have purchased Services or products from Us, You should read these Portal Terms of Use together with Our Standard Terms and Conditions or the individual agreement which We have in place with You for the provision of such Services and products and any other terms notified to You from time to time.
- 1.7 Depending on the Service You have purchased from Us, We may grant You access to different features of the Portals. Access to the Portals and its features shall be granted at Our sole discretion and may be withdrawn, restricted or suspended by Us at any time. We will try to give You reasonable notice of any suspension, restriction or withdrawal, however, this may not always be possible.
- 1.8 Please refer to the Agreement to confirm Your permitted authorisation level and the permitted authorisation level of each of Your Users in respect of the Portals. We may change and update Your authorisation level and the features available to You in respect of the Portals from time to time in order to reflect changes to Our Services, products, features, Your needs, Our business priorities or for any other purpose. We will try to give You reasonable notice of any major changes, however, You understand that it may not always be possible for Us to do so.

2 Portal Terms of Use

- 2.1 The Portals are provided to You as part of the Service We provide under the Agreement. These Portal Terms of Use which apply to Your access and use of the Portals should be read together the Agreement. Where these Portal Terms of Use conflict with the Standard Terms and Conditions, these Portal Terms of Use shall prevail to the extent of the inconsistency.
- 2.2 These Portal Terms of Use apply from the date on which You or a User first accesses or uses the Portals and shall automatically cease on the date on which Our Agreement with You has terminated or expired (whichever is the earlier). You must cease, and ensure that each User ceases, to use and access the Portals immediately upon termination or expiration of Our Agreement (whichever is the earlier).

3 Use of the Portals

- 3.1 Subject to Your full compliance with these Portal Terms of Use and Our Agreement with You, We grant to You a non-transferable, non-exclusive



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license during the term of Our Agreement with You to access and use and to allow Users to access and use the Portals in accordance with these Portal Terms of Use.

- 3.2 Except where expressly stated within these Portal Terms of Use, You have no right (and shall not permit any User or third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Portals in whole or in part without Our prior written consent.
- 3.3 You may not use or access any part of the Portals where You do not have authority to do so, nor shall You interfere with, damage or disrupt any part of the Portals or any software used in the provision of the Portals.
- 3.4 You may only configure Your SD-WAN Services as authorised in the Agreement and You must not bypass, or attempt to bypass, any controls, restrictions or other limitations imposed by the Portals. You must not access, or attempt to access, any information or reports provided through the Portals in respect of any service, system or device not related to the Service or Our Agreement with You.
- 3.5 We have the right to remove any Customer Content which is uploaded to the Portals if, in Our opinion, such Customer Content does not comply with applicable law, these Portal Terms of Use and for any other reason.
- 3.6 You are solely responsible for securing and backing up Customer Content. We will not be responsible or liable for any loss of Customer Content.
- 3.7 You agree and warrant that You will not upload, post or otherwise transmit any Customer Content which:
 - (a) breaches or infringes the rights of others, including, without limitation, any statements which may defame, harass or threaten others;
 - (b) You know to be false, misleading or inaccurate;
 - (c) breaches applicable law;
 - (d) is protected by copyright, trade mark, trade secret, right of publicity or other proprietary right without the express permission of the owner of such copyright, trade mark, trade secret, right of publicity or other proprietary right. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, trade secrets, rights of publicity, proprietary rights or any Intellectual Property Rights or any harm whatsoever resulting from or connected to Customer Content;
 - (e) contains any unsolicited or unauthorised advertising or promotional materials with respect to products or services;
 - (f) uses, processes, discloses or provides the personal data of others without a lawful basis for doing so; and

(g) uses any Offending Material.

- 3.8 You understand that You are solely responsible for Customer Content and that We do not endorse any Customer Content uploaded to the Portals. You shall not represent or suggest in any way that We endorse any Customer Content without Our prior written consent.
- 3.9 You shall not post or otherwise transmit, and shall not allow to be posted or otherwise transmitted, any Customer Content, software or other materials which contain a virus, trojan horses, malicious software, or other harmful or disruptive component.
- 3.10 You must ensure that any device used to access the Portals is secure and protected against viruses, trojan horses, malicious software and similar destructive, disruptive or nuisance.
- 3.11 You will be liable to Us and shall fully indemnify Us for any breach of this paragraph 3. This means You will be responsible for any loss or damage We suffer as a result of Your breach of this clause 3.

4 Additional Terms of Use for the Concerto Portal

- 4.1 All terms and conditions outlined under these Portal Terms of Use shall also apply to the Concerto Portal, except where explicitly stated otherwise.
- 4.2 The Concerto Portal is charged on a per-site basis, depending on the total number of SD-WAN Sites.
- 4.3 You may choose to opt-in for the Concerto Portal either during the initial service activation or at a later stage. Once enabled, the Concerto Portal will remain active for the duration of the Agreement.
- 4.4 You may make configuration changes available to You through the Concerto Portal. Alternatively, You can request Us to perform these changes on Your behalf, which will be charged at a rate advised to you on request.
- 4.5 You must use appropriately skilled and experienced individuals to manage SD-WAN Service configurations via the Portal.
- 4.6 Concerto Portal training is available to You free of charge via the Versa Academy.
- 4.7 You have full responsibility for any configuration changes made by You within Your network. We will not be responsible or liable for any misconfigurations, service disruptions, outages, availability or performance issues resulting from changes to the SD-WAN Service configurations made by You.
- 4.8 If You make configuration changes that result in service disruption or performance issues as described in paragraph 4.7, We may provide support to restore service upon request, subject to the availability of the relevant support team, which may not be available outside standard working hours.
- 4.9 Any support provided by Us to troubleshoot or rectify issues caused by changes initiated by You will be chargeable at a rate advised to You. The issue will be resolved first, and the charges will

then be determined based on the effort required for remediation.

- 4.10 For system critical changes, You will have read-only access to Your environment but will be restricted from making certain critical system changes.
- 4.11 We reserve the right to revoke Your access if unauthorised changes are detected.
- 4.12 Only certain configurations will be made available to you, a full list of which can be found in the Service Description or any relevant documentation provided to You by Us.
- 4.13 Upon delivery of a Site, You shall have full administrative control and the ability to make configuration changes through the Concerto Portal. However, You acknowledge and agree to refrain from making any configuration changes for a period of 48 hours following Site delivery to allow for service validation and ensure operational integrity. Any modifications undertaken during this period shall be at Your sole risk, and We shall not be liable for any resulting service degradation or disruption.
- 4.14 Where You require assistance in performing such changes during the delivery process, such support shall be provided exclusively through Our professional services offering and shall be chargeable at a rate advised to you on request. For the avoidance of doubt, installation engineers responsible for provisioning the Sites shall not be responsible for providing training, demonstrations, or configuration assistance on the Concerto Portal during the Site delivery process. All requests for such support must be directed to Your account manager.
- 4.15 Upon completion of Site delivery and the conclusion of the installation window, all support requests, technical queries, or issue escalations must be directed through the designated support channels as advised to You by Us.

5 Our Rights in Your Content

- 5.1 Any Customer Content which is uploaded to the Portals by You will be considered confidential between You, the Users and Us. You retain all of Your ownership rights in Customer Content, but You agree to grant Us a royalty free, irrevocable licence to view and not edit or amend that Customer Content to and for use for Our internal purposes only.
- 5.2 You warrant that You indemnify and hold Us harmless from against all loss, expense, damages and costs not incurred by Us in respect of any claims in respect of any breach or alleged breach of any (including third party) Intellectual Property Rights relating to Customer Content.

6 Information We Provide to You

- 6.1 Where You request that We provide information to You through the Portals, We shall use reasonable efforts to consider Your request as soon as practicable and, taking into account the complexity and nature of the request, We may or may not agree to provide You with the information

requested. Where We agree to provide You with requested information through the Portals whether as part of the Service or not, You may view such information as soon as We make it available in the Portals.

- 6.2 Although We will make reasonable efforts to provide You with requested information as soon as reasonably practicable, We do not guarantee that all information requested will be made available to You or that it will be made available to You immediately, or if provided, the information is accurate or correct, or Your access to such information will be uninterrupted and permanently available. We may remove any information, content and reports from the Portals at any time and for any reason.
- 6.3 Any rights and licences on the information which is uploaded to the Portals by Us is set out in paragraph 13 of these Portal Terms of Use.

7 Service Configuration and Service Levels

- 7.1 The Portals is provided to You on an 'as is' basis. We will operate the Portals in accordance with good commercial practice however We do not guarantee that the Portals will be secure or free from bugs or viruses or that the Portals, or any content on it, will always be available or be uninterrupted.
- 7.2 You are responsible for configuring Your information technology, computer programmes and platform to access the Portals. You should ensure that any devices including computers, laptops, tablets and mobile devices used to access the Portals are appropriately secured and protected against security threats. We will not be liable for any breach of security affecting the Portals or SD-WAN Services determined to have been caused by a failure to appropriately secure Your information technology. We reserve the right to disconnect any device which We consider to be a security threat and You agree to comply with Our reasonable instructions to do so.
- 7.3 You must not misuse the Portals by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to or allow Users to attempt to gain unauthorised access to, the Portals, the server on which the Portals are stored or any server, computer or database connected to the Portals. You must not attack the Portals, or allow the Portals to be attacked, via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, You would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and We will co-operate with those authorities by disclosing Your identity to them. In the event of such a breach, Your right to use the Portals will cease immediately.
- 7.4 You acknowledge and agree that We shall have no liability for any failure in Your use of the Portals due to configurations made by You in the Portals (where applicable to your permitted use of the Portals). In addition, We may, at Our sole option, charge You for fixing any configuration.

- 7.5 You are responsible for any unauthorised service affecting configurations made by You or Users and shall be fully responsible for, and shall fully reimburse Us for, all costs which We incur as a result of any service affecting configurations requiring Our intervention. We may also, at Our sole option, charge You for fixing any configuration.
- 7.6 You acknowledge and agree that access to the Portals is not associated with and is independent from the Agreement and any other SD-WAN Service Level Agreement which You have with Us. Your Service Level Agreement in relation to the SD-WAN Service can be found in the Agreement.

8 Users

- 8.1 Where You have asked Us to provide user accounts allowing Users to access and use the Portals or where You have created user accounts for Users, We assume You have given Users authority to access and use the Portals and You will be responsible for their acts and omissions with respect of their use of the Portals.
- 8.2 You must ensure that Users comply with these Portal Terms of Use. Although We reserve the right to review Users conduct for compliance purposes, We have no obligation to do so. We are not responsible for any Customer Content or the way You or Users choose to use the Portals.
- 8.3 You are solely responsible for Your access and use and Users access and use of the Portals.
- 8.4 By logging into and by using the Portals, all Users accept, and agree to be bound by these Portal Terms of Use. If any User does not wish to be bound by these terms, the User must navigate away from the login page and must not log into and must not use the Portals. You must ensure that all Users have agreed to these Portal Terms of Use. You warrant not to allow any person to access the Portals without confirming their acceptance of these Portal Terms of Use.
- 8.5 You undertake not to use or permit (whether knowingly or unknowingly), anyone to use the Portals in breach of these Portal Terms of Use or any applicable Acceptable Use Policy.
- 8.6 You will:
- (a) inform Users of all policies and practices that are relevant to Your access and use of the Portals and of any settings that may impact the processing of their personal data; and
 - (b) ensure the transfer and processing of personal data under these Portal Terms of Use is lawful.

9 Usernames, Passwords & Authentication Tokens

- 9.1 You agree to treat any Username(s) and Password(s) We have provided to You for logging in to the Portals as strictly confidential.
- 9.2 You are responsible for ensuring each User complies with all security procedures as notified to You by Us from time to time (whether by email, telephone or other means).
- 9.3 You must take all reasonable steps to keep any Password or multifactor authentication secret and

You should only disclose it to the User for whose use it is issued by Us.

- 9.4 You must ensure Users take all reasonable steps to keep their Passwords secret and that Users do not disclose Password details to anyone else, including other Users or other members of Your staff or to members of Our staff.
- 9.5 If You or a User thinks a Password is lost, compromised or known to someone else, You must ensure that You notify Us immediately so that We may suspend that User's use of the Portals, until a new Password has been set up.
- 9.6 You must notify Us of a change in Users (including when a User will no longer be part of Your organisation or when a User's role in Your organisation changes so that access to the Portals is no longer required in such new role) as soon as reasonably possible so that We may disable the Password.

10 Data Protection and Privacy

- 10.1 Please refer to Our Privacy Policy to understand Our responsibility to You with regards to Our use of Your personal information. In providing the Portals We may also use cookies in accordance with Our Cookie Policy. Cookies allow Us to recognise and count the number of visitors to the Portals and help Us to see how Users use the Portals. The information collected via cookies helps Us to understand better how the Portals work and to make improvements to it. For example, cookies could assist Us with making certain features of the Portals more accessible and easier to use. We will only use cookies in accordance with Our Cookie Policy.
- 10.2 You confirm that You have read and understand Our Privacy Policy and Cookie Policy and Our Data Processing Activities in Appendix 3.
- 10.3 During Your use of the Portals, You will be a controller of any personal information collected from Users and End-Users. You warrant that You are entitled to disclose the personal information of Users and End-Users to Us and that, without taking further steps, We may collect, access, reproduce, copy, translate, modify, edit, distribute, transmit, transfer, display, disseminate and use the personal data of Users and End-Users in accordance with Our Privacy Policy.
- 10.4 Without prejudice to the generality of Our Privacy Policy, You acknowledge that subject to the terms and conditions applicable to any relevant order form or the Agreement We may disclose any information and material provided by You, and Your identity to third parties where We are required to do so by applicable regulation and law.

11 Suspending Access to the Portals

- 11.1 We may cancel or suspend Your use of or access to the Portals or suspend the availability of the Portals at any time for any reason. We will usually give You reasonable notice of such cancellation or suspension. However, You acknowledge that such notices may not always be possible; for example, where there is a security concern or a technical issue.

- 11.2 Cancellation or suspension of Your access to the Portals may not affect the provision of the Services. Even where Your use and access to the Portals has been cancelled or suspended, We may be able to continue to provide the Services to You without the Portals. Where this happens, You will be responsible for paying all charges, fees and payments applicable to the provision of the Portals and the Services without any reduction or discount.
- 11.3 Cancellation or suspension of Your access to the Portals may not affect any instructions that Users have already given prior to such cancellation or suspension.
- 11.4 Where You cannot access the Portals due to Your own acts or omissions, You shall continue to be responsible for paying all charges, fees and payments applicable to the provision of the Portals and the Services without any reduction or discount.

12 Governing Law

- 12.1 These Portal Terms of Use are governed by English Law. Any disputes shall be subject to the exclusive jurisdiction of the English courts.
- 12.2 Notwithstanding clause 12.1, should You access the Portals from outside of the United Kingdom, it shall be Your responsibility to ensure You comply with all applicable laws.

13 Changes

- 12.1 We have the right to change these Portal Terms of Use at any time without notice. It is Your responsibility to check these Portal Terms of Use each time You access the Portals. Your continued use, or Users continued use, of the Portals shall be deemed acceptance of any changes made. If You do not agree to the changes, You must cease to use the Portals immediately. If Users do not agree to the changes made to these Portal Terms of Use, You must ensure that those Users cease to use the Portals immediately.
- 12.2 Changes to Your Service will be reflected in the Agreement.

14 Our Intellectual Property Rights

- 14.1 You acknowledge that all Intellectual Property Rights in the Portals belongs to and shall belong to Us or the relevant third-party owners (as the case may be) and that You shall have no rights in or to the Portals other than the right to access and use it in accordance with these Portal Terms of Use.
- 14.2 We undertake at Our own expense to defend You or, at Our option, to settle any claim or action brought against You alleging that Your access or use of the Portals (or any part thereof) in accordance with these Portal Terms of Use infringes the UK Intellectual Property Rights of a third party ("Claim") and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against You as a result of or in connection with any such Claim. For the avoidance of doubt, this paragraph 14.2 shall not apply where the Claim in

question is attributable to access and use of the Portals (or any part thereof) by You in any way other than in accordance with these Portal Terms of Use, use of the Portals in combination with any hardware or software not supplied or approved by Us, or any unauthorised configuration of the Services. Paragraph 14.2 of these Portal Terms of Use constitutes Your sole and exclusive remedy in respect of all Claims.

- 14.3 Material and information provided to You through Your access and use of the Portals may contain valuable information that belongs to Us or others. You must not use such material or information other than in connection with the Service and must not take copies (other than for Your use in connection with the Service), sell, assign, lease, sub-license or otherwise transfer such materials or information to any person.
- 14.4 We are the owner or the licensee of all Intellectual Property Rights in the Portals and in the material published on it, save for Customer Content. You grant Us a licence to use all Customer Content in accordance with clause 5 of these Terms of Us.
- 14.5 All images, logos and names which identify Us, members of Our Group Company or third parties and their products and services are Our proprietary marks or, the proprietary marks of the relevant member of Our Group Company and the relevant third parties. Nothing contained on the Portals shall be deemed to confer on any person any licence or right from Us, the relevant member of Our Group Company or any third party with respect to any such image, logo or name.

15 Validity and Waiver

- 15.1 If any provision or part provision of these Portal Terms of Use is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Portal Terms of Use.
- 15.2 If any provision or part-provision of these Portal Terms of Use is deemed deleted under paragraphs 15.1 of these Portal Terms of Use, We shall be entitled to amend such paragraph in a manner which to the greatest extent possible, achieves the intended commercial result of the original provision.
- 15.3 No waiver by Us of any failure by You to comply with these Portal Terms of Use shall operate or be construed as a waiver by Us of any future failures, whether of a like or different character.

16 No Warranty

- 16.1 All warranties, conditions, undertakings or terms, express or implied in respect of Your use of the Portals and the information and material contained in Portals are excluded to the fullest extent permitted by law.
- 16.2 We do not guarantee uninterrupted and reliable access to the Portals and We make no guarantees as to the operation, availability, functionality or otherwise of the Portals. Where a fault or outage, We will use reasonable endeavours to restore the Portals, however We shall have no liability whatsoever for the fault or outage and such faults

or outages shall not be subject to any service level agreement or service credits.

limitations of liability will not apply to the extent prohibited by applicable law.

- 16.3 We exclude all implied conditions, warranties, representations or other terms that may apply to the Portals or any content on it.
- 16.4 We do not warrant the availability of the Portals and third party services and shall have no liability whatsoever in relation to such availability or otherwise. The accessing and provision of information and third party services via the Portals shall be subject to such third parties' terms and conditions, if any. You shall be liable for compliance with those terms and conditions and We shall have no liability whatsoever in relation to any third party service.
- 16.5 We make no representations or warranties of any kind, whether express or implied, to You relating to the Portals, which is provided to You on an "as is" and "as available" basis".
- 16.6 We exclude all liability in relation to and do not warrant the accuracy, content, quality, completeness, fitness for purpose or legality of any information or services accessed using the Portals. We exclude all liability of any kind for the transmission or the reception of or the failure to transmit or to receive any material of whatever nature.

17 Limitations of Liability

- 17.1 We exclude all liability for loss or damage to You or Your business due to unauthorised access, breach of security or attack, to the Portals or otherwise to Your business systems, data, information or other materials. It is Your sole responsibility to protect yourself in such manner as You think fit from such unauthorised access, security breach or attack.
- 17.2 We will not be liable to You for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- (a) use of, or inability to use, the Portals; or
 - (b) use of or reliance on any content displayed on the Portals.
- 17.3 In particular, We will not be liable for:
- (a) loss of profits, sales, business, or revenue;
 - (b) business interruption;
 - (c) loss of anticipated savings;
 - (d) loss of business opportunity, goodwill or reputation; or
 - (e) any indirect or consequential loss or damage;
- 17.4 In each case, howsoever caused, whether in contract, tort or otherwise, and whether or not We had been advised of the possibility of such damages or loss. The foregoing disclaimers and

Appendix 2 - SD-WAN Service Level Agreement

How we'll look after You

Thank You for Your business. We will never take it for granted. That's why We have put together this Service Level Agreement . It lets You know exactly what We promise to deliver as part of the SD-WAN Service (in the United Kingdom) You've ordered from Us. This Service Level Agreement forms part of the Agreement Services provided so, naturally, We'll fulfil what's laid out here.

Getting You up and running

When We have taken Your order and finished planning, We will give you a Customer Promise Date. If for some reason We let you down, You'll be entitled to claim back Service Credits to make amends. It works like this:

| Threshold Missed | Service Credits |
|---------------------------------------|---|
| 1-7 Days past Customer Promise Date | 5% of Connection Charge for the delayed Site |
| 8-14 Days past Customer Promise Date | 15% of Connection Charge for the delayed Site |
| 15-30 Days past Customer Promise Date | 25% of Connection Charge for the delayed Site |
| >30 Days past Customer Promise Date | 50% of Connection Charge for the delayed Site |

Premium Connectivity

We pride ourselves on delivering high performance services and so We have set ourselves some performance targets for Premium Connectivity services as below. Now You know the minimum level of traffic performance You can expect – and We have committed to them in writing.

| ETHERNET | | |
|-------------|-------------------------|---------|
| Measurement | Class of Service | Targets |
| Latency | Realtime 1 | 25ms |
| | Realtime 2 | 25ms |
| | Customer control | 70ms |
| | Application 1-3 | 70ms |
| | VPN (Best efforts) | 100ms |
| | Internet (Best efforts) | 100ms |
| Jitter | Realtime 1 | 5ms |
| | Realtime 2 | 5ms |
| Packet Loss | Realtime 1 | 0.03% |
| | Realtime 2 | 0.03% |
| | Application 1-3 | 0.1% |

Real-time bandwidth must not exceed 50% of the total circuit bandwidth. Combined Real Time and Application bandwidth across all QoS classes cannot exceed 75%. Any quoted latency figures are one way only. To make life easier We only record performance metrics or routes between Your router (CPE to CPE). Performance targets do not apply to Sites with circuits based on, FTTP Service, SOGEA Service, SOADSL, HFC, Standard Connectivity Circuits, vCPE or any part of any mobile operator network.

We also need to let You know it's Your responsibility to ensure there's enough real-time bandwidth to support the volume of VoIP traffic being transmitted. Plus, You need to make sure that traffic volume doesn't exceed the Realtime bandwidth on the relevant Circuits, using tools like Call Admission Control.

But the good news is if We let You down, You'll be entitled to claim Service Credits for up to 10% of the Site's monthly Rental Charge.

Keeping You Connected

We have come up with a set of Service Availability targets for each of Our circuits types, so You know what to expect from Us each month.

They are in the tables below. If a Site can exchange traffic with any part of Your VPN, Our SD-WAN Director and the CPE at that Site, We consider the Service to be available.

The Service Availability targets scope excludes vCPE, IPsec VPN connections to Your or any 3rd party endpoints such as Virtual Private Cloud (VPC), firewalls or routers.

We work out monthly Service Availability per Site like this:

$$\frac{24\text{hrs} \times \text{days a month} - \text{Outage Time hrs} \times 100\%}{24\text{hrs} \times \text{days in a month}}$$

If We fail to deliver these Service Levels, You'll be entitled to claim back Service Credits for 10% of Site monthly Rental Charges.

Appendix 2 - SD-WAN Service Level Agreement

| Single access circuit, Single CPE | 3 rd party | x | * |
|---|-----------------------|---|--------|
| A single CE router with a single access circuit | LTE | ✓ | ** |
| | SOADSL | ✓ | 99.90% |
| | SOGEA Service | ✓ | |
| | HFC | ✓ | |
| | FTTP Service | ✓ | |
| | Ethernet | ✓ | |

*Where You have implemented SD-WAN as an overlay only, We are unable to support Availability targets, as the circuits used falls outside of Our control.

**Availability cannot be guaranteed on 4G (LTE) due to factors beyond Our control, such as network coverage, location of Your communication cabinet, adverse weather etc.

| Dual access circuit, Single CPE | 3 rd party | x | *** |
|---|-----------------------|---|--------|
| A single CE router with dual access circuit | LTE | ✓ | ** |
| | SOADSL | ✓ | 99.95% |
| | SOGEA Service | ✓ | |
| | HFC | ✓ | |
| | FTTP Service | ✓ | |
| | Ethernet | ✓ | |

***Where one of the circuits being utilised is a 3rd party circuit, We will only honour the Availability target outlined in the single access circuit, single CPE model.

Exclusions apply: 2 x same access type e.g. SOGEA+SOGEA, LTE+LTE or where the underlying service infrastructure is not compatible with another e.g. SOADSL + SOGEA + FTTP.

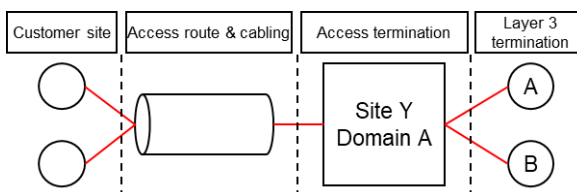
| Dual access circuit, Dual CPE | 3 rd party | x | *** |
|---|-----------------------|---|--------|
| Dual CE router with dual access circuit | LTE | ✓ | ** |
| | SOADSL | ✓ | 99.99% |
| | SOGEA Service | ✓ | |
| | HFC | ✓ | |
| | FTTP Service | ✓ | |
| | Ethernet | ✓ | |

*Where one of the circuits being utilised is a 3rd party circuit, We will only honour the Availability target outlined in the single access circuit, single CPE model.

Exclusions apply: 2 x same access type e.g. SOGEA Service.

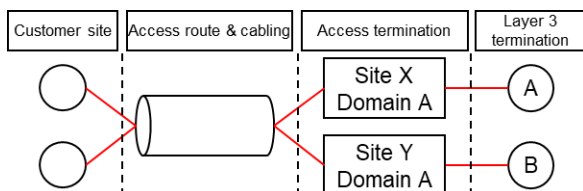
+SOGEA Service, LTE+LTE or where the underlying service infrastructure is not compatible with another e.g. SOADSL + SOGEA + FTTP.

| Dual access circuit, Dual CPE – Partial Diversity | | |
|---|----------|---------|
| Dual CPE routers with dual Ethernet access circuits, which may share duct and cable, access termination, but with separate Layer 3 termination. Virgin Media Business provided ethernet only. | Ethernet | 99.995% |

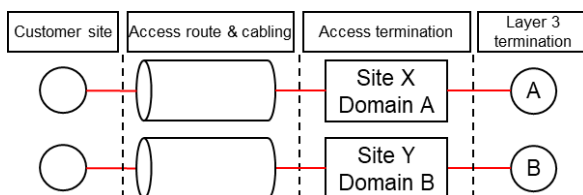


Appendix 2 - SD-WAN Service Level Agreement

| Dual access circuit, Dual CPE – Assured Diversity | | |
|---|----------|---------|
| Dual CE routers with dual Ethernet access circuits, which may share duct and cable, access termination, but with separate access termination and Layer 3 termination. Virgin Media Business provided Ethernet only. | Ethernet | 99.997% |



| Dual access circuit, Dual CPE – Assured Separation | | |
|--|----------|---------|
| Dual CE routers with dual Ethernet access circuits, which separate duct and cabling, access termination and Layer 3 termination. Virgin Media Business provided Ethernet only. | Ethernet | 99.999% |



| Triple access circuits, Single CPE ¹ | 3 rd party | x | NA |
|---|-----------------------|---|--------|
| A single CPE with triple access circuits | LTE | x | 99.99% |
| | SOADSL | ✓ | |
| | SOGEA Service | ✓ | |
| | HFC | ✓ | |
| | FTTP Service | ✓ | |
| | Ethernet | ✓ | |

| Triple access circuits, Dual CPE ¹ | 3 rd party | x | NA |
|---|-----------------------|---|------|
| Dual CPE routers with triple access circuits | LTE | x | 100% |
| | SOADSL | ✓ | |
| | SOGEA Service | ✓ | |
| | HFC | ✓ | |
| | FTTP Service | ✓ | |
| | Ethernet | ✓ | |

¹Where one of the circuits being utilised is a 3rd party circuit, We will only honour the Availability target outlined in the Dual access circuit, single CPE model.

Availability cannot be guaranteed on 4G (LTE) due to factors beyond Our control, such as network coverage, location of Your communication cabinet, adverse weather etc.

Exclusions apply: 2 or more same access type e.g. SOGEA+SOGEA, LTE+LTE or where the underlying service infrastructure is not compatible with another e.g. SOADSL + SOGEA + FTTP

Appendix 2 - SD-WAN Service Level Agreement

Customer provided connectivity

You can use a 3rd Party Circuit as part of your WAN. Where You are using a single 3rd Party Circuit, with a single CPE at a Site, that Site will be defined as an Overlay Site.

We will resolve any faults on the CPE and Overlay service in 5 hours. The restoration time for the underlying connectivity will be subject to the service level agreement agreed between You and Your 3rd Party Circuit provider.

Where Your Site uses a single CPE with a 3rd Party Circuit and a Circuit provisioned by Virgin Media Business, this **Service Level Agreement** will only apply to the Virgin Media Business CPE and Circuit, as outlined above under the Single access circuit, single CPE model. Your 3rd Party Circuit will still be subject to the **service level agreement** agreed between You and Your 3rd Party Circuit provider. Virgin Media Business will not be liable for any reduced performance where a 3rd Party Circuit suffers a fault or outage alongside an operating Virgin Media Business provided Circuit.

Virtual CPE

You may request Us to deploy vCPE in Your Public Cloud Service. We will resolve any faults on the vCPE within 5 hours. This resolution is limited to the virtual end point and does not extend to any part of Your Public Cloud Service or any connectivity used to access the vCPE and dependent on:

- vCPE must be up and accessible from the internet.
- Public Cloud Service environment must be configured correctly and in accordance with Virgin Media Business' requirements.
- If You fail to meet these obligations, it removes liability from us

Bringing You back online

For Virgin Media Business provided connectivity, if a problem arises and based on the access or service type, We will aim to fix Faults within the time listed in the table below:

| Access | Fix Time |
|--|-----------------------|
| LTE | Reasonable endeavours |
| FTTP Service, SOGEA Service and SOADSL | 7 hours |
| Cable Modem | 12 hours |
| Ethernet | 5 hours |
| Overlay only and Virtual CPE | 5 hours |

If We miss these targets, You are entitled to claim Service Credits as follows:

| Threshold missed | Service Credit Scheme |
|------------------|---|
| 0-3 hours past | 10% of monthly Site Rental |
| 3-10 hours past | 20% of monthly Site Rental |
| >10 hours past | Additional 10% monthly Site Rental for every additional 10 hours. |

Service Gateways

Should the implementation of Your SD WAN Service include a Hosted Service Gateway and Local Service Gateway, We will aim to fix any problem with Hosted Service Gateway or Local Service Gateway in 5 hours.

Hosted Service Gateway – Our target Availability is 99.999% and We calculate Availability in the same way as described in the **Keeping You Connected** section above. If We fail to deliver these Service Levels, We will give You'll be entitled to claim back a Service Credit of 5% of the monthly Hosted Service Gateway charges of the impacted Sites.

Local Service Gateway – We calculate availability in the same way as described in the **Keeping You Connected** section above. If We fail to deliver these Service Levels, You'll be entitled to claim back a Service Credit of 5% of the relevant monthly charges.

Appendix 2 - SD-WAN Service Level Agreement

Who's in charge of getting problems sorted?

If a problem isn't sorted within the times We promise, or something isn't delivered to the Customer Promise Date, then We escalate it as You can see from the tables below.

| Customer Promise Date | |
|--|--|
| Technical Support Centre Personnel | Days Following Customer Promise Date Failure |
| Provisioning Manager | 0 days |
| Head of Provide | Three (3) days |
| Director of Customer Services and Operations | Five (5) days |

| Late Service Restoration | |
|--------------------------|------------------|
| Internal Escalation | Escalation Level |
| Team Manager | Level 1 |
| Fault Centre Manager | Level 2 |
| Head of Business Assure | Level 3 |

Exclusions

Service Delivery

We will not be liable to pay Service Credits for service delivery failure where such failure results from:-

- a) Your network or system, or any part of it; or
- b) a fault in, or any problem associated with, equipment connected on Your side of the Virgin Media Business Network Termination Point; or
- c) Your acts or omissions; or
- d) Your breach of the Agreement; or
- e) Your failure or delay in complying with Our reasonable instructions; or
- f) any refusal to allow Us, Our employees, agents or subcontractors to enter into the relevant sites; or
- g) a event outside Your or Our control (as set out in clause 20 of the Standard terms and Conditions); or

- h) Your failure to obtain the necessary wayleaves.

Service Availability

Unavailability of the Service as a result of any of the following events shall not count as Outage Time:

- a) an Excused Outage; or
- b) a Planned Outage; or
- c) Unavailability of Portals
- d) where a Site has a Resilient Service, a Fault on a Circuit will not be counted for the purposes of Service Availability if Service is still available at that Site.

Service Restoration

Time spent in repairing a Fault or restoring the Service as a result of any of the following events will not be counted as part of the restoration time when calculating Service Credits:

- a) Your failure or delay in providing the necessary co-operation required by Us including without limitation:
 - i. Supply of the necessary information; or
 - ii. access to the relevant Sites; or
- b) Your relevant personnel cannot be contacted to assist Us or to confirm the Service is restored; or
- c) a Planned Outage; or
- d) an Excused Outage.

The time taken to restore a Fault is measured from the time the Fault Report is recorded on Our fault management system until the time We notify You that Service has been restored or in the event that We are unable to contact You, the time recorded on Our fault management system that Service has been restored.

General

If an on-site visit reveals that there is no fault with the Service or the Fault is an Excused Outage, We may charge You and You must pay Us an engineer call out fee at Our standard charges at that time.

Claiming Service Credits and Our Liability to You

To request Service Credits, You must claim in writing via Your account manager within three (3) months of the Fault Report or in the case of service availability within thirty (30) calendar days of each monthly period. If You do not claim Service Credits within such period You will be deemed to have waived the applicable Service Credits.

You agree that Service Credits shall be Your sole and exclusive financial remedy for Our failure to meet Service Levels. Service Credits payable shall relate to the Connection Charge or monthly or annual Rental Charge

Appendix 2 - SD-WAN Service Level Agreement

of the Site that is subject to the Fault or failure in service delivery as applicable.

Notwithstanding any provisions in the Agreement to the contrary in no event shall the total amount of Service Credits payable to You in any calendar year for the affected Site nor shall the amount of Service Credits payable to You in any month exceed the total of that month's Rental charge for the affected Site.

Planned Outage

Except in an emergency or in events beyond Our control, We will endeavour to give You at least 10 Working Days notice of any maintenance or upgrade work on Our network which will affect the Availability of Service to Your Site. Such notice will include:

- a) a brief description of the Planned Outage;
- b) date and time of the Planned Outage;
- c) estimated duration of the Planned Outage.

Such notice will be given by way of letter or via email. However, in the case of an emergency, We may give You a shorter notice by way of a telephone call. Planned Outages in respect of the HFC may take place during 09:00 to 17:00 on Working Days.

Appendix 3 - Data Processing Activities

| | |
|---|--|
| Categories of Individuals | The Personal Data concerns the following categories of Individuals: <ul style="list-style-type: none">• End users of Our customers SD-WAN Service |
| Categories of Personal Data | End User personal data: <ul style="list-style-type: none">• Data viewable is End User IP address, destination IP address, URL visited (full URL decrypted using SSL decryption) |
| Special categories of Personal Data | End User web browsing data can be any type |
| Nature and purpose of the Processing | <ul style="list-style-type: none">• The purpose of processing is to provision the SD-WAN Service to Our customers with internet breakout and security features enabled.• The nature of processing is the collection of logs from the customer's network. The data held within these logs will be made available to the customer in the Portals or in the SIEM export functionality. |
| Duration of processing | The raw data (logs) and security violations in the Portals will be held for seven (7) days and then deleted. |

Appendix 4 - Installation Types

| Installation Type | SOADSL Service | SOGEA Service | FTTP Service |
|------------------------------|--|---|---|
| Standard Installation | <ul style="list-style-type: none"> AM/PM appointment – Monday to Friday Provision/upgrade to NTE5c with ADSL Service Specific Face Plate (SSFP) fitted Up to ten (10) metres internal wiring from lead-in point Install NTE within one (1) metre of 13A power socket at nearest point to lead-in Ensure wiring meets Openreach standards Connect one device Demonstrate working service | <p>A standard managed install is for quite simple installations. When considering the case of a new line provided with standard managed install, this would be primarily for a residential or small shop scenario, and the engineer will install NTE within 1m of a 13A power socket at the nearest point to lead-in.</p> <p>The engineer will:</p> <ul style="list-style-type: none"> Install up to ten (10) metres of cable from the nearest power socket to the lead-in. Ensure wiring meets Openreach standards. Connect the router. Connect one device. Demonstrate the speeds attained | <p>An engineer visit to Your Site. Applies to new provide and product migration orders (e.g. from ADSL or FTTC to FTTP Service). Engineer activities include:</p> <ul style="list-style-type: none"> Upgrade to NTE5c (if required) Up to fifteen (15) metres of external wiring tacked around the outside of the building prior to entry. Connect the ONT inside the premises within one (1) metre of nearest 13amp mains power socket and no more than 10m of internal wiring from the fibre point of entry if needed to locate a suitable mains power socket. Connect router Connect one (1) device (includes: set-top boxes, PCs, laptops and smartphones, but does not include games consoles, WiFi extenders and WiFi disks, dongles or Your specific units – devices not previously connected at Your Site will not be connected) Demonstrate service to You |
| Premium Installation | <ul style="list-style-type: none"> Up to 30 metres internal wiring from lead-in point Connect up to two more devices Conduct Wi-Fi analysis in up to three rooms Move router to provide best Wi-Fi coverage Install up to two data extension kits or shift NTE to where You require (within 30 metres of lead-in) | <p>A premium managed install is a higher level of managed installation service. It covers all the standard features, along with additional activities. The application for this type of install is most likely to be residential, and some micro enterprise settings.</p> <p>The engineer will:</p> <ul style="list-style-type: none"> Install up to thirty (30) metres of cable from the nearest power socket to lead-in. Connect up to three (3) devices in total. Move the router to provide the best wi-fi coverage and conduct wi-fi analysis in up to three (3) rooms in the Site. Install up to 2 data extension kits and or shift NTE. <p>Further to this, there are some substitute activities should a premium managed install be selected to cover a SME (business) type setting.</p> <p>In this scenario, under a premium install, the engineer will:</p> <ul style="list-style-type: none"> Install up to thirty (30) metres of cable from the nearest power socket to lead-in, but to cover more difficult places such as in an existing cable tray or trunking, or in accessible ceiling or floor voids (subject to engineer risk assessment) Install up to two (2) data extension kits. No router installs (at Customer's risk) Add VRI if required | <p>A higher level of installation service. Applies to new provide and product migration orders (e.g. from ADSL or FTTC to FTTP Service). Engineer activities includes all the Standard features along with additional activities to optimise connectivity within Your Site, including:</p> <ul style="list-style-type: none"> More than fifteen (15) metres of external wiring (only where needed to reach chosen location) tacked around the outside of the building prior to entry. Connect the ONT inside the premises within one (1) metre of a suitable 13amp mains power socket where this is located and up to thirty (30) metres of internal wiring from the fibre point of entry if needed to locate a suitable mains power socket. Install up to two (2) data extension kits and/or Shift the ONT to Your require Reposition the Your router to provide best Wi-Fi coverage Carry out WIFI analysis in up to three (3) rooms in the premise Connect up to two (2) more devices and demonstrate (total = three (3)) -(includes: Set Top Boxes, PCs, Laptops and Smartphones, but does not include games consoles, WiFi extenders and WiFi disks, dongles or Your specific units. Any devices not previously connected at Your Site will not be connected). |
| Advanced Installation | Advanced is not available for BTW SOADSL. | An Advanced Installation is the most elevated level of managed Installation types. It covers all the Standard Installation and Premium Installation | A higher level of installation service. Applies to new provide and product migration orders (e.g. from ADSL or FTTC to FTTP Service). This option is designed |

Appendix 4 - Installation Types

| Installation Type | SOADSL Service | SOGEA Service | FTTP Service |
|-------------------|----------------|---|--|
| | | <p>features, along with additional activities, applicable to complex or critical installs. The application for this type of install is most likely to be commercial or industrial, with complex cabling requirements.</p> <p>In addition to applicable standard and premium activities, the engineer will:</p> <ul style="list-style-type: none"> • Install up to one hundred (100) metres of cable from the nearest power socket to lead-in. • Install complex cabling if needs be through multiple walls. • Use existing cable trays running horizontally or vertically (which may be through multiple floors) • Install services through ceiling or floor tiles that are removable and easily accessible. • Use in-situ cabling (structured) to provide service. • Connect to existing in-building structured cabling e.g., in comms rooms | <p>to support business customers with complex installations which require more than the Premium Installation activities listed or into a separate building on Site such as outbuildings or garages. Additional information can be provided on the order and/or more detailed work can be carried out to provision service to meet Your needs, especially businesses and public sector organisations. Advanced Install scope:</p> <ul style="list-style-type: none"> • Existing Premium Installation activities as required e.g. connect and reposition the router to the ONT and connect up to three devices • Connect the ONT inside the premises within one (1) metre of nearest 13amp mains power socket up to one hundred (100) metres from Your Splice Point . This one hundred (100) metres includes the internal and external wiring distance from Your Splice Point. • Provide one (1) external wall drill and one internal non-concrete wall drill if required • Use existing open cable tray work, work through ceiling or floor tiles that are removable and accessible and use in-situ cabling (structured cabling) • 'X' marks the spot to indicate preference for ONT install location (when available) |

