

	Dark Fibre (Lease) Service Schedule	LRE-TCO-012
Classification: External	Version 1.02	

Dark Fibre (Lease) Service Schedule (Version 1.02)

Dark Fibre Services means unlit fibre(s) which enable customers to deploy and run their services over the provided fibre path.

Dark Fibre Services

1. Dark Fibre Service

- 1.1. The Dark Fibre Service is provisioned in a Point to Point (P2P) configuration comprising one or more unlit (dark) optical fibre strands (as set out in the Order Form) along the Route for the duration of the Service Term. The Service shall comply with the Fibre Specification, unless otherwise stated on the Order Form.
- 1.2. The Customer is granted an exclusive right to use a number of dark fibre strands as specified in the Order Form.
- 1.3. The Service may consist of Sections, with each Section being provisioned between Breakouts or Sites where a Demarcation Point will be present.
- 1.4. Unless otherwise specified in the Order Form, the Demarcation Point shall be a splice enclosure or fibre termination point located: (i) in a basement of a Site, (ii) at a PoP, or (iii) in the last manhole serving a building for cases where Neos Networks does not gain the necessary access consents. The Service and associated responsibilities of Neos Networks shall terminate at the Demarcation Point.
- 1.5. The Customer is responsible for procuring, at its own cost and expense, the construction and/or installation of any further cabling or other works required for the interconnection of the Service to its own equipment beyond the Demarcation Point.
- 1.6. Maintenance and repair of the Service (in accordance with this Service Schedule) up to and including the Demarcation Point(s) shall be the responsibility of Neos Networks for the duration of the Service Term.
- 1.7. The Service is provided unlit, and the Customer shall be responsible for ensuring that any Customer Apparatus used to light the fibre will adhere to Neos Networks' requirements and approvals.

- 1.8. The Service provided is for the Customer's personal use or to provide lit services to its end customers but, save as aforesaid, the Customer may not sublease, swap, assign, sublicense, sell or share the Network.

Dark Fibre Terms

2. Service Schedule

- 2.1. This Dark Fibre Service Schedule ("Service Schedule") is effective as of the Effective Date of the Order Form between the Parties referencing this Service Schedule and incorporates by reference the General Terms executed or adopted by the Parties. Unless otherwise defined in this Service Schedule, capitalised terms in this Service Schedule shall have the definitions given to them in an Order Form or the General Terms.

3. Dark Fibre Charges

- 3.1. Unless otherwise specified in the relevant Order Form:
 - 3.1.1. The Service shall be charged via an Installation Charge and an Annual Rental Charge;
 - 3.1.2. the Installation Charge shall be invoiced by Neos Networks on each relevant Service Commencement Date; and
 - 3.1.3. the Annual Rental Charge shall be invoiced by Neos Networks quarterly in advance from the Service Commencement Date.
- 3.2. Excess construction charges ("ECC") shall be notified to the customer in accordance with the provisions set out in the General Terms.

- 3.3. Neos Networks is under no obligation to take any action on the order until the Customer has confirmed to Neos Networks in writing that it accepts responsibility to pay the ECC.

4. Additional Information

- 4.1. The Customer must ensure that any use of lasers within the Customer Apparatus complies with all relevant sections of Neos Networks' 'Working with Fibre and Laser Procedure' (as may be amended from time to time and which is available upon request) including the adherence to the applicable International Standards referenced therein

5. The Network

- 5.1. In consideration of the Charges to be made and the obligations on the part of the Customer in this Agreement, Neos Networks grants to the Customer (to the extent that it has the right) with effect from the Service Commencement Date a non-exclusive non-transferable right (the "Licence") during the Service Term.
- 5.2. The Network shall remain the property of Neos Networks. The Customer acknowledges and agrees that the sole rights conferred on the Customer under this Agreement are its rights as licensee during the Service Term in accordance with Section 5.1.
- 5.3. Nothing in this Agreement shall operate to transfer any property or other rights in the Network, nor is anything intended nor shall be construed as creating any relationship of landlord and tenant.
- 5.4. Neos Networks warrants and undertakes that:
- 5.4.1. it shall issue all notices and obtain all consents and approvals required in respect of installation and the Customer shall use its reasonable endeavours to assist Neos Networks where required in this regard;
- 5.4.2. it holds, or will obtain all licences or consents required by Neos Networks to lawfully perform its obligations under this Agreement.
- 5.5. The Customer warrants and undertakes that:
- 5.5.1. it shall not access the Network for any purpose other than envisaged pursuant to this Agreement;
- 5.5.2. the Customer agrees to not allow or cause interference with the business or the Network.
- 5.5.3. it shall not alter, adjust, damage, or interfere with the Network, and shall not allow to subsist any

circumstances likely to damage the Network or detract from or impair its performance or operation;

- 5.5.4. it shall not allow any attachments to subsist, other than those expressly approved subject to prior approval of siting and to technical clearance by Neos Networks;
- 5.5.5. it shall not use, or allow any use of the Service or any part of the Network for any purpose other than telecommunications traffic or in a manner which is contrary to the Law;
- 5.5.6. it shall use reasonable endeavours, at Neos Networks' expense, to assist Neos Networks in ensuring that Neos Networks complies with all applicable Law in performing Neos Networks obligations under this Agreement; and
- 5.5.7. it holds, or will obtain prior to the Committed Delivery Date, all licences or consents required by the Customer to lawfully perform its obligations under this Agreement or use the Service.

6. Installation

- 6.1. Neos Networks shall use reasonable endeavours to ensure that by the Committed Delivery Date the relevant fibre(s) have been spliced to the Customer's cables at the Breakouts provided that the Customer:
- 6.1.1. shall co-operate and shall provide all information and assistance which Neos Networks reasonably requests to enable Neos Networks to provide the Service; and
- 6.1.2. shall, under the supervision of Neos Networks, construct all necessary infrastructure and install the Customer's cable to the Breakouts to allow Neos Networks to splice the relevant fibre(s) to the Customer's cable within the agreed timeframes.
- 6.1.3. agrees that, should the Customer fail to complete construction of the necessary infrastructure or fail to install the Customer's cable to the Breakouts in sufficient time for Neos Networks to complete splicing of the relevant fibre(s) to the Customer's cable by the Committed Delivery Date, then Neos Networks shall carry out Acceptance Tests on each Section to bare-end fibre at the Breakouts and shall issue an acceptance certificate (assuming successful completion of the tests) stating that Acceptance Tests have been completed in such manner.

- 6.2. Upon agreement between the Customer and Neos Networks, a Section of the Route may be delivered in advance of the full Route. Invoicing will begin from the point of handover of the Section and in advance of the handover of the full Service.
- 6.3. Upon delivery of the Service, Neos Networks will carry out the Acceptance Tests as soon as reasonably practicable having given the Customer as much notice as reasonably practicable of the precise date and time of such tests.
- 6.4. The Customer or its agent shall cooperate in carrying out any Acceptance Tests and shall (save for good reason) be entitled to attend the Acceptance Tests. Non-attendance by the Customer or its agent of the Acceptance Tests shall not affect Neos Networks' ability to perform them. Neos Networks shall take account of all reasonable representations made by the Customer or its agent.
- 6.5. Upon successful completion of the Acceptance Tests in accordance with the procedure set out in the General Terms, Neos Networks will certify that the Service meets the Fibre Specification.
- 6.6. Neos Networks shall produce and maintain suitable records on the Route for the Minimum Period and any Renewal Service Term. Neos Networks shall make these records available to the Customer on request.

7. Maintenance

- 7.1. Neos Networks shall be responsible for the maintenance and repair of the Service, and will carry it out in accordance with recognised industry practice to ensure that the Service operates in compliance with the Fibre Specification.
- 7.2. Neos Networks shall supervise any works involving the Network and act as principal on all diversionary works affecting the Service required by applicable Law.
- 7.3. If at any time Neos Networks wishes to resolve an Outage by transferring the Service (hereinafter referred to as the **"Transfer"**) from a fibre (or part of the length thereof) forming part of the Service to another fibre (or part of the length thereof) of the same or superior specification comprised in the Network (hereinafter referred to as the **"Alternative Fibre"**):
- 7.3.1. Neos Networks shall give the Customer as much notice as is practically possible in the event a Transfer is necessary;
- 7.3.2. any costs, fees or expenses relating to the Transfer shall be borne by Neos Networks;

- 7.3.3. the Parties shall co-operate to execute the Transfer with the minimum of disruption;
- 7.3.4. if the Customer and Neos Networks cannot agree on the Transfer, then the decision of Neos Networks will be final; and
- 7.3.5. following a Transfer, Acceptance Tests shall be carried out in accordance with the Fibre Specification.
- 7.4. Upon completion of the works required to remedy the Outage, the Customer and Neos Networks will co-operate to return the Service to the original fibre, save where Neos Networks decides to make the Transfer to Alternative Fibre permanent, in which case it will inform the Customer and update the records.
- 7.5. Neos Networks may make a Temporary Repair to remedy an Outage and shall give the Customer as much notice as is practically possible.

8. Relocation

- 8.1. Neos Networks may relocate all or any portion of the Service:
- 8.1.1. if a third party with legal authority orders such relocation;
- 8.1.2. in order to comply with applicable Law;
- 8.1.3. for bona fide operational reasons;
- 8.1.4. in the event of a loss of a license or any consent which affects the ability to provide or use the Service;
- 8.1.5. to reduce governmental fees or taxes assessed against it.
- 8.2. Neos Networks agrees to provide the Customer ninety (90) calendar days prior notice of a relocation, if reasonably feasible.
- 8.3. Neos Networks has the right to carry out a relocation after discussing the details with the Customer (including the proposed route, timing and implementation plan), provided that any proposed relocation:
- 8.3.1. is constructed and tested in accordance with the Fibre Specification;
- 8.3.2. does not result in a materially adverse change to the operations, performance, or Breakouts with the network of the Customer; and
- 8.3.3. does not unreasonably interrupt the Service. For the purposes of this provision, a complete interruption for longer than forty-eight (48) hours shall be considered an unreasonable interruption and shall require the prior

written consent of the Customer, which shall not be unreasonably withheld.

- 8.4. Neos Networks will use its commercially reasonable efforts to secure an agreement for reimbursement from any competent third-party requiring relocation pursuant to Sections 8.1.1 or 8.1.2.
- 8.5. The Customer agrees to reimburse Neos Networks for Customer's pro rata share of Neos Networks' costs of any relocation pursuant to Sections 8.1.1, 8.1.2 or 8.1.4 (where the Customer loses the licence or consent).
- 8.6. Neos Networks in its reasonable discretion may terminate the Service without liability upon notice if the costs of relocation are commercially unviable.

Service Level Agreement

9. Service Levels

- 9.1. The following service levels are applicable for the Network. Where a third-party supplier delivers part of the Services, Neos Networks' liability will at no time exceed the published contractual liability of the third-party supplier.

Section Ref:	Service Level	Dark Fibre
9.2	Delivery	Committed Delivery Date
9.3	Network Fault – Target Time to Repair (note 1, 2 and 3)	16 hours

Note 1 – Network fault time to repair is calculated from the end of the notification period.

Note 2 – Excluding fibre faults in locations that may be subject to access restrictions including but not limited to overhead masts, sewers, red route highways, subsea cable systems or along railway lines; at such locations, Neos Networks will use reasonable endeavours to effect repairs as quickly as possible.

Note 3 – No Service Credits shall be payable for disruptions which involve repairs to the above exclusions.

9.2. Delivery

- 9.2.1. In the event that Neos Networks fails to meet the Committed Delivery Date for orders then the Customer may claim compensation as detailed below (except in relation to the supply of third-party provided fibre):

Working Days past Committed Delivery Date	Service Credits (percentage of a Month's rental for the affected Service) (note 1, 2)
1 – 5	5%
6 – 11	10%
12 – 30	25%
>30	50%

Note 1 – Calculated as 1/12th of the Annual Rental Charge

Note 2 – Calculated by sum of affected Sections, if applicable

9.3.

Network Fault

- 9.3.1. If Neos Networks does not meet the above Target Times for Repair for the Network, the Customer may claim Service Credits as follows:

Hours past Target Time to Repair	Service Credits (percentage of a Month's rental for the affected fibre) (note 1)
0-4	5%
4-8	15%
8-16	25%
16+	35%

Note 1 calculated as 1/12th of the Annual Rental Charge

- 9.3.2. Following any Network fault, Neos Networks will ensure that the Service meets the Fibre Specification.

10.

Fault Management

10.1.

Faults may be reported to the NOC by the Customer on 0345 3053337 (or such other number as Neos Networks notifies the Customer) 24 hours a day, 7 days a week at which time a Fault Reference Number will be issued.

10.2.

The Customer will provide the following information:

- 10.2.1. the date and time at which the Customer reported the fault to Neos Networks;
- 10.2.2. the Section, fibre reference and grid reference (if known) in which the fault or defect giving rise to the Outage is located, where the Customer is able to provide such information;
- 10.2.3. the numbers of the Customer's fibre which are disrupted.

- 10.3. Neos Networks may from time to time request reasonable assistance from the Customer in connection with the location of a fault or defect within a Section giving rise to an Outage. The Customer shall act reasonably and without delay in assisting Neos Networks in connection with the location of a fault or defect. Each Party shall bear its own costs incurred in attempting to locate any such fault or defect within a Section.
- 10.4. Neos Networks will in the Notification Period take reasonable steps to restore the Service if possible.
- 10.5. On notification of a fault by the Customer to Neos Networks, the Customer shall perform all necessary in-house tests to the demarcation point (being the service boundary on the Network) and shall co-operate fully with the NOC in order to locate any fault.
- 10.6. In the event of Neos Networks' normal point of contact not being able to respond satisfactorily, the escalation procedure(s) should be used and any requests from either Party for the escalation procedure(s) to be implemented should be initiated through the relevant contacts identified in the table below:

Level	Network Operations Personnel	Escalation
1	NOC	4 hours after initial fault is reported
2	Duty Operations Manager	1 hour after level 1 escalation
3	Head of NOC	3 hours after level 1 escalation

Neos Networks operates a personnel roster system for escalation purposes and provides a series of Duty Officers for all three levels. Accordingly, the dedicated telephone number for Duty Officers is the NOC fault report number.

11. Service Credits

- 11.1. All claims for Service Credits under the Agreement must be submitted to Neos Networks within thirty (30) days of the failure to meet the specified service level.
- 11.2. Any Service Credits shall be paid in the form of a credit to the Customer's account, except in the event that the contract expires, in which case Neos Networks shall make payment following the termination of the Agreement.

Neos Networks' total aggregate liability to the Customer under this Service Level Agreement in any twelve (12) month period shall not exceed an amount equal to one Month's charges for the individual Service which has the Service-Affecting Fault (calculated as 1/12th of the Annual Rental Charge).

12. Excused Outages

12.1. Planned maintenance

- 12.1.1. In maintaining the Service, Neos Networks may with reasonable notice request a temporary Outage or re-routing of the Service. Where reasonably possible, Neos Networks will notify the Customer of the Outage or re-routing at least twenty-eight (28) days in advance and will co-operate with the Customer as to timing. If Neos Networks and the Customer cannot agree, then the decision by Neos Networks shall be final. Where notice has been given of such Outage or re-routing, the Customer will not be entitled to any Service Credits or compensation. The Customer acknowledges that if the planned maintenance is cancelled by the Customer on less than fourteen (14) days' notice, Clause 26.6 of the General Terms shall apply.
- 12.1.2. Planned network maintenance or upgrades may be required from time to time. Notice will be given to Customers that may be affected. Neos Networks will use reasonable endeavours to carry out this work without disruption, but if Neos Networks and the Customer cannot agree the timing of the Outage or re-routing, Neos Networks' decision shall be final. Where notice has been given of such planned network maintenance or upgrades, the Customer will not be entitled to any Service Credits or compensation for resulting Outages.
- 12.1.3. The Customer shall provide Neos Networks with reasonable written notice of any planned works or maintenance they intend to perform which could impact the Service.

12.2. Customer-responsible faults

- 12.2.1. Neos Networks is not responsible for any fault identified as attributable to Customer Apparatus, Customer power supplies or the action or inaction of the Customer's employees and/or agents. In such event

reasonable costs (including engineer costs, travel costs and preparation costs) incurred by Neos Networks shall be recharged to the Customer.

12.2.2. Additionally, Neos Networks will quote its terms and conditions (including price) for any remedial work that is necessary to fulfil its obligations under the Agreement, but the provisions relating to Target Times to Repair shall not apply.

12.2.3. In the event of responsibility being the subject of dispute between Neos Networks and the Customer, then the decision of Neos Networks in this regard will be final.

12.3. Third party-attributable faults

12.3.1. If a fault is identified as being attributable to a third party (i.e. neither the Customer nor Neos Networks), the fault shall be deemed to be the responsibility of Neos Networks. In such event Neos Networks will use all reasonable endeavours to restore the Service within the Target Time to Repair but will not be liable to pay the Customer Service Credits if it cannot do so because of any fault attributable to a third party.

12.3.2. Neos Networks' liability for Target Times to Repair in respect of Services will at no time exceed the actual recovered amount from the third-party supplier.

13. Definitions and interpretations

In the Agreement, unless the context otherwise requires, the capitalised terms shall have the following meanings:

"Access Tails" means the electronic communications network supplied by Neos Network to connect the Site to the Network;

"Breakouts" means those locations along the Route (as listed in the Order Form) where the Customer may access the Service;

"Demarcation Point" means the termination point up to which Neos Networks is responsible for the installation and maintenance of the Network, as set out in the Order Form;

"Fault Reference Number" means the unique number issued when logging a fault with the NOC;

"Fibre Specification" means the fibre specifications set out in Schedule 1 of this Service Schedule;

"Month" means calendar month;

"NOC" means the Network Operations Centre sited at a Neos Networks' office location from where Network management functions are directed;

"Notification Period" means the period of 1 hour from the time a fault is reported to Neos Networks or an alarm is registered by the NOC;

"Outage" means an event or action (not attributable to the act or omission of the Customer or arising at the request of the Customer) which prevents or restricts the passage of electronic communications signals across the Service;

"Route" means the physical route of the Service encompassing all breakout/demarcation points and Sections.

"Section" means a length of the Service between two adjacent Section End Sites;

"Section End Sites" means those Breakouts specified in the Order Form;

"Service Credits" means an amount that the Customer may claim where the specified service level has not been met;

"Splice" means joining together optical fibres using a fusion splicing technique;

"Tail Circuit" means the electronic communications network supplied by a third-party provider to connect the Site to the Network;

"Target Time to Repair" means the target length of time to restore the Services which is measured from the end of the Notification Period registered by the NOC; and

"Temporary Repair" means any technique available to Neos Networks to restore telecommunications transmission over a disrupted fibre or via another fibre comprised in the Service until the time for completion of a permanent repair.

Annex 1 – Fibre Specification

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Unless otherwise specified in the Order Form, the Service will conform to the following parameters (Existing Network Cable Installations):

Individual Uni-Directional Splice Loss	≤0.30dB (note 1)
Individual Bi-directional Splice Loss average	Max ≤0.20dB Typical ≤0.08dB
Average System Loss/km @ 1310nm (includes splices only)	Max ≤0.40dB (note 2) Typical ≤0.38dB
Average System Loss/km @ 1550nm (includes splices only)	Max ≤0.25dB (note 2) Typical ≤0.23dB
Average System Loss/km @ 1625nm (includes splices only)	Max ≤0.28dB (note 2) Typical ≤0.25dB
Connector Loss (mated pair)	≤0.50dB
Connector Reflectance (UPC)	≥-45dB
Connector Reflectance (APC)	≥-60dB

Where G655 fibre is set out in the Order Form, the Service will conform to the following parameters:

Cable Loss: dB/km @ 1550nm	≤0.35dB prior to splicing
Cable Loss: dB/km @ 1625nm	≤0.40dB prior to splicing
Individual Uni-Directional Splice Loss	≤0.30dB (note 1)
Individual Bi-directional Splice Loss average	≤0.20dB
Average System Loss/km @ 1550nm (includes splices only)	≤0.38dB
Average System Loss/km @ 1625nm (includes splices only)	≤0.43dB
Connector Loss (mated pair)	≤0.50dB
Connector Reflectance (UPC)	≥-45dB
Connector Reflectance (APC)	≥-60dB

Notes:

- Individual Uni-Directional Splice Loss to allow the occasional mismatch of a splice in a joint. Subject to the MFD mismatch, Neos Networks would not be able to guarantee Uni-Directional splice loss as this is not an indication of the true loss. A true loss is indicated from a Bi-directional OTDR test and therefore would be the overriding accepted result.
- This figure can be affected by having multiple events very close to each at the far ends (like multiple patches or joints) which can in some cases lead to exceeding the maximum figure quoted.
- If splice loss values cannot be obtained, then Neos Networks shall have the option to attempt up to 3 re-splices on appropriate splices, testing from cable end(s) with Optical Time Domain Reflectometer (OTDR) each time the Joint is re-spliced and recorded.
- The figures in the Installation Parameters G652/G655/G656 Fibre tables exclude splicing G652 to G655/G656. This method of splicing different fibre types is not recommended. Splicing G652 to G657 although compatible will more than likely introduce a mismatch due to different MFD (Mode Field Diameter). As a result, the Installation Parameters G652 figures cannot be guaranteed.