

## Service Schedule: Dedicated Internet Access

### Part 1: Service Specific Conditions

#### 1. Definitions

1.1 Unless expressly stated otherwise, terms defined elsewhere in the Agreement have the same meaning when used in this Service Schedule and the following terms shall have the following meanings:

"Access Connection"	means a physical connection between a Customer Premises and the Company System to allow internet access;
"Access Port"	means a port on Company Equipment or the Company System which we use to connect to the Customer Premises so that you can receive the Service;
"ADSL"	means asymmetric digital subscriber line;
"AUP"	means the acceptable use policy;
"Availability"	means the percentage of time the Service is available (and not subject to a Critical Fault) in an annual period commencing on the Service Commencement Date, or the subsequent anniversary thereof;
"Backbone"	means the network between nodes as identified by the Company and/or any Carrier from time to time. For the avoidance of doubt, it does not include by way of example without limitation physical circuits connecting Customer Premises to the Services, backhaul facilities, Customer Apparatus and Company Equipment;
"BGP"	means border gateway patrol, which is the main routing protocol on the Internet;
"CDD"	means the date(s), agreed with you and confirmed by our order management team, that your Service(s) will be delivered;
"Cisco Equipment"	means Cisco based Purchased CE used in conjunction with the Managed CE Service;
"Clearance Time"	means the measured time period from notification of a fault on our fault management system by you until intimation of Service restoration to you by us;
"CMC"	means our Customer Management Centre, which operates 24 hours a day, 7 days a week;
"Critical Fault"	means the total loss or failure of any Service component, as determined by us;
"Domain Name"	means any name(s) we register with an internet registration authority for use as part of any of your URLs;
"DSL"	means digital subscriber line;
"EFM"	means 'Ethernet First Mile' which is a copper based Ethernet access technology which may be used to provide symmetric bandwidth Access Connections;
"Excluded Event"	means one or more of the following: (a) a fault in, or any other problem associated with power or equipment, non-maintained structured cabling or other telecommunications systems not operated or provided by us; (b) negligence, act or omission by you or any third-party not within our direct control; (c) your failure or delay in performing any of the Customer Responsibilities; (d) you requesting us to modify a Customer Premises, or test one although no fault has been detected or reported in accordance with the Agreement; (e) service suspension or a <i>force majeure</i> event in accordance with the Agreement; (f) the inability or refusal by a third-party supplier to provide DSL at a Customer Premises where the IPVPN Services use DSL as an access facility; (g) a configuration change in the process of implementation; (h) a Planned Outage, or failure to achieve service degradation targets, resulting from a rate adaptive ADSL line re-train or due to performance issues, such as noise or vibrations, impacting copper access technologies supporting Asymmetric or Symmetric access circuits; (j) any degradation of performance that is caused by, or for any fault in, the access circuit that occurs as a result of, or in connection with, technical limitations beyond our control including any intermittent noise associated with access circuits using EFM access technology;
"Internet Standards"	means the protocols and standards defined in the following Internet documents: RFC1009, RFC1122, RFC1123, RFC1250 and RFC1918 (available at <a href="http://www.RFC-archive.org">www.RFC-archive.org</a> ) and any other such future protocols and standards as appropriate;
"IP"	means internet protocol;
"LAN"	means local area network;
"Major Fault"	means the loss or failure of any component that affects your business in such a way that will reduce Service resilience or affect Service performance, but which does not cause a total loss of Service, as determined by us;
"Managed CE"	means any Company Equipment provided and managed and/or Purchased CE which we manage and designed to fulfil a Layer 3 routing function and/or a Layer 2 protocol conversion function as set out in the Service Order;
"Minor Fault"	means any loss or failure which does not affect Service performance or resilience, as determined by us;
"Normal Working Day"	means Monday to Sunday, 08:00-20:00 hours, excluding Christmas Day, Boxing Day and New Year's Day;
"NTE"	means the equipment we provide on which the local access circuit is terminated;
"Nx2"	means delivery of services using multiples of 2Mbps Internet leased lines;
"PA"	means provider aggregateable IP address space, where IP addresses are loaned to you for the Agreement duration;
"Planned Maintenance"	means a time and date we advise you of for us to perform maintenance which is not expected to affect your Service(s) but which may carry a risk thereto;
"Planned Outage"	means a time and date for outage we advise you of for us to perform upgrades/changes to the Service(s) or any action by you which affects Service delivery;
"Purchased CE"	means Company Equipment sold to you by us and used in conjunction with the Managed CE Service;
"Resilient"	means the Service is delivered to the Customer Premises

"Service"	using two Access Connections in order to provide higher availability;
"RIPE"	means the RIPE Network Coordination Centre, an organisation that maintains a database of European IP networks and their management information;
"Single Access"	means the Service is delivered to the Customer Premises using a single Access Connection;
"Samsung Equipment"	means Samsung based Purchased CE managed in accordance with these Standards of Service;
"SDH"	means synchronous digital hierarchy;
"Service Credits"	means the service credits payable to you for failure to meet the Availability targets detailed herein;
"Service Restoration"	means the return of Service to you based on our fault systems;
"Unavailability"	means the ratio of time the Service and/or an element thereof, as applicable, is available divided by the total time in a reported period, calculated as a percentage;
"TDM"	means time division multiplexing; and
"URL"	means a uniform resource locator, which is the full address for your web site on the World Wide Web and which incorporates the Domain Name.

#### 2. Customer Obligations

- 1.1 You shall, at all times, comply with the AUP. We reserve the right to amend the AUP in accordance with Clause 19 of the Conditions and to monitor your use of the Service but are not obliged to do so.
- 2.2 You may use the Service to link to other networks worldwide and undertake to conform to the acceptable use policies of any such networks and to maintain configuration of your systems to accord with the Internet Standards. If your communications do not conform to these standards or if you make profligate use of the Company System or the Service to the detriment of us, the Company System or our other customers, we reserve the right to suspend or restrict your Service use until you give us an acceptable undertaking as to use.
- 2.3 Any IP or other network addresses which we allocate to you are for use only in connection with the Service and all rights in such addresses belong to us and shall revert to us upon Agreement termination. IP addresses are assigned in accordance with RIPE guidelines and, as such, we require you to explain and justify your usage of any IP address(es), before we are able to issue any IP address(es) to you.
- 2.4 Title and related rights in any content accessed through the Service are the property of the applicable content owner and are protected by applicable law. This Agreement does not give you any interests or rights in such content.

### Part 2: Standards of Service: Dedicated Internet Access

#### 1. Service Requirements & Support

- 1.1 Where possible, you shall provide us with a minimum of 10 Business Days prior written notice of any promotions which could result in higher than normal traffic volumes.

#### 2. Planned Outage, Planned Maintenance & Configuration Changes Procedure

- 2.1 When a part of the Service requires to be temporarily taken out of service by either party for necessary planned work, e.g. modification or upgrade, a Planned Outage, Planned Maintenance and/or configuration change, we will endeavour to agree this with you in advance to minimise any disruption. Reasonable endeavours will be used to accommodate you in the timing and duration of outages.

#### 2.2 Company Procedure

Where it is necessary for us to temporarily remove any Service, we will provide you with a minimum of 10 days prior notice of Planned Outages and a minimum of 3 days prior notice prior of Planned Maintenance.

**PLEASE NOTE: In certain circumstances, it may be necessary for us to carry out an emergency outage and/or maintenance work and, in such cases, we may be unable to provide any prior notification.**

#### 2.3 Customer Procedure

Where it is necessary for you to take any potentially Service affecting action, you will report to us all changes to your network and all maintenance and configuration changes. You should contact us and endeavour to provide a minimum of 15 Business Days prior written notice by e-mail in the first instance to: [changecontrol@thus.net](mailto:changecontrol@thus.net)

You will confirm with us when the outage, maintenance or configuration work has commenced and when it is complete.

#### 3. Service Credit Scheme for Service outages

- 3.1 We operate a Service Credit scheme whereby you are entitled to claim Service Credits when a circuit failure exceeds a given duration, or if the annual Service Availability falls below a given threshold. There are two parts to the guarantee. You are eligible for rebates under the Fault resolution or Service Availability schemes, up to a maximum liability for us in any Availability period of 100% of the monthly recurring charge for the affected DIA Service.

To qualify for Availability Service Credits, you must have reported one or more Critical Faults to us in relation to the particular DIA Service. Service Credits will apply against the subsequent year's annual rental Charge or where the Agreement is terminated, by means of a specific payment by us to you. You must submit written claims for Service Credits, no later than 30 days following the end of the applicable Availability period. Service Credits will be calculated by us for the Service Availability and Access Connection Availability schemes and the higher amount paid by us as a billing credit on an annual basis.

You may claim the larger of the amounts available under each, **but not both schemes.**

Availability targets and Service Credits are only applicable to and available for Customer Premises located in the coverage bands as defined in section 10.

#### 4. Service Maintenance and Performance targets

##### 4.1 Fault Reporting

You must exhaust all investigative analysis before reporting faults to the CMC on:  
**Telephone No: 0800 027 0000 Backup number: 01702 214677**

The CMC will quote a fault reference number when the Service fault is reported. During the fault log time both parties will exchange fault reference numbers, if appropriate.

It is your responsibility to prove that all faults passed to us lie within our domain. Faults will be logged with the CMC in accordance with the agreed fault criticality definitions.

We will contact you to confirm when the Service fault has been cleared.

To enable timely and efficient diagnosis and resolution of all suspected faults, we require a minimum level of information from you when the problem is first reported. This includes but is not limited to:

- contact name and details of person reporting the fault;
- circuit reference and Customer Premise(s) details;
- fault description;
- where we provide Managed CE, details of the relevant router and all diagnostic messages displayed on the router must be provided;
- how many users have been affected;
- impact of the fault on your business;
- how long the fault has been active;
- details of any tests/diagnosis you carried out in attempting to localise the problem before reporting to us;
- confirmation that all physical connections to the Customer Premises router are sound and that the power supply is unaffected and confirmation that a re-start of the router has been attempted; and
- availability of access and access information to the Customer Premises for engineering staff.

**PLEASE NOTE:** If you are unable to provide the necessary information, the CMC may not be able to process the fault. Until the necessary information is provided the fault will not be logged. In the event that a fault is logged, if incorrect information is provided, the clock will be stopped and will be reset when the correct information is received by the CMC.

- 4.2 When a Service requires attendance at Customer Premises by our representatives outwith Business Days, you will be responsible for organising appropriate access thereto.
- 4.3 We will contact with you within 48 hours of service restoration and agree that the problem has been satisfactorily resolved before making a final clearance on our fault reporting system. If you cannot be contacted, we will leave a voicemail or email to advise that the fault has been cleared. You will have 48 hours to respond, after which the fault will be closed.
- 4.4 **Fault Response and Target Clearance Times**  
We categorize and prioritise faults as Critical, Major or Minor and respond as per the tables below.

Fault Category	Target Clearance Time	Period of Cover
Critical Fault	As per coverage band table ( below)	24 hours a day, 7 days a week
Major Fault	48 hours	Normal Working Day
Minor Fault	72 hours	Normal Working Day but excluding weekends

Coverage Band*	Target Fix Time
Mainland UK	5 hours
Non-Mainland UK Premises or Radio Access	8 hours
A	5 hours
B	6 hours

\*Coverage bands are defined in section 10.

**PLEASE NOTE:**

1. Progress towards resolution within Target Clearance Times may be affected by our inability to access Customer Premise(s) or your instruction for us to suspend progress or pending information from you. Should one of these circumstances occur, we will stop the clock in relation to the clearance time until action is taken by you to enable corrective action to be resumed.
2. The fault category will be agreed with you during the receipt of a fault in accordance with fault criticality definitions.
3. Should a multiple service failure occur, you will assist us by prioritising the order in which you would like lost Services to be restored.
4. In the event of a Service outage it is your responsibility to ask us to open a support ticket.
5. In the event that you are responsible for the fault through negligence, any support charges incurred will be charged back to you. Responsibility for future faults as a consequence of prior negligence will also incur Charges for support.

**4.5 Critical Faults**

If we fail to resolve a Critical Fault (excluding those arising as a result of Managed CE faults) within the Target Clearance Time, you may claim a Service Credit as detailed below.

Actual Critical Fault Fix Time	Single Access	Resilient Service
From 1 to 24 hours Service unavailability beyond Target Clearance Time, rounded up to the next whole hour.	1% of monthly recurring charge for affected Customer Premises per hour.	1.5% of monthly recurring charge for affected Customer Premises per hour.
Beyond 24 hours Service unavailability beyond Target Clearance Time.	25% of monthly recurring charge for affected Customer Premises.	50% of monthly recurring charge for affected Customer Premises.

**PLEASE NOTE:**

- (i) A maximum of 100% of 1 month's recurring charges for affected Customer Premises may be claimed for Service Unavailability per Availability period.
- (ii) If the Service is unavailable at a Customer Premises due to any Excluded Event or due to problems with access facilities other than Leased Lines or Ethernet Access, you will not be entitled to any Service Credits.

**4.6 Managed CE Fault Response Times and Service Credits**

Managed CE will be deemed to be available when the Customer Premises to which it is connected in accordance herewith, is able to transmit or receive information, except where the failure is caused by another fault at another

Customer Premises or a fault with the Service. If we decide that the fault originates as a direct result of failure of any Managed CE at Customer Premises, we will work remotely to resolve the fault if possible. Where necessary, we will arrange an engineer to visit the affected Customer Premises to diagnose or resolve the fault. The fault will be considered resolved when we advise you that the Managed CE is operating and Service can be provided.

There are two Managed CE options available with the Service:

**4.6.1 Samsung Equipment Managed CE Fault Response Times and Service Credits (UK only)**

Samsung Equipment Managed CE is our standard Service. This Managed CE is maintained but not monitored. There are two types of Samsung Equipment fault response service, with faults able to be logged on a 24x7 basis:

**(i) Next Business Day – Engineer and Part**

An engineer will respond to the fault by 9am on the Business Day following the raising of the initial fault. Where necessary, the engineer will subsequently attend the Customer Premises to fix or replace the hardware.

**(ii) 5 hour response – Engineer and Part**

An engineer shall respond to the fault within 5 hours and on confirmation of a hardware fault an engineer shall attend the Customer Premises with replacement parts.

Where there is a failure to respond within your chosen response time and subject to the conditions herein, you shall be entitled to a Service Credit equal to 100% of the monthly maintenance Charge for the affected Managed CE. Our total liability in respect of Service Credits payable in relation to Managed CE faults shall be 100% of the monthly maintenance Charge for the affected Managed CE.

**4.6.2 Cisco Equipment Managed CE Fault Response Times and Service Credits**

Cisco Equipment Managed CE is our premium Service. This Managed CE is maintained and monitored on a 24x7 basis for Critical Faults. If you chose the Cisco option the target fix time in the event of a Managed CE Critical fault will be as follows:

Coverage Band	Target Fix Time
UK	5 hours
A	5 hours
B	6 hours

Any suspected fault with the Cisco Equipment Managed CE should be logged with the CMC. The period when such Managed CE was not available will be measured from the time such condition is reported by you to, and a support ticket is opened by us and shall end when we resolve the support ticket and inform you that the Service is available.

Where Cisco Equipment Managed CE faults are not resolved within the target fix times and subject to this Standards of Service, you shall be entitled to a Service Credit equal to 100% of the monthly maintenance Charge for the affected Cisco Equipment. Our total liability in respect of Service Credits payable in relation to Managed CE faults shall be 100% of the monthly maintenance Charge for the affected Managed CE.

**4.7 Denial of Service Performance ("DoS")**

We constantly monitor the Company System for such attacks. If you notify the CMC that a DoS attack has occurred, we will respond to you within 30 minutes. If we verify that a DoS attack has occurred, the appropriate traffic black-holing filters will be applied in the Company System network for your affected infrastructure within 30 minutes of verification.

We will check every 2-4 hours whether the attack is still in progress, by temporarily removing the black-holing, and will inform you accordingly. After receiving notification from you that the DoS attack has stopped and your Customer Premises are no longer affected, we will restore normal traffic to your Services within 60 minutes of such notification.

Where black-holing is active on a Service, the Service will still be deemed Available.

**Service Credits for DoS**

If we do not apply the appropriate traffic black-holing filters in the Company System for your affected infrastructure within 30 minutes of verification ("Black-holing Failure"), you will be entitled to claim a Service Credit as detailed below.

Subject to the limitations stated below:

- if a Black-holing Failure occurs during any calendar month; and
- if you request a Service Credit from us in writing no later than 30 days after the end of the calendar month during which the Black-holing Failure occurred, then we will issue a Service Credit equal to 10% of the monthly Charge payable in respect of the DoS Service.

The issue by us of a Service Credit is subject to the following limitations:

- no Service Credits will be issued in respect of the period of time before the start of the first full calendar month following the Service Commencement Date; and
- no Service Credit shall be issued by us during any calendar month to the extent that such Service Credit, when aggregated with all Service Credits claimed by you during the same calendar month, would cause the relevant maximum monthly Service Credit amount to be exceeded.

**4.8 Service Availability**

**4.8.1 Service Demarcation Point**

Our responsibility will extend to the LAN port on the NTE at the Customer Premises (the "Service Demarcation Point"). Where we provide Managed CE, our responsibility will extend to the LAN port on the Cisco Equipment Managed CE or Samsung Equipment Managed CE.

**4.8.2 Service Availability**

The Company will use reasonable efforts to make Service available at the Service Demarcation Point as follows:

Network Access Configuration	UK Customer Premises	Mainland UK or Radio Access to Customer
Single Access	99.90%	99.85%
Resilient Service	99.99%	99.95%

**PLEASE NOTE:** The Service is considered to be Available when one or both of the Access Connections comprising the Resilient Service can send or receive IP packets over the Internet.

**4.8.3 Service Credits calculation for Circuit Availability**

Service availability at the Service Demarcation Point for each Customer Premises will be calculated as follows:  $P = \frac{A-B}{A} \times 100$

Where: 'P' is the percentage of availability.  
 'A' is the number of minutes in year each year, starting with the Service Commencement Date and each anniversary thereafter.  
 'B' is the number of whole minutes during the year in which the Service is unavailable (as defined below).

**PLEASE NOTE:** Service unavailability due to a fault with Customer Apparatus or the Company Managed CPE will not be counted when calculating availability.

**4.8.4 Service Restoration**

For the avoidance of doubt the Service will be deemed to be available following notification of fault upon Service Restoration. You shall be deemed to have been informed of service availability if we have unsuccessfully tried to contact you.

**4.8.5 Service Credit Requirements**

Service Credits will only be available if the following requirements are met:

- a Customer Premises is unavailable if it cannot exchange data over the Internet;
- no more than one Service Credit will be issued for a 24-consecutive-hour period, commencing when a fault is notified to us, no matter how many outages occur during that time;
- if you report a problem and we determine that there has been no degradation or failure of Service, this will not be counted in our calculations for Clearance Time; and
- you may only claim one Service Credit in relation to any event or series of related events.

For the avoidance of doubt, Clearance Time does not include the following:

- time attributed to your delay in responding to our requests for assistance to repair an outage;
- the failure of any Customer Apparatus, equipment, application or facility which you provide and connect to the Service;
- failure of any component provided by us which cannot be rectified due to access restrictions to Customer Premises or causes beyond our reasonable control;
- where the DIA service is operating on backup or resilient links;
- any Excluded Event(s).

**4.8.6 Service Availability Credits**

If Service Availability falls below the applicable target, then you will be entitled to claim Service Credits as set out below:

Performance Below Availability Target	Single Access	Resilient Service
From 1 to 24 hours Unavailability beyond Target Clearance Time, rounded up to the next whole hour.	1% of monthly recurring charge for affected Customer Premises per hour.	1.5% of monthly recurring charge for affected Customer Premises per hour.
Beyond 24 hours Unavailability beyond Target Clearance Time.	25% of monthly recurring charge for affected Customer Premises.	50% of monthly recurring charge for affected Customer Premises.

**PLEASE NOTE:** A maximum of 100% of 1 month's recurring Internet Port Charges for affected Customer Premises may be claimed for Service Unavailability per 12 month period.

If Service Unavailability at any Customer Premises is due to problems with access facilities other than Leased Lines or Ethernet Access, you will not be entitled to any Service Credits.

**4.9 Latency and Packet Loss**

**4.9.1 Latency and Packet Loss Performance**

We will use reasonable efforts to ensure that our IP Backbone (other than during Planned Outages or as a result of Excluded Events) will provide average Network Latency (measured round trip) and Packet Loss between Primary IP Backbone nodes, located in specific geographic regions, of no more than the target monthly average amounts shown in the table below.

Monthly average Network Latency and Packet Loss targets		
Region	Parameters	Target
Europe	Latency (ms)	35
	Packet Loss (%)	0.2
Europe UK	Latency (ms)	20
	Packet Loss (%)	0.2
Europe North America	Latency (ms)	90
	Packet Loss (%)	0.2
Europe Asia	Latency (ms)	310
	Packet Loss (%)	0.2
UK	Latency (ms)	35
	Packet Loss (%)	0.2
UK North America	Latency (ms)	90
	Packet Loss (%)	0.2
UK Asia	Latency (ms)	310
	Packet Loss (%)	0.2
North America	Latency (ms)	65
	Packet Loss (%)	0.2
North America Asia	Latency (ms)	165
	Packet Loss (%)	0.2
Asia	Latency (ms)	90
	Packet Loss (%)	0.2

The Network Latency and Packet Loss targets, detailed above, are calculated by taking an average, of the average monthly Latency and Packet Loss performance, for all routes between Primary IP Backbone nodes within the Region or between Regions as applicable.

**4.9.2 Service Credits for latency and packet loss**

We will measure Network Latency and Packet Loss using a performance measurement server connected to each Primary IP Backbone Node.

Subject to the stated limitations:

- if we fail to meet a Packet Loss and/or Latency target during any calendar month; and
- where a fault has been reported and we have diagnosed that the fault is due to a failure in the IP Backbone and classified as a Major fault; then we will issue a total Service Credit equal to 5% of the monthly recurring charge for the affected Customer Premises.

The issue of a Service Credit is subject to the following limitations:

- no Service Credits will be issued in respect of the period of time before the start of the first full calendar month following the Service Commencement Date;
- where both Packet Loss and Latency objectives are not met, then only one Service Credit equal to 5% of the monthly charge payable in respect of a single Access Port shall be valid;
- no Service Credit shall be issued during any calendar month to the extent that such Service Credit, when aggregated with all Service Credits claimed by you during the same calendar month, would cause the relevant maximum monthly Credit amount to be exceeded.

**5. Special considerations for access circuits**

5.1 You acknowledge and agree that the following limitations apply to any Customer Premises connected by an access circuit using Ethernet technology:

- 5.1.1 100Mbps Ethernet access rates may be limited to a maximum of 97Mbps in some circumstances, due to the underlying technology used to deliver the service;
- 5.1.2 1000Mbps Ethernet access may be limited to a maximum of 997Mbps due to manufacturing differences in gigabit Ethernet interfaces between equipment suppliers;
- 5.1.3 where EFM technology is used, we have the right to cancel the Services in the event that the access circuit bandwidth that has been ordered cannot be delivered. If we cancel the Services in these circumstances then you shall not be entitled to any compensation in respect of such cancellation;
- 5.1.4 we will not be liable for any degradation of performance by, or fault to, the access circuit that occurs as a result of, or in connection with, technical limitations beyond our control;
- 5.1.5 where Customer Premises are provided with Resilient Services, then if the primary Service's access circuit is provided using copper EFM technology, the Resilient Service will only become operational should the full access bandwidth capacity become unavailable; and
- 5.1.6 at our sole discretion, access circuits which use Ethernet technology may be provided with a Carrier supplied and managed NTE. The NTE is controlled and monitored using in-band management, which will reduce total available bandwidth on the access circuit by 200Kbits. The NTE will require you to supply additional space and power.

**6. Service Delivery**

6.1 We aim to acknowledge and accept or reject a Service Order within 5 Business Days from the date of receipt by our order management team of a valid order.

6.2 Upon accepting a Service Order, we will commence a survey. We aim to confirm to you, whether the Service Order can be fulfilled, highlight any major provisioning dependencies (e.g. wayleaves) or any supplementary Charges.

6.3 We aim, starting from the date of order acceptance by us and within the planning period, to confirm the actual CDD and advise the final charges that you will be required to pay for the Service.

6.4 In order for us to meet the CDD and perform our obligations under the Agreement, we will notify you of any Customer Premises requirements with which you must comply in a timely manner.

6.5 If you do not wish to accept the CDD we provide, you may cancel the Service Order, subject to Clause 13, by providing us with written notice of such termination. We must receive such notice within 5 Business Days of receipt of the CDD. In the event that you do not provide us with such cancellation notice, you will be deemed to have accepted the CDD.

6.6 We aim to provide you with regular provisioning updates, starting from the end of the planning time until the Service is delivered.

6.7 Where you have failed to agree an appointment date with us within 30 days from a previously broken appointment date, we may, where we are not at fault, cancel any work at the Customer Premises. In such circumstances, if we cancel the request for work at the Customer Premises, you shall pay the appropriate cancellation charges.

6.8 Except where you ordered Cisco Equipment or Samsung Equipment, you will be responsible for routers or other Customer Apparatus installed at Customer Premises and used in connection with the Service, in particular to:

- set Customer Apparatus up with the appropriate operating systems and router hardware to enable connectivity via the Access Connection;
- configure Customer Apparatus to allow the Service to be provided;
- design, implement, manage and archive configuration of internal IP protocols, LAN information and access lists;
- configure and maintain Customer Apparatus, router software, updates or upgrades.

**6.9 Service Provisioning Rebates**

For Customer Premises directly connected to the Backbone, if we fail to achieve the CDD applicable to a new Customer Service Order (except where that failure arises as a result of a failure by you to comply with any of the requirements outlined above) then you will be entitled to receive the Service Rebates set out below. The Service Rebates will not apply to any failure by us to meet the CDD arising as a result of a request by you for an expedited Service delivery or any Excluded Event. Our total liability in respect of all Service Credits payable under this section shall not exceed 15% of the installation Charge for that Customer service.

The Service Credits applicable to a failure to meet the CDD in respect of new Customer services are as follows: (Note that where installation charges have been reduced or waived then no credit is payable)

Number of business days Service delivery occurs beyond the CDD for a Customer service	Percentage of Service installation charge
1-10	5%
11-20	10%
>20	15%

**7. Other**

**7.1 IP addresses**

Any PA IP address assigned by us to you to use as part of the Service is non-portable and non-transferable. Any rights in relation to the IP address gained by you as a result of such assignment will terminate when we stop providing the Service associated with that address to you.

**7.2 Recommended SIP end points**

We recommend the following SIP end point manufacturers for use with the Samsung Ubigate iBG 1003, 2006 and 2016 which have been tested by Samsung: Cisco, Snom, Linksys and/or Polycom.

**8 Billing**

8.1 Should you have a query in respect of any invoice we issue, you should, in the first instance, you should log this via the CMC, on the number set out in section 6.1 above, by choosing option 2.

8.2 Each DIA Service is charged individually and will be identified separately on the invoice. Each has an installation charge and a monthly, quarterly or annual rental Charge. A service change request can result in a one off charge being levied and a revision to the monthly rental Charge related to the change requested.

**9. Complaints Procedure**

9.1 You may escalate a problem which has not been resolved to your satisfaction at any time by contacting the CMC and asking for the operational escalation path to be invoked. Details of the personnel involved will be given upon notification.

9.2 Complaints will be logged in the complaints database. The contact details for this team are outlined in section 4.1 above. The following information will be requested and recorded:

- detail and source of complaint;      - nature of complaint
- date and time;                              - location(s) affected by complaint; and
- contact telephone number;              - any other relevant information.

An acknowledgement of the complaint will be issued promptly and appropriate action taken to resolve the problem. All complaints will be targeted for resolution within 28 days from the initial receipt at the CMC.

**10. Coverage Bands**

For the purpose of this Service Schedule, the coverage bands include the following locations.

UK	A	B
All UK & NI locations with the exclusion of:  The Isle of Man, Guernsey, Jersey & the Channel Islands	Australia (Melbourne, Sydney, Perth, Adelaide, Brisbane) Belgium Czech Republic Denmark; France; Hong Kong; Hungary; Japan Luxembourg Netherlands Poland; Singapore South Korea (Seoul & Bussan) Spain; Switzerland Taiwan	Albania; Austria; Belarus; Bosnia; Bulgaria China(Beijing,Shanghai, Guangzhou, Shen Zhen) Croatia; Cyprus; Finland; Georgia; Germany; Greece; India; Indonesia (Jakarta); Ireland; Italy; Lithuania; Lithuania; Macedonia; Malaysia (KL); Moldova; Montenegro; New Zealand (Auckland); Philippines; Portugal; Romania; Russia; Russia (Moscow) Serbia; Slovakia; Slovenia; Sweden; Thailand (Bangkok); Turkey; Ukraine; USA; Vietnam (Ho Chi Minh & Hanoi)