Business Cloud and Internet Service Schedule (Version 1.03)

The Business Cloud and Internet product family include the following products: Dedicated Internet Access (Wires-Only and Managed DIA), IP Transit, Cloud Connect and Distributed Denial of Service Mitigation. These products provide a dedicated, secure connection to either the Internet or Cloud Service Provider.

Business Cloud and Internet Services

1. Business Cloud and Internet Services

Neos Networks offers four types of Business Cloud and Internet Services:

- Dedicated Internet Access (DIA) (Wires Only) or "**DIA – Wires Only**" – where Neos Networks provides a private connection to the Internet, solely for an individual business. All traffic to and from the enterprise network is carried over Neos Networks' Ethernet backbone to provide a high quality of service;
- Dedicated Internet Access (Managed Service) or "**Managed DIA**" – where, in addition to the DIA - Wires Only, Neos Networks provides the Customer with a pre-configured router that, once live, will enable proactive monitoring of the circuit and router by the NOC;
- Internet Protocol Transit or **"IP Transit"** – this Service offers the Customer the ability to use its own ASN (Autonomous System Number) to benefit from dedicated, resilient, scalable, high performance BGP connectivity to the Internet (together, the "**Internet Services**"); and
- Business Cloud or "**Cloud Connect**" – this Service provides the Customer with a secure and direct interconnect via a third party to Cloud Service Providers (CSPs). The Customer may choose to connect to one or several CSPs. Cloud Connect is a fully redundant solution with 2 x 100Gbps ports deployed at separate data centre locations. Separate Ethernet Virtual Circuits (EVCs) will be set up to connect to each CSP.

  The Customer may also purchase a Distributed Denial of Service ("DDoS") Mitigation Service or "**DDoS Mitigation Service**" with a DIA – Wires-Only, Managed DIA, or IP Transit:

- DDoS Mitigation Service is a tiered offering providing varied levels of DDoS protection including detection, monitoring, and mitigation capabilities for DDoS Attacks.

1.1. DIA - Wires-Only

The following provisions apply to DIA – Wires Only:

1.1.1. **Router:** the Customer provides its own router which requires configuration (to be undertaken by the Customer). The Service does not include the monitoring of the Customer's router.

1.2. Managed DIA

The following provisions apply to Managed DIA:

1.2.1. **Router:** the router provided is owned by Neos Networks and must be returned within three (3) weeks of the Service termination date. The Customer will be instructed where to send the equipment free of charge. Failure to do so will incur a cost of £350 which will be charged to the Customer.

1.3. IP Transit

The following provisions apply to IP Transit:

1.3.1. **Router:** the Customer provides its own router which requires configuration (to be undertaken by the Customer).

1.4. Cloud Connect

The following provisions apply to Cloud Connect:

1.4.1. **Bearer Speed:** the Customer is charged for bandwidth as per the order which will include both the Ethernet and Cloud Connect Bandwidth required. Note that the bearer speed

selected must accommodate the total bandwidth required if multiple Ethernet Virtual Connections (EVCs) are configured for the Service.

1.4.2. **Set-up - dependency:** To set up Cloud Connect, the Customer must already have an established relationship with the CSPs of their choice and have ordered sufficient bandwidth for the service. In all Cloud Connect services the Customer will have access to their CSP's portal (Microsoft Azure Express Route, AWS Direct Connect or equivalent product). This enables the Customer to establish the services they require and select the connectivity partner of choice. As Neos Networks uses Equinix for its aggregation and Cloud Exchange service, the Customer must select Equinix London as the connectivity provider when on the portal.

1.4.3. **Set-up – requirement:** there is some pre-deployment information that is required from the Customer without which the Service cannot go live. This includes:

- the CSPs they wish to connect to;
- the bandwidth they want to have available for each CSP connection; and
- the Unique ID, Service Key or equivalent for its account.

1.4.4. **Set-up – failure:** if the Customer fails to comply with 1.4.2 and 1.4.3 above, then Neos Networks shall be entitled to cancel the Order Form and charge the Customer reasonable costs (including survey costs, site visits, engineer costs and any purchased equipment) incurred by Neos Networks prior to cancellation; and all third-party costs directly attributable to the cancellation, including fees for early termination or cancellation of contracts.

1.4.5. **Conditions of Use:** the Customer shall not: (a) conduct any illegal activities through the Service; (b) conduct any activity that interferes with or impairs the equipment or connectivity of any other customer on the Service; (c) obtain or attempt to obtain unauthorised access to the Service, or circumvent or attempt to circumvent any applicable security features; (d) connect any equipment that is owned or controlled by a third party; or reverse assemble, reverse compile or reverse engineer the Service, or otherwise attempt to discover any Cloud Connect source code or underlying proprietary information.

1.4.6. **Set-up – contract with CSP:** the Customer is responsible for negotiating and executing its own contract with the CSP ("**Interconnection Agreements**"). Neos Networks is not responsible for establishing or monitoring such relationships. The Customer shall indemnify and hold harmless Neos Networks and its customers from any liability, costs and damages (including legal fees and costs) arising from any claims relating to the Customer's Interconnection Agreements.

1.4.7. **No responsibility beyond Service Demarcation Point:** Neos Networks will not control the flow of Ethernet frames beyond the Equinix port. At times, the Service may be impaired or disrupted. During such time, and where possible, Neos Networks will endeavour to remedy the disruption; however, Neos Networks will not be held liable for any such disruption.

1.4.8. **Additional Services:** Neos Networks can provide the Service using existing Cloud Connect Services where ports and Bandwidth are available.

1.5. DDoS Mitigation Service Terms

The following provisions apply to DDoS Mitigation Services:

1.5.1. **Definitions:**

"DDoS Attack" means a distributed denial-of-service attempt to disrupt the normal operation of a network or service by overwhelming it with malicious traffic;

"Mitigate" means Neos Networks' efforts to remove any malicious traffic identified within a DDoS attack, providing transit of clean legitimate traffic;

"Protection" means Neos Networks' efforts to detect, monitor, or mitigate the effects of a DDoS Attack.

1.5.2. **Service Tiers**

Neos Networks offers DDoS Mitigation Services for DIA, Managed DIA and IP Transit services in the following tiers:

1.5.2.1. DDoS Standard:

a. included as standard with all DIA, Managed DIA and IP Transit services;

b. protection is limited to Neos Network's core network infrastructure; and

c. no active or automated Mitigation is provided under this tier. Any DDoS Attacks where the individual Customer services are targeted may result in degradation or loss of availability.

1.5.2.2. DDoS Monitoring (optional upgrade):

a. includes all DDoS Standard features;

b. the Customer's individual service is added to Neos Networks' DDoS platform;

c. includes reporting of any identified DDoS events; and

d. no active or automated Mitigation is provided under this tier. Any DDoS Attacks where the individual Customer services are targeted may result in degradation or loss of availability.

1.5.2.3. DDoS Mitigation (optional upgrade)

a. includes all DDoS Monitoring features;

b. provides real-time, automated mitigation of detected DDoS Attacks against individual Customer services; and

c. may include access to a customer portal where agreed by Neos Networks.

1.5.3. **Service Term**

The Minimum Period of the DDoS Service will be coterminous with the associated DIA, Managed DIA and IP Transit services ordered by the Customer.

1.5.4. **Mitigation Capacity and Limitations**

1.5.4.1. Unless otherwise specified in writing, traffic analysis is performed using sampling-based detection methods, which may not identify all threats, particularly short-duration or low-rate attacks.

1.5.4.2. Neos Networks does not guarantee uninterrupted availability of Customer services during a DDoS Attack and shall not be liable for any degradation in performance or availability.

1.5.4.3. No service levels or service credits shall apply to the provision of the DDoS Standard, DDoS Monitoring or DDoS Mitigating Services.

1.5.5. **Customer Responsibilities**

1.5.5.1. The Customer must designate a technical point of contact to receive reporting notifications and provide any support to Neos Networks that it reasonably requests during the provision of the services.

1.5.5.2. The Customer shall notify Neos Networks as soon as reasonably possible of any suspected or ongoing DDoS activity.

1.5.6. **Reporting and Notifications**

1.5.6.1. Scheduled reporting is provided for DDoS Monitoring and DDoS Mitigation Services

1.5.6.2. For DDoS Monitoring and DDoS Mitigation customers, Neos Networks retains relevant traffic and mitigation reports for a minimum period of thirty (30) days. Reports may be provided to the Customer upon request.

1.5.7. **Termination, Suspension, and Upgrades**

1.5.7.1. Neos Networks reserves the right to suspend DDoS Mitigation Services or discard traffic in the event that mitigation threatens broader network stability.

1.5.7.2. Standard Upgrade Path: The Customer may request a service tier upgrade at any time. Standard upgrades from DDoS Standard or DDoS Monitoring to a higher tier shall be confirmed by the execution of an Order Form.

1.5.7.3. Fast Upgrade Mechanism: In the event of a detected or ongoing DDoS Attack affecting the Customer's services while enrolled in DDoS Monitoring, the Customer

may request a fast upgrade to DDoS Mitigation by submitting an upgrade request via email to Neos Networks' NOC. Upon receipt of such request, notwithstanding Section 1.5.7.2 Neos Networks may agree to enable DDoS Mitigation protections without requiring the execution of a signed Order Form. Neos Networks will promptly confirm receipt of the email request, and confirmation of whether the upgrade request has been implemented.

1.5.7.4. The Customer agrees that activation of DDoS Mitigation under this Section 1.5 constitutes acceptance of the DDoS Mitigation service, features, limitations, and applicable charges.

1.5.7.5. Charges for the DDoS Mitigation service, pro-rated as necessary, will apply from the time of activation.

1.5.7.6. Whilst any agreement to implement a fast upgrade by exchange of email pursuant to Section 1.5.7.3 shall constitute a valid, binding order, nonetheless the Customer shall, upon request, provide a retrospective confirmation in writing (e.g., purchase order or Order Form) to align with internal billing and compliance requirements.

1.5.7.7. Any requests by the Customer to downgrade the DDoS Service shall only take effect at the end of the Minimum Period or Renewal Service Term (as applicable) unless otherwise expressly agreed by Neos Networks in writing.

1.5.8. **Liability and Indemnification**

1.5.8.1. The Customer agrees to indemnify, defend, and hold harmless Neos Networks against all claims, losses, or damages resulting from attacks originating from the Customer's infrastructure or the misuse of the DDoS Mitigation Service.

2. Business Cloud and Internet Services: General Provisions

The following general provisions apply:

2.1. IP addressing

2.1.1. DIA – Wires Only and Managed DIA - include the provision of an IP address range for the Customer. A /31 (for DIA – Wires Only) or /30 (for Managed DIA) will be provided included within the Charges as the default WAN address between Neos Networks and the Customer, with no additional address space provided unless explicitly requested by the Customer. The Customer can request a larger IP address range (up to /25), but a RIPE Form must be completed to illustrate how these will be used, and an additional Charge will apply as specified in the Order Form.

2.1.2. IP Transit – IP addressing is the responsibility of the Customer. The Customer acknowledges that Neos Networks requires it to provide appropriate Autonomous System details before the Service can commence.

2.1.3. Cloud Connect – not relevant.

2.2. Peering

2.2.1. All three types of Internet Services allow users to benefit from public and private peering arrangements, LINX membership and multiple upstream tier 1 transit provider connections.

2.2.2. Peering provisions are not relevant for Cloud Connect.

2.3. Routing

2.3.1. The traffic route to the Internet platform or Equinix Interconnect is designed with primary, secondary and tertiary signalled paths using multiprotocol label switching ("MPLS") technologies and Ethernet ring protection.

2.4. Bandwidth

2.4.1. The Internet Bandwidth for DIA - Wires Only and Managed DIA can be provisioned between 10Mbps to 10Gbps in 10Mbps, 100Mbps and 1Gbps increments as applicable. Capacity is established on a per node basis at the time of order. Neos Networks' nodes as standard support 10Mbps, 100Mbps, 1Gbps and 10Gbps options. Note: 10Gbps available as standard at selected locations. The Service is Full Duplex and enables Auto Negotiation.

2.5. Service Demarcation Point

2.5.1. For the Customer hand-off, the following Service Demarcation Points apply:

For DIA – Wires Only, IP Transit and Cloud Connect:

2.5.1.1. Off-Net services: a port on the EAD/Partner NTE (network terminating equipment) at the Customer's premises.

2.5.1.2. On-Net services: either the Customer's port that Neos Networks connects to with a cross connect, or the Neos Network port where the Customer-provided cross connect is brought on to the Network.

2.5.2. For Managed DIA: a port on the Neos Networks-provided router.

2.5.3. For Cloud Connect: the Equinix port on the CSP side, through which the Service is provided.

2.5.4. In relation to all Internet Services for the hand-off to the Internet, the Service Demarcation Point is the relevant third-party Internet provider's port.

2.5.5. In relation to Cloud Connect for the hand-off to the Cloud Service Provider, the Service Demarcation Point is the Equinix port on the CSP side, through which the Service is provided.

2.6. Network Protection

2.6.1. For DIA – Wires Only, IP Transit and Cloud Connect Tail Resilience RO1 and RO2 is available on the Openreach EAD and EAD LA as well as equivalent Partner Network AccessTails.

2.7. No prioritisation

2.7.1. Neos Networks does not prioritise Ethernet frames across the Network. This ensures that Ethernet frames are switched with the lowest possible latency. As the Network is engineered for low latency and high backbone capacity, Class of Service (CoS) is not required.

2.8. Deemed unavailable

2.8.1. The Service shall be deemed unavailable if it is completely interrupted for greater than ten consecutive seconds.

2.9. Last Mile Connectivity

2.10. **Last mile connectivity:** the Service is available with a choice of the last mile connectivity providers, offering either Ethernet Fibre, Ethernet over Fibre to the Cabinet ("**EoFTTC**") or Ethernet over Fibre to the Premise ("**EoFTTP**").

3. DIA, IP Transit and Cloud Connect using EoFTTC/P Tail Circuit access

3.1. EoFTTC and EoFTTP are a range of Ethernet access options based on services provided via BT Wholesale, TalkTalk Business and Openreach. Both BT Wholesale and TalkTalk Business utilise Openreach Generic Ethernet Access (GEA) access products as the underlying delivery method for the EoFTTC and EoFTTP GEA component structure, namely Fibre to the Cabinet (FTTC) and Fibre to the Premises (FTTP).

3.2. Neos Networks will utilise the Openreach SoGEA (Single order GEA) product, which includes the underlying physical line for the EoFTTC delivery. Both SoGEA and GEA FTTP Openreach access products are delivered over shared infrastructure between the Customer premises and the Exchange. Neos Networks then delivers a dedicated VLAN over the Network for each Service.

3.3. EoFTTC and EoFTTP services are delivered as wires only – meaning

that Neos Networks does not supply any additional equipment to what is supplied by the third-party supplier of such Tail Circuits. Due to the effect of distance between the Customer site and the street cabinet on performance over copper, EoFTTC is provided as a best effort only service and no service credits shall apply.

Business Cloud and Internet Terms

4. Service Schedule

4.1. This Business Cloud and Internet Services 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.

5. Business Cloud and Internet Charges

5.1. Unless otherwise specified in the relevant Order Form:

5.1.1. Business Cloud and Internet Services shall be charged via an Installation Charge and an Annual Rental Charge;

5.1.2. the Installation Charge shall be invoiced by Neos Networks on each relevant Service Commencement Date; and

5.1.3. the Annual Rental Charge shall be invoiced by Neos Networks quarterly in advance from the Service Commencement Date.

6. Additional Information

6.1. For Business Cloud and Internet Services, the following specifications referenced in the Delivery section of the General Terms will apply:

6.1.1. Equipment - Point of Interconnect: 100/1000BASE-T Ethernet or 1000BaseASE-SX/LX;

6.1.2. for Managed DIA only: 100/1000BASE-T.

6.2. If the Service entails the procurement of an Openreach service (whether directly or indirectly), the Customer must promptly notify Neos Networks and self-certify whether it is (or will be) using the Service for the purpose of aggregating FTTP to multiple homes and business premises from aggregation nodes (e.g. a street-based cabinet) ("**Aggregation**"). If the Service is (or will be) used for Aggregation, a surcharge (calculated from the surcharge payable to Openreach plus a reasonable administrative charge) (the "**Aggregation Surcharge**") shall be payable by the Customer, starting from the relevant Service Commencement Date.

6.3. The Customer acknowledges and agrees that if it fails to self-certify correctly or promptly, Neos Networks shall be entitled to levy the Aggregation Surcharge from the Service Commencement Date.

Service Level Agreement

7. Service Levels

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

Section Ref:	Service Level	Business Cloud and Internet Services
7.2	Delivery	Committed Delivery Date

7.3	Network Fault – Target Time to Repair (note 1, 2 and 3)	5 hours
7.4	Availability Target for the Neos Network	99.95%
7.5	Capacity Change Request	48 hours
7.6	Replacement or repair of CPE	Within 5 hours

Note 1 – excluding fibre breakages (which will be cleared within 16 hours - except fibre breakages involving overhead fibre and subsea fibre cables)

Note 2 - includes Switch/Router faults

Note 3 - Where Ethernet Services are provided using Ethernet over FTTC or Ethernet over FTTP then the Target Time to Repair is expected to be up to 8 hours on Fibre Ethernet Tail Circuit options

Note 4 - There are no enhanced SLAs associated with resilient service orders. Each circuit in a resilient order will have SLAs applied as if they are two independent circuits.

7.2. Delivery

7.2.1. In the event that Neos Networks fails to meet the Committed Delivery Date for Services then the Customer may claim compensation as detailed below (except in relation to the supply of Tail Circuits):

Working Days past Committed Delivery Date	Service Credits
1 – 5	5% of one month's rental for the affected Service
6 – 11	10% of one month's rental for the affected Service
12 - 30	25% of one month's rental for the affected Service
>30	50% of one month's rental for the affected Service

7.3. Network Fault

7.3.1. 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
1	12% of one month's rental for each hour or part thereof over the 5-hour mark (8-hours for EoFTTP) capped at 35% of the monthly rental

7.3.2. For Managed DIA both the circuit and the router will be pro-actively monitored. If an alert shows loss of service to the router, Neos Networks will check the Circuit and Tail Circuit prior to notifying the Customer to check power and the router at site. The notification marks the start of the Notification Period.

7.3.3. The Target Time to Repair is calculated from the end of the Notification Period (excludes Neos Networks Access Tails where the Time to Repair SLA is 5 hours in total).

7.4. Availability

7.4.1. Neos Networks shall use its reasonable endeavours to ensure that the Connection is available for use twenty-four (24) hours a day throughout each calendar year. To achieve this Neos Networks shall design the Connection to provide an Availability of 99.95%. The

calculation used is based on the recorded number of Service Affecting Faults per Connection within the Measurement Period.

7.4.2. If the performance level of service on the Network is below 99.95% at the end of the Measurement Period (other than for Scheduled Outages or for a Force Majeure Event or as otherwise set out in the Agreement when Neos Networks shall have no liability), the Customer may claim Service Credits as follows:

Availability at end of Measurement Period	Service Credits
99.94% - 99.85%	5% of Annual Rental Charge of the affected Connection
99.84% - 99.60%	7.5% of Annual Rental Charge of the affected Connection
Less than 99.60%	10% of Annual Rental Charge of the affected Connection

7.5. Capacity Change Request

7.5.1. The Customer may submit a written request for Neos Networks to increase the bandwidth of any particular Connection (the "**Capacity Change Request**").

7.5.2. Neos Networks will acknowledge the Capacity Change Request and confirm whether the capacity is available to execute the Customer's requested bandwidth change. Neos Networks will, subject to the capacity limits and contractual time constraints of any associated Tail Circuits, arrange for the appropriate increase in capacity to the Customer's Connection.

7.5.3. The target response time to vary the bandwidth is 48 hours from the Neos Networks acknowledgement being sent to the Customer. If the Customer has requested an increase in bandwidth and Neos Networks does not meet this target response time, the Customer may request the following compensation from Neos Networks:

Hours past	Service Credits
1	1% of Annual Rental Charge of the affected Connection
2	2% of Annual Rental Charge of the affected Connection
4	3% of Annual Rental Charge of the affected Connection
More than 4 hours	4% of Annual Rental Charge of the affected Connection

7.5.4. The Customer invoice reflecting the change in bandwidth will be incorporated in the next Quarterly invoice to be sent to the Customer following the relevant bandwidth change. The minimum duration of any Capacity Change Request will be one calendar month from the date of the change in bandwidth being affected.

7.5.5. The Customer may not request a decrease of bandwidth below the initial capacity requested by the Customer.

7.6. Replacement or repair of CPE

7.6.1. CPE will be replaced or repaired within five (5) hours.

7.6.2. This service level is calculated from the end of the Notification Period.

7.6.3. This service level excludes remote areas of the UK (Highlands and Islands of Scotland). For these areas, the service level is the next Working Day (for faults that are reported within the previous Working Day), with a caveat on the islands of 'weather permitting'.

8. Fault Management

8.1. Faults may be reported to the NOC by the Customer only 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.

8.2. Neos Networks will, in the Notification Period, take reasonable steps to restore the Service in accordance with the terms of the Agreement.

8.3. On notification of a fault by the Customer to Neos Networks, the Customer shall perform all necessary in-house tests to the Service Demarcation Point as specified by Neos Networks and shall co-operate fully with the NOC in order to locate any fault.

8.4. 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 3 levels. Accordingly, the dedicated telephone number for Duty Officers is the NOC fault report number.

9. Service credits

9.1. 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.

9.2. 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.

9.3. 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).

9.4. If attributable to the same fault, only one type of Service Credits may be claimed by the Customer. Service Credits will be the Customer's sole remedy in respect of any failure of Neos Networks to meet the service level.

10. Excused Outages

10.1. Planned maintenance

10.1.1. 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, and lack of Availability will not be counted in any Measurement Period.

10.1.2. 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 and lack of Availability will not be counted in any Measurement Period.

10.1.3. The Customer shall provide Neos Networks with reasonable written notice of any planned works or maintenance they intend to perform which could impact service.

10.1.4. For Managed DIA a maintenance window is in place bi-weekly on Thursday evening from 22:00-6.00am. On occasion Neos Networks will use this time to apply software updates and patches to the router causing potential disruption to service.

10.2. Customer responsible faults

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

Customer fault shall not be included in Availability measurements. 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 shall prevail.

10.3. Third-Party-attributable faults

10.3.1. 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, but no downtime will be included in Availability measurements. 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.

10.3.2. Neos Networks liability for Target Times to Repair, Availability of the Tail Circuit or Services and Changes in Bandwidth in respect of Tail Circuits or Services will at no time exceed the actual recovered amount from the third-party supplier of such Tail Circuits.

11. Definitions and interpretations

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

"Auto Negotiation' means a signalling mechanism by which two connected devices choose the highest performance transmission mode they both support;

"Availability" means the time for which a Service is available. A Service shall be deemed unavailable if it is completely interrupted for greater than ten consecutive seconds;

"Connection" means an electronic communication circuit(s) to be supplied by Neos Networks for the delivery of Services pursuant to this Agreement. Such Connections shall be supplied as point to point only;

"CoS" means Class of Service and is a way of managing traffic in a network by grouping similar types of traffic together and treating each type as a class with its own level of network service priority;

"**Ethernet Virtual Connections or EVCs"** means an association of two or more User Network Interfaces (UNIs) that limit the exchange of Service Frames to UNIs in the Ethernet Virtual Connection (EVC);

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

"Full Duplex" means where both parties can communicate with each other simultaneously;

"Measurement Period" means periods of twelve (12) calendar months, the first being calculated from the Service Commencement Date;

"Month" means calendar month;

"NNI" means Network-to-Network Interface;

"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 any Connection;

"Point of Interconnect" means where the Customer connects to the Service;

"RIPE Form" means a form that is filled out by the Customer to explain how the allocated IP addresses will be used. This is required as IP addresses are not unlimited and IPv4 addresses are running out. RIPE refers to Réseaux IP Européens (RIPE, https://www.ripe.net/ for "European IP Networks");

"Scheduled Outage" means a loss of the Services for an agreed period, communicated to and agreed by the Customer a minimum of twenty-eight (28) days in advance;

"Service Affecting Fault" means any fault originating on the Network which causes an interruption to the actual use of the Service which is not attributable solely to latency in excess of 10 milliseconds;

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

"Service Demarcation Point" means the service boundary, the dividing line where our service or equipment connects with the Customers. This point determines who is responsible for the installation and maintenance of cabling and hardware,

"Tail Circuit" means the electronic communications network supplied by a third-party Circuit provider to the Customer ("Off-Net");

"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;

"/31 to /25" means in CIDR notation (Classless Inter-Domain Routing) indicating the size of the IP address block for a single network. For example, /31 will provide 2 IP addresses, /30 provides 4 addresses, /29 provides 8, /28 provides 16, /27 provides 32, /26 provides 64, /25 provides 128. Note, for those networks larger than /31, 2 addresses are not usable due to subnet and broadcast addressing at the beginning and end of the network range.