



## Ethernet Terms and Conditions

The terms and conditions incorporated to the Customer Order/Service Schedule ("the Order") constitute an addendum to the Company's Contract for Wanstor's Service Agreement.

Defined terms used that are not defined in this Order shall have the meanings attributed to them in the Company's Contract for Wanstor's Service Agreement and any terms of such not expressly amended by this Order shall continue to have full force and effect.

In case of a conflict between the provisions of this Order and the Company's Contract for Wanstor's Service Agreement, the order of preference shall be as follows:

- 1) Order.
- 2) Company's Contract for Wanstor's Service Agreement.

This Order applies when the Customer purchases Wanstor's Ethernet Service.

## **1. Applying for Initial Pricing**

- 1.1. Initial pricing for all Ethernet Services shall be provided by Wanstor (the "Company") to the Customer prior to any submission of an order to the underlying access provider.
- 1.2. Initial prices for Ethernet Services are provided subject to the receipt of complete and valid information.
- 1.3. Initial prices are provided without Excess Construction Charges (as defined in clause 2.6 below) the requirement for which may become apparent during the order process.
- 1.4. All prices provided by the Company, although accurate at the time, are indicative only and subject to site survey. Definitive pricing can only be confirmed at point of order with the underlying access provider.
- 1.5. All Broadband backup services are quoted subject to availability.

## **2. Ordering**

- 2.1. The ordering process for the Ethernet Service is set out in Wanstor Service Literature which is available upon request.
- 2.2. The Company shall order the Ethernet Service through the underlying access provider's Portal. In instances where orders cannot be placed on the Portal the Company shall order the Ethernet Service by first having the Customer complete a Customer Requirements Form ("CRF") provided by Wanstor.
- 2.3. Wanstor shall validate any order received by whatever method before accepting it as an order. Wanstor reserves the right not to process a CRF which is incomplete or not completed in accordance with our guidelines.
- 2.4. Wanstor shall either provisionally accept or reject the order submitted by the Customer. Wanstor shall not be obliged to give any reason for the rejection of an order. Provisional acceptance shall be provisional on any necessary site and installation surveys as set out in clause 6 below. Provisional acceptance shall not be binding on Wanstor as regards any desired installation or commencement dates which shall be indicative in nature only.
- 2.5. Wanstor may, as part of its provisional acceptance of the order, impose special terms which will be advised to the Customer in writing. Any such special terms shall be deemed to be a variation of the Order. In the event that Wanstor imposes such special terms the Customer may cancel its order without penalty within 10 days of notification thereof by Wanstor.
- 2.6. Wanstor may vary the initial pricing provided by us (as set out in clause 1 above) by levying an additional charge where the provision of the Ethernet Service, or part thereof, requires

the provision of resources that exceed the level of resource which would normally be required to supply such service ("Excess Construction Charges"). Wanstor shall notify the Customer of any such Excess Construction Charges. The Customer shall either accept such Excess Construction Charges, in which case they shall be deemed to be incorporated in the Order and a revised Order will be reissued to include such charges, or reject them, in which case the order will be deemed to be cancelled. If the Customer neither accepts nor rejects the Excess Construction Charges the order will be cancelled automatically by Wanstor 14 days after notification of such charges. Although Excess Construction Charges are typically identified following site survey, it is possible in certain circumstances that they may arise later on during the provisioning process if, following an attempt to deliver the Service, additional infrastructure, work is required to provide the Service.

- 2.7. Initial prices provided for the rental of IP addresses or for the installation of equipment by Wanstor are subject to subsequent change in the event that the prices charged to Wanstor by its supplier or sub-contractor are increased subsequent to the placing of the Order and before the service is activated.

### **3. Service Provision**

- 3.1. Wanstor reserves the right not to provide the Ethernet Service to any site and to withdraw its provisional acceptance of an order for reasons including, but not limited to:
  - i The distance between a site and the point of presence of Wanstor or its underlying service provider;
  - ii If a site survey finds that a site is not suitable for the provision of the Ethernet or Broadband based backup Service; or
  - iii If the Customer does not agree to pay the Excess Construction Charges or any other Charges reasonably levied by Wanstor in addition to the Charges initially generated by the pricing tool.
- 3.2. Subject to clause 3.1 above Wanstor will issue a final notification of the order to the Customer. Such final notification will include the agreed date that installation of the Ethernet Service can be completed by Wanstor (the "Contractual Delivery Date").
- 3.3. The Contractual Delivery Date may be later than the End User Required Date if a) the End User Required Date falls before the minimum order lead times, as set out in the Service Literature, or b) Wanstor encounters delays (including, but not limited to, complications connected with the site survey) which could not reasonably have previously been foreseen.
- 3.4. On a date during the order fulfilment process which will be advised by Wanstor to the Customer, Wanstor or its nominated sub-contractor will visit the Customer site to install the network terminating equipment ("NTE"). Standard installation time is 3.75 hours. In the event that installation is extended beyond such time through no fault of Wanstor

(including, but not limited to, un-readiness on the part of the Customer, difficulty in accessing the site, non-availability of the named contact, necessity of decommissioning redundant hardware or lack of availability of the required power circuits) Wanstor shall be entitled to charge the Customer with an additional thirty-eight per cent (38%) of the original installation charge. In the event that the Company has offered the Customer installation free of charge, as shown in "the Order", Wanstor shall be entitled to charge the Customer our Time related charges for Engineering Services of; one hundred and eighty-seven pounds & fifty pence (£187.50) for the 1<sup>st</sup> hour, and one hundred and thirty-five pounds (£135.00) for every additional hour thereafter. The Company's Time related charges are billed in hourly units.

Within two working days of completion of the installation of the NTE the Service will be connected to the underlying service provider Wanstor has chosen and, following the successful conclusion of a series of commissioning tests performed by Wanstor or its nominated sub-contractor, the Service will be deemed to be ready for use and Wanstor shall be entitled to invoice the Customer for such Service from this date ("the Installation Date").

The "Service Commencement Date" is subject to the installation of the required router (whether such is supplied by Wanstor or not) and the completion of successful testing of the final installation with Wanstor and may be subsequent to the date when the Service is deemed ready for use as set out above.

- 3.5. Wanstor shall be responsible for the provision of the Ethernet Service including the Broadband backup Service where applicable up to the Service Demarcation Point.
- 3.6. Wanstor will use reasonable efforts to install the Ethernet (including Broadband backup where applicable) Service by the Contractual Delivery Date and perform the commissioning tests within four working days thereafter, all in accordance with the service levels set out in Appendix 1 to this Order. The Customer acknowledges that all timeframes are estimates only and that service levels are target service levels only. Except as set out in Appendix 1, Wanstor has no liability for any failure to meet the Contractual Delivery Date or for any failure to meet any service levels or to repair a fault within any given timeframe.
- 3.7. The FTTC Ethernet Service requires a BT WLR3 line for service delivery. Wanstor will not accept an order for this Service if no such line is present. An order can be placed through Wanstor for the requisite line. This will be subject to a separate Charge.
- 3.8. The PSTN directory number is required to place an order for the FTTC Ethernet Service and the line must to be installed at the service point before an FTTC Ethernet order is placed.

- 3.9. The Broadband backup service requires a live BT WLR3 line clear of any other Broadband services for service delivery. This line must also be located within 2 metres of the Ethernet termination point and router location.
- 3.10. The Broadband backup option is based on underlying Broadband technology and as such does not carry the same guaranteed service levels as the Ethernet Service. If the requirement is for a guaranteed secondary service then a secondary Ethernet Service should be considered.
- 3.11. The Broadband backup Service is selected by the Wanstor based on suitability. In the event that the backup Service should prove inadequate following installation, Wanstor will modify the backup Service to an alternative backup Service or cease the original backup Service and supply an alternative backup Service where availability permits. Wanstor reserves the right to charge a reasonable price for the installation of any such alternative backup Service.
- 3.12. Maximum line speeds for the Broadband backup Service are constrained by the maximum line speed subject to the availability of the same as set out in BT's advertised coverage of exchanges in the UK.
- 3.13. Simultaneous provision of the requisite BT WLR3 line together with Wanstor's Broadband backup option is not available.
- 3.14. Where the Broadband backup Service is taken both the Ethernet primary Service and the Broadband backup Service will be delivered on the same day. If the Customer opts to take delivery of these services on different days and also opts for the onsite router installation option, each visit will incur Wanstor's standard visit charge unless the Customer opts to connect the second service to the router that may have been provided by Wanstor. For the avoidance of doubt where the Broadband backup Service is added to an existing Ethernet primary Service and the Customer requires the onsite router installation such addition and installation will be subject to Wanstor's standard charge for such work which is available upon request.
- 3.15. For a Fibre Ethernet with Fibre Ethernet backup Service, the actual resilient path of both fibre connections can only be confirmed following a site survey. In the event that, following such site survey, it is found that the two connections would have a shared route (or partial shared route) the Customer has the option of cancelling the Order without penalty.
- 3.16. For a Fibre Ethernet with an EFM backup Service, both services will terminate in the same exchange as it is not possible to route to different exchanges (Fibre with Fibre backup must be used for this requirement).
- 3.17. FTTC Ethernet is not currently available as a backup to either Fibre Ethernet or EFM.

## 4. Service Cessation and Cancellation

- 4.1. Ethernet Service to a site may be terminated by the Customer on 90 days' written notice to Wanstor provided that the minimum term (as set out in the Order) has expired.
- 4.2. Wanstor may terminate the Ethernet Service or part thereof on 3 months' written notice to the Customer provided that such notice extends the termination date beyond the end of the minimum term as set out in the Order for that circuit.
- 4.3. Wanstor may terminate the Ethernet Service immediately by notice to the Customer if required to do so by a direction of Ofcom.
- 4.4. If the Customer terminates the Ethernet Service or part thereof before the end of the minimum term Wanstor shall be entitled to invoice the Customer with Wanstor's recurring Charges for that Service from the effective date of termination for the remainder of the minimum term.
- 4.5. The Company agrees that if the Ethernet Service or part thereof is terminated for any reason it will inform the Customer of that fact and that the Customer needs to make alternative arrangements. This clause shall survive the termination of such Service.
- 4.6. If the Customer cancels an ordered Service or any part of it, notwithstanding that such order has only been provisionally accepted by Wanstor, the Customer agrees to reimburse Wanstor for any costs it has incurred in preparing to deliver the Ethernet Service in addition to Wanstor's standard cancellation charge, which is available upon request. Wanstor will take all reasonable steps to mitigate any such costs. If the Order includes any Excess Construction Charges such charges will be payable in full by the Customer on cancellation of an ordered Service.
- 4.7. If the Customer cancels a planned installation 48 hours prior to the installation date Wanstor shall be entitled to charge the Customer with the full amount which it would otherwise have charged for the aborted installation or, in the case of planned out of hours installations, 1.5 times its standard installation charge for planned installations after 17:30 on Business Days and Saturdays and 2 times its standard installation charge for planned installations on Sundays.
- 4.8. If the Customer requests a change to the Required Date and/or the Contractual Delivery Date (and this has been accepted by both the Customer and Company) and subsequently cancels the order any cancellation charge will be calculated on the later of the revised Customer Required Date or Contractual Delivery Date, as the case may be.

- 4.9. If the cancellation of the order is due to Wanstor's failure to provide the Ethernet Service within a reasonable time after the agreed Customer Required Date or Contractual Delivery Date, if later, no cancellation charge will be levied.
- 4.10. Any FTTC Ethernet Service will cease automatically if the underlying WLR3 Service is ceased. However the Customer will remain liable for any recurring fixed Charges for the remainder of the fixed term of the affected FTTC Ethernet contract.
- 4.11. Any FTTC broadband service is provided on a minimum 12 month term. Where a service is added to a live Ethernet primary connection that has a remaining contract period of less than 12 months, the FTTC broadband minimum 12 month term will still apply and Wanstor shall have the right to invoice the Customer for any unexpired part of such minimum term should the Service be terminated within this period.
- 4.12. Any FTTC/ADSL service terminated after the Service has been activated will be subject to Wanstor's standard termination charges.
- 4.13. Any Ethernet Service terminated more than two days after receipt by the Customer of the CDD will incur a termination charge equal to the cost of installation on a one year contract.

## 5. Changes

- 5.1. The Customer may request a change to the bandwidth of an installed Ethernet Service as follows:

- i Once a month in respect of an upgrade in the overall bandwidth; or
- ii Once in any 12 month period in respect of a downgrade in the overall bandwidth; or

All such changes will be made in accordance with Wanstor's appropriate lead times for such work.

- 5.2. Internal shifts are not part of the FTTC Ethernet or Broadband backup Service and must be ordered as part of the WLR3 service. Any shifts may impact on the FTTC Ethernet speed (in the form of either a slower or faster speed).
- 5.3. Where more than one downgrade occurs in any one 12 month period, the monthly rental shall not be reduced for the second and any subsequent downgrades.
- 5.4. The Charges where a second IP address range is taken are available upon request.

## 6. Surveys and Installation

- 6.1. Provision of the Ethernet Service will be subject to the completion of a satisfactory site survey by Wanstor or its sub-contractor. The Customer acknowledges that it will be necessary for Wanstor or its sub-contractor to visit site or sites to conduct such survey and for the purposes of installation.
- 6.2. Where an appointment is made for Wanstor or its sub-contractor to visit the Customer's site, including for the purposes of a site survey or for installation, and the visit cannot be successfully completed due to:
  - i The inability of Wanstor or its sub-contractor, through no fault of their own, to complete the work;
  - ii The inability of Wanstor or its sub-contractor to gain access to the site or sites or any part thereof which is necessary for the work;
  - iii The appointment is broken by the Customer; or
  - iv Any other reason where Wanstor or its sub-contractor is not at fault,

Wanstor will charge the Company with its standard aborted visit charge.

- 6.3. Unless otherwise agreed in writing between the parties the Customer must agree an appointment for installation at a site within 14 days of notification by Wanstor of Wanstor's preferred installation date. In the event that the Customer does not agree such an appointment, the appointment will be deemed to have been fixed for Wanstor's preferred installation date unless a revised Customer Required Date is subsequently agreed.
- 6.4. Site visits are subject to the site being within the United Kingdom (including Northern Ireland with the exception of Kingston upon Hull, Isle of Man, Isles of Scilly and the Channel Islands). Wanstor shall be entitled to levy reasonable additional charges for site visits and installations where this is not the case.
- 6.5. It is the Company's responsibility to install a router at the Customer's site or sites if part of the original order. Neither Wanstor nor its designated sub-contractor shall bear any liability for any delays in the provision of the Service due to delay in the installation of such router.

## **7. Service Assurance and Problem Management**

- 7.1. The Customer's nominated contacts will be the only point of contact with Wanstor for the notification of faults with the Ethernet Service and their resolution.
- 7.2. Wanstor and/or the supplier of such equipment will provide the warranty support of any equipment installed on a site as part of the Service on the Wanstor side of the Service Demarcation Point.
- 7.3. The Customer will be responsible for initial fault diagnosis and will report a fault to Wanstor only where it reasonably believes the fault is not caused by the Customer's installed equipment or any malfunction on the Customer's side of the Service Demarcation Point. Wanstor shall be entitled to charge the Customer with its standard abortive visit charge if a visit results in the fault being traced to any Customer's installed equipment or any such malfunction (or if Wanstor or its sub-contractor fails to gain entry to the Customer's site). Wanstor shall also be entitled to invoice the Customer for configuring, testing and despatching replacement routers in the event that no fault is subsequently found in the original router or its configuration (where provided by Wanstor) or where a fault has been incorrectly diagnosed by the Customer.
- 7.4. The Customer will report any faults using Wanstor's procedures.
- 7.5. The Company is responsible for fault resolution for the underlying WLR element upon which any FTTC Ethernet Service operates.
- 7.6. The fault resolution time for the FTTC Ethernet Service as set out in Appendix 1 does not include any time taken to first resolve any WLR faults affecting the availability or performance of the FTTC Ethernet Service. The target fault resolution time will commence from the time that it is established that the WLR line is in working order and is not affecting the FTTC Ethernet Service. It is recommended that the underlying WLR3 line be ordered with Service Maintenance Level 4 (6 hour fix) to allow for quick resolution of any faults relating to the WLR3 Service which affect the FTTC Ethernet Service.
- 7.7. In the event of a fault on the primary Ethernet service, the Broadband backup services will automatically become effective. Use of the secondary backup service is not permitted other than in the event of a primary link failure. In the event of a failure of both the primary and secondary links, Wanstor will initially resolve the fault on the primary Ethernet link in accordance with Wanstor's SLA's as set out in the Service Literature.

- 7.8. In the event of that the Customer fails to connect both the primary and secondary services to either the Wanstor managed router or the Customer's own router, the SLA will not come in to effect until such failure has been remedied.

## **8. Service Constraints**

- 8.1. The Customer acknowledges and accepts that there may be certain technical limitations to the Ethernet Service as set out in clauses 8.2 to 8.4 below.
- 8.2. There may be technical or geographical limitations which do not enable the Ethernet Service to be installed. Provision of the Service is conditional on a site survey when such limitations will normally become apparent. In the event that a site survey reveals that the required Ethernet Service cannot be installed Wanstor will cancel the order without charge to the Customer.
- 8.3. If during the commissioning of the Ethernet Service it is found that, despite the reasonable endeavours of Wanstor and/or its sub-contractor, the agreed bandwidth performance cannot be achieved, Wanstor will cancel the order without charge to the Customer.
- 8.4. Certain technical limitations may not become apparent until after the Ethernet Service has been installed and has been working for some time. In such cases where no alternative solution can be found, Wanstor shall be entitled to withdraw the Ethernet Service and may decide to issue a credit or credits to the Customer for any Charges which have already been invoiced to the Customer in relation to the Ethernet Service (save for any charges for abortive visits). For the avoidance of doubt it should be noted that the available IP throughput of a circuit will be lower than the standard port speeds advertised owing to management and encapsulation overheads. Successful conclusion of the commissioning tests performed by Wanstor or its nominated subcontractor shall be prima facie evidence that such management and encapsulation overheads are within normal parameters for the type of circuit concerned and no cancellation will be permitted under the provisions of paragraph 8.3 or 8.4 unless expressly agreed by Wanstor.
- 8.5. In the circumstances referred to in clauses 8.2 to 8.4 above, and notwithstanding anything to the contrary in this Order or in the Company's Contract for Wanstor Services Agreement, Wanstor shall have no liability to the Customer for any failure to provide the Ethernet Service, the performance of the Ethernet Service, its effect on any other services or equipment or the withdrawal of the Ethernet Service, save as set out above.
- 8.6. The Company may decide not to accept Orders for the FTTC Ethernet Service if the predicted line speed is less than 2Mbps in the downstream direction. Any orders with a predicted line speed below this that is cancelled and any Charges invoiced to the Customer will be credited.

- 8.7. Actual available FTTC Ethernet line speed may or may not be confirmed during the provisioning process. If the maximum upstream line speed is lower than originally ordered, Wanstor will process the order to allow the confirmed highest available downstream speed. For example, if a 20Mbps service is ordered but the maximum available upstream line speed is 18Mbps, the order will be processed as a 20Mbps service however the actual usable line speeds will be 20Mbps in the downstream direction and 18Mbps in the upstream direction.
- 8.8. The FTTC Ethernet service offers guaranteed symmetrical bandwidth of up to 20Mbps. Wanstor will use all reasonable endeavours to provide a downstream bandwidth of greater speed where such is ordered but no fault report or cancellation will be accepted by the Customer for any failure to achieve a downstream bandwidth greater than this speed.
- 8.9. The Customer acknowledges that bandwidth speeds may vary over time on an FTTC Ethernet circuit, especially immediately after first installation due to a number of technical considerations including, but not limited to, the distance between the Customer site and the connection cabinet.
- 8.10. It is the Customer's responsibility to communicate any variation in bandwidth speeds such as the restrictions contained in clauses 8.8 and 8.9 above.

## **9. Equipment**

- 9.1. Equipment provided by Wanstor or by its sub-contractors for the delivery of the Ethernet Service ("the Equipment") remains the property of Wanstor or its sub-contractors, as the case may be, and the Customer shall not acquire any property in it. Wanstor will provide the network terminating equipment and may provide the Customer premises router where such has been ordered from Wanstor by the Customer. In cases where the Customer supplies such router Wanstor does not guarantee that any such router will be compatible with and/or suitable for use with the Ethernet Service provided by Wanstor. Wanstor shall be entitled to charge (at its then current standard rates) for any configuration or other work performed by itself or any of its sub-contractors which is required to bring any router supplied by the Customer into a state where it is compatible with the Ethernet Service.
- 9.2. The Customer shall provide a suitable place, conditions, connection points and electricity supply for the Equipment according to Wanstor's reasonable instructions and carry out any site preparation work reasonably required by Wanstor.
- 9.3. The Customer shall obtain all necessary third party consents required in relation to building alterations or additions, access to land or other permission required to install the Equipment or, where this is carried out by Wanstor or its sub-contractor, shall render all reasonable assistance required by Wanstor.

- 9.4. The Customer is responsible for the Equipment and shall be liable to Wanstor for any loss or damage to it save where such loss or damage is caused by fair wear and tear, is caused by Wanstor, its sub-contractor or anyone authorised to act on their behalf. The Customer shall take all reasonable steps to prevent any damage to the Equipment and to prevent anyone (except anyone acting on Wanstor's or Wanstor's sub contractor's behalf) from adding to it, modifying it or interfering with it in any way.
- 9.5. The Customer shall include provisions equivalent to clauses 9.1 to 9.4 above in its contracts for the Ethernet Service with its End users.

## **10. Connection**

- 10.1. Any equipment connected to the Ethernet Service must be technically compatible with the Ethernet Service and connected and used in compliance with any applicable instructions, standards or laws. Any such equipment should not cause any damage to the underlying service provider's network that Wanstor has chosen, the Ethernet Service, the Equipment, any other customer's network or the network of any underlying service provider.
- 10.2. The Customer agrees to only connect equipment to the Ethernet Service by using the CPE provided by Wanstor.
- 10.3. If the Customer becomes aware that any equipment connected to the Ethernet Service does not comply with the relevant instructions, standards or laws they should immediately disconnect the equipment or ensure its immediate compliance. Failure to disconnect non-compliant equipment will result in Wanstor disconnecting it at the Customer's expense.
- 10.4. Wanstor will not be liable for any failure to meet any service levels or any failure of the Ethernet Service or any other obligations if such failure has been found to be caused by the connection of any equipment other than in compliance with this clause 10.

## **11. Access**

- 11.1. Wanstor and/or its sub-contractor will conduct any required site visits during normal working hours, that is to say between 09:00 and 17:00 Mondays to Fridays (excluding UK public and bank holidays). In the event that the Customer requests a site visit outside such hours this will be the subject of an additional Charge. Such charge will not apply to visits to repair faults.
- 11.2. The Customer will provide access to the site to Wanstor and/or its sub-contractor for the purposes of site surveys, installation or otherwise as required for the provision of the Ethernet Service. The Customer shall provide a suitable and safe working environment for Wanstor's employees and authorised sub-contractors at the site. The Customer shall indemnify Wanstor and its sub-contractors for death or personal injury claims or actions threatened or brought against them resulting from the Customer's breach of this clause

- 11.2, save where such claim or action results from Wanstor's negligence or that of its employees, sub-contractors or agents acting in the course of their employment or agency.
- 11.3. Wanstor agrees to observe and ensure that its employees observe the Customer's reasonable security and safety requirements insofar as these are communicated to Wanstor or its employees.
- 11.4. It is the responsibility of the Customer to make good or re-decorate any areas of the site affected by the installation of the Ethernet Service save where any damage is caused by Wanstor's negligence in which case the limitation of liability provisions of the Contract for Wanstor Services Agreement shall apply.

## **12. Use of Service**

- 12.1. If Wanstor notifies the Customer (or the Customer becomes aware) that the Ethernet Service is being used in breach of the Use of Services provisions contained in the Contract for Wanstor Services Agreement the Customer will immediately inform/be informed that the Ethernet Service will be disconnected if the breach continues. If the Customer continues to use the Ethernet Service in breach the Company will immediately disconnect the Ethernet Service.
- 12.2. If the Customer uses the Ethernet Service in breach of the Use of Services provisions of the Contract for Wanstor Services Agreement Wanstor may suspend the Ethernet Service, insofar as is reasonable in the circumstances, without prejudice to Wanstor's rights of termination under this Order.
- 12.3. For our Fair and Acceptable Usage Policy, please see the separate Fair and Acceptable Usage Policy document. Your use of our service is governed by this additional policy and you must abide by and agree to the terms set out in it.

## **13. General**

- 13.1. The Customer shall not use Wanstor's or Wanstor's sub contractors' name or any registered or unregistered trademarks or service marks of Wanstor or its sub-contractors without the prior written consent of Wanstor.
- 13.2. If the Customer is entitled to one or more service credits under the provisions of Appendix 1 the Customer acknowledges that Wanstor's liability in relation to the subject of such service credits is limited to the amount of such credit.

## **1. Appendix 1**

### SERVICE LEVEL AGREEMENT

Wanstor will use reasonable endeavours to comply with the service levels set out in this Appendix, but these levels are target service levels only and Wanstor has no liability for any failure to meet them except as set out in this Appendix.

#### **1.1. Service Demarcation**

For all services, with the exception of wires-only internet access, the service demarcation point is the LAN-side port/ports of the Wanstor customer premises router. For wires-only, the service demarcation point is the customer port of the Network Terminating Equipment ("NTE").

#### **1.2. Service Levels**

##### **1.2.1. Availability**

The Ethernet Service can be used to deliver internet access or IP telephony services. Different network architectures are used to deliver each of these services, however it should be understood that Wanstor does not state availability data for IP telephony services.

- When used for internet access each Ethernet circuit will be available for 99.9% of any given calendar month;
- When used for IP telephony services an Ethernet circuit availability of any given calendar month is not stated.

The following shall not be included when calculating the above service level(s):

- Outages or delays which are deemed by Wanstor to be the result of matters outside its direct control.
- Outages or delays which are a result of a WLR3 fault that affects the availability of any FTTC Ethernet/Broadband service
- Planned or notified maintenance whether in response to an emergency or otherwise.

##### **1.2.2. Performance**

The performance measures below are for the end-to-end service, from the underlying service provider's core network (source) that Wanstor has chosen to the service demarcation point (destination):

- Latency (Source to Destination) - <15ms
- Packet Loss - <0.2%
- Jitter (Source to Destination) - <5ms

These performance measures are only applicable to VoIP traffic destined for either Wanstor's SIP Trunking or Wanstor's Business Hosted VoIP Service and to any other traffic where overall traffic levels on a customer circuit do not exceed the purchased Committed Data Rate (CDR). Where traffic exceeds the CDR, or in the case of VoIP traffic, exceeds the bandwidth purchased to service the VoIP traffic, this traffic will be shaped which may result in increased latency, jitter or packet loss.

### **1.2.3. Provisioning**

Wanstor will use reasonable endeavours to:

1. Notify the Customer within 4 working days after the receipt of a CRF and Order as to the acceptance or rejection of the CRF and Order;
2. Notify the Customer within 21 working days after the acceptance of a CRF and Order of the results of the site survey, whether or not service can be delivered and advise of any Excess Construction Charges;
3. Notify the Customer within 21 working days after the acceptance of a CRF and Order of the amount of Excess Construction Charges payable (if any), the Contractual Delivery Date (within 24 working days) and the preferred installation date for the circuit;
4. To make services live:
  - a. For FTTC Ethernet, within 24 working days after the acceptance of a CRF and Order;
  - b. For copper Ethernet, within 36 working days after the acceptance of a CRF and Order; and
  - c. For fibre Ethernet, within 72 working days after the acceptance of a CRF and Order; and
5. Terminate a service on the date requested by the Customer provided that the Customer has given Wanstor no less than 90 days written notice.

## **1.3. Service Level Guarantee**

### **1.3.1. Provisioning**

Wanstor will activate the service by midnight on the Contract Delivery Date.

If Wanstor does not activate the service by midnight on the Installation Date, then Wanstor will credit the Customer with a compensation entitlement in accordance with the following table:

<b>Number of working days activation is beyond the Installation Date</b>	<b>Compensation Entitlement - reduction in the connection charge for the circuit</b>
1-10	2%
11-15	5%
16-20	10%
More than 20	15%

Connection charges for any other Wanstor product associated with the service are be excluded from the calculation of the compensation entitlement.

### **1.3.2. Fault Handling**

Wanstor will make available the fault handling service Monday to Friday, 09:00 till 18:00 excluding Public and Bank Holidays.

All faults will be validated when reported and subsequently classified as below:

1. **Priority/Category 1 (Critical)** - Total loss of service (hard down or no transmission of signal in one or both directions)
2. **Priority/ Category 2 (Major)** - Service is available, but either reduced functionality or degradation is creating significant business impact for the Customer
3. **Priority/ Category 3 (Minor)** - Service is available, but either reduced functionality or degradation is being experienced by the Customer without any significant business impact

**For Priority 1** faults Wanstor will resolve the fault within 8 Clock Hours (as defined below) from a validated fault, or, for Copper Ethernet and FTTC Ethernet, 10 Clock Hours from a validated fault.

Clock Hours are defined as the time between the Start Time and Stop Time, excluding Parked Time, where:

1. Start Time means the time a fault has been validated and categorised as a Priority 1 fault
2. Stop Time means the time a fault has been resolved
3. Parked Time means the time during which the resolution of a fault is outside of Wanstor's control

**For Priority 2** faults Wanstor will resolve the fault within 24 hours from a validated fault.

**For Priority 3** faults Wanstor will resolve the fault within 48 hours to a 72 hour range from a validated fault.

**For Priority 1** faults only, if Wanstor does not resolve a fault on a circuit within the relevant timeframe set out above, then Wanstor will credit the Company with a compensation entitlement in accordance with the following table:

Measurement	Compensation Entitlement - reduction in monthly circuit rental
Each hour or part hour beyond the target fault clearance time	5% of the monthly rental

Credits will be applied on a per fault basis and will be capped at 100% of the monthly circuit rental. Monthly rental charges for any other Wanstor product associated with the service are excluded from the calculation of the compensation entitlement.

#### 1.4. Exclusions from Service Levels and the Service Level Guarantee

A service level, service level guarantee and any compensation entitlement will not apply if:

- The failure by Wanstor is due to the Customer's own network or equipment or any other network (including but not limited to the internet) or equipment outside the underlying service provider's network that Wanstor has chosen;
- The Customer is in breach of any part of these terms and conditions or the Company's Contract for Wanstor Services Agreement and such breach affects Wanstor's ability to comply with the service level and/or service level guarantee or if Wanstor's underlying service provider suspends the service or any part of it as a result of any such breach;
- Through no fault of its own or because of circumstances beyond its reasonable control, Wanstor is unable to carry out any necessary work at, or gain access to the Customer's site or the Customer fails to agree an appointment date or planned work is aborted (save at Wanstor's request);
- Reasonable assistance is required or information is reasonably requested by Wanstor from the Customer or a third party and such assistance or information is not provided or is not provided in a timely fashion;
- Through no fault of its own, Wanstor is unable to obtain any necessary permissions or consents required in connection with the performance of a particular service level or service level guarantee;
- The failure is due to Force Majeure or some other event outside Wanstor's reasonable control;
- The failure is due to a planned or emergency service interruption;

- The failure is due to an inaccurate Order having been submitted;
- A fault is not reported in accordance with the correct fault reporting procedures; or
- The Customer has failed to implement any reasonable and explicit instructions issued by Wanstor in relation to the service.
- The fault handling resolution times for FTTC Ethernet do not include any time taken to first resolve any WLR3 faults affecting the availability or performance of the FTTC Ethernet service. The fault target resolution time will commence from the time that it is established that the WLR3 line is in working order and is not affecting the FTTC Ethernet service.

## **1.5. Wires Only Service**

Services provided to the Customer without a Wanstor-supplied and managed customer premises router are known as 'wires-only' services. These services are not provided as managed services and therefore have a reduced Service Level Agreement, as set out below:

- For a wires-only service, the service demarcation point is the customer port of the Network Terminating Equipment ("NTE");
- The service levels set out in paragraphs 1.2.1 and 1.2.2 above apply to the Wanstor core network only;

In the event of a fault it is incumbent on the Customer to demonstrate that the fault lies with the Wanstor Ethernet Service and not externally. If both parties agree this to be the case the fault is deemed to be validated and Wanstor will resolve the fault within the timescales set out in paragraph 1.3.2 above. The compensation entitlement set out in that paragraph will apply to any failure by Wanstor to resolve the fault within such timescales.