

EX Networks Limited

Service Specific Agreement – Leased Line

Issued: 18/01/2019

Version 1.1

<https://www.exn.uk/resources/>

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1. OVERVIEW

1.1 This Agreement forms part of the Master Service Agreement (MSA) and states the terms and conditions by which EX Networks Limited will deliver and the Customer will receive Leased Line services as described in this Agreement and on the Signed Sales Order Forms (SOF).

(a) Addendum A is the list of Miscellaneous Charges for Leased Line Services.

All capitalised terms are as defined in Clause 1.2 of the MSA, unless the contrary is stated. References to clause numbers in the Agreement are to clauses in this Agreement, unless the contrary is stated. In the event of any conflict between the MSA, Service Specific Agreements, Signed Sales Order Forms and the Addenda, the order of precedence is as follows: (1) the Signed Sales Order Form, (2) the Service Specific Agreement, (3) the MSA and (4) the Addenda.

2. SITE ACCESS

2.1 To enable EX Networks to carry out its obligations under this Agreement the Customer shall procure that each End-User shall permit or procure permission for, EX Networks or anyone acting on EX Networks' behalf (including without limitation any third party suppliers) access to each End-User Site and any other premises at all times reasonably requested by EX Networks.

2.2 EX Networks' employees and contractors ("EX Networks Personnel") will observe the End-User's reasonable site regulations affecting the applicable End-User Site(s) as advised in writing to EX Networks reasonably in advance. In the event of any conflict being identified between the End-User Site regulations and this Agreement, this Agreement shall prevail at all times.

2.3 The Customer shall ensure that the End-User provides a suitable and safe working environment for EX Networks Personnel in relation to work carried out at each End-User Site.

2.4 Normally, access to an End-User Site will only be required during Business Hours. If EX Networks requires access at other times, the Customer will permit or procure permission for EX Networks Personnel to have access to the relevant End-User Sites and will provide such reasonable assistance and information as EX Networks may request from time to time. Any request by the End-User or the Customer for EX Networks to carry out work at other times may be refused by EX Networks, but if accepted, EX Networks shall notify the Customer where such request has originated from the End User, and such work will be charged to the Customer at EX Networks' then current rates as detailed in the Miscellaneous Charges Table.

2.5 Where an appointment is agreed for EX Networks to work at an End-User Site, and EX Networks Personnel are unable to gain access to the End-User Site or carry out the necessary work at the End-User Site, EX Networks may charge an Abortive Visit Charge, unless it is EX Networks' error. Abortive Visit Charges may also apply if access is made to the End-User Site but work is not possible due to the End-User Site being a health and safety risk to any EX Networks Personnel attending the End-User Site, or if the operation or security of any EX Networks equipment to be installed at the End-User Site may in EX Networks' reasonable opinion be compromised.

2.6 The Customer acknowledges that from time-to-time it may be necessary for EX Networks or EX Networks' own suppliers to contact End-Users directly in order to carry out its obligations under this Service Schedule and to provide the Access Services. The Customer agrees to give EX Networks all information, cooperation and assistance reasonably requested by EX Networks in connection with any End-User Site visit including, but not limited to providing End-User contact information to EX Networks and obtaining End-User consent for EX Networks to contact the End-User directly.

3. END-USER EQUIPMENT

3.1 The Customer must, at the Customer's own expense, procure suitable secure accommodation, facilities, assistance and environmental conditions for any Network Terminating Equipment and the Customer shall ensure that all necessary power supply, electrical and other fittings are in place and in working order. Failure to carry out and ensure the above shall mean EX Networks will not be held responsible for any interruption or failure of the Access Services caused by any failure by Customer to carry out their obligations.

3.2 (i) The network-related Customer Premises Equipment ("CPE") and Routers are not supplied by EX Networks and it is the sole responsibility of the Customer to source, provide and maintain the CPE and Routers or to ensure that the End-User has suitable alternatives.

(ii) We may deem it necessary that the Service requires an Ethernet Demarcation Device with an optional monitoring line ("EDD") to allow us to support the Service effectively. EX Networks will supply this device and it will remain the property of EX Networks unless otherwise stated on the Order Form. Such device must at all times be connected to this Service for the SLA to be valid.

4. CHARGES AND PAYMENT

4.1 EX Networks shall have the right to apply ancillary and additional charges to cover time spent repairing faults where this work is not covered under the terms of the Agreement and for providing or re-arranging Services or equipment. These charges (which, for the avoidance of doubt are non-recurring charges and are also known as time-related charges) apply where requests for work to be carried out at an End-User Site have been fulfilled as listed within the Miscellaneous Charges Table (Addendum A). These could involve the provision or rearrangement of equipment, wiring, network or services (including, without limitation, work on PSTN and Private Networks). At all times these charges are the responsibility of the Customer. Time-related charges will not apply if the Customer cancels the appointment, in accordance with EX Networks' cancellation processes in effect from time to time, before an engineer has been assigned to perform the work. Additional charges may be applicable on the day that the works are carried out and these are also the responsibility of the Customer. If the Customer decides not to flow down these charges or any charges agreed directly between Customer and any EX Networks supplier, the Customer shall remain responsible for payment to EX Networks.

4.2 If the Customer instructs EX Networks to dispatch an engineer (either an employee or contractor of EX Networks or a supplier engineer) to the End-User premises to investigate a possible fault with the connection, EX Networks reserves the right to charge the Customer any time spent by the engineer in investigating and attempting to remedy the fault should the fault be found to be with the CPE or facilities, or caused by an act or omission of the Customer, an End-User, or any third party other than EX Networks' contractors.

4.3 EX Networks shall flow through all charges incurred from its suppliers as a result of an act or omission of the Customer or any of its End Users.

4.4 EX Networks reserves the right to charge the Customer any reasonable fees as may be listed in EX Networks' Miscellaneous Charges Table (Addendum A) which includes (but is not limited to) charges for missed engineer appointments, abortive visit charges or time spent by EX Networks investigating, identifying or remedying the fault should the fault be found to be caused by an act or omission of the Customer, an End-User, or any third party other than EX Networks' contractors.

4. CANCELLATION, CEASE OR SUSPENSION OF SERVICES

4.1 Where the Customer requires a Pre-install Cancellation, they must serve a Termination Notice on EX Networks. Following receipt of a Termination Notice to cancel an order from the Customer, EX Networks shall place the order on hold with the supplier and shall endeavour to provide the Customer with email confirmation of receipt of the Termination Notice setting out any Cancellation Fees (where applicable). The Customer must acknowledge and accept EX Networks' Order Cancellation Charges Confirmation within two (2) Business Days in order for EX Networks to process the cancellation. In the event the Customer fails to accept the Order Cancellation Charges Confirmation within this two (2) Business Day period, the cancellation shall take effect from the date the acceptance is received by EX Networks and the Customer may be subject to the payment of additional Cancellation Fees. Where the Customer fails to accept the Order Cancellation Charges Confirmation or fails to confirm that they do not wish to cancel the order within twenty (20) Business Days of receipt of the Order Cancellation Charges Confirmation, then EX Networks reserves the right to automatically cancel the order and the Partner shall be liable for any Cancellation Fees due. For the avoidance of doubt, where a Termination Notice is served on EX Networks and the Customer subsequently decides to retract it and progress with the order, there may be a delay in processing this order.

4.2 Where the Customer cancels an order in accordance with the procedures set out at clause 4.1, the following terms shall apply -:

Where the applicable order includes the use or provision by EX Networks of a third party supplier's connectivity product or service:

- (a) notwithstanding any other applicable charges as may be set out in this Agreement, the Master Service Agreement or the relevant Sales Order Form; in the event the Customer cancels an order prior to the Provisioning Notification, they shall be subject to a one-off administrative charge and an order cancellation fee as detailed in EX Networks' Miscellaneous Charges Table (addendum A), as well as any applicable (pre-wayleave and pre-ECC) third party supplier Cancellation Fee.

Notwithstanding the above, EX Networks shall waive its administrative charge in the event any one or more of the following occurs AFTER the Provisioning Notification has been issued:

- i ECCs are not accepted by the Partner,
- ii Wayleaves are not agreed,
- iii The Service is deemed to be undeliverable by the carrier,
- iv The Customer and EX Networks agree to replace a Service with another one for the same End User;

(b) notwithstanding any other applicable charges as may be set out in this Agreement, the relevant Service Schedule or Order Form; in the event the Customer cancels an order on or after the Provisioning Notification, the Customer shall be liable to pay 100% of the Cancellation Fee. For the avoidance of doubt, in the event that any wayleave or ECCs have been identified for the provision of the Service, the Provisioning Notification shall only become effective upon the Partner's acceptance of these (save where any wayleave or ECCs are identified after the Provisioning Notification has been issued which may occur from time to time).

5. END-USER TERMS & CONDITIONS

5.1 Installation and Maintenance

Where it is necessary for EX Networks or its suppliers to effect installation and/or maintenance of a Service, equipment or Goods at the End User's site, the End User shall provide full access to such site and to its personnel, and any technical help reasonably required by EX Networks or its suppliers for the installation and maintenance of the Service, equipment or Goods.

The End User shall use any EX Networks or supplier equipment and associated software in strict accordance with any instructions or software licence communicated or made available by EX Networks or its suppliers from time to time, and EX Networks and its suppliers will not be liable for any repairs whatsoever or howsoever arising other than as a result of normal and proper use in accordance with those instructions and software licences.

5.2 Insurance

(i) The End User shall be responsible for insuring any EX Networks and/or supplier equipment on the End User site against loss or damage from all risks, such insurance to be for an amount equal to the full replacement value of the equipment.

(ii) The End User shall be responsible for insuring itself against all loss of or damage/corruption to data. In no event will EX Networks or its suppliers be liable for loss or damage/corruption to any data stored/transmitted on/using the Service or any equipment or Goods.

5.3 Improper Use

Any network and/or Service supplied by EX Networks or its suppliers may only be used by the End User for lawful purposes, and the End User agrees to be bound by the EX Networks Acceptable Use Policy in relation to the use of the Service and any network.

The End User shall not (and shall not authorise or permit any other party to):

(a) use the Service or any network supplied by EX Networks or its suppliers for the transmission of any information, data or other material which is in violation of any law or regulation, or which is defamatory, menacing, obscene, threatening or against human rights or in breach of any third party intellectual property right (including copyright) or in breach of trade secrets ("Prohibited Material");

(b) use the Service or any network supplied by EX Networks or its suppliers for the transmission of any material that contains software viruses or any other computer code, files or programs designed or intended to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(c) use the Service or any network supplied by EX Networks or its suppliers for mail-bombing or spamming (i.e the act of sending a large number of unsolicited e-mail messages within a short period of time to one or more individual e-mail accounts) or sending one unsolicited e-mail message to ten or more individual e-mail users, where the message could reasonably be expected to cause complaints from some of the recipients; or

(d) attempting to gain unauthorised access to any account or computer resource not belonging to the End User, or attempt the unauthorised accessing, altering, interfering with, or destruction of any network, system, equipment or information by any means or device.

Any breach of this clause 5.3 shall be deemed to be a material breach of this Agreement and shall entitle EX Networks to terminate this Agreement forthwith and for this purpose it shall be irrelevant whether the End User is aware of the content of any information, data or material so transmitted or not. EX Networks may suspend the Service without notice with immediate effect if in EX Networks' reasonable opinion the End User is in breach of this clause 5.3.

The End User acknowledges that EX Networks and its suppliers are unable to exercise control over the content of the information, data and other material passing over any network and/or connections supplied by EX Networks or its suppliers, and/or the Service, and EX Networks and its suppliers hereby exclude all liability of any kind for the transmission or reception of Prohibited Material of whatever nature.

The End User hereby agrees to indemnify and hold EX Networks and its suppliers harmless from and against any claim brought by a third party resulting from the use of any network and/or line supplied by EX Networks or its suppliers, and/or the Service by the End User, including but not

limited to infringement of any intellectual property right of any kind, and breach of any legislation or regulation, or otherwise arising out of or in connection with any Prohibited Material. The End User shall pay all costs, damages, awards, fees (including reasonable legal fees) and judgements awarded against EX Networks and/or its suppliers arising from such claims, and shall provide EX Networks and/or its suppliers with prompt notice of such claims, full authority to defend, compromise or settle such claims and all reasonable information, assistance and cooperation necessary to defend such claims, at the End User's sole expense. Such actions will be taken in consultation with the End User.

6. LEASED LINE SLA

- 6.1 (i) Access Service Availability Target per Site
Subject to any differences detailed in the Access Network and Services provisions in Section 2 of this Service Schedule, the Service availability (as defined below) Service Levels per Site depends on the level of resilience deployed, as set out in the table below ("Service Availability Target").

Table: Availability Service Levels and Service Credits due

Network Access Method	Monthly Service Availability Service Level	Discount on Monthly Charge		
		10%	30%	50%
Fibre Ethernet, EoFTTC orEFM	99.9%	<99.9%	<98.6%	<94.5%
Dual Fibre Ethernet with same tail provider using their resilience product	100.00%	<100%	<98.7%	<94.6%

(ii) Availability shall be measured and calculated using EX Networks' standard processes, tools and methodologies in effect from time to time (as determined by EX Networks). For the avoidance of doubt, any fault or series of faults resulting in a period of unavailability or downtime which has a common cause in one twenty-four (24) hour period, shall be deemed to be one Incident.

(iv) Downtime or unavailability relating to or caused by any of the exclusions listed in 14.8 will not be treated as a period of unavailability in any Access Service availability calculation.

ADDENDUM A: MISCELLANEOUS CHARGES TABLE

Item	Description	Charge
Site Survey	<i>Charge for site survey - relates to orders where partners wish to establish potential Excess Construction Charges before placing an order, and also the likely timescales if no infrastructure is available</i>	£250 - £600
Order Cancellation Fee	<i>Third party supplier charges for cancelling In-Flight Orders</i>	Variable*
Administrative Charge	<i>For In-flight Service Order Cancellations (subject to the order being cancelled due to Excess Construction Charges or other unknown charges from the carrier)</i>	£500 (per circuit)
Missed Engineer Charges	<i>Charge for missing scheduled Engineer visits</i>	Up to £350/visit
Abortive Visit Charges	<i>EX Networks' or third party suppliers charges for any abortive visits</i>	Up to £350/visit
Out of Hours	<i>Charges for time spent outside the usual working hours</i>	£150 - £350 per hour
Change Request Fee	<i>Third party suppliers charges to change a Service</i>	Variable*
Investigating Unplanned Service Outage Charges	<i>Reasonable charges where Service outage is due to Partner or End-User</i>	£150 - £350 per hour plus variable costs*
Fault Charges	<i>Reasonable charges for investigating a potential connection fault where fault is due to Partner or End-User</i>	£150 - £350 per hour plus variable costs*
Reconnection Charges	<i>Charges for reconnecting a Service after a period of suspension</i>	£250 per Site
Hardware Charges	<i>Charges for the non-return of router and other EX Networks equipment at end of term</i>	£90-£5000/router depending on the router
Third Party Supplier Charges	<i>Charges for the non-return of third party supplier equipment at end of term</i>	Variable*