

WebTitan Service Guide

Product Annex v202210

Contents

1.0	Introduction	<i>Page 3</i>
2.0	General Details	<i>Page 3</i>
3.0	WebTitan Service	<i>Page 3</i>
3.1	Terms and Conditions	<i>Page 3</i>
4.0	Orders and Charges	<i>Page 5</i>
5.0	Provision of the Service	<i>Page 5</i>
5.1	Communication	<i>Page 5</i>
5.2	Service Technology	<i>Page 6</i>
5.3	Delivery of Service	<i>Page 6</i>
5.4	Personal Data	<i>Page 6</i>
6.0	Service Equipment and Remote Management	<i>Page 6</i>
7.0	Termination or Migration	<i>Page 7</i>
7.1	Service Orders Integrated with Connectivity	<i>Page 7</i>
7.2	Standalone WebTitan Service Orders	<i>Page 7</i>
7.3	Termination Process	<i>Page 8</i>
8.0	Support and Fault Finding	<i>Page 8</i>
9.0	Service Level Agreement	<i>Page 8</i>
10.0	Definitions	<i>Page 10</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 in Section 10 of this document. Further definitions used in this document are found in the Definitions section of the Master Services Agreement.

2.0 General Details

WebTitan is a DNS based web-content filtering Service (the "Service") provided by Copperfasten Technologies Limited (herein referred to as "WebTitan") to FluidOne and resold by FluidOne. The terms contained in the following sections relate to the WebTitan Service provided by FluidOne.

3.0 WebTitan Service

3.1 Terms and Conditions

FluidOne agrees to provide a non-exclusive, non-transferrable right to access and use the WebTitan Service and the Customer agrees to receive the Service and access to the Service according to the terms and conditions detailed in this Product Annex, including but not limited to the following:

- 3.1.1 The Service will be used for legitimate business use only and be used in a manner which is consistent with the way in which it is intended to be used and in a way that is compliant with any and all applicable laws. FluidOne reserves the right to suspend or terminate Service for the Customer's (and / or its Users) failure to comply with these requirements.
- 3.1.2 The intellectual property rights in the Service, together with any underlying software, are and shall remain the exclusive property of WebTitan or that of its licensors. The Customer agrees not to take any action inconsistent with WebTitan's intellectual property rights. This Agreement is not an agreement of sale, and this Agreement does not transfer any title, intellectual property rights or ownership rights to the WebTitan products or Services.

- 3.1.3 WebTitan uses a third party to host application servers and to provide communication Services. WebTitan will use all reasonable endeavours to ensure the third party undertakes to provide its Services at or above industry standards. Accordingly, FluidOne does not warrant that the Service will be uninterrupted or error-free.
- 3.1.4 FluidOne does not warrant or guarantee that any particular computer or other device will be compatible with or function with the Service, nor do we warrant or accept any liability for the operation of the Customer's equipment that is used to access the Service. Any reliance by the Customer upon the Service including any action taken by the Customer because of such use or reliance is at the sole risk of the Customer. As a result, the Customer agrees that FluidOne shall not be liable to the Customer for any claims, damages or loss of profit which may be suffered by the Customer or any other entity in any respect for direct, indirect, consequential, actual, or punitive damages arising out of or in relation to the Service provided herein, including, but not limited to, losses or damages resulting from the loss of data as the result of delays, non-deliveries, or Service interruptions.
- 3.1.5 The Customer acknowledges that in order to protect against loss of data, through a security breach or otherwise, best practice is to run frequent back-ups of its data; to ensure that in the event of a data attack, it may be possible to restore the amended or deleted data.
- 3.1.6 The Customer's sole and exclusive remedy for any failure or non-performance of the Service shall be for FluidOne to use commercially reasonable efforts to adjust or repair the Service.
- 3.1.7 WebTitan will maintain security safeguards designed to protect the integrity of the Service and to protect the Service and its Users from unauthorised or unlawful access, use, alteration or disclosure. These security safeguards will be substantially equivalent to the generally accepted security standards in the IT industry for similar hosted Services.
- 3.1.8 FluidOne operates the Service subject to and in accordance with all applicable local, national and international laws. The Customer agrees to indemnify and hold harmless FluidOne and WebTitan from any civil claims or criminal charges resulting from use of the Service that causes direct or indirect damage to another party or violates any law. The Customer also agrees to indemnify and hold FluidOne and WebTitan harmless from any and all lawsuits, judgments, decrees, costs and expenses, and attorney fees arising from the Customer's misuse of the Service.
- 3.1.9 Use of the Service constitutes acceptance of these terms and conditions, and with that use, the Customer agrees to all the terms and conditions of this Product Annex.

4.0 Orders

Orders for the Services can only be submitted to operate in conjunction with an existing FluidOne xDSL, FTTx or Ethernet Service that has previously been delivered, or will be delivered simultaneously alongside these WebTitan Services.

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

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 Provision of the Service

These Services are remotely activated or hosted within the FluidOne core network, meaning a customer engineer is not required at site.

5.1 Communication

FluidOne will notify the Customer once the Order is placed and once an Activation date is available. FluidOne will then contact the Customer 1 day prior to the activation, and again once the Services have been activated, typically the day after the installation date.

5.2 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.

5.3 Delivery of Service

In order to deliver the Service, WebTitan must inspect the DNS request being made by the Customer. The Customer grants FluidOne, and WebTitan as the provider to FluidOne a non-exclusive right to access and use its data, which may include personal data, in order for WebTitan to provide the Service to the Customer during the contract term.

5.4 Personal Data

The Customer and FluidOne acknowledge that where WebTitan processes any personal data when performing its obligations under this agreement, WebTitan is the data processor and not the data controller of any personal data related to the Customer's use of the Service.

Solely if and to the extent WebTitan is processing personal data, as defined in the General Data Protection Regulation or other applicable data protection legislation, on the Customer's behalf, then the current version of WebTitan's Data Processing Agreement, which is available on its website, shall be incorporated herein by reference. The terms of the Data Processing Agreement shall take precedence for matters relating to personal data.

6.0 Service Equipment and Remote Management

The Customer shall ensure that all Service Equipment for any FluidOne DSL or Ethernet connection associated with the WebTitan Service is connected to the Network and used in accordance with any relevant standards and, in addition, 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.

All Customer requests for changes to WebTitan configuration must be made via email to support@fluidone.com, 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 10 Working Hour 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.

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

7.0 Termination or Migration

7.1 Service Orders Integrated with Connectivity

Any WebTitan Services that form part of an Order consisting of xDSL, FTTx or Ethernet Services will inherit the termination and renewal clauses detailed in the relevant Connectivity Service Product Annex.

7.2 Standalone WebTitan Service Orders

Any WebTitan Services that are ordered without other Connectivity Services will be subject to the following terms:

- 7.2.1 Following the expiry of the Initial Term of any Contract, either FluidOne or the Customer may terminate that Contract by not less than twelve (12) 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 twelve months of the Initial Term, twelve months from the point notice is given.
- 7.2.2 Contracts that have not been terminated upon the expiry of the Initial Term will automatically renew for 1 year. A cancellation request must be effected by the Customer using the online form and process located at the FluidOne Portal, Dash.

7.3 Termination Process

Notice of termination via email will only be accepted where the online portal, Dash, is not available in which event the 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.

For the avoidance of doubt, any termination successfully processed to cease a Connectivity Service that has an associated WebTitan Service will also initiate termination proceedings for the WebTitan Service, subject to any notice periods detailed in this Clause 7.

8.0 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.

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

9.0 Service Level Agreement

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 4 hours from receipt of the call, save where the fault lies with the underlying Connectivity Service, in which case the Service Level Agreement from the relevant Product Annex will apply.

Should the WebTitan Service experience Service Failure caused by the underlying Connectivity Service, FluidOne will attempt to diagnose and resolve the incident in accordance with the target repair times 'TTR' (Target Time to Repair) detailed in the respective Connectivity Service Product Annex.

The Customer's sole and exclusive remedy for any failure or non-performance of the WebTitan Service shall be for FluidOne to use commercially reasonable efforts to adjust or repair the Service.

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.

10.0 Definitions

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

'Connectivity Service' means the underlying internet connection provided to the Customer site by FluidOne, in accordance with the relevant Product Annex;

'Initial Term' means the period stated on the Order or in the Product Annex. If not stated for WebTitan Services, Initial Term shall mean twelve (12) calendar months;

'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;

'Service' has the meaning detailed in Section 2 of this Product Annex;

'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;

'SLA' or *'Service Level Agreement'* means the Service level agreement in section 9 of this Product Annex setting out Service Levels;

'Uptime' means the period when there is Network Availability;

'WebTitan' has the meaning detailed in Section 2 of this Product Annex;

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