

Ethernet Service Guide

Product Annex v202210D

Contents

1.0	Introduction	<i>Page 3</i>
2.0	General Details	<i>Page 3</i>
3.0	Product Description	<i>Page 3</i>
3.1	Ethernet Leased Line	<i>Page 3</i>
3.2	Point to Point and Waves	<i>Page 4</i>
3.3	EFM - GEA	<i>Page 4</i>
3.4	Wireless Ethernet	<i>Page 4</i>
3.5	IDI Access	<i>Page 5</i>
3.6	ADVANCE (Failover)	<i>Page 5</i>
3.7	Quality of Service (QoS)	<i>Page 5</i>
3.8	Remote Configuration	<i>Page 6</i>
3.9	Wholesale Delivery	<i>Page 6</i>
4.0	Orders	<i>Page 7</i>
4.1	Charges	<i>Page 7</i>
4.2	Price Changes	<i>Page 7</i>
5.0	Activating the Service	<i>Page 7</i>
6.0	Provision of the Service	<i>Page 9</i>
6.1	General Information	<i>Page 9</i>
6.2	Site Surveys	<i>Page 9</i>
6.3	Service Installation	<i>Page 11</i>
6.4	Communication	<i>Page 11</i>
6.5	Sync Rates	<i>Page 11</i>
6.6	Service Technology	<i>Page 13</i>
6.7	Activation Lead-Time	<i>Page 13</i>
6.8	Wholesale Setup Process	<i>Page 14</i>
7.0	Service Equipment and Remote Management	<i>Page 14</i>
7.1	Customer Obligations: Service Equipment and Service Location	<i>Page 14</i>
7.2	Average Usage Assumption	<i>Page 17</i>
7.3	User of Service Equipment	<i>Page 17</i>
7.4	Remote Management	<i>Page 17</i>
7.5	Network Carrier Service Equipment	<i>Page 18</i>
8.0	Termination or Migration	<i>Page 19</i>
9.0	Support and Fault Finding	<i>Page 19</i>
10.0	Service Level Agreement and Service Credits	<i>Page 22</i>
10.1	Service Credit Calculation	<i>Page 23</i>
10.2	Claiming Service Credits	<i>Page 27</i>
10.3	Customer right to terminate for a fault	<i>Page 27</i>
10.4	Network Maintenance	<i>Page 28</i>
11.0	Definitions	<i>Page 29</i>

1.0 Introduction

Thank you for your recent Order with FluidOne and we look forward to providing this service to you and delivering an excellent customer experience. We are committed to continually improving our Services and look forward to receiving any feedback on the performance or quality of your interaction with FluidOne.

This document outlines key details about your service including product detail, installation details through to support and service credits. This document is updated regularly so please ensure you log into the FluidOne Dash portal for the latest version.

This document will form part of your Contract with FluidOne (following acceptance of your Order by FluidOne) for the provision of the FluidOne Service, as further detailed in the Master Services Agreement. This document uses a number of words and expressions whose meaning are defined Section 11 of this document. Further definitions used in this document are found in the Clause 19 of the Master Services Agreement.

2.0 General Details

Ethernet based Services provide a dedicated, uncontended internet connection with the support of MPLS, VPLS and Quality of Service technologies. VLANs can be supported from the Local Area Network through to the Wide Area Network enabling advance routing, failover and prioritisation across the whole of the Customer's organisation.

Installation of Ethernet Services is fraught with civil complications and manual processes. The industry has been poor in delivering a great experience but the benefits of the service once it is installed outweighs the challenges of installation. FluidOne work hard to continually update and chase the process to enable on boarding new Services as quickly and as pain free as possible.

3.0 Product Description

3.1 Ethernet Leased Line

Leased lines are delivered either over copper using frame relay or fibre and presented as an Ethernet connection. FluidOne will provide an NTE to terminate the copper or Fibre leased line. This NTE remains the property of FluidOne and must be returned to FluidOne by recorded delivery within ten (10) Working Days of termination of the Contract at Customer's expense. If the device is not received within ten (10) Working Days, or is received in a damaged condition, FluidOne will invoice Customer for all costs incurred in recovery or replacement.

For VPLS, The line may only sometimes support up to a maximum of 100 MAC addresses per service (due to carrier limitations) and FluidOne reserves the right to suspend service if this is exceeded.

3.1.1 10 Gb/s Leased Lines

Please note that flow-aware transport methods are used for leased lines greater than 1 Gb/s of bandwidth. This acts to divide traffic flows greater than 1 Gb/s into smaller flows

which will allow more efficient use of the network and minimise the potential for contention. Flow-aware transport divides traffic by source and destination IP or MAC address.

This means no single IP source/destination flow or MAC source/destination flow can be greater than 1 Gb/s.

- An example where this would not be an issue is for a typical Internet traffic profile of > 1 Gb/s, where there are multiple source/destination IP 'flows' between end points.
- An example of where it would be an issue, however, is a single, large TCP flow (> 1 Gb/s). This matches the single IP source/destination flow rule above.
- A second example of where this would be an issue is a > 1 Gb/s encrypted flow. The transport network will not be able to access sufficient information inside the encrypted flow to identify multiple smaller flows, resulting in potential service congestion/failure. This again matches the single IP source/destination flow rule above for the encrypted traffic between two endpoints.

3.2 Point to Point (P2P) and Waves

Dedicated P2P lines or Waves directly connect two endpoints on the Network to each other and are delivered either over copper using frame relay or fibre. A P2P line will be presented as an Ethernet connection. A Wave will be presented as an Optical connection.

The P2P line is provided directly over the supplying Carrier's infrastructure and does not use any part of the FluidOne managed core WAN infrastructure. Monitoring of the P2P line will be the responsibility of the Customer. P2P lines will be terminated by the third party Carrier at its demarcation point in the Customer/End User data centre's "meet me" room. It will be the Customer's responsibility to terminate the P2P lines on their end point devices. The Network termination Equipment will be the Carrier switching equipment in each data centre "meet me" room.

For a service impacting incident the SLA associated with the P2P line would start from when the Customer raises the incident with FluidOne and is accepted. This could either be through the clients own monitoring systems raised automatically and dispatched via e-mail or directly calling the FluidOne service desk to log an incident.

FluidOne will provide an NTE to terminate the copper or fibre leased line upon request at an additional charge.

Waves are usually delivered using DWDM (Dense Wavelength Division Multiplexing) which increases bandwidth over existing fibre networks by combining and transmitting multiple signals simultaneously at different wavelengths on the same piece of fibre.

Termination of Waves are at the Customer's request, depending on equipment and option such as Singlemode, Multimode, LC and SC are available.

3.3 EFM - GEA

Ethernet First Mile; an Ethernet service which uses bonded copper as the access variant. Dedicated copper is installed for the duration of the service and is not a PSTN service.

FluidOne will provide an NTE to terminate the copper service. This NTE remains the property of FluidOne and must be returned to FluidOne by recorded delivery within ten (10) Working Days of termination of the Contract at Customer's expense. If the device is not received within ten (10) Working Days, or is received in a damaged condition, FluidOne will invoice Customer for all costs incurred in recovery or replacement. The service is distance dependant therefore it is not always possible to deliver the speed acquired. If this is the case the Customer will have the option to downgrade to the next applicable service, at a reduced cost, or cancel the service.

3.4 Wireless Ethernet

An Ethernet wireless service delivered using microwave, WiFi or WiMAX technology to deliver an uncontended last mile connection presented as an Ethernet connection.

Where a repair requires the FluidOne/Carrier engineer to ascend a mast and the Target MTTR is during darkness or severe inclement weather, FluidOne may suspend the Target MTTR for such period, as it considers necessary if in the reasonable judgement of FluidOne potential health and safety hazard exists. Where a permanent solution is not possible FluidOne may provide a temporary solution to ensure that the Services are restored within the Target MTTR. Where the fault requires a permanent solution which requires planned outage FluidOne shall carry out such permanent solution as planned works and the time for carrying out such repair shall be agreed between the parties.

3.5 IDI Access

International direct internet access provided through third party suppliers which Service does not use or connect to FluidOne's Core Network. The Service is delivered as a Layer-3 service and may have different technical specification based on the specific country. These will be outlined in the Order.

The Service is provided outside of FluidOne's direct control meaning SLAs, Acceptable Usage Policy, Packet Loss and Jitter are unique to the service being offered and are outlined, if available, on the Order form. Unless specified otherwise in this Agreement or relevant Order, non-dedicated Services such as DSL or contended Services have no SLA, Packet Loss or Jitter guarantees and any stated guarantees or Service Levels are the subject to an obligation by FluidOne to us "all reasonable endeavours".

FluidOne can provide monitoring, such as Solarwinds, and VPNs on such connections back to a core UK network however this traffic will pass over the public Internet so no performance guarantees are offered.

Some countries such as China and United Arab Emirates operate local firewall controls for all Internet access in and out of the respective country. Service Provider acknowledges that FluidOne has no control or influence over these controls or policies and that they are applied in an all-encompassing way to prevent avoidance and can have impact on Services such as VPN and VoIP.

3.6 ADVANCE

ADVANCE delivers seamless failover using a mixture of connectivity products. It operates in an active/passive or active/active model with either the same IP address or independent IP addresses.

ADVANCE hardware is provided with a next Working Day replacement guarantee (provided faults are diagnosed before 3pm).

3.7 Quality of Service (QoS)

QoS is the capability of a network to provide better service to selected network traffic over various technologies, including Ethernet Services.

FluidOne provide a number of fixed options for the Customer to choose from which change the profile of the QoS acting upon the Service. These attributes are fixed and cannot be customised further. This clause excludes personalised QoS profiles deployed as part of a PWAN which can be customised further.

The QoS relies on and is subject to data being correctly tagged and identified by FluidOne's network. If such data is not correctly tagged and identified the packets of data will not be prioritised and hence fall outside of the QoS. This means a Customer may receive a degraded Service should a lot of data fail to be correctly tagged and identified. As FluidOne is routing the traffic and is not the originator it is unable to influence this process of tagging and identification and this process is beyond its control.

QoS looks to improve the performance of the line and will use its best endeavours to provide the QoS service but gives no Service Levels in respect of performance of this (without prejudice to the SLA).

3.8 Remote Configuration

Remote Configuration out of office hours is possible and needs to be booked through a FluidOne Account Manager. This service has an additional charge based on the time period booked. All work needs to be pre-agreed prior to being carried out.

FluidOne reserves the right, due to staff availability or similar, to not accept a customer specified date for carrying out Remote Configuration. FluidOne shall use best endeavours to carry out any scheduled Service in accordance with any agreed Order, target or specification but for the avoidance of doubt, there is no guarantees or SLA relating to this Service and FluidOne shall not, having used best endeavours, be responsible if scheduled Service is not carried out of.

Pricing for work is outlined in two separate bands:

Working Day: 8am – 7 pm, no charge

Working Day: 7pm – 10pm, Band 1

Working Day: 10pm-8am, Band 2

Non Working Day: 9am – 6pm, Band 1

Non Working Day: 6pm – 9am, Band 2

Band 1 is £150 per hour or part

Band 2 is £250 per hour or part

Should there be overrun of allotted time allocation the Customer, with agreement by the FluidOne engineer, will be able to extend following agreement to additional charges.

The Customer will be charged for scheduled work irrespective of whether the work has or has not taken place. On-site configuration at either a Datacentre or Customer Site is subject to additional pre-agreed travel and time costs.

3.9 Wholesale Delivery

For customers taking Services as a Wholesale delivery FluidOne can commence providing the Service the following documents must be created and approved:

- The Service Provider will provide a High Level Design document illustrating how the Service provider intends to install the connection across their network; and
- FluidOne will provide a low level network design document, which will provide the network configuration that will support the Service Provider connection (Interconnect).
- These documents must be signed off before FluidOne commit to make the connection.

FluidOne's wholesale delivery method for Ethernet is via VLANs. VLANs are used to segregate traffic for different data billing models and rates. All fixed-cost data rate services are provided on a single VLAN. All services which are billed using an aggregated CDR for that carrier will each be presented on their own VLAN. The wholesaler must support VLANs with mutually agreed numbering.

4.0 Orders

FluidOne may accept each Order in its discretion and may require Customer to provide satisfactory financial and credit information before acceptance. An Order is treated (by this Agreement) as accepted by FluidOne when FluidOne notifies the Customer in writing (including by email) that:

- a) a date has been set for the conduct of a site survey; or
- b) a date has been set for Activation of any part of the Services or for the installation of any equipment or part necessary for Activation of the Services; or
- c) FluidOne has confirmed acceptance of the Order in writing to the Customer.

FluidOne will issue such notification by email to the Customer's Authorised Personnel as stated on the Order Form and the date of such notification shall be deemed to be the "**Order Committed Date**".

4.1 Charges

For 95th percentile billing FluidOne shall measure the bandwidth throughout on a 5 minute average, taking the highest of the download or upload value. The top 5% of values in the billing calendar month shall be discarded, leaving the value of the 95% as the data usage rate, in Mb/s, for the month. Where the 95% value exceeds the committed data rate then the difference between the committed and 95% usage rates shall be charged at the

overage rate. Where no overage rate is specified on the Order form this shall be £40 per Mb/s.

4.2 Price Changes

FluidOne reserves the right to modify the Charges in response to a change of Applicable Laws that materially affects the terms of or any increase in the cost of delivery of the Services, FluidOne will provide notice of the change and/or any consequent increase in the Charges along with a written explanation and the Charges will be amended from the date of such notice.

In addition to the rights set out in the paragraph above, FluidOne shall be entitled to increase the Charges for any Service once in any Year by serving not less than thirty (30) days' written notice on the Customer, provided that the percentage increase in the relevant Charge is no greater than the percentage increase in the CPI between (a) the later of the Commencement Date and the date of any previous increase and (b) the date of the relevant increase.

5.0 Activating the Service

If Customer requires a public static IPv4 address Customer shall specify this in the Order. If Customer fails to specify this requirement, it will receive at completion of the Order either a dynamic or a static address at FluidOne's discretion. If Customer requires more than two (2) useable static IPv4 addresses Customer shall complete the IP justification form. The allocation of public IPv4 addresses shall be at FluidOne's sole discretion and capped on a per-Service basis.

FluidOne will prior to Activating a Service will:

- a) verify that each Service Location is in an area in which the Service is available;
- b) carry out a line test and/or site survey;
- c) where appropriate, provide and/or install Service Equipment;
- d) carry out appropriate Customer credit checks.

Where checks and/or surveys and/or installation carried out by FluidOne (or its Authorised Representative(s)) require attendance at a Service Location, the Customer shall liaise with FluidOne and/or its Authorised Representative(s) to ensure permission to access the Service Location is granted. FluidOne (or its Authorised Representative(s)) will with the Customer agree a date and time for attendance.

The Customer acknowledges that Installation of certain Services may be subject to surveys carried out by FluidOne or a Carrier (a 'Site Survey') and Customer, therefore, procures that FluidOne shall not be obliged to provide the Services where a Site Survey identifies a significant problem with providing the Services.

Where FluidOne determines prior to Activation that the Service cannot be Activated, FluidOne will notify the Customer and the Order will be automatically terminated.

To ensure that installation is carried out, the Customer will, upon the request of FluidOne, and at the Customer's sole expense and the Customer procures that it will:

- a) obtain all necessary consents, including consents for any necessary alterations to buildings.
- b) take up or remove any fitted or fixed floor coverings, ceiling tiles, suspended ceiling and partition covers advised by FluidOne, for Activation of the Service; and
- c) provide any electricity and connection points required by FluidOne or its agents.

The Customer acknowledges that during, and as a result of, the installation and Activation of the Services at Service Locations, temporary loss, interference or disruption to other telecommunications services may occur. FluidOne shall use its reasonable endeavours to minimise such interruption or interference and it will undertake checks for such interference in connection with any such installation. To the maximum extent permitted by law, FluidOne will not be liable for any loss, interruption or interference to such other services during installation.

Where an Activation is deemed possible, if a Customer cancels or terminates:

- (a) An Order at any time before the Order Committed Date, it will be liable for payment of a £120 admin fee and any Carrier or other specific charges or costs incurred in relation to such Order (it being acknowledged and agreed by the Parties that significant costs or charges may be incurred by FluidOne in the event of cancellation of an Order or Contract); and;
- (a) A Contract at any time after the Order Committed Date and prior to Activation, it will upon such termination be liable to pay FluidOne an amount equal to the Early Termination Charges.
- (b) A Contract at any time after Activation but before being validly terminated in accordance with a Contract, it shall upon such termination be liable to pay FluidOne an amount equal to the Charges that would have been payable during the entire Initial Term less any already paid by the Customer.

Where FluidOne is unable to Activate a Service due to the act or omission of the Customer (including the provision of incorrect material information), FluidOne may treat the Contract as terminated by giving a written notice to the Customer and may follow up such notice with a levy or charges provided in this Clause 5 (and the Customer will be deemed to have terminated the Order on the date of such notice for the purposes determining the payment under this Clause 5).

Where the Customer delays the installation or completion of a Service for more than 30 calendar days, FluidOne may terminate the Order by written notice to the Customer, in which event the Customer shall be liable to pay FluidOne the Early Termination Charges.

6.0 Provision of the Service

FluidOne will provide the Services from the Activation Date for the term of the relevant Service as described in the Product Annex and the applicable Order.

FluidOne warrants to the Customer and agrees that it will provide the Services in a manner befitting a competent telecommunications service provider and in accordance with good industry practice and in accordance with this Product Annex.

FluidOne will co-operate with the Customer in all reasonable matters relating to the Services. Nothing in this Clause 6 will prejudice the right of FluidOne to charge the

Customer additional expenses for such co-operation if permitted under this Agreement or as agreed separately in writing and signed by the Parties.

Any dates and timelines specified in this Agreement or in any Order for performance of a FluidOne obligation are estimates only and time will not be of the essence.

6.1 General Information

This product requires an engineer installation at site and in most, if not all cases, a site survey before the installation work will be carried out.

There are a number of key suppliers who provide a superior service in regards to quality of network and installation process. FluidOne will advise which providers will deliver against the requirements of the Order. It is advised that all aspects of the requirements are considered rather than just price.

Once the carrier and speed has been agreed with FluidOne the Order is passed to the service delivery team who will then place the Order with the carrier. Lead time for this which includes internal processing time is on average 5 working days. The carrier will then verify the address by the royal mail postcode check system, this can take a further 5 working days to complete.

6.2 Site Surveys

The next stage is the date for a Site Survey, usually 10 working days after the Order has been accepted. The Site Survey will identify whether the Services can be delivered to the Site and whether any wayleaves or third party consents are required.

Depending on the category of the delivery identified by the Site Survey (see below table) the carrier will then give an estimated completion date. This is only an estimation and can change due to more work being needed once the site survey takes place.

Network infrastructure required	Fibre blow only or splice of existing fibre	Access cabling/tubing required in existing access duct	New access duct required	New spine or spine extension required	New Core connectivity required
Category	Cat 1.1 (if no survey required) Cat 1.2 (if survey required)	Cat 2.1	Cat 2.2	Cat 3	Cat 4.1 (if intra-exchange tie cable required) Cat 4.2 (if inter-exchange network required)

Category 1.1 is the quickest type of delivery having all infrastructure in place and cables to the desired termination point. Category 4.2 would indicate a heavy amount of work to be completed before the carrier can get to the point of installing the Service.

Site survey results can take 10-15 working days for the details to relay back to FluidOne. The Order will then progress through a number of stages, including Wayleave (if required), Excess Construction Charges (ECCs), external civil work, internal cabling, splicing/jointing, fit and test and then handover.

In the event Consents are required by the Customer, then prior to the Installation Date, the carrier will provide documentation including copies of photographs, diagrams, technical descriptions and official documents in order to facilitate the Customer acquiring planning consents and wayleaves, including any licences and/or consents required from Customer's landlord or any other third party to install the Equipment at the Site (each a "**Consent**"). FluidOne makes no warranties on behalf of the carrier that the documentation provided will be sufficient to obtain the Consents and notwithstanding any assistance that FluidOne may provide to the Customer, the Customer shall remain solely responsible for obtaining the Consents.

Prior to the Installation Date, the Customer shall confirm in writing:

- a) That the Customer has obtained the necessary Consents where required from third parties if the carrier has to cross their land or place Equipment on their premises;
- b) That the Customer has obtained all necessary planning Consents where that planning consent is necessary;
- c) In respect to Wireless Ethernet Services, that the Customer consents to the carrier installing the Equipment including, without limitation, mounting any Equipment necessary to receive the Service on the exterior of the Site (and the carrier shall, where this does not interfere with provision of the Service, mount such Equipment in such a manner to minimise visual impact and physical restoration and in accordance with any instructions from the Consents); and

- d) That the Customer accepts responsibility for all subsequent issues related to property arising from the installation and continued operation of the Equipment but excluding any damage that is proven to be due to the negligence of FluidOne, its employees or subcontractors.

If the Parties agree a date for FluidOne (or its subcontractors or a Carrier) to attend a Site for the purposes of conducting a Site Survey or to install any Service Equipment, the Customer agrees that access to the Site will be provided and that a member of staff with knowledge of the building and Site will be available to answer any queries that they may have. In the event that FluidOne (or its subcontractors or the Carrier) is unable to perform the necessary Site Survey or installation on that date, the Customer shall pay to FluidOne an Abortive Visit Charge, unless the inability to perform is caused by FluidOne's (or its sub-contractors' or Carrier's) act or omission.

The Customer acknowledges and agrees that the results of a Site Survey may reveal that additional charges may be incurred (including Excess Construction Charges) in Order to provide the Services and FluidOne shall notify the Customer of any additional charges after the Site Survey (a Charges Notice). The Customer shall notify FluidOne within 25 calendar days after receipt of a Charges Notice whether it agrees to pay such additional charges. If the Customer does not respond to FluidOne within 25 calendar days after the Charges Notice FluidOne shall be under no obligation to proceed with the installation of the Services at the Sites and shall be entitled to cancel the applicable Order and the Customer shall pay either Cancellation Charges or Early Termination Charges to FluidOne, whichever shall apply as set out in the Order. Such additional charges shall constitute Charges for the purposes of the relevant Contract.

If the Customer does not agree to pay those additional charges (including any Excess Construction Charges) notified to the Customer in the Charges Notice, either Party shall be entitled to terminate the Order relating to the Site in respect of which such additional charges would otherwise be incurred and (i) FluidOne shall have no liability to the Customer in respect of that termination and (ii) the Customer shall pay any applicable Cancellation Charges or Early Termination Charges to FluidOne. Following a Site Survey, FluidOne shall have the right to amend any target Activation Date: (i) if reasonably required based on the results of the Site Survey or (ii) to reflect the period of time taken by the Customer to respond to a Charges Notice.

It can take up to 10 Working Days for the carrier to provide the handover document once the fit and test is complete, when FluidOne have the handover document we then pass this to our Net ops team to complete the configuration and officially handover the line to the Customer.

6.3 Service Installation

An Ethernet Leased Line will require numerous appointments for engineers to attend site, it is imperative that the site contact is onsite to allow access or to organise this, appointments will be as follows:

- Site Survey is the first stage and this will indicate the level of work needed to complete the install.

- Site externals if needed this will be a job of getting the fibre from the node to the premise. First Site internals will be to run the fibre cable internally to the termination point.
- Second Site internals will include connecting all the cable together to complete a full line this is known as splicing, during this appointment the engineers will install the NTE which is the termination point for the line.
- Fit and Test – The final appointment will be the engineer's job to test the circuit back to the exchange and verify data can be transferred.

Additionally, ensuring the appointed on site contact has access to the comms room and is available for the above activities to monitor and support the engineer will help to ensure the line is installed correctly and mitigate against failed engineer visits.

The main issue with the delivery of Ethernet Leased Line Services is the external civil element, where work is completed in the street. This work can involve overcoming many hurdles, including clearing blocked ducts, repairing and replacing collapsed ducts. The civils team may need to request traffic management which requires council approval. The circuit may also sit near a 'zone of interest' where gas works are close by, and this then requires a third party engineer, to attend the area and support and monitor the telecoms engineer.

Wayleave also presents big delays, and is becoming more common. The telecoms industry works in series, and not parallel, which means that we will only arrange the next task in the chain once the first task is complete. Often this means that the biggest hold up is waiting for the Civil Works being completed.

Where wayleave is required by the Customer or the Customer's Landlord, FluidOne encourages the use of the carrier's wayleave as a cost and time saving measure. The Customer should note that a Landlord is generally not entitled to unreasonably refuse to grant consent pursuant to section 134 of the Communications Act 2003.

The Customer shall use its best endeavours to obtain all necessary Consents and wayleaves.

6.4 Communication

FluidOne will notify once the Order is placed and once we have the Activation or installation date. FluidOne will again contact the Customer the day prior to the installation, as a reminder of the installation and to ensure everything is in order. Finally, FluidOne will notify the Customer once the service is active, typically the day after the installation date.

6.5 Sync Rates

In relation to EFM or GEA the Services will be provided up to the maximum Bandwidth specified on the Order. It may not always be possible to provide the Service to the maximum Bandwidth specified, and the following shall apply:

- For Fixed-Rate Services, in the event that the Service operates at less than 85% of the specified maximum Sync Rate, Customer shall be entitled to have the relevant Contract migrated to the next most appropriate speed. The Activation Date for the migrated Contract shall not change but the new Sync Rate (and Charges for such new Sync Rate) shall not be of retrospective effect and shall take effect from the date of migration. This migration of the relevant Contract to a new Sync Rate shall be Customer's sole remedy in contract, tort (including negligence) or otherwise in respect of any failure prior to migration to the new Sync Rate to provide the Service at the specified maximum Sync Rate;
- For Rate-Adaptive Services, the Sync Rate is determined by the copper quality and distance from the exchange. FluidOne will use reasonable endeavours to estimate the maximum Sync Rate prior to Activation, but Customer accepts that these are conditions beyond FluidOne's control. Accordingly, FluidOne shall have no liability in contract, tort (including negligence) or otherwise in respect of the event that a Rate-Adaptive Service fails to operate to Customer's expectations or estimated Bandwidth or Sync Rates.

6.6 Service Technology

FluidOne may at any time vary or alter the equipment or other technology used in the delivery of the Services provided that such variations or alterations shall not be materially detrimental or disruptive to the performance capability of the Services.

6.7 Activation Lead-Time

FluidOne shall use its reasonable endeavours to provide the Service within the following lead times. Lead-times run from the Order Committed Date.

EFM – 30 working days

Ethernet Leased Line – 60/90 working days

Point to Point – 60/90 working days

Wave/DWDM – 60/90 working days

ADVANCE – 20 working days

The lead times are target lead time and FluidOne shall not guarantee they will be achieved. Further, FluidOne reserves the right to change these lead times if new work and/or third party consents are required. FluidOne shall not be liable in contract, tort (including negligence) or otherwise for a failure to meet such timeframes, provided that FluidOne has discharged its obligation to use reasonable endeavours to achieve lead times.

The details of any additional charges specified are available to Customer from the Openreach engineer and in the event of additional charges applying, the Customer shall promptly elect to (i) proceed with the installation or (ii) notify the Openreach engineer before any work commences that the installation should not go ahead in which event this shall be deemed to be a termination of the Contract by the Customer in respect only of that particular line being installed. Where the Customer fails to make an election upon being notified of the additional charges, the Customer shall be deemed to have terminated

the Contract in respect of that particular line being installed. In the event of such deemed termination of the Contract (that is following the Customer election in (ii) or following a failure to elect), the Customer shall not be liable to pay the charges relating to such line provided that the election to terminate was made promptly.

In the event that Customer allows installation of any Service to proceed, this shall be treated as acceptance by the Customer of the installation and these additional charges. Customer shall pay such charges on the date specified in the invoice issued by FluidOne.

6.8 Wholesale Setup Process

For Wholesalers FluidOne NOC will engage with the Service Provider to agree the steps required for set up of the connection and the appropriate points of connection within the Network. It is the responsibility of the Wholesaler to procure the connection that supports their service. Once the connection has been procured by the Service Provider, the Service Provider must inform FluidOne NOC of the due dates for delivery of the connection so that FluidOne engineers can be booked and access can be arranged for the FluidOne engineers to install the intended point of connection. FluidOne NOC will ensure that the access to the connection is available on the agreed date that FluidOne engineers are required.

FluidOne NOC will project manage access to the relevant point of connection, engineer visits and any testing required by FluidOne to confirm connectivity and traffic flow in line with agreed FluidOne network test acceptance criteria. The test process and acceptance criteria will be agreed with the Wholesaler during the Set Up Process. Sign off will be the responsibility of FluidOne NOC.

FluidOne have the right to pass on to the Wholesaler any installation costs associated with the setup of the connection, provided such costs are incurred as part of the process agreed with the Wholesaler. The interface for the connection will be Gigabit Ethernet delivered over copper. Singlemode or multimode fibre interfaces are available at a one-off £500 surcharge. Where the Wholesaler takes a 2nd Connection for resiliency this must be taken at a different datacentre to the 1st. The Wholesaler shall be responsible for providing the glue subnets for the interconnect VLANs.

FluidOne will be responsible for management of the Network up to the point of connection and also for Network availability in order for the Wholesaler to provide broadband products which are provided, in whole or in part, by use of the Network and the Services.

7.0 Service Equipment and Remote Management

7.1 Customer Obligations: Service Equipment and Service Locations

The following conditions will apply to the Service Equipment consumed as part of the Services detailed in this Product Annex:

1. FluidOne or its Authorised Personnel (e.g. agents and subcontractors) may during the term of each Contract and in accordance with the Product Annex: (i) install and keep installed the Service Equipment at each Service Location; and (ii) have the right to enter and re-enter each Service Location as and when required in order to install, test, operate, maintain and remove the Service Equipment. The right to

remove Service Equipment shall survive the term of each Contract for a reasonable amount of time.

2. The Customer will prepare and provide (i) reasonable access to the Service Location to enable FluidOne's Authorised Personnel (agent and or sub-contractors) to provide the Services and (ii) a safe and suitable environment for housing the Service Equipment, including appropriate protection from weather, security, availability of power, cooling, heating and ventilation. The Customer, FluidOne and its Authorised Personnel (agent or sub-contractors) shall comply with health and safety regulations and other applicable standards in relation to staff of FluidOne and its sub-contractors attending each Service Location.
3. The Customer shall be responsible for the maintenance of Customer Equipment and cables connected to the Network unless otherwise agreed by the Parties pursuant to an Order.
4. The Customer shall not make any replacement, interference, modification, adjustment or connection to the Service Equipment unless such replacement, interference, modification, adjustment or connection is agreed by FluidOne in writing.
5. The Customer will:
 - a) not stack any equipment or materials on top of the Service Equipment;
 - b) take all reasonable steps to secure against any unauthorised use of the Service Equipment;
 - c) ensure the safe keeping of the Service Equipment at a Service Location and indemnify FluidOne for any theft, loss or damage to the Service Equipment other than arising from the acts or omissions of FluidOne or its sub-contractors;
 - d) ensure that all Service Equipment located in any Service Location or otherwise connected to the Network has the relevant electrical protection and failsafe measures, labelling and instructions for use as may be required by law and is connected to the Network and used in accordance with any applicable laws and instructions; and
 - e) ensure the compatibility of any applications (including Customer Equipment) the Customer wishes to use with the Services and ensure that any such applications do not harm the Network, Services, or any other customer's network or equipment.
6. FluidOne agrees that its staff will observe the reasonable site regulations of the Customer whilst at the Service Location. In the event of any conflict between such site regulations and the Contract, the latter shall prevail unless the Parties are required by law to comply with the site regulations, in which case the site regulations will prevail.
7. With the exception of Service Equipment, the Customer will be responsible for providing computer hardware, software and telecommunications equipment and services to access and use the Services.

8. Ownership and title in the Service Equipment will remain with FluidOne at all times during the term of the relevant Contract, unless agreed otherwise in writing between the Parties. The Customer will not charge, mortgage or otherwise deal with the same and will use all reasonable efforts to prevent third Parties from asserting or acquiring any rights in relation to the Service Equipment.
9. The Customer will ensure that all equipment connected to a Service is connected to and used with the Service in accordance with the published instructions and any safety and security procedures notified to the Customer.
10. FluidOne makes no warranty that a Service will interoperate properly with any equipment not procured from FluidOne in connection with that Service.
11. The configuration of equipment and Services provided by or on behalf of FluidOne (and know-how, design and information relating to such equipment and service configuration) and the Network is and will remain at all times the Intellectual Property of FluidOne and/or its sub-contractors. The Customer accepts that it does not have any right of ownership at any time during the Contract or after the Service has ceased and the Customer will not, at any time, and for any reason, attempt to gain access to the configuration of Service Equipment or the Network.
12. Any attempts not authorised by FluidOne to gain access to the Service Equipment or the Network by any means, including brute force hacking, reverse-engineering or resetting of the device will be deemed a breach of this Agreement and the terms of the Order Contract of Service and FluidOne reserves the right to terminate this Agreement with immediate effect and/or suspend the Service forthwith in accordance with Clause 4.1 of the Agreement (Service Suspension/Alteration) and may pursue the Customer for damages where Equipment or Network has been damaged or compromised.
13. Where the Customer needs to undertake penetration testing for security audit purposes the Customer will notify noc@fluidone.com five (5) Working Days in advance in writing, detailing the tests being undertaken. The Customer will receive confirmation back by email when this has been accepted. Failure to notify FluidOne will be deemed a hacking attempt on the FluidOne network and material breach of this Agreement for the purposes of Clause 6.7 of the Agreement (Termination for Customer Fault).
14. Where remote management of the Service Equipment transfers to the Customer on cessation of the Service, FluidOne will, at the Customer's request (sent to support@fluidone.com sufficiently prior to the termination date), reset the Service Equipment to factory default settings so as to provide Customer with management access to the modem. A request to reset the Service Equipment after this date, or without sufficient notice, will require the return of the Service Equipment to FluidOne and collection, each at the Customer's expense.
15. The Customer will ensure that Service Equipment is made available to FluidOne in good working order and physical condition for collection in packaging provided by FluidOne and within 2 weeks of the cessation of the Service. If the Service Equipment is not returned, or has sustained physical damage preventing it being

re-deployed in a good condition, then FluidOne may charge the Customer the full cost of replacement at manufacturer's list price at that time.

16. For the purposes of Clause 3.7 in the Master Services Agreement (Termination for Customer Fault), any breach by Customer of the provisions of Condition 2, 4, 8, 11, 12, and 13 in this Clause 7.1 will be deemed a material breach of the Agreement and of the relevant Contract.

7.2 Average Usage Assumption

From 1st January 2021, where FluidOne provides CPE (Client Premise Equipment) in the form of a network switch or router, which is in addition to any Carrier Equipment, FluidOne shall specify the equipment based on average usage.

The CPE shall be specified based upon an assumed 1500-byte packet size and usage typical of a staffed business premises. Where actual packet sizes are smaller than 1500-bytes or where usage is not typical of a staffed business premises, the CPE may not be able to perform to the committed data rate of the service.

Similarly, where advanced CPE features, such as NAT, firewalling and VPN, are enabled on the CPE, these will reduce the processing capability of the device and consequently the possible throughput.

In the event that the device is unable to perform at a rate needed by the Customer, FluidOne shall, upon request, replace the CPE with an alternative CPE, in the form of a network switch with a No-NAT configuration and without any other configuration features enabled.

7.3 Use of Service Equipment

The Customer shall ensure that all Service Equipment is connected to the Network and used in accordance with Clause 7.1 and the following standards in the Order of precedence below:

- any legal requirements imposed on the parties including those arising from General Condition 2 set out under section 45 of the Communications Act 2003;
- any relevant specification notified by Ofcom in implementation of the recommendations of the Network Interoperability Consultative Committee;
- any relevant recommendations by the European Telecommunications Standards Institute; and
- any relevant recommendations by the Telecommunications Standards Bureau of the International Telecommunications Union.

7.4 Remote Management

Remote Management (where specified in the Order Form) is provided as standard with Cisco and Juniper hardware to support configuration changes. FluidOne will endeavour to make changes within 4 Working Hours of notice.

These include, but are not limited to the following change requests:

- Basic configuration tasks;
- Access lists and NAT rules;
- Basic security settings;
- DHCP and DNS settings;

Basic Configuration requests are requests that can be completed within 15 minutes per request. For the avoidance of doubt, change requests and FluidOne's obligations in relation to such change requests are subject to and conditional on Customer's compliance with the Acceptable Usage Policy.

All Customer requests for changes to hardware configuration must be made via email even if a support ticket is also raised by the phone system. Should the Customer not provide all the necessary information required to carry out a change then a request for further details will be provided within the stated time period. The clock will restart when all required information has been provided. FluidOne may refuse such request in the event that it reasonably believes that such request may result in loss of or disruption to the Service or Network.

4 Hour Hardware Replacement warranty is available as an option on the Service Equipment. This warranty provides onsite replacement of the hardware with a like for like replacement within 4 hours (the 4 hour period being the period up to delivery of the hardware at Customer's premises) of it being diagnosed as faulty. The Customer acknowledges that this time period does not take into account or include the diagnostic period necessary to determine whether the hardware is faulty following the raising of a support ticket and excludes any time taken to install and commission the hardware. Where this option has been taken by the Customer, FluidOne shall use its commercial endeavours to meet the 4 hour response target and the service credits specified in Schedule 3 shall apply in the event of FluidOne's failure to meet this response target. Where this option has not been taken by the Customer, FluidOne shall use reasonable endeavours to repair or replace with a like for like replacement within the next Working Day of it being diagnosed.

FluidOne will have no liability to the Customer relating to the provision or performance of any Services affected by the any failure by Customer to comply with any obligations outlined in this Product Annex.

Where ownership of the CPE resides with the Customer, on cessation of the Service, FluidOne will, at Customer's request (sent to support@FluidOne.com prior to the termination date), reset the CPE to factory default settings so as to provide Customer with management access to the device. A request to reset the CPE after this date will require the return of the CPE to FluidOne and collection, each at Customer's expense.

7.5 Network Carrier Service Equipment

Where ownership and title of the Service Equipment belongs to the network carrier ("**Carrier Equipment**"), upon cessation of the Service and in the event Carrier Equipment has not been returned, the network carrier maintains the right to recover any and all Carrier Equipment within 12 months of the Services being suspended or terminated.

Additionally, the Customer shall ensure that any Landlord to the Customer waives any rights they may otherwise enjoy over the Carrier Equipment held at the premises.

Notwithstanding Section 4 of the Master Services Agreement, the Customer shall promptly notify FluidOne in the event that any part of the Carrier Equipment fails, is stolen or damaged. The Customer shall be responsible for, and shall indemnify FluidOne for all costs in connection with, any loss of or damage to the Carrier Equipment howsoever caused, save for any such loss or damage caused by the negligence of FluidOne or its subcontractors, or directly by an Act of God.

The Customer shall take reasonable care of the Carrier Equipment. If the Customer fails to prevent damage to the Carrier Equipment, the Customer shall be held solely responsible for the costs of repair or replacement save for any such loss or damage caused by the negligence of FluidOne or its subcontractors.

8.0 Termination or Migration

Following the expiry of the Initial Term of any Contract, either FluidOne or Customer may terminate that Contract by not less than three (3) month's written notice, such notice to take effect at either the end of the Initial Term or, in the event the request is submitted during or after the final three months of the Initial Term, the same day in the month after the notice period has expired. If the Customer upgrades the bandwidth of the Services at any time during or after the final 12 months of the Initial Term, the Contract for such Services shall be automatically extended by a 12 month Term.

Contracts that have not been terminated upon the expiry of the Initial Term will automatically renew for the lesser of either the Initial Term or 1 year. A cancellation request must be effected by the Customer using the online form and process located at the FluidOne Portal, Dash.

Notice of termination via email will only be accepted where the online portal, Dash, is not available in which event Customer must email FluidOne with a request to terminate the Contract at: cancel@FluidOne.com. Such email must contain the contracted company name and details of the Service being cancelled, the site address and service description and FluidOne contract number. No other method of notice of termination will be accepted or effective. Upon emailing cancel@FluidOne.com, the Customer will be sent an acknowledgement of receipt within 4 hours, containing a "Ticket ID". The Customer must retain this ticket ID as evidence of the cancellation submission via email.

9.0 Support and Fault Finding

Customer shall report all faults to FluidOne's support team. FluidOne will respond and resolve each fault in accordance with the Service Level Agreement.

To report a fault Customer must email support@FluidOne.com, raise a ticket in the portal or call 020 7099 8999 and press option 2. Urgent faults (being any loss of Service or any fault that prevents Customer from conducting its business) must be reported by telephone for the quickest response time. Faults cannot be raised via another department.

FluidOne shall allocate each reported fault a fault reference number, which must be used by Customer in all further dealings concerning that fault.

FluidOne's support engineers will diagnose the fault remotely. Customer shall carry out all checks requested by FluidOne to help diagnose and resolve a fault, including but not limited to first line checks, such as checking router status - power, carrier, testing with new cabling and filters as necessary and rebooting site equipment. Additional checks, such as plugging a PC or laptop directly into the NTE may be necessary.

Customer shall provide all assistance and information and carry out all checks requested by FluidOne promptly and in accordance with FluidOne's reasonable instructions.

As part of the diagnosis, FluidOne may require Customer to replace the CPE and NTE. In such case, the following shall apply:

- If FluidOne originally provided this equipment and it is still within Warranty, FluidOne will ship out replacement parts to test with by Next Working Day courier, providing the fault is identified by 3 pm. Replacement hardware for faults identified after 3 pm may not arrive until the subsequent Working Day;
- When hardware provided by FluidOne is outside the manufacturer's warranty FluidOne will still offer to ship replacement parts, provided that Customer pays the cost of replacement;
- When hardware is loaned to Customer by FluidOne for the purposes of diagnostics FluidOne shall immediately invoice Customer for the hardware, shipping and configuration. Customer agrees and undertakes to make the loaned hardware, or the original faulty hardware, available to FluidOne for collection (in a resalable 'as new' condition) at a time agreed with FluidOne within ten (10) calendar days. Upon receipt by FluidOne of the returned hardware as described, FluidOne will issue a credit note for the invoice. If FluidOne does not receive the hardware back within this time period the invoice shall become immediately payable; and
- Customer shall ensure that hardware made available for collection at Customer's offices in its original packaging (or packaging provided by FluidOne). If not made available, FluidOne may charge Customer the full cost of replacement at list price at that time.

In the event that no clear path to resolution of a fault has been identified using the above fault reporting and resolution procedures, the Customer may escalate the fault in accordance with the matrix set out below in which event both parties will follow the escalation matrix procedure. However, if the fault is escalated in accordance with this matrix, this shall not for the avoidance of doubt prevent the Supplier from carrying out its own internal diagnostic and escalation procedures. The escalation to the next step will only occur when the response time to each escalation level has not been met. This time is inclusive from first contact.

Technical Support Escalation Matrix				
Level	Availability	Contact		Time to Respond
1	24/7	Technical Support	02070998999 support@FluidOne.com	Initial Contact
2	09:00 – 18:00	Support Escalation	escalations@FluidOne.com On request via Level 1	1 hour
	24/7	On-call Escalation	On request via Level 1	2 hours
3	09:00 – 18:00	Network Support	On request via Level 2	4 hours
4	09:00 – 18:00	Support Team Manager	On request via Level 3	6 hours
5	24/7	Director	csm@FluidOne.com	8 hours
• Applicable when no CPTR (Clear Path To Resolution) has been identified. • Supplier escalation operates independent from the above which is managed by FluidOne. • Progress through each level is dependent on the Service Level Agreement (excluding non-FluidOne time) being breached at the previous stage by the Time to Respond time outlined above.				

10.0 Service Level Agreement and Service Credits

FluidOne shall, in the performance of the Services, use all reasonable endeavours to meet or exceed the Service Levels.

In the event that the Customer elects to purchase SLA+ (which provides enhanced Service Levels) for any specific Service, this shall be specified for the relevant Service at the time of Order.

Without diminishing any other obligations of FluidOne, FluidOne agrees to use its reasonable endeavours to respond to the Customer within 30 minutes in the event of any issue adversely and materially affecting the Services and/or the Core Network (excluding Carrier specific issues) being raised by the Customer.

FluidOne shall review the Service Levels achieved for each Month and report to the Customer summarising FluidOne support levels and any Service Credits owed to the Customer. Such report shall be sent out following the end of each Month.

FluidOne will provide a telephone support system available 24 hours of the day and every day without exception. All support calls will be investigated within 2 hours from receipt of the call, save where the applicable Service Level Agreement specifies a different response time in which case the support calls will be responded to by FluidOne in accordance with such Service Level Agreement.

FluidOne shall provide Network Availability and Internet Breakout, if specified, for each circuit 99.9% of the time unless a higher percentage is specified in a Contract or the SLA under "Agreed Uptime Guarantee" (in which case that percentage shall apply). This Service Level shall be measured on a Monthly basis. In the event of any failure of this Service Level in any Month, service credits apply as set out in the Service Level Agreement.

Should the Service experience Service Failure FluidOne shall endeavour to repair the fault in accordance with the following target repair times 'TTR' (Target Time To Repair), each running from the time Customer notifies FluidOne of the fault.

If the Service is described as '1:1 contention ratio', 'Leased Line' or 'EFM' then FluidOne shall ensure that the Service (whilst on the Core Network) will be uncontended at every stage of delivery, save where traffic traverses the public Internet, which cannot be controlled by FluidOne. FluidOne shall use all reasonable endeavours to ensure that the Service whilst on the rest of the Network (other than the Core Network) will be uncontended at every stage of delivery, but does not, for the avoidance of doubt, guarantee that the Service will be uncontended outside the Core Network, for example, but not limited to, in respect of Transit.

Where the Customer has not elected an enhanced hardware support package as part of the Service, FluidOne shall use reasonable endeavours to minimise disruption caused by faulty hardware.

Periods of unavailability that does not count for downtime in calculating periods of Uptime and Service Level performance

The following periods of unavailability of Service shall not be counted in calculating downtime and shall not be a Service Failure (and shall be treated as Uptime) for the purpose of the calculation of any Service Levels or service credits:

- any period prior to the relevant Service being successfully connected to the Network for the first time;
- during Scheduled Maintenance and Emergency Maintenance;
- during any period following a request by FluidOne to the Customer to carry out an action or provide necessary information where necessary to resolve the fault of failure, such period to be measured from the time of the written request until such request is actioned by Customer;
- during periods of downtime of the BT Openreach service or network for reasons specified or deemed by BT Openreach from time to time to be "Matters beyond our reasonable control" or "MBORC" in accordance with any terms of BT Openreach agreed to by, or imposed upon, FluidOne. It is agreed that the description of MBORC made publicly available by BT Openreach shall apply which, as at the date of entry into the Contract states: "Sometimes BT Openreach may not be able to do what we have agreed because of something beyond our reasonable control, which may include: lightning, flood, severe weather, fire, explosion, terrorist activities, anything done by Government or other competent authority, or industrial disputes. There may be other reasons too. In these cases, we do not accept responsibility for not providing you with your chosen communications Services";
- any period of downtime which is caused by or results from any Force Majeure;
- any period of downtime arising from failures of CPE;
- any period of downtime following suspension

Service credits will not apply to failures of CPE unless supplied by FluidOne and Customer has specified in the Order the 4 hour replacement option for such hardware.

FluidOne shall provide Core Network Availability for all voice and data platforms 99.99% of the time. This Service Level shall be measured on a Monthly basis. In the event of any failure of this Service Level in any Month, service credits shall apply as set out in the Service Level Agreement.

10.1 Service Credit Calculation

The table set out below provides a summary of the Service Levels and applicable service credits applying to various Services.

In the event that FluidOne fails to achieve the Uptime Service Level in any Month, it shall pay a service credit equal to the Monthly Fee Rebate corresponding to the applicable Service and Service Level (SLA+ or SLA). Service credits shall be paid in the Month following the Month in which the relevant Service Level failure occurred.

Services listed with 99.99% uptime (headed "Services"): ADVANCE ("99.99% Services")

- In the event that Uptime for any of these Services equals or exceeds 99.99% in any Month, the Monthly Rebate Fee shall be nil.
- In the event that Uptime is less than 99.99% but equals or exceeds 99.90% in any Month, the Monthly Rebate Fee shall be 10% for SLA+ and 2% for SLA.

- In the event that Uptime is less than 99.90% but equals or exceeds 99.50% in any Month, the Monthly Rebate Fee shall be 20% for SLA+ and 5% for SLA.
- In the event that Uptime is less than 99.50% but equals or exceeds 99.00% in any Month, the Monthly Rebate Fee shall be 30% for SLA+ and 10% for SLA.
- In the event that Uptime is less than 99.00%, the Monthly Rebate Fee shall be 30% for SLA+ and 10% for SLA.

All Other Services and primary lines from failover of the above 99.9% Services:

- In the event that Uptime for any of these Services equals or exceeds 99.9% in any Month, the Monthly Rebate Fee shall be nil.
- In the event that Uptime is less than 99.90% but equals or exceeds 99.50% in any Month, the Monthly Rebate Fee shall be 5% for SLA+, 10 per cent for SLA+Fibre and 0% for SLA.
- In the event that Uptime is less than 99.50% but equals or exceeds 99.00% in any Month, the Monthly Rebate Fee shall be 10% for SLA+, 20 per cent for SLA+Fibre and 2% for SLA.
- In the event that Uptime is less than 99.00% but equals or exceeds 98.00% in any Month, the Monthly Rebate Fee shall be 20% for SLA+, 30 per cent for SLA+Fibre and 5% for SLA.
- In the event that Uptime is less than 98.00% but equals or exceeds 97.00% in any Month, the Monthly Rebate Fee shall be 30% for SLA+, 40 per cent for SLA+Fibre and 10% for SLA.
- In the event that Uptime is less than 97.00% in any Month, the Monthly Rebate Fee shall be 30% for SLA+, 40 per cent for SLA+Fibre and 10% for SLA.

Latency/Packet Loss/Jitter Service Levels

In the event that a Latency Service Failure occurs in 3 consecutive Months or 4 Months in any 6 Month period, the Customer shall have the right to terminate the affected Service by 30 days' written notice to expire no later than 6 months from such Latency Service Failure and all Charges paid in advance for the terminated Services in respect of the period after termination shall be refunded to the Customer.

In the event that a Packet Loss Service Failure occurs in 3 consecutive Months or 4 Months in any 6 Month period, the Customer shall have the right to terminate the affected Service by 30 days' written notice to expire no later than 6 months from such Packet Loss Service Failure and all Charges paid in advance for the terminated Services in respect of the period after termination shall be refunded to the Customer.

In the event that a Jitter Service Failure occurs in 3 consecutive Months or 4 Months in any 6 Month period, the Customer shall have the right to terminate the affected Service by 30 days' written notice and all Charges paid in advance for the terminated Services in respect of the period after termination shall be refunded to the Customer.

The Customer shall carry out monitoring and measurement of the Latency, Packet Loss and Jitter for each Service to the reasonable satisfaction of FluidOne.

For IDI Access Services

SLA depends on country of installation and technology. The Service will not offer better than a 48 hour fix as standard. Uptime guarantee of 99.5% unless otherwise stated within the Order. No service credits are provided as standard for failure to meet the uptime guarantee.

Ethernet Wireless Service

Where FluidOne has failed to repair a Critical Fault within the Target MTTR, FluidOne will credit the Customer by reducing the Charges payable for the affected Wireless Ethernet Services for the following month by the amount set out below under Service Credit, calculated by reference to the number of hours by which the Company has failed to meet the Target MTTR.

Total Business Hours referred to below are those in a month by which the Company has failed to meet the Target MTTR for a Critical Fault;

Service Credit

- 0-4 Business Hours: An amount equivalent to one (1) day of the monthly fee payable for the affected Internet Services (per circuit affected)
- 4-8 Business Hours: An amount equivalent to two (2) days of the monthly fee payable for the affected Internet Services (per circuit affected)
- 8-16 Business Hours: An amount equivalent to three (3) days of the monthly fee payable for the affected Internet Services (per circuit affected) 16+ Business Hours an amount equivalent to five (5) days of the monthly fee payable for each affected service

Services	Uptime	Qualification	Breach		Monthly Fee Rebate		
			SLA	HH:MM:SS	SLA+	SLA+ Fibre	SLA
Leased Line with Failover	99.99%	Layer 3	99.99%	00:05:00	0%	N/A	0%
ADVANCE		IP ping to CPE	99.90%	00:05:01	10%	N/A	2%
Hosting/Colocation			99.50%	00:43:01	20%	N/A	5%
FD Core Network			99.00%	03:39:01	30%	N/A	10%
All Other Services	99.90%	Layer 3	99.90%	00:43:00	0%	0%	0%
<i>also includes primary lines</i>		IP ping to CPE	99.50%	00:43:01	5%	10%	0%
<i>from failover 99.99%</i>			99.00%	03:39:01	10%	20%	2%
<i>Services</i>			98.00%	07:18:01	20%	30%	5%
			97.00%	14:36:01	30%	40%	10%

SLA+

Latency	<40ms	Support Ticket	40ms+	Reported Fault
Packet Loss	<0.1%	Support Ticket	0.10%	Reported Fault
Jitter	<10 ms	Support Ticket	10 ms	Reported Fault
Target Time to Respond	30 mins	Support Ticket		
Target Time to Repair	5 Hours	Support Ticket		

SLA+ Fibre is only available with the following providers:

BT Wholesale, BT Openreach, SSE, COLT

SLA

Latency	<100ms	Support Ticket	100ms+	Reported Fault
Packet Loss	<5%	Support Ticket	5.00%	Reported Fault
Jitter	<10 ms	Support Ticket	10 ms	Reported Fault
Target Time to Respond	4 Hours	Support Ticket		
Target Time to Repair	5 Hours	Support Ticket		

Datacentre

Power	100%	Support Ticket	<100%	Reported Fault
Temperature	20-28°C	Support Ticket	>28°C	Reported Fault
Humidity	30-70%	Support Ticket	>71%	Reported Fault

The Customer may terminate a relevant Service during the applicable Initial Term with 1 months' written notice in the event that there is a breach of the applicable Service Level in 3 consecutive months or 4 times in a 6 month period. Qualifying measures (i.e. Service Levels subject to this remedy) are 99.99%, 99.9%, Latency, Packet Loss and Jitter only.

10.2 Claiming Service Credits

In the event that FluidOne fails to achieve the Service Levels in any Month and the Customer is entitled to service credits, any service credits owing to the Customer are reported by FluidOne in the following Month and are credited to the Customer's account against the Customer's outstanding account balance.

If the Customer disputes the service credit amount in the FluidOne report or (where no service credits have been credited) entitlement to service credits, the Customer shall raise a support ticket by email to support@FluidOne.com (quoting the support ticket number and Customer's account code) within 7 Working Days following receipt of the applicable report.

If no email is sent within this period, entitlement to dispute service credits shall cease. Customer shall not be entitled to service credits where Customer has failed to make payment of any Charges when due and those Charges remain overdue at the time the right to receive a service credit arises (unless there is a bona fide reason for withholding payment and the Customer has otherwise complied with the terms of the Contract). For the avoidance of doubt, service credits are not payable in respect of any period during which a Service is suspended.

It is technically impracticable to provide a 100% fault free Service and FluidOne does not warrant or undertake to do so. The parties agree:

- Where service credits are offered in relation to a Service, Customer agrees that the service credits are, paid in full and final settlement and satisfaction of FluidOne's liability in respect of any faults or Service Failures or any failure to meet the Service Level
- FluidOne's liability to pay service credits constitute Customer's sole and entire remedy for such faults or Service Failures or any failure to meet the Service Levels.

10.3 Customer right to terminate for a fault

In the event that there is a Serious Breach of an individual Service, the Customer shall be entitled to terminate that individual Service without charge upon one month's written notice to FluidOne to expire no later than 6 months from such Serious Breach and all Charges paid in advance for the terminated Services in respect of the period after termination shall be refunded to the Customer.

In the event that there is a Mass Failure, the Customer shall be entitled to terminate this Agreement and all Contracts or the applicable Service and /or Contract without charge upon one month's written notice to FluidOne to expire no later than 6 months from such Mass Failure and all Charges paid in advance for the terminated Services in respect of the period after termination shall be refunded to the Customer.

10.4 Network Maintenance

Temporary changes may be made to the Network or the technical specification of a Service from time to time for operational or technical reasons including to suspend, modify, change, add to or replace any part of the Network or Services. If these changes will or are likely to be materially detrimental to the Service FluidOne will use reasonable endeavours to inform the Customer in advance.

FluidOne may from time to time carry out maintenance to the Network and/or Service for purposes of providing new installations, updating facilities and general maintenance (**'Scheduled Maintenance'**), during which the Service will be unavailable. FluidOne will use reasonable endeavours to provide at least seven (7) calendar days' notice of any Scheduled Maintenance.

Where FluidOne needs to carry out emergency maintenance or any maintenance that is not Scheduled Maintenance (**'Emergency Maintenance'**) to any Service and/or the Network, FluidOne may carry out such Emergency Maintenance and will give as much notice as is reasonably practicable to the Customer and will explain why the maintenance is necessary and why short notice has to be given. It may only be possible to give this notification after the Emergency Maintenance has taken place.

11.0 Definitions

The following words and expressions used in this Product Annex shall have the following meanings:

'Agreed Uptime Guarantee' means, in relation to each Service, the target period of Uptime during each Month (expressed as a percentage of the time in the relevant Month) specified in the column of the SLA entitled 'Agreed Uptime Guarantee' or otherwise specified in any Contract;

'Bandwidth' means the rate, in bits per second, which data packets can be transferred over the Service. This is always quoted in bits per second (bps), never Bytes per second (Bps) and does not factor in packet overheads;

'Basic Management' means the provision by FluidOne of remote assistance and configuration changes to hardware requiring less than 1 hour of work per request;

'BT' means BT Group PLC and includes BT Retail, BT Wholesale and BT Openreach and any other sub-divisions of BT as necessary;

'Cancellation Charge' means the cancellation charges that are charged by a Carrier to FluidOne for cancelling an Order or Contract prior to a date notified to Customer as a "service commencement date" or proposed Activation Date;

'Contention' means the maximum possible reduction in throughput on a particular product. Ethernet Leased Line and EFM have a guarantee of 1:1;

'IDI Access' means International Internet access service which relates to networks outside the United Kingdom not using a FluidOne IP address;

'Initial Term' means the period stated on the Order or in the Product Annex. If not so stated in relation to each Service means the following periods from Activation: (i) Connectivity: twelve (12) calendar months for EFM and Ethernet Leased Line products;

'Interconnect' means the physical connection between FluidOne's core network and the Service Provider's network within a datacentre. This is either to support xDSL services or Ethernet;

'Latency Service Failure' means that Latency for a particular Service measured over a Month is identified by the Customer (and demonstrated to FluidOne's reasonable satisfaction) following the raising of a Support Ticket in response to a reported fault, to be in excess of 40ms for SLA+ or 100ms for SLA;

'Mass Failure' means a failure of the FluidOne Core Network to meet or exceed the Agreed Uptime Guarantee (99.99%) in 3 (three) consecutive Months or in at least 4 (four) Months of any 6 (six) Month period;

'Master Services Agreement' means the master services agreement entered into between FluidOne and Customer, pursuant to which Orders for Services can be placed by Customer and accepted by FluidOne;

'*Network Availability*' means the CPE, when correctly connected and configured, is able ping one of FluidOne's DNS servers. These are currently 89.105.96.51 and 89.105.96.52, but may be subject to change;

'*Order Committed Date*' has the meaning set out in Section 4 of this Product Annex;

'*Packet Loss*' shall mean loss of pings from the FluidOne CPE back to the FluidOne Core Network;

'*Packet Loss Service Failure*' means that Packet Loss for a particular Service measured over a Month is identified by the Customer (and demonstrated to FluidOne's reasonable satisfaction) following the raising of a Support Ticket in response to a reported fault, to be in excess of 0.10 % for SLA+ or 5% for SLA;

'*Serious Breach*' means, for each individual Service, a failure to meet or exceed the Agreed Uptime Guarantee in 3 (three) consecutive Months or in at least 4 (four) Months of any 6 (six) Month period;

'*Service Failure*' The Service will be considered to have failed if Customer has raised a support call and the modem, when correctly connected and configured, does not respond to Pings or SNMP polling from FluidOne or a BT line test indicates a fault;

'*Service Levels*' means the performance service levels set out in this Product Annex;

'*Service Provider*' means FluidOne's customer that takes a Wholesale service to resell to their own partner or End User. They usually consume only layer-2 services;

'*SLA*' or '*Service Level Agreement*' means the service level agreement in section 10 of this Product Annex setting out Service Levels and applicable service credits;

'*Transit*' means, in relation to the Services, when traffic or data leaves or is outside of FluidOne's Core Network;

'*Uptime*' means the period when there is Network Availability and (where purchased by Customer) Internet Breakout, subject to the terms of the SLA.

'*Wholesale*' means a layer-2 delivery of service which allows the Service Provider to terminate the service and apply their own IP and transit to the product.

F