



## Supplementary terms for the supply of Leased Line Services

The Services set out in these Supplementary Terms shall be supplied by VSL to the Client on the terms and conditions set out in VSL's General Terms and Conditions and these Supplementary Terms. All definitions set out in the General Terms and Conditions shall, unless otherwise specified below, have the same meaning when used in these Supplementary Terms.

### **1. SUPPLEMENTARY DEFINITIONS**

- 1.1 '4G Services' means mobile telephony data services.
- 1.2 'Bandwidth' means data transfer rate.
- 1.3 'Core Network' means VSL's telecommunication network extending between its various Points of Presence.
- 1.4 'Core Network Services' means the services as set out in the Order, provided to the Client by VSL including the availability and monitoring of the Core Network.
- 1.5 'Customer Premises Equipment' ('CPE') means Equipment provided by VSL under the terms of this Agreement which facilitate connection to the Network Services, including routers and modems as set out in the Order.
- 1.6 'Downtime' means any period during which the Network Services or one or more Service Components is not available.
- 1.7 'Emergency Maintenance' means any period of maintenance for which, due to reasons beyond its reasonable control, VSL is unable to provide prior notice of.
- 1.8 'End User' means a user of the Services subscribed to by the Client.
- 1.9 'Ethernet Copper' means Ethernet in the First Mile.
- 1.10 'Fibre Ethernet' means a symmetrical, uncontended Tail Circuit that is based on fibre connectivity between the Client's premises and the Exchange.
- 1.11 'Ethernet in the First Mile' ('EFM') means a symmetrical, uncontended Tail Circuit that is based on bonded copper pair connectivity between the Client's premises and the Exchange.
- 1.12 'Ethernet over FTTC' means a symmetrical, uncontended Tail Circuit that is based on single copper pair connectivity between the Client's premises and a street-level cabinet and fibre connectivity from the cabinet to the Exchange.
- 1.13 'FTTC Broadband' means an asymmetrical, contended Tail Circuit that is either based on single copper pair connectivity between the Client's premises and a street-level cabinet and fibre connectivity from the cabinet to the Exchange or single copper pair connectivity between the Client's premises and the Exchange.
- 1.14 'Helpdesk' means VSL's dedicated team of support specialists.
- 1.15 'Line' means connection to a network that is provided to the Client by VSL under the terms of this Agreement, which may be one of a single analogue line, an analogue multi-line group, an ISDN2e digital line comprising of a two voice channels per circuit or an ISDN30 digital line comprising eight to thirty voice channels per circuit.
- 1.16 'Local Area Network' ('LAN') means the Client's local area network which is connected to the Service Demarcation Point.

- 1.17 'Managed Service' means the provision of Network Services including the provision and remote management of the CPE, the LAN-facing port(s) of which is the Service Demarcation Point for the Managed Service.
- 1.18 'MPLS' means multi protocol label switching, which is a networking protocol that is used within the Core Network Services.
- 1.19 'Network' means VSL's Core Network and any Tail Circuits attached thereto.
- 1.20 'Network Services' means Core Network Services and where applicable, Tail Circuit Services.
- 1.21 'Network Terminating Equipment' ('NTE') means the Equipment supplied by VSL that terminates the Tail Circuit at the Client's premises, which includes a single socket for the connection of the CPE or the Client's own equipment, as set out in the Order.
- 1.22 'Planned Maintenance' means any period of maintenance for which VSL has provided prior notice.
- 1.23 'Point of Presence' means a termination of the Core Network at an exchange, which may be a telephone exchange, data centre or an internet exchange.
- 1.24 'Services' means Network Services and management services including Helpdesk and where applicable, maintenance services.
- 1.25 'Service Demarcation Point' means the point to which the Network Services are delivered.
- 1.26 'Service Limitations' means the service limitations set out in the Order.
- 1.27 'Site' means the location where a connection provided under this Agreement starts or terminates as set out on the Order. Where the Client contracts for the supply of a VPN, the term Site shall also include references to all Sites specified on the Order;
- 1.28 'Tail Circuit' means the telecommunications circuit which links the Client's Site to the Core Network.
- 1.29 'Tail Circuit Services' means the services provided by VSL for the connection of the Client's local area network to the Core Network as set out in the Order.
- 1.30 'Virtual Private Network' ('VPN') means a component of the Core Network Services which enables the Client Sites to communicate as if they are present on the same Local Area Network.
- 1.31 'Wires Only Service' means the provision of Network Services to the Site-based NTE, which is the Service Demarcation Point for the Wires Only Service.

## **2. TERM**

- 2.1 This Agreement will be deemed to come into effect on acceptance of the Client's Order by VSL and shall run until the RFS Date (the 'Run-Up Period') and following the RFS Date for the Minimum Term as set out in the Order.
- 2.2 This Agreement shall continue to run after the expiry of the Minimum Term (or subsequent Additional Term) for an Additional Term. The duration of the Additional Term shall be one year unless otherwise set out on the Order. VSL shall, not less than ninety days prior to the end of the Minimum Term or any Additional Term thereafter, notify the Client of changes to Charges and any other changes to the terms of this Agreement. In the event that:
  - 2.2.1 The Client serves notice to terminate this Agreement in accordance with clause 11 of the General Terms and Conditions or clause 9 hereof, this Agreement shall terminate at the end of the calendar month immediately following the end of the Minimum Term or Additional Term thereafter;
  - 2.2.2 The Client notifies VSL of acceptance of changes, the Agreement shall continue in force for an Additional Term;
  - 2.2.3 The Client fails to notify VSL of acceptance of changes and fails to serve notice to terminate, such failures to notify VSL shall imply that the changes have been accepted and the Agreement shall continue in force for an Additional Term.

### **3. PROVISION OF SERVICES**

#### **3.1 The Services comprise the following Service Components:**

- 3.1.1 The provision of Tail Circuit Services;
- 3.1.2 The provision of Core Network Services including:
  - a) The provision of transit and routing of email and internet traffic;
  - b) The provision of access to the Public Internet;
  - c) The provision of Virtual Private Network Services;
- 3.1.3 The provision of Helpdesk services during the hours set out in the Service Schedule;
- 3.1.4 The installation of Equipment at the Client's Site;
- 3.1.5 The provision of maintenance services for the Equipment supplied by VSL.

The Service Components to be provided under the terms of this Agreement are set out in the Order and are fully described in the Service Schedule.

#### **3.2 For the avoidance of doubt, VSL shall not provide email or web-space facilities under the terms of this Agreement.**

#### **3.3 VSL shall provide IP data packets to the Service Demarcation Point, that is:**

- 3.3.1 In the case of the supply of a Managed Service, the LAN-facing port(s) on the Customer Premises Equipment;
- 3.3.2 In the case of supply of a Wires Only Service, the LAN-facing port on the Network Terminating Equipment;
- 3.3.3 In the case of services delivered to a third-party data centre on behalf of the Client, the Client's connection to VSL's terminating equipment in the data centre.

#### **3.4 VSL shall use reasonable endeavours to provide the Network Services twenty four hours per day, subject to the limitations set out in this Agreement.**

#### **3.5 VSL shall use reasonable endeavours to provide each of the Services set out in the Order to the Client subject to acceptance of the Client's Order, from the RFS Date. During the Run-Up Period, VSL shall carry out the necessary pre service-provision activities, including Site survey(s), installation work and agreement of the RFS Date with the Client.**

#### **3.6 The Client acknowledges that the RFS Date shall not be dependent on any planned migration onto the relevant Services or when the Client commences using the Services.**

#### **3.7 VSL shall not be obliged to provide the Network Services prior to the completion of all construction and installation work at the Client's premises, which may or may not be under the control of VSL.**

#### **3.8 During the term of this Agreement, VSL shall be entitled to:**

- 3.8.1 Change the technical specification of the Network Services for operational reasons, statutory or regulatory requirements PROVIDED THAT such changes do not materially adversely affect the quality or performance of the Services;
- 3.8.2 Make alterations to the Network Services. Such alterations may result in temporary disruption to the Network Services and VSL will use reasonable endeavours to minimise such disruption and will provide as much notice as possible.

#### **3.9 VSL cannot guarantee and does not warrant that the Network Services will be free from interruptions, including:**

- 3.9.1 Interruption of the Network Services for operational reasons and temporary degradation of the quality of the Network Services;
- 3.9.2 Interruption of the connection of the Network Services to other network services provided either by VSL or a third party; and

3.9.3 Any such interruption of the Network Services referred to in this sub-clause shall not constitute a breach of this Agreement.

3.10 Although VSL will use reasonable endeavours to ensure the accuracy and quality of the Services, the Services are provided on an “as is” basis and VSL does not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for the Client’s intended purpose for the Services.

#### **4. ACCEPTABLE USE**

4.1 The Client agrees to use the Network Services in accordance with the provisions of this Agreement, any relevant service literature and all other reasonable instructions issued by VSL from time to time.

4.2 The Client agrees to use reasonable endeavours to ensure that the Network Services are not used by its End Users to:

4.2.1 Post, download, upload or otherwise transmit materials or data which is abusive, defamatory, obscene, indecent, menacing or disruptive;

4.2.2 Post, download, upload or otherwise transmit materials or data uploads or make other communications in breach of the rights of third parties, including but not limited to those of quiet enjoyment, privacy and copyright;

4.2.3 Send or knowingly receive data in such a way or amount so as to adversely affect the Network (or any part thereof) which underpins the Network Services, its suppliers or third parties;

4.2.4 Carry out any fraudulent, criminal or otherwise illegal activity;

4.2.5 Obtain access to restricted areas of the Network, data, systems or services;

4.2.6 In any manner which in VSL’s reasonable opinion brings VSL’s name into disrepute;

4.2.7 Knowingly make available or upload file that contain viruses, malware or otherwise corrupt data;

4.2.8 Falsify true ownership of software or data contained in a file that the Client or End User makes available via the Network Services;

4.2.9 Falsify user information or forge addresses;

4.2.10 Act in any way which threatens the security or integrity of any computer system;

4.2.11 Violate general standards of internet use, including denial of service attacks, unauthorised IP or port multicasting, spoofing, broadcasting, translation, routing, web page defacement and port or number scanning;

4.2.12 Connect to the Network Services insecure machines or services able to be exploited by others to carry out actions which constitute a breach of this Agreement including the transmission of unsolicited bulk mail or email containing infected attachments or attempts to disrupt websites and/or connectivity or any other attempts to compromise the security of other users of VSL’s Network or any other third-party system;

4.2.13 Send email to anyone who does not wish to receive it.

4.3 The Client acknowledges that it responsible for all data and/or traffic originating from the equipment and/or networks that it has connected to the Network Services.

4.4 If the Client becomes aware that equipment under its control is generating data and/or traffic which contravenes this Agreement, the Client agrees to:

4.4.1 Immediately disconnect (and subsequently secure prior to reconnection) such equipment;

4.4.2 Immediately notify VSL of such contravention.

4.5 The Client agrees to immediately disconnect (and subsequently secure prior to reconnection) equipment generating data and/or traffic which contravenes this Agreement upon becoming aware of the same and/or once notified of such activity by VSL.

- 4.6 The Client acknowledges that it is solely responsible for its and its End User's to use of the Public Internet and any web pages accessed using the Network Services.
- 4.7 The Client agrees not use the Network Services to disrupt or attempt to disrupt any other Public Internet user's internet experience.
- 4.8 Subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, the Client shall indemnify VSL against any third-party claims arising from the Client's breach of the terms of this clause 4.

## **5. CLIENT'S OBLIGATIONS**

During the term of this Agreement, the Client shall:

- 5.1 Pay all additional Charges levied by VSL, including but not limited to those arising from usage-based components of the Network Services.
- 5.2 Ensure that user-names, passwords and personal identification numbers are kept secure and:
  - 5.2.1 On a regular basis, change access passwords for all Equipment that in the Client's reasonable opinion may be liable to access by unauthorised persons.
  - 5.2.2 Change passwords as appropriate when employees leave;
  - 5.2.3 Use strong passwords;
  - 5.2.4 Immediately notify VSL if, or there is reasonable suspicion that such information has become known to any unauthorised person.
  - 5.2.5 Acknowledge that VSL shall be entitled to temporarily suspend the Network Services and / or change the Client's passwords if in VSL's reasonable opinion, unauthorised persons may have access to the Network Services.
- 5.3 Use reasonable endeavours to ensure that the CPE is not moved from its installed location unless expressly authorised to do so in advance by VSL and that its operating environment is kept within any limits specified by its manufacturer.
- 5.4 Agree that in all instances where it attaches Equipment that has not been provided by VSL to the Network Services that such Equipment shall be:
  - 5.4.1 Technically compatible with the Network Services;
  - 5.4.2 Conformant with all regulatory standards;
  - 5.4.3 Connected to the 'the Client side' of the CPE, or in the case of a Wires Only Service, the NTE; and
  - 5.4.4 Conformant with any instruction issued by VSL in relation thereto; and
  - 5.4.5 Installed and maintained by the Client.
- 5.5 Accept that if it attaches Equipment that does not comply with the provisions of sub-clause 5.4 and such Equipment in the reasonable opinion of VSL is causing disruption to the Network Services, VSL shall be entitled to suspend the provision of the Network Services until such Equipment is disconnected from the Network Services.
- 5.6 Accept that VSL shall not be liable for failure to meet any service levels or any failure of the Network Services resulting from the Client's failure to comply with the provisions of clause 5.4.
- 5.7 Accept that is the Client's sole responsibility to take all reasonable steps to prevent the introduction of viruses into the Network Services via the Client's Equipment or Software.
- 5.8 Be solely responsible for the configuration of its LAN, and agree that any interruption in or to the Network Services which result from the configuration of the Client's LAN shall not be regarded as interruption in or suspension of the Network Services provided by VSL.

- 5.9 Agree that VSL may at any time scan any IP addresses allocated under the terms of this Agreement, for anything which may compromise the security of VSL's network (including open relays and open proxies).
- 5.10 Acknowledge that static IP addresses allocated under the terms of this agreement shall only be allocated for the duration of this Agreement, and shall remain VSL's property at all times.
- 5.11 Be solely responsible for ensuring compliance with the terms of licence of any software that it supplies for use with the Network Services.
- 5.12 If VSL provides a Wires Only Service, as set out in the Order, the Client shall be responsible for providing initial diagnosis in the event of a the Client-reported malfunction in the Network Services.
- 5.13 Prior to reporting a Fault in the Network Services to VSL, the Client shall use reasonable endeavours to determine that the Fault does not lie in the Client's LAN or other Equipment that is attached to the Network Services.
- 5.14 If the Client reports a Fault, the Client agrees to:
  - 5.14.1 Accept up to two hours Downtime to allow VSL to carry out intrusive testing;
  - 5.14.2 Allow not less than five hours uninterrupted on-Site access, if requested by VSL.
- 5.15 If VSL provides a Wires Only Service, as set out in the Order, the Client shall be responsible for providing initial diagnosis in the event of a Client-reported malfunction in the Network Services.
- 5.16 Acknowledges that on occasions including arrangement of Site surveys and during Fault diagnosis, VSL's supplier may contact the Client directly.
- 5.17 Provide VSL with reasonable assistance if third-party consents are required prior to the provision of the Network Services.
- 5.18 If VSL receives notification of a copyright infringement report, a request to provide a copyright infringement list, an order to impose a technical restriction or any other notice, request or order, the Client will provide reasonable assistance to VSL to ensure that VSL will be in compliance with its obligations in respect of the provision of the Network Services.
- 5.19 Agree to not alter, re-configure or otherwise make any changes to any CPE that has been provided by VSL pursuant to providing the Network Services as a Managed Service.

## **6. VSL'S OBLIGATIONS**

During the term of this Agreement, and subject to the performance by the Client of its obligations hereunder, VSL shall:

- 6.1 Provide and maintain the Services set out in this Agreement, subject to any Service Limitations set out in the Order and Service Schedule.
- 6.2 Deliver and install the NTE and save when the Services are to be delivered as a Wires Only Service, configure, deliver and install the fully tested and configured CPE and associated Equipment.
- 6.3 Respond to Fault reports made by the Client within the time-frame set out in the Service Schedule and make reasonable endeavours to repair any Fault that is within the Services.
- 6.4 Make reasonable endeavours to provide the Network Services by the agreed RFS Date.
- 6.5 Make reasonable endeavours to provide reasonable notice of any bona fide restriction which, for operational reasons VSL may place on the Network Services.
- 6.6 If VSL provides Managed Services, as set out in the Order VSL shall:
  - 6.6.1 Deliver fully configured and tested CPE for the termination of the Network Services at the Client's Site;
  - 6.6.2 Provide a hardware maintenance service that covers the replacement or repair of any CPE supplied by VSL under the terms of this Agreement, in the event of the malfunctioning of such;

- 6.6.3 Monitor the performance of the Core Network and Tail Circuit and CPE.
- 6.7 For the avoidance of doubt, if VSL provides a Wires Only Service, as set out in the Order, VSL shall not provide any of the services set out in sub-clause 6.6.
- 6.8 In response to individual requests from the Client, VSL shall provide statistical reports showing bandwidth usage on requested Service Components.

## **7. Clause Intentionally Unused**

## **8. GENERAL**

- 8.1 VSL shall be entitled to perform routine or unscheduled maintenance activities that may limit or suspend the availability of the Network Services. VSL shall:
  - 8.1.1 Provide reasonable notice of Planned Maintenance;
  - 8.1.2 If it is necessary for VSL to perform Emergency Maintenance, VSL shall use reasonable endeavours to provide prior notice and if it is not reasonably possible to provide prior notice, shall notify the Client as soon as reasonably practicable after the commencement of such maintenance;
  - 8.1.3 Use reasonable endeavours to ensure that any disruption caused to the Client by such maintenance shall be minimised;
  - 8.1.4 Any disruption to or suspension of the Services pursuant to this clause 8.1 shall not be deemed to be a breach of the terms of this Agreement.
- 8.2 The Client acknowledges that VSL exercises no control over and accepts no responsibility for information, services and content accessible via the Services and / or Public Internet and that the Client accesses such information, services and content entirely at its own risk.
- 8.3 Use of the Services and Equipment by the Client constitutes acceptance of the terms and conditions of this Agreement.
- 8.4 The Client acknowledges that provision of the Network Services is subject to the satisfactory completion of Site surveys by VSL; and
  - 8.4.1 If during commissioning of the Services, VSL discovers that the agreed bandwidth performance cannot be achieved, VSL shall, with the agreement of the Client, cancel the Order at no charge to the Client and refund all Charges paid by the Client;
  - 8.4.2 If certain technical limitations become apparent after the RFS Date and despite its reasonable attempts VSL is unable to resolve the limitations, VSL shall, with the agreement of the Client, cancel the Order at no charge to the Client and refund all Charges paid by the Client;
  - 8.4.3 In the circumstances referred to in sub-clauses 8.4.1 and 8.4.2 VSL shall have no liability to the Client for failure to provide the Network Services, the performance of the Network Services or their effect on any other services that may be reliant thereupon, save as set out in those sub-clauses;
  - 8.4.4 VSL may provide bandwidth in excess of the targets set out on the Order, however any subsequent decrease in bandwidth that results in the bandwidth remaining higher than the targets set out in the Order will not be regarded by VSL as a Fault in the Network Services;
  - 8.4.5 Actual bandwidth on Ethernet over FTTC-based Tail Circuits will be confirmed during commissioning, however the Client accepts that bandwidth may alter with time due to a number of technical reasons, including distance from the Client's Site to the street connection cabinet.
- 8.5 The Client acknowledges that VSL or its sub-contractor will require access to the Client's Sites to carry out the Site survey and install Equipment.

- 8.6 Site surveys will be carried out by VSL during the Working Day. If the Client requests that any Site survey is carried out outside of the Working Day, VSL shall use reasonable endeavours to accommodate such request and shall make an additional charge to the Client at its prevailing rate.
- 8.7 If the Client is unable to agree to Site visit dates (including survey and installation dates) suggested by VSL, the Client shall within fourteen days of VSL's notification of the suggested date, agree to an alternative date. If the Client does not suggest an alternative date within the fourteen day period, VSL's suggested appointment date will be deemed accepted.
- 8.8 During the term of this Agreement, the Bandwidth of the Core Network may be upgraded or downgraded, by the Client raising a new Order:
- 8.8.1 The Bandwidth cannot be downgraded to a Bandwidth that is lower than that set out in the original Order for supply of the Services, or as initially provisioned, if different;
- 8.8.2 VSL will not accept more than one order for upgrading the Bandwidth in any one calendar month.
- 8.8.3 VSL will not accept more than one order for downgrading Bandwidth in any one twelve month period;
- 8.8.4 If Bandwidth has been upgraded, the Client may raise a new order for a subsequent downgrade of the Bandwidth, subject to the provisions of sub-clauses 8.8.1 and 8.8.3;
- 8.8.5 The Client agrees to pay the revised Charges as set out on the (new) Order.
- 8.8.6 By placing an Order for changed Bandwidth, the Client agrees that such Order may extend the length of the term of this Agreement:
- a) If the current term is an Additional Term, the Additional Term will be extended to expire twelve months from the date of provisioning of the upgraded Bandwidth by VSL;
- b) If the current term is the Minimum Term and such term has less than twelve months to run to its expiry, the Minimum Term will be extended to expire twelve months from the date of provisioning of the upgraded Bandwidth by VSL;
- c) If the current term is the Minimum Term and such term has more than twelve months to run to its expiry from the date of provisioning of the upgraded Bandwidth by VSL, the Minimum Term shall not be extended.
- 8.9 The Client agrees to pay the revised Charges as set out on the (new) Order that arise from upgrades or downgrades set out in sub-clause 8.9 hereof.
- 8.10 The Client permits VSL or its suppliers to use and store origin, destination, duration, route and time of data transmitted over the Network Services, exclusively for the purposes of:
- 8.10.1 Collating statistics for network planning purposes; and
- 8.10.2 Providing such data to government security agencies in response to specific requests.
- 8.11 In the event of VSL's ceasing to trade and upon written notice given by VSL's supplier, VSL's rights and obligations, including all accrued rights and obligations, shall be assigned and transferred to VSL's supplier or to its nominee.

## **9. TERMINATION**

- 9.1 In addition to the provisions of clause 11 of the General Terms and Conditions, this Agreement may also be terminated:
- 9.1.1 By either party by giving the other not less than ninety days' and not more than one hundred and twenty days' notice in writing to terminate at the end of the Minimum Term or at the end of any Additional Term thereafter;
- 9.1.2 By the Client by giving thirty days' notice in writing if VSL makes changes to the Services which are materially detrimental to the Client PROVIDED THAT such notice is given within fourteen days of the effective date of the change(s);



9.1.3 Immediately by VSL if VSL is so instructed by government or a regulatory body.

## **10. CHARGES AND PAYMENT**

- 10.1 In general, invoices for installation shall be raised by VSL immediately following VSL's acceptance of the Order and invoices for fixed periodic Charges shall be raised in advance of the relevant period. The invoicing period is set out in the Order.
- 10.2 VSL shall commence charging for the Network Services from the RFS Date, regardless of the date on which the Client commences use of the Network Services. If the RFS Date does not correspond with VSL's invoicing period as set out in the Order, VSL shall charge the Client at a pro-rata rate for the first invoicing period.
- 10.3 The Client acknowledges that the prices quoted in VSL's literature and in the Order are estimates based on the rates prevailing at the time the Order is placed and as such are subject to change and the rate charged will be the rate in force on the RFS Date.
- 10.4 Installation Charges set out in the Order may be an estimate. If during or following VSL's survey, to be carried out during the Run-Up Period, VSL identifies additional installation costs ('Excess Construction Charges'):
  - 10.4.1 VSL shall notify the Client of such Excess Construction Charges as soon as reasonably practicable;
  - 10.4.2 The Client shall within seven Working Days notify VSL of acceptance or non-acceptance of such Excess Construction Charges;
  - 10.4.3 All work to provision the Services shall be suspended by VSL until such notice is received;
  - 10.4.4 If the Client does not accept such Excess Construction Charges, the Client shall be entitled to terminate this Agreement forthwith without incurring cancellation Charges;
  - 10.4.5 If the Client does not notify VSL of acceptance of such Excess Construction Charges within seven Working Days, VSL shall be entitled to terminate this Agreement and charge the Client for costs reasonably incurred.
- 10.5 VSL shall be entitled to charge the Client in the event of being unable to access the Client's Site at the time of any pre-arranged Site visit, or if the Client cancels a pre-arranged Site visit with less than two Working Days' notice, such Charges are set out in the Tariff.
- 10.6 If VSL requires more time than it reasonably expects to complete an installation at the Client's Site and such additional time is not due to VSL's negligence, VSL shall be entitled to charge the Client for the additional time.
- 10.7 The Client acknowledges that the Charges for the Minimum Term are calculated by VSL in consideration inter alia of the setup costs to be incurred by VSL and the length of the Minimum Term offered.
- 10.8 If the Customer Premises Equipment is repaired or replaced, VSL shall be entitled to charge for the reconfiguration of such repaired or replaced CPE, as set out in the Tariff.
- 10.9 The Client agrees that the Client shall be liable for termination Charges, which shall be paid by way of liquidated damages in the event that:
  - 10.9.1 The Client terminates this Agreement for convenience prior to the end of the Minimum Term, or VSL terminates this Agreement prior to the end of the Minimum Term by reason of the Client's un-remedied breach of the terms of this Agreement, the Client shall be liable for:
    - a) Payment of all outstanding installation and Excess Construction Charges, including repayment of any discounts that may have been applied thereto;
    - b) Payment of all Services Charges and Equipment rental Charges due up to the end of the Minimum Term;

- 10.9.2 The Client terminates this Agreement for convenience prior to the end of any Additional Term or VSL terminates this Agreement prior to the end of the Additional Term by reason of the Client's un-remedied breach of the terms of this Agreement, the Client shall be liable for:
- a) Payment of all Services Charges and Equipment rental Charges due up to the end of the Additional Term;
- 10.9.3 The Client terminates this Agreement for convenience during the Run-Up Period, the Client shall be liable for payment of all outstanding installation, termination and Excess Construction Charges, including repayment of any discounts that may have been applied thereto;
- 10.9.4 Any other agreement for the provision of underlying services on which the Network Services are dependent, terminates, the Client shall be liable for:
- a) Payment of all outstanding installation and Excess Construction Charges, including repayment of any discounts that may have been applied thereto;
  - b) Payment of all Services Charges and Equipment rental Charges due up to the end of the current term;
- 10.10 The Client shall not be liable for termination Charges if this Agreement is terminated by:
- 10.10.1 The Client at the end of the Minimum Term or end of any Additional Term PROVIDED THAT the Client properly serves written notice to terminate, in accordance with clause 9 hereof;
  - 10.10.2 The Client or VSL during the Run-Up Period by reason of VSL becoming aware that will be unable to provide the Services or part thereof;
  - 10.10.3 VSL at any time if it can no longer provide the Services or part thereof;
  - 10.10.4 The Client by reason of VSL's un-remedied breach of the terms of this Agreement;
  - 10.10.5 The Client if a right of termination arises under the provisions of sub-clause 9.1.2.
  - 10.10.6 The Client if the Client does not accept Excess Construction Charges, PROVIDED THAT the Client complies with the provisions of sub-clause 10.4.2 hereof;

## **11. LIMITATIONS AND EXCLUSIONS**

- 11.1 In addition to the terms set out in clause 13 of the General Terms and Conditions, Service Credits shall not be applicable to Applicable Services if the failure in availability arises from:
- 11.1.1 VSL's monitoring system itself becoming unavailable, or the route from VSL's monitoring system to the Service becoming unavailable;
  - 11.1.2 Emergency Maintenance, patching or network or service upgrades by VSL;
  - 11.1.3 Planned Maintenance, patching or network or service upgrades by VSL;
  - 11.1.4 Failure of any connection to the Network which is not provided or managed by VSL under the terms of this Agreement, including the Public Internet, private network services provided to the Client by a third party and the Client's own network;
  - 11.1.5 The Client blocking ICMP, WMI, SNMP polls or any other monitoring devices used by VSL;
  - 11.1.6 Denial of Service or Distributed Denial of Service attacks on the Client or VSL's network; or service attacks, spamming, viruses or other computer malware, where the Services enable access to the Public Internet;
  - 11.1.7 Failure due to implementation of queried change requests;
  - 11.1.8 Failure of power or equipment or services (including Tail Circuits) not supplied by VSL;
  - 11.1.9 Failure of the Client to allow VSL access to the Client's Site or provide other assistance as reasonably requested by VSL;
  - 11.1.10 Any period of Force Majeure;
  - 11.1.11 If timescales are otherwise agreed between the parties;

- 11.1.12 If VSL is unable to gain the required consents;
- 11.1.13 Faults that cannot be demonstrated by the Client or verified by VSL.
- 11.2 In addition to the terms set out in clause 12 of the General Terms and Conditions, VSL shall also be entitled to suspend the provision of the Network Services, in whole or part, without notice due to:
  - 11.2.1 Emergency Maintenance or other emergency operational reason;
  - 11.2.2 VSL is required by governmental, emergency service, regulatory body or other competent authority to suspend the Network Services;
- 11.3 VSL shall also be entitled to suspend the Services for the purpose of carrying out Planned Maintenance or upgrades, subject to reasonable notice. VSL shall use reasonable endeavours to minimise the frequency, extent and impact of such Planned Maintenance or upgrades.
- 11.4 If a committed Bandwidth is set out on the Order, VSL shall commit to providing such Bandwidths in the Core Network, subject to the following limitations:
  - 11.4.1 Save as where the Tail Circuit Services are implemented by fibre or wireless WAN technology, the overall transfer speed may be restricted to a lower speed by the Bandwidth capacity of the Tail Circuit Services;
  - 11.4.2 VSL makes no commitment to the number of voice over IP sessions that can be concurrently supported.
- 11.5 VSL shall not be obliged to provide Network Services if it is not technically feasible to do so, including:
  - 11.5.1 The distance between the Client's Site and VSL's Point of Presence is too large;
  - 11.5.2 Having conducted its survey, VSL considers that the Client's Site is not suitable for the provision of the Services;
  - 11.5.3 The Client does not wish to pay Excess Construction Charges that have been identified by VSL during its survey.
- 11.6 If during its survey, or after installation, VSL identifies that due to reasonable technical limitations, additional limitations and / or terms and conditions will apply to the provision of the Network Services, VSL shall immediately notify the Client of such; and
  - 11.6.1 Such additional limitations and or terms and conditions shall take precedence over this Agreement; and
  - 11.6.2 The Client shall be entitled to terminate this Agreement at no charge PROVIDED THAT the Client provides written notice to terminate within fourteen days of VSL's notification.
- 11.7 Certain Tail Circuit Services are not transferrable between Sites.
- 11.8 If backup Tail Circuit Services ('Backup Tail Circuit Services') are to be provided:
  - 11.8.1 In the event of a Fault on the primary Tail Circuit, the Backup Tail Circuit Services will automatically become effective. The Client agrees to only use the Backup Tail Circuit Services for the purpose of accessing the Core Network Services set out in the Order for the primary Services if the primary Tail Circuit Services are unavailable;
  - 11.8.2 VSL shall use reasonable endeavours to install the Backup Tail Circuit Services prior to and as close as reasonably possible to the RFS Date of the primary Network Services;
  - 11.8.3 The Client acknowledges that it may not be possible to completely align the RFS Date for the Backup Tail Circuit Services with the RFS Date for the primary Network Services and agrees that to provide the appropriate level of resilience, if necessary VSL shall extend the final term for the supply of Backup Tail Circuit Services to align its expiry with the expiry of the final term of the Agreement to supply the primary Network Services and the Client agrees to pay any additional Charges there so incurred;
  - 11.8.4 The Client acknowledges that the data transfer rate provided by the Backup Tail Circuit Services are likely to be significantly lower than that provided by the primary Tail Circuit Services and that the service levels are not the same as those for the primary circuits.

- 11.8.5 If the Backup Tail Circuit Services are based on FTTC Broadband technology, as set out in the Order:
- a) An uncommitted analogue telephone Line is required to provide the Backup Tail Circuit Services: If a Line is not available at the date of the Order for the Services, the Client must place a separate order for such with VSL and such must be provisioned in advance of provisioning of the Backup Tail Circuit Services;
  - b) The analogue telephone Line shall terminate no more than two metres from the primary circuit NTE and CPE location;
  - c) If after installation, FTTC Broadband proves inadequate, VSL shall, at the request of the Client cease the FTTC Broadband-based Backup Tail Circuit Services and replace them with alternative Backup Tail Circuit Services where availability permits. VSL shall be entitled to charge the Client for installation and provision of such alternative Backup Tail Circuit Services;
  - d) Equipment and cabling required by the Backup Tail Circuit Services shall be installed at the Client's Site by VSL at the same time as that required for the primary Network Services. If the Client requests installation on different days, VSL shall make two installation Charges.
- 11.8.6 If the Tail Circuit Services are to be provided using FTTC Broadband or Ethernet over FTTC, an uncommitted analogue telephone Line is required to provide the Tail Circuit Services: If a Line is not available at the date of the Order for the Services, the Client must place a separate order for such with VSL and such must be provisioned in advance of provisioning of the Tail Circuit Services;
- 11.8.7 If Tail Circuit Services are to be provided using Fibre Ethernet technology and Fibre Ethernet is also to be employed for the Backup Tail Circuit Services and after VSL's survey it is identified that the proposed routing of the primary and backup circuits would be common, VSL shall as soon as it becomes aware of such, notify the Client of the limitation and the Client shall be entitled to cancel the Order for Backup Tail Circuit Services forthwith without incurring installation or cancellation Charges;
- 11.8.8 The Client accepts that primary Fibre Ethernet Tail Circuit Services backed up with Backup Tail Circuit Services which employ Ethernet in the First Mile technology shall terminate at the same Exchange.

## **12. WAYLEAVE**

- 12.1 During the term of this Agreement and for a period of sixty days following any termination thereof, the Client hereby irrevocably gives permission to VSL and its employees, agents, suppliers or contractors on reasonable notice at such reasonable times to execute any works on the relevant Site for, or in connection with, the installation, maintenance, adjustment, repair, alteration, moving, replacement, inspection, renewal or removal of the Equipment.
- 12.2 VSL agrees to cause as little disturbance, damage and inconvenience as reasonably possible when exercising any of its rights under sub-clause 12.1.
- 12.3 The Client warrants that it:
- 12.3.1 Is the current occupier of the Site; and
  - 12.3.2 Is either the freeholder of the Site or is a tenant thereof under a lease expiring not before the expiry of the Minimum Term and any Additional Term thereafter;
  - 12.3.3 Shall not do or allow anything to be done to the Site that may cause damage to, or interfere with, the Equipment or prevent reasonable access thereto;
  - 12.3.4 Shall, if it or a third party proposes to carry out works to the Site which requires the Equipment to be removed, relocated or altered, give VSL as much notice of its proposed works

as is reasonably practicable (and in any event no less than six calendar months' prior written notice);

- 12.3.5 Shall procure all Site-related permissions and approvals necessary for VSL to deliver, install and maintain the Equipment and shall ensure the continuance of such throughout the term of this Agreement.

### **13. INSTALLATION**

- 13.1 Prior to installation of any Equipment that is to be installed (including router, firewall and hub as set out on the Order) the Client shall ensure that:
  - 13.1.1 Sufficient electrical mains sockets and LAN connection are available within two metres of the Site of the NTE;
  - 13.1.2 VSL has been notified of all Client-requirements relating to the configuration of the router;
  - 13.1.3 Free local IP addresses are available for the router and any other Equipment that is to be installed;
  - 13.1.4 A network diagram of the Client's Local Area Network has been provided to VSL;
  - 13.1.5 All necessary LAN access-control changes have been made;
  - 13.1.6 VSL has been notified of the LAN connection type (RJ45/UTP or BNC);
  - 13.1.7 A named local contact, with suitable access rights and the authority to provide signed acceptance of the installation has been identified and whose availability on the date of installation has been confirmed;
  - 13.1.8 All redundant hardware has been removed from the Site of the installation.
- 13.2 Installations shall be carried out Monday to Friday between 09:00 and 17:00, excluding bank and public holidays.
- 13.3 If the Client fails to sign VSL's installation acceptance and either:
  - 13.3.1 The Client fails to notify VSL of any Fault within a period of thirty days from the date of installation; or
  - 13.3.2 The Client uses the Network Services;The Client shall be deemed to have accepted the installation.

## Service Schedule

The following Service Schedule sets out all of the Services that may be provided by VSL within these Supplementary Terms. The actual Services to be provided under the terms of this Agreement are listed on the Order attached hereto.

### 1. Core Network Services Description

VSL's Core Network is delivered as (a) an MPLS-based solution which supports a Virtual Private Network and access to the Public Internet; or (b) an Ethernet-based solution that provides access to the Public Internet.

#### 1.1 MPLS-based Core Network Services with VPN and Internet Access

The Core Network Services are provided in a fully meshed MPLS network. The overall Network Services comprise a Tail Circuit at each Site and the Core Network Service which enable the Client to connect two or more Sites using the Virtual Private Network Service Component of the Core Network Services. The use of the VPN Service Component allows the Client to:

- 1.1.1 Interconnect users at remote Sites;
- 1.1.2 Benefit from ease of operation due to VSL defining network routing;
- 1.1.3 Connect remote workers via VPN connections;
- 1.1.4 Access the Public Internet, via VSL's internet exchange Point of Presence.

#### 1.2 Ethernet Based Core Network Services with Internet Access

The Core Network Services are provided as a Site by Site vehicle for access to the Public Internet, without inter-Site connectivity. The overall Network Services comprise a Tail Circuit at each Site and the Core Network Service which enable the Client to connect to the Public Internet.

#### 1.3 The Core Network Services are fully managed and are proactively monitored 24 x 7 x 365.

### 2. Tail Circuit Services

Tail Circuits are implemented using a number of different technologies, and the technology type, bandwidth and resilience options provided under the terms of this Agreement are set out in the Order:

- 2.1.1 Fibre Ethernet is the most scalable and reliable Site connectivity type, offering the highest bandwidths available – up to 10Gbps. Fibre provisioning from Ethernet nodes (exchanges) to the Client premises removes the degradation in performance experienced with copper tails. Fibre Ethernet circuits are high-speed, uncontended, and symmetrical and deliver guaranteed throughput. With dedicated bandwidth, this service is suitable for real-time applications including VoIP and video conferencing.
- 2.1.2 Ethernet Copper is delivered over multiple copper pairs providing un-contended symmetrical circuits with guaranteed bandwidth. VSL offers bandwidth from 1Mb/s to 35Mb/s over multiple copper pairs. With dedicated bandwidth, this service is suitable for real-time applications such as VoIP and video conferencing and will support typically up to 80 users per Site.
- 2.1.3 Ethernet over FTTC is a lower cost Ethernet access solution that uses a combination of an existing copper pair to connect the Client's premises to a street cabinet and FTTC tail technology to connect the street cabinet to the local exchange. Ethernet over FTTC access offers significantly reduced lead times and lower rental costs compared with Fibre Ethernet and Ethernet Copper tail circuits. Bandwidth supplied is symmetrical and un-contended up to

20Mb/s depending on the capabilities of the copper line. Ethernet over FTTC will typically support up to 20 users per Site.

- 2.1.4 Except where the Tail Circuit is provided as a Wires Only Service, Tail Circuits are fully managed and are proactively monitored 24 x 7 x 365.

### **3. Backup Tail Circuit**

Backup Tail Circuit Services are based on FTTC Broadband, Ethernet over FTTC, Ethernet Copper or Fibre Ethernet services, as set out on the Order.

### **4. Hardware Maintenance**

VSL will replace or repair faulty VSL-supplied Customer Premises Equipment and Network Terminating Equipment.

### **5. Helpdesk**

- 5.1 VSL's Helpdesk provides support and assistance in the use of the Services, including the following:
- 5.1.1 Provision of help and guidance in the use and configuration of the Network Services;
  - 5.1.2 Management of the prompt resolution of faults/issues arising within the Network Services which are identified by VSL's monitoring system;
  - 5.1.3 Management of the prompt resolution of faults/issues arising within the Network Services which are raised by the Client;
  - 5.1.4 Management of hardware and firmware upgrades to VSL-supplied routers as required as a result of routine maintenance or product / service improvement activities by VSL;
  - 5.1.5 Management and resolution of VSL-supplied router hardware failures;
  - 5.1.6 Escalation management if required in the event of protracted issue resolution;
  - 5.1.7 Remote access support if possible and appropriate;
  - 5.1.8 On-Site assistance when it is agreed between the parties that such is the best approach to resolving a Fault;
  - 5.1.9 Monitoring the Network Services (including VSL-supplied CPE router/s) for availability.
- 5.2 The Client shall make requests for assistance by one of the following methods:
- 5.3 Direct Clients should make requests for assistance by one of the following methods:
- 5.3.1 By Email to VSL's Helpdesk: support@vslgroup.co.uk
  - 5.3.2 By Telephone to VSL's Helpdesk: 0800 093 3000
  - 5.3.3 Severity 1 Faults should be logged by telephone, not email;
- 5.4 The Helpdesk is available Monday to Friday 9.00am to 5.00pm (excluding public holidays) for the reporting of Faults of any priority and twenty-four hours per day, three hundred and sixty five days per year, for the reporting and resolution of Priority 1 Faults.
- 5.5 Outside of the Working Day, Priority 1 Faults should be logged by telephone, number 0800 093 3000 and following the prompts to the out of hours support voice mailbox. The message will be forwarded to a member of the Helpdesk team;
- 5.6 Requests for changes to system configuration should be sent by email, providing as much detail as possible.
- 5.7 Unless otherwise agreed in writing, Indirect Clients should make requests for assistance to the Reseller.

### **6. Service Level Agreement**

- 6.1 VSL's Service Level Agreement is set out in this paragraph 6 and the following paragraphs 7, 8 and 9.
- 6.2 VSL's failure to meet the targets set out in this Service Level Agreement shall not be deemed to be a breach of this Agreement.

## **7. SLA – Availability**

### **7.1 Network Services Availability and Performance**

VSL has the following Network Services availability and performance targets. Availability and performance are measured as a monthly average:

<b>Tail Circuit Type</b>	<b>Availability Target</b>	<b>Packet Loss Target</b>	<b>Latency Target</b>	<b>Jitter Target</b>
Ethernet over FTTC	99.5%	0.1%	<50ms	<20ms
Ethernet Copper	99.7%	0.1%	<50ms	<20ms
Fibre Ethernet	99.7%	0.1%	<50ms	<20ms

## **8. SLA – Response Times**

### **8.1 Network Services Response Times**

VSL has the following response time targets. Response times are the maximum time from the Client raising a Ticket to VSL making an initial response.

<b>Tail Circuit Type</b>	<b>Priority 1</b>	<b>Priority 2</b>	<b>Priority 3</b>	<b>Priority 4</b>
Ethernet over FTTC	Thirty minutes	Two Working Hours	Six Working Hours	Six Working Hours
Ethernet Copper	Thirty minutes	Two Working Hours	Four Working Hours	Four Working Hours
Fibre Ethernet	Thirty minutes	Two Working Hours	Four Working Hours	Four Working Hours

### **8.2 Fault priorities are defined as follows:**

- 8.2.1 Priority 1 Faults include total outage of the Core Network or a Tail Circuit resulting in a the Client's Site being unable to transmit or receive any data;
- 8.2.2 Priority 2 Faults include reduced bandwidth or network performance, resulting in delayed or slow transmission of data;
- 8.2.3 Priority 3 Faults include problems that affect less than 10% of users or a configuration problem;
- 8.2.4 Priority 4 includes informational issues, for example requests about configuration, usability or documentation.

## **9. SLA – Recovery Times (Applicable Service)**

### **9.1 Network Services Recovery Times**



VSL has the following recovery time targets. Recovery times are the maximum time from the Client raising a Ticket to the Fault being resolved.

Tail Circuit Type	Priority 1	Priority 2	Priority 3	Priority 4
Ethernet over FTTC	Eight hours	Reasonable endeavours		
Ethernet Copper	Seven hours			
Fibre Ethernet	Five hours			

9.2 Fault priorities are as defined in paragraph 8.2.

9.3 Elapsed time is calculated as stop time minus start time minus any parked time, where:

9.3.1 Start time is the time that a Fault is logged on VSL's fault handling system.

9.3.2 Stop time is the time at which the status of the Fault becomes resolved. The Ticket may be kept open for monitoring purposes after such time.

9.3.3 Parked time is time during which VSL is unable to progress the resolution of the Fault for reasons beyond its control, including but not limited to:

- a) VSL has requested and is awaiting information missing from the Fault report;
- b) VSL is awaiting power up/down of the Client's Equipment;
- c) VSL is awaiting the Client's availability for a Site-visit, or the arrangement thereof;
- d) The Client is unavailable to respond to VSL;
- e) Access is unavailable at the Client's Site at the agreed time for a visit.

9.4 Target resolution times set out in paragraph 9.1 do not cover Faults that are associated with physical cable breaks or vandalism within the local loop network. Estimated restoration of service will be communicated to the Client via VSL's Helpdesk. Approximate restoration of service will be 5-10 Working Days.

9.5 Service Credits.

If the Elapsed time exceeds the target resolution time VSL will pay a Service Credit equal to 1/365 of the annual Line rental Charge for each affected circuit for each full 24 hour period that the Fault remains unresolved after the target resolution time has been exceeded; and

9.5.1 The maximum Service Credit payable in any calendar month shall not exceed the monthly recurring Charge.

## 10. Complaint Handling

10.1 If dissatisfied with any Services-related matter, the Client should make a complaint using the following escalation path. If the complaint remains unresolved, the Client should escalate to the next level in the escalation path.

Escalation Level	Role	Contact Details
1	Help Desk	0800 093 3000

Escalation Level	Role	Contact Details
2	Service Manager	
3	Account Manager	
4	Operations Manager or Sales Manager	

10.2 Formal complaints can be made by e-mail or telephone, and will be responded to within three Working Days.