



Managed IP VPN MPLS Product Terms

The following terms and conditions are additional to those in the Connexions Standard Terms and Conditions (STC's) and shall apply where, pursuant to an End User Order, the Customer orders MPLS VPN services and any optional services set out in section 1 (for the purposes of this service schedule, the "Service"). For the purposes of these Product Terms: (a) the term "MPLS Network" shall mean the Connexions Group of companies' MPLS network between its MPLS enabled points of presence from time to time over which the Service will be routed and does not include any Tail Circuits or local access circuits; (b) the term "CPE" shall mean the router (as specified in the Customer Order) provided by Connexions to the Customer as part of the Service which shall form part of the Customer Equipment; (c) the term "Hardware Support" shall mean an On-Site remedial hardware maintenance service in relation to the CPE hardware, that may be provided by Connexions to the Customer as part of the Service where this has been agreed in the Customer Order (in accordance with the relevant support level option indicated in such Customer Order), including provision of an engineering response to the Customer Site and remedy of hardware faults in the CPE hardware; (d) the term "On-Site" shall refer to the Customer Site; (e) the term "Tail Circuit" shall mean any Tail Circuits which Connexions has agreed to procure for the Customer as part of the Service; and (f) the term "User" means all persons or entities using or having access to the Service through the Customer or the Customer's network.

1. Optional Services

Internet Access

If specified in the End User Order, Connexions will provide the Customer with access to internet with the bandwidth specified in the End User Order in conjunction with the Service.

2. Maintenance

Connexions reserves the right to perform any routine or scheduled maintenance that may limit or suspend the availability of the Service and shall provide reasonable prior notice of any such maintenance. Connexions also reserves the right to perform any emergency maintenance that may limit or suspend the availability of the Service and shall use reasonable endeavours to provide prior notice to the Customer provided that, where Connexions is unable to provide prior notice, it shall provide such notice as soon as reasonably practicable after the commencement of such maintenance. Any suspension in the availability of the Service pursuant to this section 2 shall not be deemed to be a breach by Connexions of any of its obligations under this Agreement. Connexions shall use reasonable endeavours to ensure that maintenance is carried out with minimum disruption to the Customer.

3. Rights and Obligations of the Customer and its Users

- (a) The Customer acknowledges and will procure the acknowledgement of Users that Connexions exercises no control and accepts no responsibility for the information, services and content accessible on the MPLS Network or the Internet. The Customer assumes entire responsibility for the Customer's use and its Users' use of the Service, software and equipment, whether or not provided by Connexions.
- (b) The Customer shall be responsible for maintaining the confidentiality of, and shall keep secret and protected from access by third parties (subject to any provision of the same to the Users for which the Customer shall remain wholly responsible), its logins, passwords and other confidential information relating to its use of the Service (the "Access Information"). The Customer shall be responsible for amending and/or updating its Access Information in the event of loss of or notification to unauthorised third parties of the Access Information. Connexions shall have no liability for any action that it may take in response to the provision of correct Access Information.

Managed IP VPN MPLS Product Terms

- (c) The Customer shall be solely responsible for the provision of appropriate technical expertise, knowledge and resources sufficient to integrate and configure its LAN systems, applications and interfaces with the Service, the Customer being responsible for such integration and configuration (including configuring all its relevant clients, servers and networking equipment to transmit and receive across the MPLS Network). Connexions does not provide LAN integration as part of the Service, the Service being delivered by means of an outward Customer facing port.
- (d) The Customer shall ensure that its LAN is capable of integration with the Service (including, but without limitation, any hardware or software required for such integration). The Service does not include the provision of advice on LAN integration, configuration or specification other than specifying (from time to time) the packet methodologies which are compatible with the Service. Where class of Service has been selected on the End User Order, the Customer shall select its packet methodology from those available to it (as indicated on the Technical Capture Form) and it shall be the responsibility of the Customer to ensure that any packets to be transmitted shall be marked accordingly.
- (e) Connexions will use reasonable endeavours to implement any agreed configuration required on the MPLS Network, provided that the customer promptly and accurately supplies such technical data to Connexions technical support team upon request.
- (f) The Service does not support packet header compression and the Customer acknowledges that this may affect its ability to use the Service for Voice over IP (“VOIP”) pending upon the packet sizes being used, the de-codification and method of implementation from its VOIP vendor. While Connexions commits to provide a defined bandwidth for a specific class of service, no commitment is given as to the number of voice calls/data sessions that can be transmitted using the Service. Should the Customer use the Service for VOIP purposes, the Customer shall comply with any and all regulatory requirements in all relevant jurisdictions, including in particular, the obligations regarding 999/emergency services calls.

4. Rights and Obligations of Connexions

- (a) Connexions will implement any agreed VPN configuration required on the MPLS Network and notified to Connexions. Any subsequent configuration changes required by the Customer should be submitted as a Change Request (as defined in section 7) in accordance with section 7 or through a new Order Form if the change required results in a change to the Charges for the Service (e.g. increasing bandwidth into a site requires a new order).
- (b) In relation to acceptance of the Service, the Customer acknowledges and agrees that the period within which it must give Connexions notice that the Service does not meet the technical specifications contained in any applicable Service Level Availability (“SLA”) or is otherwise in material non-compliance with the Agreement, is 2 Business Days from the Service Commencement Date per Customer Site. The Customer further acknowledges and agrees that any error or fault that it reports under this provision (and pursuant the provisions within the STC’s) must be capable of verification.

Managed IP VPN MPLS Product Terms

- (c) Connexions shall use reasonable endeavours to: (i) monitor the MPLS Network, including its interconnection to other networks; and (ii) maintain the MPLS Network in an operational state in order to provide the Service in accordance with the Service Level Agreement set out below. Except as may be specifically provided in the Service Level Agreement, Connexions expressly disclaims any representation or warranty that the Service or the software or equipment provided by Connexions will be error free, secure or uninterrupted. No advice or information given by Connexions shall create a warranty other than as expressly recorded in this Agreement.
- (d) Where the Customer requests access to the Internet via the Service through one or multiple sites, the Customer assumes total responsibility for the Customer's use and its Users' use of the Service, software and equipment, whether or not provided by Connexions, and the Internet. The Customer acknowledges and agrees that the Internet contains materials which are sexually explicit or may be offensive and is accessible by persons who may attempt to breach the security of Connexions or the Customer's network. Connexions has no control over, and expressly disclaims any liability of responsibility for, such materials or actions. In such circumstances the Customer and the Users access the Service at their own risk.
- (e) Connexions reserves the right to terminate the Service if it determines, acting reasonably, that the Customer or any of its Users is actually or allegedly engaged in activities that are illegal, fraudulent or wrongful or which may be harmful to Connexions in any way.
- (f) Subject to section 1(a) above, Connexions does not provide User administration as part of the Service, whether in terms of adding, deleting and/or modifying User names, passwords or other details or otherwise, unless agreed in advance (and provided that such additional services may incur additional charges).

5. Indemnification

The Customer agrees to defend, indemnify and hold harmless Connexions, its Group companies and agents from any claims, liabilities, losses, damages and expenses, including reasonable legal fees, arising out of or relating to: (a) any breach of this Agreement by the Customer or its Users; and/or (b) claims for infringement of any third party right arising from the use of any services, equipment or software not provided by Connexions.

6. Fees and Charges

The Charges specified on the Customer Order for the Service do not include access and access-related charges (with the exception of those for the Tail Circuits which are included within the Charges), including, without limitation, local telephone and ISDN call charges, local broadband access charges, inside wiring charges, construction charges, interconnection charges or other charges assessed by the local exchange carrier or competitive access provider, all of which shall be for the cost of the Customer. The Customer is solely responsible for co-ordination of all local access and charges and costs associated with such access (except to the extent of any agreed Tail Circuits). The Customer is solely responsible for PSTN line rental unless ordered separately with us.

7. Service Level Agreement ("SLA")

Subject to the terms and conditions of this section 7, Connexions shall provide the Customer with the following SLA. In providing support for the Service, Connexions will only deal with the Customer's designated support contacts, and will not provide support directly to Users (including Users accessing the Service remotely via the Broadband Internet service).

Managed IP VPN MPLS Product Terms

(a) MPLS Network Availability

- (i) The Service availability and the credits set out in this section 7 are stated on a per Customer Site basis. The credits awarded to the Customer pursuant to the SLA will be calculated as a percentage of the monthly Charge applicable to the relevant Customer Site affected by an Outage (as described in more detail in section 7(a) (iii) below).
- (ii) Connexions has a target of 99.99% availability for the MPLS Network, measured using the aggregate POP network availability. Performance is measured as a monthly average.
- (iii) The Customer shall be entitled to a credit for an Outage. An Outage means a failure associated with the MPLS Network only that renders the Service unavailable (i.e., a particular Customer circuit is unable to transmit data). An Outage period begins upon the earlier of (y) the Customer reporting a malfunction in Service to Connexions that is confirmed by Connexions; or (z) Connexions detecting a malfunction, where, in either case, the malfunction is solely due to a failure on the MPLS Network. An Outage period ends when the Service is fully operational (i.e., the particular Customer circuit is able to transmit and receive data).

Credits for Outages will be calculated on a monthly basis and will be based upon the cumulative elapsed time of any Outages and the monthly Charge for the Service for each Customer Site as follows:

In respect of Leased Line / Ethernet Access:

Total Monthly Outages at the relevant Customer Site (In Minutes)	Credits (Percentage of monthly recurring charge for the service at the relevant Customer Site)
Up to and including 15	0%
Over 15 up to and including 240	5%
Over 240 up to and including 480	10%
Over 480	20%

(b) MPLS Network Quality of Service

Connexions MPLS Network performance target (calendar monthly averages) applicable to Customer Sites within the UK for each level of traffic priority defined as Class 1, 2 and 3 on the Customer Order is as follows:

Class	Round trip delay	Packet Delivery	Jitter
1	20ms	99.9%	5ms
2	30ms	99.9%	Not Applicable
3	50ms	99.75%	Not Applicable

The above targets are based on core performance measured across Connexions MPLS enabled points of presence in the UK only.

Managed IP VPN MPLS Product Terms

Class 1 and Class 2 bandwidth in respect of any access line into a Customer Site shall be as defined in the Customer Order. If there is no such specification set out in the Customer Order, then the default position for all traffic will be Class 3.

For Customer Sites outside the UK but within Europe the following MPLS Network performance targets apply measured across Connexions MPLS enabled points of presence in Europe:

Round trip delay	Packet Delivery
100ms	99.75%

For Customer Sites outside Europe the following MPLS Network performance targets apply measured across Connexions MPLS enabled points of presence globally:

Round trip delay	Packet Delivery
500ms	99.75%

The Customer shall be entitled to receive a Service credit if Connexions fails to meet the target performance specified above. The Customer acknowledges and agrees that such credit will be based on Connexions own measures of core performance of the MPLS Network (acting reasonably and in good faith) and excludes any performance or measurements in relation to Tail Circuits, local access circuits and/or telephone dial or PSTN/ISDN dial facilities. In order to claim any Service credit, the Customer shall apply to Connexions in writing within 3 Business Days of the end of the relevant calendar month.

Any claim for Service credits issued by the Customer shall be analysed by Connexions by comparing the average performance of the MPLS Network taken over the calendar month in question applicable to the Customer Site affected, against the target performance specified above.

If Connexions fails to achieve the performance target specified above (whether in whole or in part) in any one calendar month when measured as above in relation to any Customer Site(s), the Customer shall be entitled to a one-off Service credit of 5% of the monthly Charge applicable to such Customer Site(s) for such month.

(c) Hardware Support

Connexions will provide hardware support where Connexions provides managed CPE in accordance with the support option selected in the Customer Order ("Hardware Support"). Hardware

Support response and fix times are measured from the time when Connexions logs the fault, having first identified that fault as being a Hardware Support issue. A fault shall be deemed rectified when Connexions records that fault as having been fixed.

Managed IP VPN MPLS Product Terms

Support Level Options	Response and Fix Time Terms
24x7x4	On-Site Hardware Support service providing a CPE fix within 4 hours, measured from Connexions logging the fault, such response and fix times to be measured between 00:00 and 24:00, Monday to Sunday, including all local public, statutory and bank holidays.
24x7x8	On-Site Hardware Support service providing a CPE fix within 8 hours, measured from Connexions logging the fault, such response and fix times to be measured between 00:00 and 24:00, Monday to Sunday including local public, statutory and bank holidays.

Subject to the terms of the Hardware Support option, the Customer shall be entitled to a credit for a hardware failure of the CPE that is not rectified within the specified fix times of the relevant hardware support option, as follows, where "Hours Out of Agreed Fix Time" are measured based on the time that the actual fix time exceeded the fix time of the Customer Order and the relevant support level option indicated in the Customer Order.

Hours Out of Agreed Fix Time (% of monthly recurring charge for the Service)	Credit
Less than 2 hours	5%
2 hours - < 4 hours	10%
4 hours - < 8 hours	15%
8 hours and above	20%

If the Customer has not taken out hardware support as part of the Service, in the event of a CPE failure, Connexions will use reasonable endeavours to return to full Service on a time and materials basis, time being charged to the Customer at £200 an hour and materials to be charged to the Customer at the prevailing rate current at the date that such materials are provided by Connexions.

(d) Change Requests

- (i) Any change to the configuration of the VPN after the Service Commencement Date which is requested by the Customer and which does not require a new service order (e.g. anything that does not have an effect on the charges for the Service) is defined as a change request (a "Change Request").
- (ii) Any Customer Change Requests will be processed as follows:

Response to Change Request	Within 2 working hours of receipt of the change request, to acknowledge receipt.
Validation of Change Request	Within 2 working hours from the time Connexions responded to the Customer, to acknowledge and log that change request.
Implementation of Change Request	Within 4 working hours of Connexions notifying the customer and the change request has been successfully validated.

- (iii) **“Validation”** of the Change Request shall mean either: (y) notifying the Customer that Connexions agrees with that Change Request (which is then a **“successfully validated”** Change Request), in which case Connexions shall proceed with implementation of that Change Request in accordance with the above table; or (z) notifying the Customer that Connexions does not agree with the Change Request, and advising the Customer of the potential risks relating to that Change Request of which Connexions is aware (which is then a **“queried Change Request”**).
- (iv) For any queried Change Request, Connexions shall not proceed with implementation of such Change Request unless the Customer , having received Connexions notification of the potential risks associated with that Change Request, re-confirms in writing to Connexions that Connexions should proceed with implementation, in which case Connexions shall revert to the Customer to agree timescales for implementation (and Connexions shall have no liability to the Customer , any User or in any way otherwise in respect of the implementation of that queried Change Request, any related Services or the effect of implementation of that queried Change Request on the Services or other services provided by Connexions). If there is a queried Change Request, the Customer may engage Connexions to provide consultancy services in relation to that queried Change Request, in which case Connexions and the Customer shall agree the scope of such consultancy and additional charges that may apply on a time and materials basis.
- (v) Any Change Requests that need to be implemented at a scheduled time (outside of working hours) will need to be agreed beforehand with Connexions and may incur an additional charge.
- (vi) For the purposes of this SLA, a working hour shall mean an hour between 9am and 5pm on a Business Day.

(e) Response Time

Connexions goal is to respond to the Customer within 30 minutes or less after receiving notification from the Customer that the Service is unavailable. Connexions will contact the Customer pursuant to an agreed upon method, provided that the Customer provides Connexions with a valid telephone number, pager number, fax number and/or e-mail address. The Customer is solely responsible for providing accurate and up to date contact information for the Customer’s designated point of contact. This contact method shall be used only for Service availability issues, all other notifications shall be made in accordance with the notice provisions within the STC’s.

Managed IP VPN MPLS Product Terms

(f) Credits, Procedure and Limitations

The provisions of this SLA, including the applicability of Service credits contemplated above, are subject to the following conditions and limitations:

- (i) The aggregate monetary amount of credits per month is limited to the monthly recurring Charge for the Service (excluding any variable charges).
- (ii) No Service credits will be given for failures to meet any part of this SLA that:
 - (aa) are caused by any act, omission or default of the Customer (including, in particular, a breach of the Customer 's obligations in relation to the CPE set out in the STC's and/or in relation to any Goods supplied by Connexions and used as part of the Service) or of any third party or which occur during any period of time within any cure period of a notice served by Connexions under the termination provisions within the STC's or of any termination notice served under this Agreement or during any period of suspension in accordance with this Agreement;
 - (bb) are due to a failure of power or equipment provided by the Customer or others, including any provider of a Tail Circuit to Connexions for, by or on behalf of the Customer (in which case, Connexions shall use reasonable endeavours to co-ordinate with such provider to cure the failure as quickly as possible);
 - (cc) occur during any period in which Connexions is not given access to the Customer Site;
 - (dd) occur due to an event that falls within the force majeure provisions of the STC's;
 - (ee) are due to scheduled maintenance and repair carried out in accordance with section 2;
 - (ff) are due to implementation of a queried Change Request; or
 - (gg) faults or delays in providing the Service, which have been reported by the Customer, but have not been verified by Connexions or which are not capable of verification.

8. Tail Circuit

8.1. If stated within the End User Order, Connexions shall procure a Tail Circuit required for delivery of a Service. In such case, unless otherwise notified by Connexions, the Customer acknowledges that:

8.1.1.the Tail Circuit shall be provided by a third party operator;

8.1.2.any rights, remedies, credits or service the Customer may have, or be entitled to, regarding a Tail Circuit are limited to those rights, remedies, credits or service which Connexions may be entitled to under its agreement with the third party operator of the Tail Circuit;

8.1.3.the estimated costs for the Tail Circuit are incorporated within the Charges and are subject to a survey of the Customer 's Site and/or the end customer's Site (as applicable) by the relevant third party operator and may be subject to change, both upwards and downwards, any such change to be passed onto the Customer in its entirety. Furthermore, the Customer acknowledges and agrees that the cost of the Tail Circuit may increase during the term of this Agreement and any such increase shall be passed on to the Customer in its entirety;

8.1.4.if a Service is terminated by the customer in accordance with the STC's or otherwise prior to the Service Commencement Date or prior to completion of any minimum Customer Order initial term, the Customer shall pay any and all cancellation charges that may be due to third parties in respect of the Tail Circuit; and

8.1.5.in the event of termination of this Agreement (or any contract for a Service made under this Agreement) by Connexions due to the Customers breach, the customer shall pay any and all cancellation charges that may be due to third parties in respect of any affected Tail Circuits.

8.2. Where the Customer Order indicates that a Tail Circuit is to be provided by the Customer or by an end customer (a "Non-Connexions Tail Circuit"), the Customer or the end customer, as the case may be, shall procure and be solely responsible for the Non-Connexions Tail Circuit. Connexions shall have no liability whatsoever in respect of the provision or functioning of any Non-Connexions Tail Circuit (including any consequential effect upon the Service to which such Non-Connexions Tail Circuit relates) and the Customer shall indemnify and hold Connexions harmless from any claims, costs, expenses, damages and losses arising from the provision or functioning of any Non-Connexions Tail Circuit.

9. Sky Access Services & Etherstream V Services

The following Service Levels and terms apply to the Services set out in these Additional Terms and Conditions to the extent only that the access technology in relation to such Service is based on a Sky access connection or an Etherstream V access connection.

"Customer Equipment" means any equipment used by the Customer in relation to the Service;

"Connexions Equipment" means any equipment which is supplied by or on behalf of Connexions to the Customer for the purpose of providing the Services and includes any equipment specified on a relevant Order Form;

"Failure" means the Customer contacting the Customer Care Centre and reporting a failure of Service or "unexcused downtime" recorded by network monitoring and a Trouble Ticket confirming the failure being opened;

"Restore" means the Customer contacting the Customer Care Centre and confirming the restoration of Service and cognate terms shall be construed accordingly;

"TTTR" or "Target Time To Restore" means the total target time between a Failure and the Service being recorded by Connexions as Restored; and

"Trouble Ticket" represents a unique ID related to a Failure and is generated once a Failure is raised. This unique ID is given to the Customer to identify the related Failure and is recorded in the incident management tool of Connexions.

9.1. Connexions will use reasonable endeavours to provide the Services in accordance with the provisions of the SLA set out in this Section 9.9 below. Where Connexions fails to meet the performance standards set out below the Customer will be entitled to the remedies herein provided. The SLA in respect of a Service shall commence from the Service Commencement Date for such Service.

9.2. The Customer acknowledges that it is technically impractical to provide the Service free of faults or uninterrupted and that Connexions does not give an undertaking to do so. In the event of a fault in the Service, the Customer must report it to Connexions by the methods advised to the Customer at the commencement of the Service. The Customer therefore agrees that any service credits set out in the SLA shall constitute the Customer's sole financial remedy for unavailability of the Service or otherwise for any failure to meet the SLA and the remedies set out in the SLA are given in full and final satisfaction of Connexions liability for such unavailability and for such failure. No service credits detailed elsewhere in these Additional Terms and Conditions will apply to the Sky Access Service or Etherstream V Service.

9.3. Failures may be reported to the Connexions First Line Support Centre. Where second line support is required, Connexions will use its reasonable endeavours to comply with the timeframes set out below.

9.4. Target Service Level for failures:

9.4.1. **Response Time.** The target time to respond to a Failure is set out in Section 9.9. Response will be in the form of either email or phone contact with Connexions. Connexions shall use its reasonable endeavours to comply with the target response time.

9.4.2. **Time to Restore a Failure.** The Target Time to Restore for the Service is set out in Section 9.9 below. Connexions shall use its reasonable endeavours to comply with the TTTR.

Managed IP VPN MPLS Product Terms

- 9.5.** The Service Levels in Section 9.9 below shall not apply where the Failure is caused by a fault with the CPE.
- 9.6.** Any measurement carried out for the purposes of this Agreement shall exclude any time which elapses as a consequence of:
- 9.6.1. The Customer performing any work at the request of Connexions on any equipment that is not Connexions Equipment;
 - 9.6.2. Connexions being unable to contact the Customer when required.
- 9.7.** The following events are excluded from any measurement carried out for the purposes of this Agreement:
- 9.7.1. Any event of force majeure;
 - 9.7.2. Any period of time required to obtain any access, wayleaves or other permissions necessary for installation and/or provision of the Connexions Equipment and/or the Service;
- 9.8.** Connexions shall not be liable to provide Service Levels to the extent that such Failure:
- 9.8.1. is wholly or partly attributable to the Customer Equipment or to any breach of this Agreement by the Customer or any act of any of the Customer's affiliates, agents or sub-contractors which would constitute a breach of this Agreement if carried out by the Customer including any unauthorised use of the CPE; or
 - 9.8.2. occurs during a period of maintenance or during a period when the Service is suspended in accordance with the terms of this Agreement.
- 9.9.** The Customer acknowledges and agrees that the Service Levels set out herein are conditional upon the Customer providing 24/7/365 access to the Site without prior notice and that it is the Customer's responsibility to ensure that 24/7/365 access to the Site without prior notice is provided to Connexions and/or the Carrier at all times.

Target Time to Restore

Access Product	Response Time	Availability Guarantee (Annual)	TTR
ADSL	4 bhrs	-	9 bhrs
SDSL	4 bhrs	-	9 bhrs
Etherstream A	4 chrs	99.9%	9 chrs
Etherstream S	4 chrs	99.9%	9 chrs
Etherstream (EFM)	4 chrs	99.9%	9 chrs
Etherstream V	4 chrs	99.9%	8 chrs

bhrs = Business Hours

chrs = Clock Hours

Business Hours are between 8am and 5pm on a Business Day

9.10. Service Credits for Unavailability

Managed IP VPN MPLS Product Terms

9.10.1. Applicable for Etherstream A, S and EFM: If availability of the connection in a quarter shall fall below the guaranteed level, Connexions shall credit the Customer's account with one day's worth of the quarterly annual rental charges for the affected Service for each hour or fraction thereof that the connection is unavailable (below the guaranteed level) during that quarter. However, the total amount of credit granted in respect of any single incidence of Failure shall not exceed 24 days' worth of the quarterly charges. The maximum amount that will be credited to a Customer's account for any quarter will be 20% of the quarterly Charges.

9.10.2. Applicable for Etherstream V: If there is a total loss of availability due to all access tails used as part of the Etherstream V service failing, Connexions shall credit the Customer's account as per the credit regime below:

Outage Period	Credit (% on Monthly Recurring Charge)
Up to 8 hours	0%
Up to 12 hours	2.5%
Up to 16 hours	5%
Up to 20 hours	10%
Over 20 hours	20%

The maximum amount that will be credited to a Customer's account for any month will be 20% of the monthly Charges.