SOFTWARE DEFINED WIDE AREA NETWORK (SD-WAN)

G-Cloud 15: Terms & Conditions

Date: January 2026

Issue number: 1

Company Statement

All information contained in this proposal is subject to contract and, unless expressly stated to the contrary, to Virgin Media Business Limited's standard terms and conditions.

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Registered office: 500 Brook Drive, Reading, RG2 6UU, United Kingdom

Brand Statement

Buyers entering into a Call-Off Contract will be contracting with Virgin Media Business Limited ("The Supplier").

On the 1st August 2025 Virgin Media O2 Business and Daisy Group merged to create a new B2B telecoms powerhouse – O2 Daisy.

O2 Daisy is fully consolidated by Virgin Media O2 with a 70/30 ownership structure with Daisy Group. The corporate brands Virgin Media O2 Business, Virgin Media Business and O2 Business remain.

For contracting purposes, customers of these brands contract with Virgin Media Business Ltd. Depending on the services to be provided, affiliate companies may act as billing and collection agents, such as Telefonica UK.

ANNEX 1

Standard terms and conditions

Version 16

About the way we'll work together

You probably like to know exactly where you stand when you do business with someone. We're the same. That's why we've put together this document to let you know how we'll work with you. These terms and conditions, and the special terms referred to on your order form, apply to the services we provide to you.

We've set all the legal stuff out in black and white, and we've done our very best to be fair and clear. If there's anything you'd like to check through, please phone our Customer Services team using the contact details on **our website**.

1. Definitions and interpreting this document

1.1 These standard terms and conditions apply to the **agreement** between:

1.1.1 you, the customer named on the **order form**; and

1.1.2 us, Virgin Media Business Limited;

for the **service** set out in the **order form**.

1.2 The **agreement** between you and us is made up of:

1.2.1 these standard terms and conditions;

1.2.2 the **special terms**, if any;

1.2.3 the **service level agreement**;

1.2.4 the **price guide**;

1.2.5 the **data sheet**; and

1.2.6 the **order form**.

1.3 The **service** will start on:

1.3.1 the date you use the **service**; or

1.3.2 the date our **acceptance tests** are passed at the **site**;

whichever is earlier.

1.4 Where the following words are printed in bold in the **agreement**, they have the meanings set out below.

acceptance tests means the standard tests we carry out to check that the **service** is ready for use.

actual download speed has the meaning given to it in clause 18.3.

add-on service means an optional add-on service that you choose to take which does not form part of the core services provided to you under the **agreement** and which has no **minimum period** or has a **minimum period** or notice period of 30 days or less.

agreement has the meaning set out in clause 1.2.

ancillary service means an extra service (excluding an **add-on service**) which is linked to the core **services** provided under this **agreement**, which you use, register or sign up for pursuant to this **agreement** and, where relevant, is described as an ancillary service in the applicable terms and conditions.

applicable services has the meaning given to it in clause 18.11.

call charges means our charges for calls made using the **service**. They are based on the length of the call as set out in the **price guide**, or as we otherwise agree in writing.

cancellation charges means the charges that apply if the **service** is

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cancelled or ends, as set out in clause 9.17.

cancellation period has the meaning given to it in clause 18.13.1.

communications network means the communications network which we and our group companies run.

connection charges means our charges for installing and connecting the **service**, as set out in the **order form** or as otherwise agreed in writing.

customer promise date means the date, as given to you in writing, by which we aim to have finished installing the **service equipment**, any **purchased equipment** and the **service**.

customer order form means your own order form which we have accepted. **data controller** has the meaning set out in the GDPR.

data processor has the meaning set out in the GDPR.

data protection directive means Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995.

data protection legislation means any applicable law relating to the processing, privacy and use of **personal data**, as applicable to the **data controller**, the **data processor** or the **service**, including the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any laws or regulations implementing the **data protection directive** or the **e-Privacy directive** and the **GDPR**.

data sheet means the document which describes the **service**.

data subject means any information relating to an identified or identifiable natural person.

domain name means the web address set out on the **order form** or any other web address you and we agree in writing.

e-Privacy directive means the Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002.

fix period has the meaning given to it in clause 18.9.

GDPR means the regulation (EU) 2016/679 of the European Parliament and of the Council of 12 July 2002.

group company means in respect of either you or us (as applicable), any holding company and any subsidiary company, or subsidiary of such holding company, or where such holding company is a co-controlled company any of its holding companies or its subsidiary companies (as defined in Sections 1159 of the Companies Act 2006).

intellectual property rights means any rights and interest in patents, trademarks, service marks, trade and business names, rights in design, copyright, database rights, know-how and any other similar right (whether existing or applied for, or there is a right to apply to be registered) and any similar rights to those rights under any other jurisdiction.

law means any relevant law, regulation, guideline or code of conduct (whether or not they are legally binding) which applies to you or us in any jurisdiction.

materials means any material, in whatever form, including **service literature**, the **data sheet**, processes, reports, manuals, drawings, information and instructions.

minimum period means the period stated on the **order form**, starting on the **service start date**. If no period is set out on the **order form**, the minimum period is 12 months starting on the **service start date**.

minimum guaranteed download speed has the meaning given to it in clause 18.3.

model contract clauses means the standard clauses approved by the European Union for use when **personal data** is transferred outside of the European Economic Area.

order form means our order form.

our website means www.virginmediabusiness.co.uk or any other web address we tell you about from time to time.

outcome notice has the meaning given to it in clause 18.10.

personal data has the meaning set out in the **data protection legislation**.

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price guide means information about charges for the **service**.

processing has the meaning set out in the **data protection legislation** and **process**, **processes** and **processed** shall be construed accordingly.

PSTN means a public switched telephone network being the international telephone system based on copper wires, which carries analogue voice and data.

PSTN based service means any **service** provided using the UK **PSTN**.

PSTN switch off means the phased withdrawal of **PSTN based services** by BT Openreach which is expected to conclude by December 2025.

purchased equipment means any equipment you buy from us in connection with the **service**.

qualifying customer has the meaning given to it in clause 18.1.

qualifying service has the meaning given to it in clause 18.2.

rental means the rental for the **service**, as set out in the **price guide** or as otherwise agreed in writing.

right to exit has the meaning given to it in clause 18.11.

service means the service we provide to you under this **agreement** including but not limited to any **ancillary service**.

service credits means any amount, as set out in the **service level agreement**, we will credit against the charges if we fail to meet the levels of service set out in the **service level agreement**.

service equipment means the equipment (other than any **purchased equipment**) and associated **materials** (including software forming part of the equipment) we provide to allow you to receive or use the **service**.

service level agreement means our service level agreement applying to the **service**.

service literature means any up-to-date specifications, brochure, user guide, instructions or other information that we publish in connection with the **service**.

service start date means the date the **service** starts, as explained in clause 1.3.

site means your site where we provide the **service** to you.

special terms means any extra terms and conditions specific to the **service**.

speed fault has the meaning given to it in clause 18.7.

speed monitoring has the meaning given to it in clause 18.6.

stop sell exchange means any telephone exchange declared by BT Openreach to be a stop sell exchange as part of the **PSTN switch off**.

survey means any survey or other investigations we believe we need to carry out at the **site**.

working day means 9am to 5.30pm Monday to Friday, except bank holidays and public holidays in the relevant part of the United Kingdom.

your apparatus means any apparatus (other than **service equipment**) used to receive or use the **service**, including **purchased equipment**, cabling, wiring and personal computers and any software incorporated in them.

1.5 In the **agreement**, any reference to:

1.5.1 'person' includes any person, partnership, firm, company, business, government, organisation, government agency, trust, association;

1.5.2 'you' includes your employees and agents, any person who takes over your business, and any person who we reasonably believe is acting for you; and

1.5.3 'we' includes our employees and agents, any person acting for us, and any person who takes over our business.

1.6 In the **agreement**, general words introduced or followed by 'other', 'including' or 'in particular' do not have a restrictive meaning because examples are also used.

1.7 The headings of clauses are for convenience only and do not affect the meaning of the clauses.

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1.8 Where these terms and conditions say that you must not do something, you must not allow any other person to do it either. You must do everything reasonably possible to prevent any other person doing it.

1.9 If there are any inconsistencies between the documents making up the **agreement**, unless we state otherwise, the documents will take priority in the following order.

1.9.1 The **special terms**

1.9.2 These standard terms and conditions

1.9.3 The **service level agreement**

1.9.4 The **order form**

1.9.5 The **price guide**

1.9.6 The **data sheet**

2. Ordering the service

2.1 To order the **service** you must fill in our standard **order form**. However, we may accept an order placed using a **customer order form**.

2.2 If we agree to provide the **service** without receiving an acceptable **order form** or **customer order form** from you, we will provide the **service** in line with these standard terms and conditions.

2.3 If we accept a **customer order form**, the **agreement** between you and us will incorporate any information contained in that **customer order form** which would also have been in our standard order form. No terms and conditions set out on the **customer order form** will be incorporated into the **agreement**.

3. Period of the agreement

3.1 The **agreement** will come into force when:

3.1.1 you and we have both signed the **order form**, or we have accepted your **customer order form**;

3.1.2 we have sent you an email accepting an **order form** you have signed and sent to us

3.1.3 you start using the **service**; or

3.1.4 we make the **service** available to you;

whichever is earlier.

3.2 Unless you or we end the **agreement** early (in the way allowed under the **agreement**), it will stay in force for the **minimum period** (see clause 3.3 below) and then continue until you or we end it by giving the other at least 90 days' notice in writing. If you or we do not want the **agreement** to continue beyond the **minimum period**, written notice must be given at least 90 days before the end of the **minimum period**.

3.3 The **minimum period** is:

3.3.1 the period stated on **the order form** starting on the **service start date**; or

3.3.2 if no period is set out on the **order form**, 12 months starting on the **service start date**.

If the **service** involves installing equipment at more than one site, the **minimum period** will start on the **service start date** of the last **site** equipment is installed at, unless the **special terms** say otherwise.

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4. Installing the service equipment and purchased equipment, and responsibility for it

4.1 We will only provide the **service** if:

4.1.1 our **survey** of the **site** is satisfactory;

4.1.2 we have the access we need to the **site** (see clause 8);

4.1.3 we are happy with the credit check we carry out (see clause 9.10); and

4.1.4 we are satisfied with the identity checks we carry out (see clause 26.5).

4.2 If we ever reasonably believe that you are not meeting the requirements of clause 4.1, we may end the **agreement** (or any part of it) immediately by giving you written notice. We will not be liable for any consequences of doing this.

4.3 We will estimate our costs for installing and connecting the **service**, and those estimated costs will be covered by our charges set out in the **order form**. When the agreement has come into force we may also carry out a **survey** of the **site** where we provide the **service**. If:

4.3.1 when we carry out a **survey** of the **site** our **survey** indicates that there will be extra costs (above our estimated costs) for us to provide the **service**;

4.3.2 when we are installing and connecting the **service**, we discover something which was not highlighted by the **survey**, and this results in there being extra costs (above our estimated costs as confirmed or as changed as a result of any extra costs arising from our **survey**); or

4.3.3 when we are installing and connecting the **service**, you or the landlord of your **site** asks us to (and we agree to) make a change to the **service**, and this results in there being any extra costs;

we will tell you.

In these circumstances we can, after giving you written notice, increase our charges by the amount of the extra costs. You will have the right to cancel the **agreement** by giving us written notice within seven days of receiving our written notice. For the avoidance of doubt, no right to cancel under clause 21.2 shall arise in relation to any change to the charges under this clause 4.3. If you exercise this right to cancel, we may charge you a **cancellation charge** (see clause 9.17). If you do not exercise this right to cancel you must pay the increased charges.

4.4 We will use our reasonable efforts to install and connect the **service equipment**, and any **purchased equipment**, so that the **service** is available by the **customer promise date**. We may change the **customer promise date** as set out in clause 4.5. If the **service** is not available by the **customer promise date**, you may be entitled to claim **service credits** as set out in clause 10.

Any lead times specified in the **order form** (other than any **customer promise date**), **data sheet** or **service literature** are estimates only and are not binding on us.

4.5 We may change the **customer promise date** by the length of any delay resulting from:

4.5.1 your intentional actions, neglect or failure to meet your obligations under the **agreement**; or

4.5.2 circumstances beyond our reasonable control (including those listed in clause 20);

or if we both agree in writing to change the **customer promise date**. Any change under this clause 4.5 will not give rise to a right for you to terminate under clause 21.2.

4.6 You must provide (at your own expense) appropriate space, power, ducting and environment for us to install and maintain the **service equipment** and **purchased equipment** at the **site**. You must make

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sure that you make any necessary preparations before the **service equipment** and **purchased equipment** is connected, and you must follow any instructions we give you on making those preparations.

4.7 If you do not keep an agreed appointment for us to enter the **site** in connection with carrying out a **survey**, we may charge you a call-out fee.

4.8 If, on any agreed date, you fail to:

4.8.1 take delivery of, or allow us to install, the **service equipment** or **purchased equipment**; or

4.8.2 allow us to carry out work;

we may arrange storage for the **service equipment** or **purchased equipment** at your risk (meaning that we will not be liable for any loss or damage arising while the equipment is in storage). You will have to pay the reasonable costs of the storage.

We may also charge you a call-out fee and any reasonable costs arising as a result of your failure.

4.9 Unless we agree otherwise with you in writing, there must be a secure electricity supply available at the **site**, at the points and with the connections we specify, for installing, using and maintaining the **service equipment** and **purchased equipment**. If you would need the **service** to continue uninterrupted in a power failure, you must provide back-up power which meets the requirements of the relevant British standards. We will not be liable for faults arising in the **service**, **service equipment** or **purchased equipment** as a result of a power failure.

4.10 We will use our reasonable efforts to put the **service equipment** and **purchased equipment** where you want it, but our decision on where to put them will be final and binding.

4.11 The **service equipment** will remain our property at all times. You agree to make our ownership of the **service equipment** clear to all third parties. We will own the **purchased equipment** until you have paid us the full purchase price.

4.12 You will be responsible for all loss of or damage to the **service equipment** and **purchased equipment** at the **site** when they have been delivered. You must insure the **service equipment** against all relevant risks.

4.13 We may alter or replace the **service equipment** from time to time as long as the altered or replacement equipment does not have a significant negative effect on the **service**.

4.14 You are responsible for always making sure that the **service equipment** is kept safe and used properly at the **site**. Unless the loss or damage results just from our negligence, actions or failings, we will not have any liability for loss of or damage to the **service equipment** (including lightning or electrical damage) and you must indemnify (fully compensate) us for any such loss or damage. Things you must and must not do under this clause include, but are not limited to, the following.

4.14.1 You must not do the following.

(a) Sell, let, transfer, dispose of, repair, service, tamper with, remove or interfere with the **service equipment**, use it as security for borrowing, or do anything else which would affect our rights over the **service equipment**.

(b) Add to, alter or in any way interfere with the **service equipment**, including connecting it to any equipment or device designed to divert electronic communications services to a different provider.

(c) Allow the **service equipment** to be repaired, serviced or otherwise attended to by any person other than our authorised representative.

(d) Anything which is likely to damage the **service equipment** or reduce its performance or operation.

(e) Remove, tamper with, change or mask any

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words or labels on the **service equipment** or any part of it.

4.14.2 You must do the following.

(a) Keep the **service equipment** at the **site** and not move it at any time.

(b) Protect, keep and use the **service equipment**:

(i) in line with any written instructions we may give you from time to time; or

(ii) if we do not give you such instructions, to the same standard as a reasonable owner of **service equipment** would keep it.

(c) In an emergency, take whatever steps as are reasonably necessary to protect the **service equipment**, and tell us about the emergency as soon as possible.

(d) Allow us to inspect, test and maintain the **service equipment** at all reasonable times and after giving you reasonable notice.

(e) Prevent any circumstance or thing which is likely to damage the **service equipment** or reduce its performance or operation.

4.15 You must immediately tell us of any loss of or damage to the **service equipment**. We will not have any liability for loss or damage arising as a result of you not keeping to clause 4.14.

4.16 Clauses 4.14 and 4.15 will also apply to the **purchased equipment** if breaking the clause in connection with **purchased equipment** would or could affect our ability to provide the **service** under the **agreement**.

5. Accepting the service

5.1 After installing the **service equipment** and any **purchased equipment** we will carry out **acceptance tests** to make sure that the **service** is ready for use at the **site**. If the **service** is not ready for use, we will carry out any necessary work and repeat the **acceptance tests**.

5.2 You can ask for all **acceptance tests** to be carried out in the presence of your representative, as long as they are available at reasonable times, as specified by us. When the **acceptance tests** have been passed, we may ask you to sign a form confirming this. If your representative then does not sign the form within five **working days** of being asked to do so, the **service equipment** and **purchased equipment** will be considered to have been installed successfully from the date of the **acceptance tests**.

6. Your apparatus

6.1 If we agree to use any cabling or wiring already installed at the **site**, you must have full rights for the cabling or wiring to be used for the purpose of us providing the **service**, and you guarantee that it meets all relevant standards and any specifications we tell you.

6.2 We will not be liable for any loss or damage arising directly or indirectly from any use of **your apparatus** in connection with the **service**. You are entirely responsible for the security of **your apparatus**.

6.3 You are entirely responsible for:

6.3.1 the security of your information technology systems and network; and

6.3.2 the accuracy, reliability and stability of stored information.

Before we install the **service equipment** and **purchased equipment** you must take all necessary steps to back up your information and data, and make sure it is secure. You must follow all our reasonable instructions on preparing **your apparatus** and the **site**. We will not be liable for any loss or damage arising from you failing to follow our instructions.

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6.4 You are responsible for making sure that **your apparatus** is appropriately programmed, equipped, compatible and connected for use with the **service equipment**, in line with our reasonable instructions (if any) and any other instructions or procedures that apply to using **your apparatus** or the **service**. Unless we agree to help you (see clause 6.8), you are responsible for connecting **your apparatus** to our **communications network**.

6.5 Unless we agree otherwise in writing, we are not responsible for repairing and maintaining **your apparatus**.

6.6 You must make sure that **your apparatus** is in good working order and meets all standards, approvals and **laws** that apply. We may disconnect, or instruct you to disconnect, any of **your apparatus** if, in our reasonable opinion it:

6.6.1 does not meet any standard, approval or **law** that applies at the time;

6.6.2 may cause injury to any person or significant damage to property; or

6.6.3 may reduce the quality of any service we provide.

6.7 We will have no liability resulting from you not being able to use the **service** if this is due to:

6.7.1 **your apparatus** not being compatible with the **service equipment**, the **service**, our **communications network** or any third party's communications network; or

6.7.2 **your apparatus** failing or breaking down.

6.8 If we agree to help you to prepare **your apparatus** or its connection to our **communications network**, you must pay our charges for our help, as set out in the **price guide** or agreed with you.

7. Phone numbers

7.1 Any phone numbers we allocate to you do not belong to you. You do not have any rights in the phone numbers. You must not try to register any of our phone numbers as a trademark, service mark or web address, whether on its own or with/ some other words or trading style.

7.2 You are not entitled to sell or transfer any phone number allocated to you, except where allowed by **law**.

7.3 If necessary for operational or technical reasons, or in order to meet the requirements of any relevant authority, we can change or withdraw any phone number or code, or group of phone numbers or codes, allocated to you. We will not be liable for any costs, inconvenience or losses (including marketing and stationery costs) you suffer as a result of any such change or withdrawal. We will use our reasonable efforts to give you 30 days' notice of the change or withdrawal or, where this is not feasible due to regulatory or legal requirements, as much notice as is reasonably possible. You will not have a right to terminate the **agreement** under clause 21.3 where we make a change in accordance with this clause 7.3 other than in the event that we determine that the change is to your material detriment.

7.4 If we allocate you a number which falls within a range of numbers which Ofcom (or any other relevant authority) classifies as being for a particular type of service, you must make sure that any service you provide on that number is in line with its classification. In particular but without limitation, you must ensure at all times that your use of any number allocated to you is in accordance with Ofcom's "National Telephone Numbering Plan" and the "Non provider Numbering Condition" (in each case as updated or varied from time to time). We may suspend or terminate any number allocated to you if you are utilising such number in breach of this clause 7.4.

7.5 Where we provide you with phone lines and numbers, each number is associated with a particular **site**. Such phone numbers have a 'calling line identity' (**CLI**) identifying that **site**. The CLI is given to the emergency services so they can find the location of anyone who calls 999 or 112 emergency services from the line. If you move the phone number to another site, the CLI the emergency services get when anyone calls 999 or 112 from that number will be that of the original site and so the emergency services will not know the caller's correct

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location and may go to the wrong location. If you move the phone number, you must provide a phone facility with a CLI for the site the number has been moved to. We will not be responsible for any loss, damage or injury caused as a result of the phone number being moved from the original **site**.

8. Access to the site

8.1 In order to meet our obligations under the **agreement**, after giving you reasonable notice (except in an emergency, when we do not have to give notice), you must let us do the following.

8.1.1 Enter those parts of the **site**, your other premises or your land (as necessary) in connection with providing the **service**.

8.1.2 Carry out work in connection with installing, maintaining, adjusting, repairing, moving, replacing, renewing or removing the **service equipment** at or on the **site**, premises or land.

8.1.3 Install the **service equipment** and any other equipment that is reasonably necessary for the **service** or the work set out in clause 8.1.2.

8.2 You must, at your own expense, get or provide any permission or wayleave (written authority) we may need to exercise our rights under clause 8.1 or to enable us to provide the **service**. We will have no liability to you if you cannot get the necessary permission or wayleaves.

8.3 You must make sure that your employees and authorised representatives follow all our or a third party's reasonable instructions in connection with any permission and wayleaves given in line with this clause 8. We will have the same responsibility to make sure that our employees and authorised representatives follow all your or a third party's reasonable instructions in connection with any permission and wayleaves given in line with this clause 8.

8.4 Any person who allows us to enter the **site** or other premises or land, as referred to in clause 8.1, will be considered to have your authority to grant us entry.

8.5 You must not use the **site**, other premises or land in any way that would make it significantly more difficult or expensive for us to exercise any of the rights we have under clause 8.1.

8.6 When exercising any of our rights under clause 8.1 we will cause as little damage as reasonably possible and will make good any damage that we cause at the **site**.

8.7 You must provide a safe and suitable working environment for us at the **site**, other premises or land referred to in clause 8.1.

8.8 This clause 8 will apply for as long as necessary for us to exercise our rights to disconnect any **service equipment** and remove it from the **site**, other premises or land, even if the **agreement** has ended.

8.9 If the terms of any site-access agreement you have entered into with us or any of our **group companies** is inconsistent with clause 8.1, the terms of the site-access agreement will take priority.

9. Paying for the service

9.1 Charges for the **service** are as set out in the **price guide** or as otherwise agreed in writing (including in the **order form**). All payments you owe us under the agreement must be paid in full without you deducting or withholding any amount or setting any restriction or condition.

9.2 You must pay our charges by the method of payment set out in the relevant invoice or **order form**. If you make a payment by a different method, we may refuse to accept it or charge an extra administration fee. If we ask you to pay by direct debit and you pay by another method, we will charge you a fee as set out in the **order form** or the **price guide**.

9.3 As well as our right to increase charges or make new ones under clauses 4.3 and 11.5 we may also increase our charges or make new ones as set out below.

9.3.1 We can make one-off charges at any time after giving you 30 days' notice in writing.

9.3.2 We can increase the **rental**, and increase or introduce

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other recurring charges, on or after the end of the **minimum period** by giving you 30 days' written notice. However, if an increase is due to an increase in the charges we have to pay to a third-party communications operator, we can increase the charges where necessary during the **minimum period** after giving you 30 days' notice in writing.

9.3.3 We can increase **call charges** by giving you 30 days' notice in writing or publishing the revised **call charges** on **our website** at least 30 days in advance.; or

9.4 If we give you notice of increased or new charges as set out in clause 9.3 (but not for an increase under clause 4.3 or 11.5 or when we change our **price guide**), you can end the **agreement** in accordance with clause 21.2.

9.5 We may reduce charges at any time without giving you notice, and this would not give you the right to end the **agreement**.

9.6 Unless the relevant **special terms** or the **order form** states otherwise, or we have agreed otherwise in writing, we (or one of our **group companies**, acting on our behalf) will invoice charges on or after the dates set out below.

9.6.1 **Connection charges** or other one-off charges – the **service start date** for the relevant **site**

9.6.2 **Rental** or other recurring charges – the **service start date** and then monthly in advance (for the month ahead)

9.6.3 **Call charges** – monthly in arrears (for the previous month) from the **service start date**

9.7 Unless we have agreed otherwise in writing, you must pay us (or any of our **group companies** appointed by us) all charges within 30 days of the date of the relevant invoice.

9.8 Regardless of any other term or condition in the **agreement**, we may delay sending invoices, or bring forward the date we send invoices, to coincide with our billing cycles. The first and last invoice relating to the **service** may include charges due for more or less than one complete billing cycle depending on when the **service** starts or ends.

9.9 If you pay the charges by direct debit we may alter your direct debit instruction to reflect the charges for the **service** at that time. When the **agreement** ends, you will be responsible for cancelling any direct debit instruction or other payment arrangement. If you cancel any direct debit instructions in any circumstance other than when the **agreement** ends, you must tell us immediately. We may then suspend the **service** or end the **agreement** without giving notice.

9.10 We can carry out credit checks on you. We accept no liability for the accuracy of information we receive from credit-reference agencies. If, at any time before or during the term of the **agreement**, you do not meet the standard of creditworthiness we consider to be acceptable, we can:

9.10.1 immediately end all or part of the **agreement** by giving you written notice;

9.10.2 require you to pay regular instalments towards future charges;

9.10.3 set limits on the charges you can owe us, and suspend the **service** from the time you reach the limits until you have paid the charges due; and

9.10.4 apply any other restrictions on your right to use the service, as we consider appropriate.

9.11 We can charge a deposit as security for amounts that will become due to us under the **agreement**. We may use the deposit to cover any overdue charges at any time. Any deposit will not earn interest. We will refund the deposit (or remaining part of it if we use it to pay overdue charges) when the **agreement** ends, as long as the **service equipment** (if any) is returned to us in good condition (except for fair wear and tear) and you have paid all amounts you owe us.

9.12 If you do not make a payment when it is due, we may, without affecting our other rights, charge you:

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9.12.1 a late-payment administration fee; and

9.12.2 interest on the overdue amount, at 4% above Barclays Bank plc's base rate for lending, from the date the payment became due until the date it is paid in full, even if the **agreement** ends before then.

9.13 You must pay us all our costs and expenses (including legal costs) of collecting any overdue amounts. Our costs and expenses will continue to build up until you have paid us all amounts you owe us, even if the **agreement** ends before then.

9.14 All charges set out in the **agreement** do not include VAT or any other tax that applies. You must pay any such taxes we include in our invoice.

9.15 If at any time you do not meet any usage or take-up levels you have indicated to us (before the **agreement** started or during its term), we may, without affecting any other rights under the **agreement**, apply revised charges. Clauses 9.4, 21.1 or 21.3 will not apply to the revised charges.

9.16 If you ask us to delay the **service start date** or **customer promise date** for a **site**, or they are delayed because you have failed to meet your obligations under the **agreement**, you must pay any **connection charges** and **rental** that has been delayed as a direct result by the **customer promise date**, unless we have agreed otherwise with you in writing.

9.17 If you have to pay **cancellation charges** under clauses 4.3, 17.4, 17.6, 21 and 22.2, they will be equal to the following.

9.17.1 For ending or cancelling the **service** after the relevant **service start date**:

(a) all overdue charges for the **service** at the date the service is ended or cancelled; plus

(b) an amount equal to the **rental** for the **service** for the rest of the **minimum period**, less any **rental** you have already paid for that period; plus

(c) our reasonable costs of removing, storing and decommissioning **service equipment** or any other equipment (unless we agree otherwise); plus

(d) any other cancellation or termination charges referred to in the **special terms** for the **service**, the **price guide** or as otherwise agreed by you and us in writing.

9.17.2 For ending or cancelling the **service** before the relevant **service start date**:

(a) the amount referred to in the **price guide** (or as otherwise agreed by you and us in writing), which varies depending on when the service is ended or cancelled; plus

(b) any amount we have to pay to a third party in connection with the **service**; and

(c) any other cancellation or termination charges referred to in the **special terms** for the **service**, the **price guide** or as otherwise agreed by you and us in writing.

9.18 **Call charges** will be based on your use of the **service**, as recorded by us (not your own records).

9.19 When we change the **service**, after you have asked us to, we aim to reflect the effect of the change in the next invoice we send you. If this is not possible, we will try to make sure the effect will be shown no later than the third invoice after the change. If you have any questions about your invoice, or think that it is wrong, we will try to correct any mistakes we find no later than the third invoice after you contact us.

9.20 If you ask us to carry out any work at a time which is not entirely during a **working day**, you must pay our charges for the work, calculated at our standard hourly rate at the time, as set out in the

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price guide or otherwise communicated to you.

9.21 If you ask us to carry out billing administration work (including changing how and when we invoice you and providing extra invoice details, reports or copies of bills) and we agree to your request, you must pay our charges for the work, as set out in the **price guide** or specified by us.

9.22 If, as part of the **service**, we provide you with an electronic invoice, we may charge you for providing a paper invoice, as set out in the **order form** or in the **price guide**.

10. Service levels

10.1 When providing the **service**, we will use the reasonable skill and care expected of a competent electronic communications service provider. However, it is practically impossible to provide the **service** entirely free of faults, and we do not guarantee to do so.

10.2 We will meet our obligations set out in the **service level agreement**. If we fail to meet those obligations we will be liable to you as set out in the **service level agreement** but not otherwise. If we fail to meet any service levels set out in the **service level agreement**, you may be entitled to claim **service credits**. These would be calculated in the way set out in the **service level agreement**. **Service credits**, if any, are your only financial remedy if we fail to meet service levels.

10.3 **Service credits** will not be available to you if our failure to meet any service levels is a result of:

10.3.1 us suspending or ending the **agreement** under clause 11.4, 16 or 17;

10.3.2 any circumstances beyond our control, as described in clause 20; or

10.3.3 anything you have done, or have failed to do properly.

11. Using the service

11.1 You must not re-sell the **service** or **service equipment** or any part of them without our permission in writing.

11.2 You must only use the **service** and **service equipment** in line with:

11.2.1 any conditions and instructions we give you in writing from time to time; and

11.2.2 any relevant **laws**.

11.3 You must not use the **service**:

11.3.1 to send or receive any communications if doing so would be an offence under section 127(a) of the Communications Act 2003;

11.3.2 in any way that goes against our acceptable use policy as specified in the **special terms**;

11.3.3 to infringe (break, limit or undermine) the legal rights of any person (including copyright and rights of privacy or confidentiality); or

11.3.4 in any way that breaks the **law**.

11.4 If you break clauses 11.1, 11.2 or 11.3, we may immediately suspend the **service** or end the **agreement** once we have told you that we will do this. You must indemnify us against any liabilities, claims, damages, losses and proceedings arising out of or in connection with any use of the **service** that breaks the **law** or this clause 11.

11.5 You must not change the settings of the **service equipment** or use the **service** in excess of any capacity or other restriction under the **agreement** or otherwise agreed in writing. If you break this clause 11.5, we may, without affecting our other rights, increase the charges as we reasonably think fit. Clause 9.4 will not apply to such an increase in charges.

11.6 We may give you a password (which may be a code, PIN number, user ID, account number, smart card or other security device), to allow you to use the **service**. You must keep the password safe and confidential, and tell us immediately if anyone else finds it out. You must not copy or try to copy any smart card or other security device. We can change the password without giving you notice. If we think you have broken this clause 11.6, we can cancel the password or end the **agreement** (or both).

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11.7 We may (but do not have to) agree to any request you make to alter a password. You may need to pay a charge for this.

11.8 If you need to open an account with us in connection with the **service**, you must complete the registration process by giving us complete and accurate information we ask for at any time.

11.9 You are responsible for the use of the **service** (whether by you or by any other person, even without your permission), including all charges that arise and any use that breaks the **agreement**.

12. Intellectual property rights

12.1 If, as a result of any service we provide to you, we or any of our employees or agents create any **materials**, we will own all legal and beneficial rights to them. This includes **intellectual property rights**. If we provide **materials** to help you use the **service**, we will grant you a non-exclusive licence to use the **materials** for that purpose only. You cannot transfer the licence.

12.2 **Intellectual property rights** in all software (in whatever form) we provide you with in connection with the **service** or **service equipment** will remain our property, or the property of the person who has granted us a licence for that software (our licensor). We will grant you a non-exclusive licence to use the software for the purpose of using the **service** or **service equipment** and for no other purpose. You cannot transfer the licence.

You agree to keep to our licensor's terms and conditions relating to your use of the software.

12.3 You must:

12.3.1 treat the **materials** described in clause 12.1 and software referred to in clause 12.2 as confidential information, as defined in clause 24;

12.3.2 keep to clause 24 in connection with any **materials** and software; and

12.3.3 when the **agreement** ends, for whatever reason, immediately return all copies of the **materials** and software to us and delete any copies from any computer, word processor or other storage device you have control over.

12.4 You must not:

12.4.1 reproduce the software, except for archiving or back-up purposes (and in those circumstances you must make sure that each copy contains all of the original software's proprietary notices);

12.4.2 adapt, modify, translate, reverse engineer, decompile, alter or otherwise tamper or interfere with the software (except where the **law** allows this); or

12.4.3 create work derived from or based on any of the software or any document accompanying it.

12.5 Except where clause 12.7 applies, we will indemnify you against any damages (including costs) awarded against you or agreed to be paid to a third party in connection with any claim or action against you as a result of the **service** infringing the **intellectual property rights** of a third party (an intellectual property rights claim against you), as long as you do the following.

12.5.1 Give us notice of any such claim or action as soon as possible after you become aware of it (and in any event no later than seven days after becoming aware of it).

12.5.2 Give us, and only us, authority to defend the claim or action, and at no time admit liability or otherwise try to settle the claim or action (unless we have given you written instructions to do so).

12.5.3 Follow our reasonable instructions and give us any help we may reasonably need with the defence, including completing and filing court papers and providing relevant documents.

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12.6 We will refund reasonable costs you have to pay in order to keep to clause 12.5.

12.7 We will have no liability to you in connection with an intellectual property rights claim against you if it has resulted from:

12.7.1 your negligence or misconduct;

12.7.2 you failing to meet any of your obligations under the **agreement**;

12.7.3 you combining, operating or using the **service** or the **service equipment** with services, content, designs, specifications, software, devices or equipment we have not supplied or authorised;

12.7.4 you using the **service** or the **service equipment** for a purpose other than that which the **service** or the **service equipment** were provided for;

12.7.5 any alteration or adjustment to the **service** or the **service equipment** if the alteration or adjustment was not made or authorised by us; or

12.7.6 you breaking the **law**.

12.8 If there is an intellectual property rights claim against you, we will be entitled, at our own expense, to:

12.8.1 gain the right for you to continue using the **service**; or

12.8.2 alter or adjust the **service** so it no longer infringes the third party's **intellectual property rights**, as long as the alteration or adjustment does not significantly reduce the effectiveness or performance of the **service**; or

12.8.3 replace the **service** or particular services with substitutes that do not infringe the third party's **intellectual property rights**, as long as the substitutes do not significantly reduce the effectiveness or performance of the **service**.

12.9 If we reasonably believe that we cannot exercise any of the options set out in clause 12.8, we will be entitled to end the **agreement** by giving you 30 days' notice in writing.

12.10 You must indemnify us against any damages (including costs) awarded against us or which we agree to pay in connection with any claim or action against us as a result of the **service** infringing the **intellectual property rights** of a third party (an intellectual property rights claim against us) if that claim or action arose from:

12.10.1 work we carried out in line with instructions or specifications you gave us; or

12.10.2 you connecting or using your own apparatus (except **purchased equipment**) with the **service**.

12.11 We will contact you within seven days of us becoming aware of an intellectual property rights claim against us which you are liable for under clause 12.10, and we will:

12.11.1 not admit anything relating to the intellectual property rights claim against us;

12.11.2 allow you to conduct or settle all negotiations and proceedings, as long as you provide us with reasonable security for all associated costs and damages; and

12.11.3 give you all reasonable help in handling the intellectual property rights claim against us.

12.12 You must refund reasonable costs we have to pay in order to keep to clause 12.11.

12.13 The **service** may involve software, services, technical information, training materials or other technical data which the United States of America Export Control Regulations, or the **laws** or regulations of another country, apply to. You must not download or export the software, or any underlying information or technology except in keeping with all United States **laws** and other **laws** that apply.

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13. Preventing bribery

13.1 You and we must not pay, offer, promise to pay or authorise the payment of any money or other advantage which breaks anti-corruption **laws**, including the UK Bribery Act 2010, the US Foreign Corrupt Practices Act 1977 and any **laws** intended to bring into force the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions. Also, you and we must not take any action that would cause either of us to break anti-corruption **laws**.

14. Maintenance

14.1 We are responsible for repairing and maintaining our **communications network**, the **service equipment** and the **service**, and will provide a facility for your authorised staff to report faults. When you report a fault we will use our reasonable efforts to restore the **service**.

14.2 We can charge, and you must pay, a service fee (at our charging rates at that time) if any repair or maintenance work is needed because of:

14.2.1 you misusing, neglecting or damaging the **service equipment**, **purchased equipment** or the **service**;

14.2.2 a power failure;

14.2.3 you accidentally or intentionally disconnecting the **service equipment**, **purchased equipment** or the **service**;

14.2.4 you failing to keep to any part of the **agreement**; or

14.2.5 a fault in, or other problem associated with, your own equipment or any electronic communications system not run by us.

14.3 If you do not allow us to attend the **site** on any agreed date to repair or maintain the **service equipment** or the **service**, we may charge you a call-out fee.

15. Limits of liability

15.1 Nothing in the **agreement** will limit or exclude your or our liability for:

15.1.1 fraud or fraudulent misrepresentation;

15.1.2 death or personal injury resulting from your or our own negligence (as defined in section 1 of the Unfair Contract Terms Act 1977);

15.1.3 not meeting the requirements of section 12 of the Sale of Goods Act 1979; or

15.1.4 matters which cannot, by **law**, be restricted or excluded.

15.2 Except where the **agreement** states otherwise, all warranties, guarantees, assurances, conditions, undertakings and terms (whether expressed or implied) relating to the **service**, **service equipment** or **purchased equipment** (including any software used in them), are excluded to the fullest extent allowed by **law**. Where we are allowed to do so, we will pass on to you any manufacturer's warranty for the **purchased equipment**.

15.3 Except as set out in clauses 15.4 and 15.515.6, we accept liability for direct physical damage to your property and the **site** only if the damage arises solely and directly from our negligence or the negligence of our employees, agents or contractors acting in the course of their employment.

15.4 Except in connection with indemnifying us for any amounts under clauses 4.14, 11.4 or 12.10, and except where clause 15.1 applies, during any agreement year (the 12-month period starting on the date of the **agreement** and each anniversary of it) your or our total liability to the other (except for your liability to pay our charges), whatever the type of claim (including in respect of contract, negligence or otherwise), for that agreement year will be limited to:

15.4.1 125% of the total charges you have paid us during that agreement year; or

15.4.2 £100,000;

whichever is more.

15.5 Despite the above, you and we will not have any liability (except under clause 15.1 and except for your liability to pay our charges) arising out of or in

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connection with the **agreement**, for the following.

15.5.1 Any direct or indirect loss of or damage to:

(a) business, production, working time, data or expected savings; or

(b) goodwill, opportunity or contracts; or

(c) revenue; or

(d) profits;

whether or not that loss or damage could have been anticipated.

15.5.2 Any direct or indirect loss or damage arising from:

(a) data being destroyed or corrupted; or

(b) business interruption; or

(c) increased staff time; or

(d) wasted expense; or

(e) liability to third parties;

whether or not that loss or damage could have been anticipated.

15.5.3 Any indirect, special or consequential loss or damage, whether or not that loss or damage could have been anticipated.

15.6 If a number of claims give rise to what is essentially the same loss, they will be considered together as only one claim under the **agreement**.

15.7 Unless the relevant **special terms** state otherwise, clauses 15.1 to 15.7 set out your and our entire liability to the other in connection with the **agreement**.

15.8 You agree that the limits of our liability under the **agreement** are reasonable.

15.9 This clause 15 will stay in force after the **agreement** ends for any reason.

16. Suspending the service

16.1 We can suspend all or part of the **service**:

16.1.1 if you fail to make any payment to us when it becomes due;

16.1.2 if we have good reason to suspect that you may have committed, or may be committing, any fraud against us;

16.1.3 if you have broken the **agreement**; or

16.1.4 in any circumstance where we are entitled to end the **agreement**.

16.2 In an emergency, we can suspend all or part of the **service** in order to provide or protect a service to a hospital or other emergency organisation or essential service.

16.3 We can temporarily suspend all or part of the **service** in order to:

16.3.1 change the technical specification of the **service**;

16.3.2 carry out repairs, maintenance work or improvements; or

16.3.3 prevent injury to people or damage to property.

16.4 We can suspend all or part of the **service**, or take any other action we reasonably believe is necessary, to keep to any instructions issued by the Government, a regulatory authority, an emergency service or other relevant authority.

16.5 Except in an emergency or where we suspect you have committed or may be committing fraud against us, if we are going to suspend all or part of the **service** we will give you as much notice as is reasonably possible. You will have no claim against us for suspending all or part of the **service** under clauses 16.1 to 16.4. If we exercise our right to suspend all or part of the **service**, this will not affect our right to end the **agreement**.

16.6 If we suspend all or part of the **service** because you have failed to make any payment due to us, you will continue to be liable for (and must continue to pay) our charges during the period of the suspension. You must also refund our reasonable costs and expenses involved in suspending the **service** and all

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overdue amounts you owe us under the **agreement**.

If we agree to start providing the **service** again, you must pay our reasonable charges of doing so, and any reasonable deposit we ask for.

17. Ending the agreement

17.1 Without affecting any other rights we have to end the **agreement** (whether set out in other parts of this **agreement** or otherwise), we may end the **agreement** immediately, by giving you written notice, if any of the following has happened.

17.1.1 You have failed to meet a material obligation (a significant requirement) of the **agreement** and the matter cannot be put right.

17.1.2 You have failed to meet a material obligation of the **agreement** and the matter could have been put right but you failed to do so within 30 days of us instructing you to.

17.1.3 You have:

(a) had a liquidator, administrative receiver, administrator, receiver, bankruptcy trustee or similar officer appointed over all or some of your assets or business (other than for the purposes of a genuine amalgamation, reorganisation or reconstruction);

(b) entered into an arrangement with your creditors; or

(c) become unable to pay your debts, as described in section 123 of the Insolvency Act 1986.

17.1.4 Any licence, permission or other approval you or we need to connect to our **communications network** or provide the **service** has ended, been withdrawn, been restricted or has stopped being valid, and has not been immediately replaced by a new licence, permission or approval giving you or us the necessary rights.

17.1.5 The details you gave us to enable us to provide the **service** were significantly wrong or incomplete.

17.1.6 You have broken or may be breaking, or we reasonably believe that you have broken or may be breaking, any **law** in connection with the **service**.

17.1.7 You have committed or may be committing, or we reasonably believe that you have committed or may be committing, any fraud against us.

17.1.8 All or part of any contract between us and another provider of telecommunications services ends and this affects the provision of the **service**.

17.2 You may end the **agreement** immediately, by giving us written notice, if any of the following have happened.

17.2.1 We have failed to meet a material obligation of the **agreement** and the matter cannot be put right.

17.2.2 We have failed to meet a material obligation of the **agreement** and the matter could have been put right but we failed to do so within 30 days of you instructing us to.

17.2.3 We have:

(a) had a liquidator, administrative receiver, administrator or receiver appointed over all or some of our assets or business (other than for the purposes of a genuine amalgamation, reorganisation or reconstruction);

(b) entered into an arrangement with our creditors; or

(c) become unable to pay our debts, as described

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in section 123 of the Insolvency Act 1986.

17.3 If you end the **agreement** under clause 17.2 you must send written notice of this to us at the address set out in clause 23.1.

17.4 Despite clause 3.2, you can end the **agreement** before the end of the **minimum period**, for any reason, by giving us written notice. If you do this you must pay our **cancellation charges** as set out in clause 9.17. You must send this notice to us by filling in the online form on the Contact Us page of **our website** or any other web portal address we give you in writing.

Our ceases team will send you an email to confirm we have received your request. They will then send you a notice to confirm the relevant details, including the cancellation charges that you must pay us.

17.5 When the **agreement** ends, any licence we have granted you will also end immediately. You must immediately stop using the **service** and pay us all amounts you owe us in connection with the **service**.

17.6 If we end the **agreement** because you have not met your obligations under it, you must pay our **cancellation charges** in line with clause 9.17. We will send you an invoice when the **agreement** ends, and you must pay that invoice in line with clause 9.7. We do not have to refund any charges you have paid in advance.

17.7 When the **agreement** ends you must allow us to remove the **service equipment**. If you cause a delay in us removing the **service equipment**, we can continue to charge you until such removal is completed, and you must pay those charges and any extra costs and expenses arising as a result of the delay.

17.8 The right to end the **agreement** will not affect any rights, obligations or liabilities that arose before the **agreement** ended.

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18. Broadband Speeds Code

18.1 The terms set out in this clause 18 shall only apply if you are:

18.1.1 a new customer that purchases new **qualifying services** from us on or after 28 February 2019; or

18.1.2 an existing customer that:

(a) purchases a new **qualifying service**;

(b) changes an existing **qualifying service** to a new speed tier (whether higher or lower) of such **qualifying service** for a new **minimum period**; or

(c) renews your existing **qualifying service** for a new **minimum period**,

in each case, on or after 28 February 2019.

(a **qualifying customer**)

The provisions of this clause 18, and any rights set out herein, shall not apply to any customer, product or service other than a **qualifying customer** in respect of a **qualifying service**.

18.2 For the purposes of this clause 18, **qualifying service** shall mean any broadband service provided by us:

18.2.1 including (but not limited to) our Essential Broadband or Voom Fibre products (or their successors or replacements from time to time); but

18.2.2 excluding any other service or product (including but not limited to any leased line, dedicated internet access, high capacity service, WiFi or mobile product provided by us or a third party, or their successor or replacement products from time to time).

18.3 If you are a **qualifying customer**, we will try to ensure that the minimum download speed achieved by your **qualifying service** (your **actual download speed**) shall not fall below your **minimum guaranteed download speed** during the **minimum period** for such **qualifying service**. For the purposes of this clause 18, **minimum guaranteed download speed** shall mean a download speed equal to fifty percent (50%) of the advertised download speed of the relevant **qualifying service** as at the date this **agreement** comes into force, as advised to you by us on or before the date you submit your signed **order form** to us

18.4 The **actual download speed** achieved by your **qualifying service(s)** at any given time is determined by us by measuring the download speed delivered by the **qualifying service** to the **service equipment**. The download speed actually achieved by any device or **your apparatus** connected beyond the **service equipment** may vary and is affected by a variety of factors (further details regarding factors affecting download speed beyond our **service equipment** is available on our **website**). We shall have no liability to you under the **agreement** or this clause 18 if the **actual download speed** of the **qualifying service(s)** falls below the **minimum guaranteed download speed** at any point beyond the **service equipment**.

18.5 We shall have no liability under this **agreement** if the **actual download speed** falls below the **minimum guaranteed download speed** as a result of:

18.5.1 an outage to the **qualifying service(s)**;

18.5.2 any disruption to the to the **qualifying service** as a result of any planned maintenance where we have notified you of such maintenance in advance; or

18.5.3 any act, omission, failure or breach by you (whether direct or indirect.

You must also keep the **service equipment** plugged in, switched on and set to enable us to obtain traffic speed information from it to enable us to diagnose any **speed fault**.

18.6 If you consider you have an issue with your **actual download speed**, you must notify our customer care team by telephone as soon as possible at the

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details set out on our website (as updated from time to time). If we are unable to resolve your issues on the telephone, we will begin remotely monitoring your **actual download speed**, beginning on the day after you first notify us of the issue (**speed monitoring**).

18.7 A **speed fault** will have occurred if our **speed monitoring** demonstrates that your **actual download speed** fell below your **minimum guaranteed download speed** at any time on three (3) consecutive days (whether continuously or intermittently during each day) during the **speed monitoring** period.

18.8 We shall notify you of the results of our **speed monitoring** as soon as possible after the test period has finished and confirm either:

18.8.1 a **speed fault** has occurred, in which case the provisions of clauses 18.9 to 18.14 shall apply; or

18.8.2 no **speed fault** occurred during the **speed monitoring** period, in which case we shall have no further liability to you under this **agreement** in respect of the reported issue.

18.9 If a **speed fault** has occurred we shall attempt to rectify it within thirty (30) days of the date you first notified us of the problem by telephone (the **fix period**). We may extend or delay the **fix period** by a reasonable amount of time at any time by giving you notice in writing if there is any delay in repairing or resolving the **speed fault** caused by circumstances beyond our reasonable control (including but not limited to where you cancel an engineer visit or miss an agreed appointment, or other exceptional circumstances beyond our control which lead to a technical inability to resolve the **speed fault**).

18.10 At the end of the **fix period**, we shall notify you in writing (the **outcome notice**) confirming that we have either:

18.10.1 resolved the **speed fault**, in which case we shall have no further liability to you in respect of such **speed fault**; or

18.10.2 been unable to resolve the **speed fault**, in which case the provisions of clauses 18.11 to 18.14 shall apply.

18.11 If we are unable to resolve the **speed fault** within the **fix period**, you may have the right to cancel such part(s) of the **service** that consists of the affected **qualifying service(s)** plus:

18.11.1 any other standard voice and broadband products purchased at the same time and as part of the same bundle as the affected **qualifying service**; and/or

18.11.2 any other **service** entirely and exclusively dependent on the affected **qualifying service** (including but not limited to VoIP **services**),

(together the **applicable services**) without paying **cancellation charges** (a **right to exit**). The **right to exit** shall only apply to the **applicable services** and shall not apply to any other part(s) of the **service** or this **agreement**, which shall continue in full force and effect.

18.12 Our **outcome notice** shall set out:

18.12.1 whether a right to exit has arisen in respect of the **applicable services**; and

18.12.2 the options available to you following the conclusion of the **fix period**.

18.13 If you:

18.13.1 notify us in writing within thirty (30) days of the date of our **outcome notice** (**cancellation period**) that you wish to exercise your **right to exit**, the **applicable services** shall be terminated and you shall not be liable to pay any **cancellation charges**;

18.13.2 notify us in writing within the **cancellation period** that you wish to exercise any other option offered by us, your **right to exit** shall expire and we shall have no further liability to you in respect of the **speed fault**; or

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18.13.3 fail to notify us in writing under clauses 18.13.1 or 18.13.2 and continue to use any of the **applicable services** after the expiry of the **cancellation period**, your **right to exit** shall expire and we shall have no further liability to you in respect of the **speed fault**.

18.14 The rights set out in this clause 18, and the remedies set out in clause 18.13, shall be your sole and exclusive rights and remedies in respect of a **speed fault** and we shall have no liability to you in respect of a **speed fault** save as set out in this clause 18. You shall not be entitled to receive any compensation (whether through a credit, refund, payment, damages or otherwise) for any loss or damage suffered as a result of, or arising out of or in connection with, the **speed fault**.

19. Assignment and subcontracting

19.1 You must not assign (transfer), delegate or otherwise pass on any or all of your rights or obligations under the **agreement** without our permission in writing, which we will not unreasonably refuse to give.

19.2 We may subcontract our obligations under the **agreement**. This will not release us from our obligations under the **agreement**, and we will still be responsible for making sure the obligations are met.

19.3 Except where clause 19.4 applies, if you give us written permission (which you must not refuse to give, or delay in giving, without good reason), we may transfer or otherwise dispose of any or all of our rights and obligations under the **agreement**.

19.4 We do not need your written permission to transfer or otherwise dispose of any or all of our rights and obligations under the **agreement** to:

19.4.1 any member of our **group companies** at the time; or

19.4.2 any person buying all or substantially all of our business which the **agreement** relates to.

19.5 When asked, you must fill in and sign all necessary paperwork to complete the transfers in clauses 19.3 and 19.4.

20. Events outside your or our control

20.1 You or we will not be liable to the other for any failure or delay in meeting the obligations under the **agreement** (other than paying any amounts owed) if this is due to any circumstance outside your or our reasonable control. If the circumstance beyond your or our control prevents us from providing the **service** to all **sites** for more than three months, you or we may end the **agreement**, without any additional liability, by giving the other notice in writing.

Circumstances beyond your or our control include extreme weather conditions, power failures, natural disaster, fire, subsidence, epidemic, pandemic, strike or labour disturbance, the actions (or failure to act) of local, regional or central government, highways authorities or other official authorities, legal or regulatory restrictions, terrorism, war or civil disturbance, and a third party's delay in supplying, or failure to supply, any service, equipment or **purchased equipment** (where their actions or failures resulted from circumstances beyond their reasonable control).

21. Changing the agreement or service

21.1 Except where clauses 21.3 to 21.7 apply, or as otherwise specified in the **agreement**, any change to the **agreement** must be agreed in writing by you and us.

21.2 Despite clause 21.1, we can change the **agreement** (other than in relation to charges which are governed by clauses 9.3 and 9.4) by giving you at least 30 days' written notice.

21.3 Subject to the exceptions at clause 21.4 and clause 21.5, you shall be entitled to terminate the **agreement** without paying **cancellation charges (**subject to clause 21.8) if we:

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21.3.1 increase the charges under this **agreement** or in respect of any usage-based charges, the rate at which we charge you under this **agreement,** other than where such increase arises in accordance with clause 4.3 or any other clause of this **agreement** which permits us to make changes to the charges;

21.3.2 make any changes to the **agreement,** the **service,** the **purchased equipment** or the **service equipment** (other than those permitted under the terms of this agreement including but not limited to those set out at clause 21.4 and 21.5) which we believe are not exclusively to your benefit;,

provided that you give us notice in writing of your intention to terminate the **agreement** within 30 days of the date that notice of the change is given to you by us and such notice from you must be given in accordance with the instructions set out in our notification of the change in accordance with clause 21.2.

If you cancel the **agreement** under this clause 21.3, the **agreement** will terminate on the earlier of: (i) 30 days after your notice is deemed delivered in accordance with this clause 21.3 and clause 23; (ii) the day before the date on which the change comes into effect or, where this is not feasible due to the timing of your notice, as soon as reasonably possible after that date; or (iii) a date agreed in writing between you and us.

21.4 Your right to cancel the **agreement** without paying **cancellation charges** under clause 21.3 shall not apply if:

21.4.1 we make any changes to the **agreement** (including any changes to the **service**, the **charges**, the **purchased equipment** or the **service equipment)** that we believe are exclusively to your benefit;

21.4.2 we make any changes to the **agreement** (including any changes to the **service**, the **charges**, the **purchased equipment** or the **service equipment)** that are made for the following reasons:

(a) the change is purely administrative and has no negative effect on you including but not limited to any change to our contact details, registered office or non-contractual processes for example contacting us to speak to account managers, raising faults or disputes, or any other process change which we may make from time to time;

(b) there is a change in **law** or any rule of a regulatory body, listing authority or governing body that applies to us and/or the **agreement,** the **service, purchased equipment** or **service equipment** that we provide;

(c) we have a legal or regulatory obligation to pass on cost increases and/or changes to the **agreement,** the **service, purchased equipment** or **service equipment**, for example where the service charge for calling 084, 087, 09 and 118 numbers increases;

21.4.3 the **agreement,** charges, the **service, purchased equipment** or **service equipment** change for the following reasons:

(a) changes are made to the **service, purchased equipment** or **service equipment** or the network over which such **services** are provided where such **service, purchased equipment** or **service equipment** is variable including but not limited to:

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(i) changes to the features or functionality of the **service, purchased equipment**, or **service equipment**, including but not limited to the functionality and features of any software provided under the **service;**

(ii) changes to operational or administrative elements of any **service** including but not limited to changes to the hours during which you can contact us, changes to or removal of individual communication channels through which you can contact us, changes to any portal, platform or similar tool that we use or make available to you for communicating with us and administering the **services** (including changes to any billing platform that we use from time to time) and any other changes in relation to the processes through which we deliver the **services**;

(iii) any changes to our network which reflect the overall variability of the network including but not limited to any routine maintenance updates and upgrades;

(iv) the replacement of any software, **services, purchased equipment** or **service equipment** which is no longer supported by the manufacturer or which we otherwise determine to be end-of-life with software, services or equipment of an overall equivalent specification or standard;

(v) changes to the **services, purchased equipment** or **service equipment** where there is a minimum technical requirement for equipment, services or software which you must maintain in order to make use of the **services, purchased equipment** or **service equipment** (including but not limited to a requirement to have a 2G or 3G service where this is withdrawn) and the **services, purchased equipment** or **service equipment** are changed because you no longer meet the minimum technical requirements specified by us from time to time and you either do not implement any changes to your equipment, services or software required to meet the minimum technical requirement or, where such equipment, services or software are supplied by us, where you do not

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agree to accept new or updated equipment, services or software from us which would meet the minimum technical requirement;

(b) changes to international call rates or roaming services or charges that are directly linked to increases in wholesale rates or technological changes notified to us by other providers, including but not limited to the withdrawal of 2G or 3G services. Any changes to the **service**, the **purchased equipment**, **service equipment** or the charges under this clause 21.4.2(b) will be notified to you and will not be made more frequently than once per month;

(c) changes to third party charges or costs which are passed on to us by a third party which relate to or affect the **agreement,** the **service**, **purchased equipment** or **service equipment**;

(d) where we have provided general product or service descriptions in relation to the **services,** the **purchased equipment** or **service equipment** such descriptions are indicative guidance only and we may substitute the **services,** the **purchased equipment** or **service equipment** for services or equipment of an overall equivalent standard even if the exact features and functionality may differ;

(e) where we believe that the change is necessary for technical or security reasons;

(f) changes to charges or other costs to us which are based on the cost of providing the **services** the **purchased equipment** or **service equipment** to you or carrying out the relevant tasks to provide the **services**, only to the extent that any change is directly attributable to a change in the cost to us;

(g) notwithstanding clause 4.6, where we have expressly agreed to provide power or other utilities as part of the **services** to install and maintain the **service equipment** or **purchased equipment** at any **site,** and there is any increase to the price payable to a third party (excluding any **group company**) for such power or other utilities;

provided that we will notify you of any changes under this clause 21.4.2 in accordance with clause 23. If we believe that a change under this clause 21.4.2 is likely to materially disadvantage you, we will notify you of your right to terminate this **agreement** in accordance with clause 21.3 and you may terminate the **agreement** without paying **cancellation charges** subject to clause 21.8.

We may notify you of any change made for the reasons set out in this clause 21.4 in accordance with clause 21.2. If you decide to cancel the **agreement** due to a change made for the reasons set out in this clause 21.4, you may still be required to pay **cancellation charges**.

21.5 Subject to clause 21.4, if the change to the **agreement** which is referred to in clause 21.3 relates:

21.5.1 only to an **add-on service** that you have already signed

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up to, and you decide to terminate the **agreement** due to the change in the **add-on service**, you may still be required to pay **cancellation charges** for terminating the **services** other than the **add-on service** early (as you already have the right to end the **add-on service** at any time). We will confirm any such applicable **cancellation charges** to you;

21.5.2 only to an **ancillary service** that you have not already signed up to, you will not have the right to terminate the **agreement** without paying a **cancellation charge**; or

21.5.3 only to an **ancillary service** that you have already signed up to, and we believe that the changes are not exclusively to your benefit, we will notify you of this and inform you of your right to terminate the affected **ancillary service** and the **agreement** without paying a **cancellation charge** subject to clause 21.8**.**

21.6 If you have entered into other agreements with us, you may in certain circumstances be able to terminate those agreements where you terminate this **agreement** in accordance with clause 21.3. For the avoidance of doubt, changes to this **agreement** will not give rise to a right to terminate any other **agreement** which is not linked to this **agreement** and we will notify you in accordance with the terms of the relevant agreement if you have a right to cancel any other agreement as a result of the termination of this **agreement**.

21.7 Where any part of the **service, purchased equipment** or **service equipment** is supplied by a third party and is subject to that third party's terms and conditions, we are not responsible for any changes by that third party to the third party's services, charges or terms and conditions or for notifying you of those changes as such changes are outside our control and we may not be aware of them. You will not have a right to cancel this **agreement** without paying a **cancellation charge** as a result of those changes.

21.8 Termination of the **agreement** in accordance with clause 21.3 will not affect your requirement to pay the charges relating to the **agreement** incurred prior to the date of termination, but, in this event, subject to clause 21.4, you shall not be liable for any **cancellation charges** in respect of the **agreement.** Notwithstanding the provisions of this clause 21, where you terminate the **agreement** in accordance with clause 21.3, you will be obliged to pay any outstanding or overdue charges and; (i) where the **agreement** includes **purchased equipment**, the charges in respect of the cost of **purchased equipment**; and (ii) where the **agreement** includes any volume-, value- or time- based or other incentives which you have received the benefit of prior to termination, including but not limited to any equipment fund or transformation fund, a payment equivalent to the proportion of the incentive that you have had the benefit of relating to the period between termination of the **agreement** and the end of the **minimum period,** or the proportion of the incentive which you have had the benefit of prior to the date it should have vested in accordance with the applicable terms for that incentive, where such incentive has been partly or fully used**.** We shall confirm any such applicable charges to you following receipt of your notice to terminate.

21.9 If you ask us to:

21.9.1 change the **service** (including moving, adding or swapping a service); or

21.9.2 provide services at a different site;

and we agree to your request, you must do everything we need you to do for us to make the change. You must also pay us our charges that apply at the time for the change. You may have to pay the charges before we make the change.

We may, without giving you notice, amend our charges to reflect the change, and clause 9.4 will not apply to the amendment.

If you ask us to make a change in accordance with this clause 21.9, you will

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not have a right to end the **agreement** under clause 21.3.

21.10 Nothing written in the **order form** (particularly in the section headed 'COVID-19 special terms' within in the section headed 'notes and comments') will change any of these standard terms and conditions or any **special terms**.

21.11 For the avoidance of doubt, where the **service**, **purchased equipment** or **service equipment** is not provided in accordance with the agreed standards set out in the **agreement** this shall not be regarded as a change to the contractual terms of the **agreement** or a change to the **service** but as a breach of the **agreement** or **service level agreement** by us (as the case may be), in which case the remedies set out in clause 10 and clause 17 shall apply and you shall have no right to terminate in accordance with clause 21.3.

21.12 You acknowledge that as part of the **PSTN switch off**, once a telephone exchange has been classified as a **stop sell exchange** or we have closed any of our exchanges the following shall apply in relation to affected **PSTN based services**:

21.12.1 no new supply or transfer orders can be accepted; and

21.12.2 no **service** amendments, (whether a change to the number of channels, bandwidth, class of service, applicable maintenance options or any other type of change), can be made except where and to the extent the relevant **special terms** state otherwise; and

21.12.3 the continued availability of some **services**, our ability to meet the service levels set out in the **service level agreement** and the availability of features for such **services** may be affected.

21.13 Where you request any **PSTN based services** at a **stop sell exchange** or an exchange that we have closed, we will use reasonable endeavours to inform you of any reasonable alternative services that you may wish to consider instead. For the avoidance of doubt, we shall not be obliged to fulfil your request.

21.14 In advance of the **PSTN switch off**, we will use reasonable endeavours to inform you of the details, including the expected date of cessation, of the **PSTN based services** affected, and any reasonable alternative services to which you may wish to migrate your affected **PSTN based services**. The migration to and/or provision of alternative services by us shall be subject to the parties agreeing the same (including the associated charges) in accordance with clause 21.1.

21.15 Any **PSTN based services** not migrated to an alternative service in advance of the cessation will cease to function.

21.16 We shall have no liability to you arising out of or in connection with the **PSTN switch off**.

22. Cancelling part of the service

22.1 You are entitled at any time to cancel part of the **service**, including cancelling a circuit or **service** to a **site**, by giving us 90 days' notice in writing. You must send this notice to us by filling in the online form on the Contact Us page of **our website** or any other web portal address that we give you in writing.

Our ceases team will send you an email to confirm we have received your request. Our ceases team will then send you a notice to confirm the relevant details, including any **cancellation charges** that you must pay us.

22.2 If you cancel part of the **service** within the **minimum period**, you must pay us the **cancellation charges** relating to the cancelled part of the **service**, as set out in clause 9.17. We will send you an invoice on or following the cancellation, and you must pay the invoice as set out in clause 9.7.

22.3 If you want to cancel part of the **service** after the end of the **minimum period**, you must give us 90 days' notice in writing (unless the **special terms** say otherwise) and pay all charges due under the **agreement** in connection with the cancelled part of the **service** during the 90-day notice period.

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23. Written notices

Unless the **special terms** say otherwise, the following will apply.

23.1 Any written notice you send us must be delivered by hand or sent by post to:

Head of Customer Services
Virgin Media Business
Business Customer Services
Communications House
1 Chippingham Street
Sheffield
S9 3SE

or any other address we give you in writing.

23.2 Any written notice we send you will be:

23.2.1 delivered by hand or posted to your billing address shown on the **order form** or to your registered office;

23.2.2 faxed to your fax number shown on the **order form** or given to us in writing;

23.2.3 emailed to your email address shown on the **order form** or given to us in writing; or

23.2.4 sent by text message to your mobile phone number shown on the **order form** or given to us in writing.

23.3 Written notice delivered by hand will be considered to have been received on that day.

Written notice sent by post will be considered to have been received three days after the date it was posted.

Written notice sent by fax will be considered to have been received when it is sent, as long as the sender receives a transmission report confirming that the fax has been sent correctly.

Written notice sent by email will be considered to have been received on the **working day** it is first stored in the email inbox of the person the notice was emailed to.

Written notice sent by text message will be considered to have been received on the **working day** the notice is first stored in the message inbox of the person the notice was texted to.

23.4 If you send us written notice to end the **agreement** or cancel any part of the **service** you must make sure that you keep a copy of the notice and proof of delivery.

24. Confidentiality

24.1 When you or we provide confidential information (information which you or we mark as confidential or which is clearly confidential) to the other, the person receiving the confidential information (the receiver) gives the person providing the confidential information (the provider) the following assurances.

24.1.1 The receiver will keep confidential information the provider gives in discussions leading to the **agreement**, and then in connection with the **agreement**, private.

24.1.2 The receiver can give the provider's confidential information, to the extent necessary and in strict confidence, to their employees, agents and subcontractors involved in providing or using the **service**, as the case may be. The receiver will not release all or some of the provider's confidential information to any other person without the provider's permission in writing.

24.1.3 The receiver will only use the provider's confidential information in connection with providing or using the **service**, as the case may be, and not for their own benefit or the benefit of anyone else.

24.2 You must not reveal the terms of the **agreement** to any third party, or make any announcements about its contents, without our permission in writing. We may tell others that you are a customer of ours and issue agreed press releases, promotional material and case studies in line with clause 26.13, but we will not otherwise reveal the terms of the **agreement** to any third party without your permission in writing.

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24.3 The confidentiality obligations in clauses 24.1 and 24.2 will not apply if any court, government or regulator requires the receiver to reveal the confidential information (but only to the extent required by **law**). Unless the **law** does not allow this, the receiver will give the provider written notice, as soon as reasonably possible, about their confidential information being released.

24.4 The confidentiality obligations in clauses 24.1 and 24.2 will not extend to confidential information which:

24.4.1 became available to the public in a way other than through the receiver's negligence or failure to meet an obligation under this **agreement**;

24.4.2 the receiver already knew before the provider gave it them; or

24.4.3 was given by a third party who did not receive it in confidence.

24.5 Clause 24 will stay in force after the **agreement** or any part of it ends.

25. Data protection

25.1 This clause will apply to the extent that we **process personal data** on your behalf in the course of providing the **service** under this **agreement**.

25.2 You will be the **data controller** of the **personal data** that is provided to us for **processing** under this **agreement** and we will act as a **data processor** on your behalf.

25.3 Under this **agreement**, you will be responsible for:

25.3.1 complying with all **data protection legislation** in respect of your use of our services, your **processing** of the **personal data** and any **processing** instructions you give us.

25.3.2 ensuring you have the right to collect, provide access to or transfer the **personal data** to us for **processing** under this **agreement**.

25.3.3 ensuring that you will not disclose (or permit any **data subject** to disclose) any special categories of data to us for **processing**.

25.4 We will **process** the **personal data** to the extent necessary to provide you with the **service** and in accordance with your reasonable instructions (including the reasonable instructions of any users accessing the **service** on your behalf) as set out in the **agreement** or otherwise in writing, and in doing so we will comply with the **data protection legislation**.

25.5 We will ensure that any of our personnel authorised to **process** the **personal data** will be subject to a duty of confidentiality.

25.6 We will take the following security measures:

25.6.1 implement appropriate technical and organisational measures to protect the **personal data** from accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (a **data breach**).

25.6.2 Upon becoming aware of a **data breach**, we will notify you without undue delay. We will make reasonable efforts to identify the cause of the **data breach** and to take such steps as we deem necessary and reasonable to mitigate the effects of such **data breach**, to the extent that such steps are within our reasonable control.

25.6.3 We will make reasonable efforts to provide such information as you may reasonably require to enable you to fulfil any **data breach** reporting obligations under the **GDPR**.

25.7 You agree that we may engage our **group companies** and third party sub-processors (collectively **sub-processors**) to **process personal data** on our behalf, provided that:

25.7.1 We maintain an up-to-date list of **sub-processors** which will be available on request.

25.7.2 We impose on such sub-processors data protection

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terms that require them to protect the **personal data** to the standard required by **data protection legislation**.

25.7.3 We remain liable for any breach of the **data protection legislation** caused by our **sub-processor** when **processing personal data** under this **agreement.**

25.8 We will not **process** or otherwise transfer any **personal data** outside the European Economic Area or to any international organisations unless we have appropriate assurances from that third party that the **personal data** will only be **processed** in compliance with **data protection legislation** (which will be satisfied and evidenced by us entering into a contract with that third party which contains the **model contract clauses**).

25.9 Taking into account the nature of the **processing** and information available to us, we will provide reasonable assistance to you to allow you to comply with your obligations in relation to: (i) security measures; (ii) notifying **data breaches**; and data privacy assessments.

We will be entitled to recover our reasonable costs of providing such assistance to you.

25.10 We will make available to you all information reasonably requested by you in writing to demonstrate our compliance with the obligations set out in this clause 25, and we will contribute to audits, including inspections, to verify compliance with such obligations conducted by you or an independent third party auditor acting under your direction. Such audits or inspections may take place no more than once per calendar year and will be at your cost. You will give us not less than 30 days' prior written notice of any such audit or inspection, and such audit or inspection will be carried out during our normal working hours with minimal disruption to our business.

25.11 Upon expiry or termination of this **agreement**, we will, at your request, delete or return to you the **personal data processed** under this **agreement**, unless storage is required by law.

26. Marketing and your information

26.1 When you ask for our services, we will check the following records about you, your **group companies** and your business partners.

26.1.1 Our own records.

26.1.2 Personal and business records at credit-reference agencies. When credit-reference agencies receive a search from us they will note this on your business credit file, and this may be seen by other companies. The credit-reference agencies will give us both public records (including the electoral register) and shared credit and fraud-prevention information.

26.1.3 Records held by fraud-prevention agencies.

26.1.4 If you are a director, we will get confirmation from credit-reference agencies that the residential address you have given us is the same as that shown on the restricted register of directors' usual addresses at Companies House.

26.2 We will make checks such as assessing your application for the **service** and confirming identities to prevent and detect crime and money laundering. We may also make occasional searches with credit-reference agencies and fraud-prevention agencies to manage your account with us.

26.3 We will send credit-reference agencies information you give us, including information on your business and its owners. The credit-reference agencies will record the information and may create a record of the name and address of your business and its owners (if there is not one already).

We will give credit-reference agencies details of your account with us and how you manage it.

26.4 If you do not pay amounts you owe us, in full and on time, credit-reference

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agencies will record the debt. Credit-reference agencies and fraud-prevention agencies may supply this information to other organisations so they can carry out checks, trace where you are and recover debts that you owe. Such records stay on file for six years after the relevant account is closed, whether or not you have cleared the debt. If you do not make payments that you owe us, we will trace you to recover the debt.

26.5 We will carry out a search to check your identity. This involves checking the details you give us against those held on databases which credit-reference agencies and fraud-prevention agencies have access to, including the electoral register. A record of this search will be kept, and other companies may use it to help them check your identity. We may also pass information to financial institutions and other organisations involved in preventing fraud, to protect us and our customers from theft and fraud.

26.6 If you give us false or inaccurate information and we suspect or identify fraud, we will record this and may pass this information to fraud-prevention agencies and other organisations involved in investigating crime and preventing fraud. We and organisations from other countries can see and use, in other countries, the information recorded by fraud-prevention agencies.

26.7 We may monitor and record our telephone conversations with you in order to maintain the quality of our customer services and for training purposes.

26.8 We can pass on information that describes the habits, usage patterns and characteristics of all or groups of our customers (including you). However, the information is anonymous and does not describe or reveal the identity of any particular customer.

26.9 Unless you have ticked the relevant boxes on the **order form**, or you have told us otherwise in writing, we may:

26.9.1 use your information to send you information about other products or services we or our **group companies** has available; and

26.9.2 provide your information to third parties so they can give you information about their products or services.

26.10 You authorise us to give your name and other contact details to the emergency services. Unless you tell us in writing that you withdraw that authorisation, we will also be authorised to provide those details to other communications operators and providers of directories. We will have no liability for any publication made by the emergency services or communications operators.

26.11 For the purpose of providing services under the **agreement** you give us permission to use your personal information, together with other information from you, for the purposes of:

26.11.1 providing you with the **service**, service information and updates;

26.11.2 administration;

26.11.3 credit scoring;

26.11.4 carrying out identity checks;

26.11.5 preventing fraud;

26.11.6 monitoring and improving customer services;

26.11.7 training; and

26.11.8 tracking and assessing the use of our services (which includes processing call, usage , billing and interactive information);

for as long as we need to for these specified purposes, which may be after the **agreement** ends.

Occasionally, we may use third parties to process your personal information in the ways set out above. These third parties can only use the information in line with our instructions.

26.12 We may use any information you provide for the purposes set out in this clause 26, for other purposes you give permission for, or for any other purpose required by **law**. We can pass your information to any of our **group companies**, debt-collection agencies, credit-reference agencies, credit- or fraud-monitoring schemes, security agencies or credit providers. We can also provide such information to other providers of electronic-communications services.

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26.13 Unless you have ticked the relevant box on the **order form**, or you have told us otherwise in writing, you agree to be involved in any press release, promotional material or case studies relating to the **agreement** which we reasonably request.

27. Test or trial services and promotional offers

27.1 We may from time to time provide test services, trial services or promotional offers to some or all of our customers. Any separate terms and conditions we specify will apply to those services and offers. Unless those separate terms and conditions state otherwise, we will not have any liability under the **agreement** in connection with test or trial services or promotional offers. The terms and conditions of any test or trial services or promotional offers may require a change to the **agreement**. In this case, by accepting the services or offer you will be considered to have accepted the change to the **agreement**. Unless the terms and conditions of a test or trial service or promotional offer state otherwise, we may withdraw or change the service or offer for some or all of our customers at any time and without giving notice.

28. Entire agreement

28.1 The **agreement** between you and us, together with any document referred to in it, is the whole agreement between you and us and replaces any previous drafts, agreements, and arrangements relating to the **service**.

28.2 You and we agree that neither of us has been encouraged to enter into the **agreement** by any representation or promise other than those contained in the **agreement**, and cannot take any action in respect of any other representation or promise, except in the case of fraud or a representation or promise that is central to the **agreement**. (However, clauses 15.4 and 15.5 will apply to any representation or promise that is central to the **agreement**.)

29. Miscellaneous

29.1 Except where the **agreement** states otherwise, the rights and remedies under the **agreement** are in addition to, and do not overrule, any other legal rights and remedies.

29.2 If we do not exercise, or delay in exercising, any right or remedy we have under the **agreement**, this does not mean we have given up that right, and so we may exercise it in the future.

29.3 If we exercise all or part of any right we have under the **agreement**, this will not prevent us from exercising that or any other right in the future.

29.4 If any court or other relevant authority finds that any part of the **agreement** is illegal or cannot be enforced, this will not affect the rest of the **agreement**. In these circumstances, you and we will discuss the affected part of the **agreement** to find a substitute that, as far as possible, results in the same economic effects and is legally binding.

29.5 If any part of the **agreement** is intended to stay in force after the **agreement** ends, that part will stay in force after the **agreement** ends for any reason.

29.6 Unless there are any relevant restrictions in the **agreement**, at any time after the date of this **agreement**, you or we may ask the other to complete any necessary paperwork, and take any action reasonably necessary, for the purpose of giving you or us (as appropriate) the full benefit of your or our rights under the **agreement**. The one asking for the paperwork to be completed, or action carried out, will pay the reasonable costs that result from completing the paperwork or carrying out the action.

29.7 Nothing in the **agreement** forms a partnership between you and us, or makes you an agent of ours (or vice versa).

29.8 You and we agree that the **agreement** cannot be enforced by anyone (other than you and us) under the Contracts (Rights of Third Parties) Act 1999 or any amendment to it.

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30. Settling disputes

30.1 If there is a dispute between you and us in connection with the **agreement**, and you and we cannot settle the dispute between ourselves within 30 days of giving the other notice of the dispute, you or we may refer the dispute for arbitration, or to the courts of England, in line with clause 31.

30.2 While the procedure set out in this clause 30 is being followed, and during any legal proceedings which may be ongoing or pending, you and we will both continue to meet our obligations under the **agreement**, but nothing in this clause prevents you or us from ending the **agreement** in line with these standard terms and conditions or any **special terms** that apply.

30.3 Nothing in this clause 30 prevents you or us from applying to a court for equitable relief (a range of remedies that a court has the power to grant) if damages alone would not be an adequate remedy for breaking the **agreement**.

31. Governing law and arbitration

31.1 The **agreement** and any obligations arising from or connected with it will be governed by, and interpreted according to, English **law**.

31.2 Any dispute arising under the **agreement** which does not involve:

31.2.1 a complicated issue of **law**; or

31.2.2 an amount of more than £5,000;

may be referred to arbitration or other appropriate method of dispute resolution.

31.3 If any legal action or proceedings arise in connection with the **agreement** (whether arising out of contractual or non-contractual obligations), you and we accept that only the English courts have the power to decide on such action or proceedings.

31.4 We are fully committed to dealing with all complaints, fully and fairly, and within a reasonable time. If you'd like to find out how we deal with complaints, please see Our Complaint Resolution Code of Practice. This is in the 'Code of Practice' section on **our website** at www.virginmediabusiness.co.uk, or you can phone our Customer Services team using the contact details on **our website** to ask us for a copy.

32. Miscellaneous

32.1 Where the service includes registering or hosting a gov.uk **domain name** set out on the **order form** or agreed with you in writing, the terms at the following url will also apply: https://www.gov.uk/guidance/additional-terms-for-govuk-agreements#terms-you-must-include-in-govuk-agreements.

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Thank you

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RG2 6UU

T: 0800 052 0800

Registered in England and Wales No. 01785381

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SD-WAN Service Special Terms

Version 6

This document tells You about additional terms which apply to Our SD-WAN Service. These Special Terms, along with the terms set out in the Standard Terms and Conditions, explain exactly how We'll work with You. We've done Our best to cover everything, but if there's anything You'd like to check, just call Our Customer Services team on 0800 052 0800 or speak with Your account manager.

Any words capitalised in the Special Terms, Portal Terms of Use and Service Level Agreement that are not defined, have the meaning given to them under the Definitions in the Standard Terms and Conditions.

1 Definitions and interpreting this Special Terms and Portal Terms of Use

1.1 In these Special Terms, words and terms mean the same as they do in Our Standard Terms and Conditions unless these Special Terms give a different meaning. We reserve the right to update these terms and it is Your responsibility to check Our Website with respect to any changes. We will use all reasonable effort to inform You of any material change in writing or via Your account manager where applicable.

3rd Party Circuit - means any Internet connection or Circuit which You have procured directly from a telecoms supplier or carrier, who is not Virgin Media Business Limited and You are responsible for payment of all associated costs in connection with such 3rd Party Circuit, SIM or other equipment.

Acceptable Use Policy means the instructions given by Us from time to time relating to use of the Portal (whether on paper, Our Website or on such other website as may be advised by Us).

ADSL or **Asymmetric Digital Subscriber Line** means a legacy circuit based solely on copper technologies (which has subsequently been superseded by a SOADSL Service).

Advanced Installation has the meaning given to it in Appendix 4 – Installation Types.

Analytics Portal means an application which provide reporting and insights into Your network, which may be made available to You from time to time (as further set out in Appendix 1 - Portal Terms of Use) as a hosted service on the Internet.

Availability means a Site can exchange traffic with any part of Your VPN and the Internet.

BT means British Telecommunications Plc.

Call Admission Control means a system that manages voice network traffic to ensure quality of service by controlling new calls based on available resources.

CPE or **Customer Premises Equipment** means the equipment that We provide to You for use on Your premises with this Service, which may be Equipment or Purchased Equipment.

Circuit means the connection over which the Service is provided, which consists of a physically wired or cabled connection and/or, for Wireless Data, a Wireless Connection. For the avoidance of doubt, all circuit types defined here are provided by Us, with the exception of 3rd Party Circuits as defined above.

Configuration Information means information relating to Circuit, including any 3rd Party Circuit, or Customer Infrastructure that We need to configure the SD-WAN Service.

Concerto Portal means the self-management platform enabling network configuration changes to the SD-WAN Service (as further set out in Appendix 1 - Portal Terms of Use).

Console Portal means the self-service application available to customers, to enable them to apply site specific or network wide changes to their SD-WAN service, which may be made available to You from time to time (as further set out in Appendix1 - Portal Terms of Use) as a hosted service on the Internet.

Cookie Policy means Our cookie policy which can be found at https://www.virginmediabusiness.co.uk/legal/cookies/

CPS or Carrier Pre-Select means a service that lets you make calls over our network where Your offices are outside the area our network covers.

Customer Content means any information, data or content uploaded to the Portal(s) by You, Users or by Us for or on behalf of You or Users.

Customer Infrastructure means any Your Apparatus, devices, network, system(s), software, hardware or other equipment owned, controlled or operated by You, or provided to You by any third party other than Us, and whether or not used in connection with any Service.

End User means the ultimate person using the SD-WAN Service.

Excused Outage means any Fault caused by:

a) Your network or system, or any part of it; or

b) a fault in, or any problem associated with,equipment connected on Your side of the Our Network Termination Point; or

c) Your acts or omissions; or

d) Your breach of the Agreement; or

e) Your failure or delay in complying with Our reasonable instructions; or

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f) any refusal to allow Us, Our employees, agents or subcontractors to enter into the relevant premises to diagnose or remedy any Fault; or

g) a event outside Yours or Our control as set out in clause 20 of the Standard Terms and Conditions; or

h) a Planned Outage; or

i) an act or omission of any third party which is beyond Our reasonable control which shall include, without limitation, a fibre cut;or

j) the mobile operator network element of a Circuit used for Wireless Data being degraded, unavailable or unable to carry traffic.

For avoidance of doubt, You and Your shall include Your employees,subcontractors and agents.

Equipment means equipment purchased by You from Us under the Agreement which may be used in the provision of the Services, as detailed in the Order Form or other document agreed between the parties from time to time;

Fault means a fault, outage or Site downtime (other than a Planned Outage or an Excused Outage) resulting in a total loss of Service at a Site where a Site is unable to transmit or receive data to or from other Sites via the Service, or where it is not possible to transmit internet data in one or both directions and which has been reported to Us in accordance with standard fault reporting procedures.

Fault Report means the report of a Fault either by You or Us that has been recorded on the call record at Our Business Technical Support Centre in accordance with standard Fault reporting procedures.

FTTC or **Fibre To The Cabinet** means a legacy circuit based on a combination of fibre optic and copper technologies (which has been superseded by a SOGEA Service).

FTTP Service or **Fibre To The Premise Service** means a Circuit based solely on fibre optic technologies.

HFC or **Hybrid Fibre-Coa**x means a Circuit using hybrid fibre coaxial cable.

Hosted Service Gateway means the network infrastructure offered to You as a hosted service provided by Us which facilitates the interoperability and communication between sites connected on IPVPN and/or SD-WAN Service.

IPVPN means internet protocol virtual private network.

LAN means local area network.

Local Service Gateway means devices hosted in Your sites which facilitate the interoperability and communications between sites connected on IPVPN and/or SD-WAN.

NGFW or Next-Generation Firewalls means the deep-packet inspection firewalls that move beyond port/protocol inspection and blocking to add application-level inspection, intrusion prevention, and bringing intelligence from outside the firewall.

NTE means the network termination equipment used for providing the Service.

NTE5C means the handoff point from BT where BT is used as the 3rd party circuit provider of SOADLS Service or SOGEA Service.

Network Termination Point means a point that marks the boundary of the Service. This is the LAN port on the CPE We use at Your Site or the vCPE on the Public Cloud Service to provide the SD-WAN Service. We will have no liability for any equipment beyond the Network Termination Point.

Offending Material means material, data, images or information which is: (a) defamatory, inaccurate, indecent, abusive, obscene, menacing or otherwise offensive; or (b) in breach of confidence, copyright or other Intellectual Property Right, privacy or any other right of any third party; or (c) in contravention of any law, regulation, code of practice or acceptable use policy, including without limitation the Computer Misuse Act 1990; or (d) which is likely to cause harm to the Communications Network or any other third party's system, including material, data, images or information containing a virus.

ONT or **Optical Network Termination** means a device installed to terminate the fibre path at the premises.

Other Wireless Technologies means any wireless communication technology, which We may integrate into Our wireless broadband network including, without limitation, the standards commonly known as:

a) WiMax;

b) 2.5G;

c) 3G;

d) 4G;

e) UMTS;

f) GSM;

g) UWB;

h) Bluetooth;

i) Near Field Communication (NFC);

j) Small Cell; or

k) LTE.

Outage Time means the sum total time of all Faults during the relevant calendar month.

Overlay Site means a site in Your network which has a CPE device provided by Us but only 3rd Party Circuits i.e. no connectivity provided by Us.

Password means the secret alphanumerical character string used to authenticate Your User's entitlement to log in to the Portal.

Premium Installation has the meaning given to it in Appendix 4 – Installation Types**.**

Privacy Policy means Our privacy policy which can be found at https://www.virginmediabusiness.co.uk/legal/privacy-policy/.

Planned Outages means any Service downtime scheduled by Us to carry out any preventive maintenance or upgrades to Service or Our Communications Network or caused by any services You request or authorise including without limitation, network redesign or reconfiguration.

Portal or **Portals** means the Analytics Portal Concerto Portal or Console Portal.

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Portal Terms of Use means the user access agreement that You have accepted in order to access the Analytics Portal, Concerto Portal or Console Portal relevant to your SD-WAN Service as described in Appendix 1 - Portal Terms of Use.

Premium Connectivity means ethernet Circuits provided by Us, which You have ordered to support the latency, jitter and packet loss performance targets outlined in Appendix 2 - SD-WAN Service Level Agreement.

Public Cloud Service means Microsoft Azure or Amazon Web Services.

Resilient means that the Service is provided over two or more Circuits to the Site.

Secure Electricity Supply means a safe and reliable power source for Service Equipment, which is compliant with applicable British Standards.

SD-WAN Service or **Service** means the software defined wide area network services which We provide to You under the Agreement.

SD-WAN Director means the control and management platform hosted by Us, which is used for the implementation, management and configuration of the Service and CPE.

Service Credits has the meaning given to it in the Service Level Agreement.

Service Description means the detailed standard SD-WAN product offering describing the SD-WAN Service that We may make available (either on Our Website or on request), and as We may update, from time to time without any liability to You.

Shift means where equipment used for providing the Service can be moved within Your Site from one internal location to another internal location.

SOADSL Service or **Single Order Asymmetric Digital Subscriber Line** means a Circuit based solely on copper technologies.

SOGEA Service or **Single Order Generic Ethernet Access Service** means a Circuit based on a combination of fibre optic and copper technologies.

Splice Point means the box installed on the outside of the external wall for FTTP.

Standard Installation has the meaning given to it in Appendix 4 – Installation Types**.**

Standard Connectivity means Circuits which You have ordered from Us and do not require support for the latency, jitter and packet loss performance targets outlined in Appendix 2 - SD-WAN Service Level Agreement.

User means, an individual that has been authorised by You to log into and use the Portals on your behalf**.**

Username means the username(s) designated to You and any User which is used to login to the Portal.

Technical Specification means Our guide that describes the minimum specification Customer Infrastructure must meet to support the SD-WAN Service, as set out in the Service Description, the Agreement or otherwise available on request.

vCPE means a virtualised edge router deployed by Us for use on Your Public Cloud Service.

We, Us, Our means, as applicable**,** Virgin Media Business Limited a company registered in England (registered number 01785381), registered office is at 500 Brook Drive, Reading, RG2 6UU.

Wireless Data Service means a type of connectivity service that gives the ability to access the Internet using Other Wireless Technologies as may be determined by Us from time to time.

You or "Your means the entity that has entered into the Agreement with Us under which access to the Portal is provided.

Versa Academy means the location of the Concerto Portal training found at https://academy.versa-networks.com/courses/versa-concerto-sd-wan/ as may be updated from time to time.

2. SD-WAN Service

2.1 The SD-WAN Service is offered as a managed service. We manage all elements of the service between the LAN ports of the CPE located on Your premises. The only exception to this is where You are using a 3rd Party Circuit (non-Virgin Media Business Limited provided). The SD-WAN Service is further described in the Service Description.

2.2 We reserve the right to add, alter, amend, substitute and/or withdraw any software, feature, version or instance (including the provider of such software) without prior notice or further liability to You, save as provided under clauses 21.3 to 21.5 (inclusive) of the Standard Terms and Conditions. Any software provided shall be licensed directly by Us and You shall only receive a limited licence to use such software directly in connection with the SD-WAN Services and subject to any software licence terms of use or other terms and conditions as may apply from time to time, unless We have agreed to provide You directly with licences to use the software pursuant to the Agreement. Additional terms may apply to any licensing of software under the Agreement.

3. Your Apparatus

As well as the provisions relating to Your Apparatus set out in the Agreement, the following apply.

3.1 Prior to the Customer Promise Date, You are responsible for getting all the computer and other equipment or services You need to use the Service properly.

3.2 You are responsible for maintaining the connection between Your network and the CPE We use on the Site to provide the SD-WAN Service.

3.3 If You require that We deploy vCPE in Your Public Cloud Service environment, You will be responsible for providing and configuring the Public Cloud Service environment to allow the installation of the vCPE by Us on Your Public Cloud Service which includes the configuration of the routing to the internet and within the Public Cloud Service and the provision of virtual machine or instance on Your Public Cloud Service complying with the requirements defined by Us.

3.4 You are responsible for securing, maintaining and testing of the Public Cloud Service environment and ensuring that the access to the vCPE management interface is limited for Our use only.

3.5 You are responsible for ensuring sufficient compute, storage, resilience is available on Your Public Cloud Service and compatible to support the vCPE including the provision of the virtual machine or instance specified by

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Us in Your Public Cloud Service for Our sole use of hosting the vCPE.

3.6 It is important to note that the standard provision of the vCPE does not require You to back-up Your Public Cloud Service environment. However, if You decide to back-up your Public Cloud Service environment, You acknowledge and accept that You shall be responsible for having the latest configuration of the Public Cloud Service environment backed-up and shall be responsible and liable for any issues, complications, or liabilities that may arise during the back-up process or the subsequent management of Your Public Cloud Service environment.

3.7 You must ensure that any 3rd Party Circuits are compatible with Our SD-WAN Services and are available and ready for use by the Customer Promise Date.

3.8 You must provide Us with complete and accurate Site details by no later than five (5) Working Days of the date of the Agreement (or such later date as agreed between the Parties) to enable Us to carry out and complete Site serviceability checks;

3.9 Where We are providing only overlay SD-WAN Service (such that the "underlay" Circuit is provided separately either by Us under a separate agreement or by a third party), You must (i) at all times have in place connectivity that meets the Technical Specification and is compatible with the SD-WAN Service and any Customer Infrastructure; (ii) ensure that all other services which may interfere with or delay the installation of Our SD-WAN Service are removed or suspended;

3.10 You must provide Us with such complete and accurate Configuration Information that We may require or request to configure and provide the Services. This must be completed and provided by You no later than 15 Working Days from the date of the Agreement.

Security Features

3.11 You are responsible for providing regular up to date information for allowed whitelists and blacklisted URLs for Your network traffic.

3.12 You are responsible for a complete and up to date list of devices and networks in scope for decryption.

3.13 You must abide by Our Data Protection and Privacy Policy and the Data Protection terms in the Agreement.

3.14 You are responsible for all responses and resolutions to security violations identified by the SD-WAN Service.

3.15 You are responsible for informing Us of network traffic volume changes which may require a change to flood thresholds.

3.16 You are responsible for providing the content required for configuration of NGFW security policies.

4. Delay and Suspension:

4.1 We will not be able to provide the SD-WAN Service if the pre-conditions in paragraphs 3.1 - 3.10 of these Special Terms have not been met and You shall be liable for any delay in providing the SD-WAN Service as a result of Your failure to meet the pre-conditions in clause 3.1 - 3.10 above.

4.2 Any breach, non-compliance or failure of the pre-conditions in paragraphs 3.1 - 3.10 of these Special Terms at any time during the Term may result in a delay to the Customer Promise Date or the installation of the SD-WAN Services and (i) We will have no liability to You in respect of such delay under the Agreement; and (ii) We shall be entitled to amend the Customer Promise Date as a result of such failure in accordance with clause 4.5 of the Agreement.

4.3 We may, without liability to You, suspend performance of Our obligations under these Special Terms if We become aware a pre-condition in paragraphs 3.1 - 3.10 of these Special Terms has not been met.

4.4 The Service will be logically connected to the Network Termination Point. You will be responsible for and bare all costs relating to: (i) connection of all Customer Infrastructure to the Network Termination Point; and (ii) configuration of all Customer Infrastructure for use with the SD-WAN Service. We will not be liable for any faults caused by or originating on Customer Infrastructure beyond the Network Termination Point.

5. Providing the Service - Survey

5.1 We will only provide the SD-WAN Service if the Survey (if applicable) is satisfactory.

5.2 Additional charges may apply if they are:

5.2.1 identified by the Survey;

5.2.2 necessary following a discovery of an irregularity which was not highlighted by the Survey when installing the SD-WAN Service; and/or

5.2.3 the result of You requesting, and Us agreeing to make a change to the SD-WAN Service when We are installing and connecting it,

then We will notify You of any such additional charges.

5.3 If You do not accept the additional charges notified under paragraph 5.2 of these Special Terms, You may immediately terminate the SD-WAN Service at the affected Site by giving Us written notice within seven (7) days of receiving notification of the additional charges. If You fail to provide notice of termination in accordance with this paragraph, You shall be deemed to have accepted, and will pay the additional charges.

5.4 If You do not keep an agreed appointment for Us to enter the Site in connection with carrying out a Survey, We may charge You any costs incurred (including a call-out fee).

6. Providing the Service - Installation

6.1 You accept the following in relation to installation of the Circuit(s):

6.1.1 any incorrectly wired extensions to Your existing master socket forming part of a Third Party network may be disconnected. You are liable for the relevant Third Party supplier's charges for any rewiring that the relevant Third Party agrees to do;

6.1.2 where the applicable Circuit is provided through a Third Party, the installation may be carried out by that Third Party;

6.1.3 We (or the applicable Third Party) will make its appointment(s) with You for installation and configuration of the SD-WAN Service to take place on a Working Day, at a time agreed between Us and You;

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6.1.4 You will provide the engineer access to the Site at the time agreed between You (or the applicable Third Party) and Us; and

6.1.5 to install the SD-WAN service, ONT equipment may need to be installed outside and inside the premises at a Site, within proximity to a power supply.

6.2 Notwithstanding the type of Circuit(s) requested by You, You acknowledge that there are technical limits which might prevent Us from being able to provide, or limit the manner in which We are able to provide a Circuit, including but not limited to the following:

6.2.1 access to the Circuit(s) may not be provided to You if You already receive some services from another communications provider. We will use reasonable endeavours to let You know if any service You receive from another communications provider means that WE cannot provide the SD-WAN Service; and

6.2.2 some technical limits within third-party operators' networks may not be discovered until after installation, in which case We may need to withdraw the Circuit(s).

6.3 You accept that the technical limits may hinder the installation and activation of SOADSL Service, SOGEA Service or FTTP Service and that having BT equipment does not guarantee that the SOADSL Service, SOGEA Service or FTTP Service can be successfully activated. You acknowledge and agree that We will not be liable in respect of the same.

6.4 For the SOGEA Service there is a ten (10) day 'stabilisation period' starting on the Service Start Date. During these periods, the Service Levels for the relevant SD-WAN Service will not apply and You should not report any Faults.

6.5 We may cancel a Circuit if, after We have placed an order for You with an applicable Third Party for the Circuit, We and You cannot agree an installation or activation date within thirty (30) days of the date the Third Party accepted the order. You must indemnify Us for all costs (including third-party cancellation charges) arising as a result of the cancellation.

6.6 We will use reasonable endeavours to put applicable Equipment where You want it, but Our decision on where to put the Equipment will be final and binding.

6.7 When selecting SOADSL Service, two different installation types are available; Standard Installation or Premium Installation. When selecting SOGEA Service or FTTP Service, three different installation types are available; Standard Installation, Premium Installation or Advanced Installation. Each subsequent installation type accommodates increasing levels of complexity, and it is Your responsibility to advise of the required installation type. The installation types available are further detailed in Appendix 4 - Installation Types. If it is then later determined at the installation appointment, that a different more complex installation type is required, then the installation appointment and the Customer Promise Date shall be rescheduled and a failed site visit charge will become immediately payable by You in addition to any additional charges that may apply.

6.8 If, after placing an order for Our HFC, SOADSL Service, SOGEA Service or FTTP Service, You choose during the delivery of the Service to cancel the order prior to the Service Start Date, then You agree to pay Us a minimum amount of £50 as a Cancellation Charge, in addition to any third party costs already incurred and in addition to any civils or construction costs already incurred.

6.9 If, after placing an order for ethernet, You choose during the delivery of the Service to cancel the order prior to the Service Start Date, then You agree to pay Us a Cancellation Charge as set out on Our Website in addition to any third party costs already incurred and in addition to any civils or construction costs already incurred.

7. Providing the Service - Access to Site

7.1 In order for Us (or Our Third Party supplier(s)) to meet its obligations under the Agreement, after giving You reasonable notice (except in an emergency) You must:

7.1.1 allow Us to carry out work in connection with installing, maintaining, adjusting, repairing, moving, replacing, renewing or removing the Services Equipment at or on the Site (or Your other applicable premises as are necessary) including the work set out in paragraph 6.1;

7.1.2 provide a safe and suitable working environment for Us at the Site (or Your other applicable premises as are necessary); and

7.1.3 not use the Site (or other applicable premises) in any way that would make it significantly more difficult or expensive for Us to exercise its rights under this paragraph.

7.2 If the terms of any Site access agreement You have entered into with Us or any of Our Group Companies is inconsistent with paragraph 7.1, the terms of the Site access agreement will take priority.

7.3 Any person who allows Us to enter the Site or other premises or land will be considered to have Your authority to grant Us entry.

7.4 When exercising any of its rights under paragraph 7.1, We will cause as little damage as reasonably possible and will make good any damage that We cause at the Site.

7.5 Paragraphs 7.1 to 7.5 will apply for as long as is necessary for Us to exercise Our rights to disconnect any Services Equipment and remove it from the Site, other premises or land, even if the Agreement has expired or is terminated.

8. Providing the Service - Permissions or Wayleave

8.1 You must (at Your own expense), get or provide any permission or wayleave We may need to exercise Our rights under this paragraph 8 or to otherwise enable Us to provide the SD-WAN Service. We will have no liability to You if You cannot get the necessary permission or wayleaves.

8.2 In connection with any permission or wayleave given in line with paragraph 8:

8.2.1 You must make sure that Your employees follow all of Our (or the applicable Third Party's) reasonable instructions; and

8.2.2 We must make sure that Our employees follow all of Your or a Third Party's reasonable instructions.

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9. Providing the Service - Site Requirements

9.1 You must provide (at the Your expense) appropriate space, power, ducting and environment for Us to install and maintain the Equipment at the Site. You must make sure that You make any necessary preparations before the Equipment is connected, and You must follow any instructions We give to You on making those preparations.

9.2 If, on any agreed date, You fail to:

9.2.1 take delivery of, or allow Us (or a Third Party supplier as applicable) to install, the Equipment; or

9.2.2 allow Us (or Third Party supplier as applicable) to carry out any work at the Site, We may arrange storage for the Equipment at Your risk (meaning that We will not be liable for any loss or damage arising while the Equipment is in storage). You will have to pay the reasonable costs of the storage and We may charge You a call-out fee and any reasonable costs arising as a result of Your failure to comply with this paragraph 9.2.

9.3 Unless We agree otherwise with You in writing, there must be a Secure Electricity Supply available at the Site, at the points and with the connections We specify, for installing, using and maintaining the Equipment. If You need the SD-WAN Service to continue uninterrupted in a power failure, You must provide back-up power which meets the requirements of the relevant British Standards. We will not be liable for Faults arising in the SD-WAN Service or Equipment as a result of a power failure within the Site.

Technical Limitations

9.4 You accept the following technical limits relating to the SD-WAN Service.

9.4.1 It is technically impractical to provide the SD-WAN Service free of faults, and We do not guarantee to do so. If there is a Fault in the SD-WAN Service, You should report it by phoning the customer support number set out in the user documents or any other number We specify from time to time, or through any other facility for reporting Faults. We will then use Our reasonable efforts to explain how You can correct the Fault yourself, or to repair the Fault in line with the Agreement.

9.4.2 The SOADSL service, SOGEA Service and FTTP Service cannot be provided to You if You already receive these services from another communications provider. We will use Our reasonable efforts to let You know if any service You receive from another communications provider means that We cannot provide the SD-WAN Service.

9.4.3 the SD-WAN Service may emit an electromagnetic field which may effect the performance or speed of other adjacent equipment at the Site.

9.4.4 where You are using SOADSL Service, SOGEA Service, FTTP Service or Our HFC, burst rates depend on the specific manner of accessing the SD-WAN Service, and may be reduced.

9.4.5 where You are using SOADSL Service, SOGEA Service, FTTP Service or Our HFC, bandwidths are not guaranteed and cannot be known until the Circuit(s) are live and tested.

9.4.6 Where You are using SOADSL Service, SOGEA Service, FTTP Service or Our HFC, You acknowledge that the network is configured to distribute bandwidth between all subscribers in accordance with Your respective bandwidth subscriptions, and is subject to the constraints of the network and Services Equipment delivering the SD-WAN Service.

9.5 We shall not be liable (in contract, tort (including negligence), breach of statutory duty or otherwise howsoever arising) for any loss or damage associated with the failure of Your third party provided equipment (including but not limited to any alarm system), to the extent such failure is a direct result of a change in the environment and/or internal infrastructure of Your third party provided equipment due to the installation of a SD-WAN Service, after You are connected to the SD-WAN Service.

9.6 Where the Customer is using SOADSL Service, SOGEA Service, FTTP Service or Our HFC, You acknowledge that the SD-WAN Service does not provide for You to make or receive telephone calls, including calls to the emergency services. You shall keep a mobile phone available and charged and use such mobile phone to call the emergency services in the event that such a call is required.

We will not be liable to You for any of these technical limits.

9.7 You also acknowledge that there may be other technical limits which We will not be liable for. We will use Our reasonable efforts to keep You informed of any technical limits.

9.8 We can cancel the SOADSL Service, SOGEA Service or FTTP Service if, after We have placed an order for You with BT, You and We cannot agree an installation or activation date within thirty (30) days of the date BT accepted the order. You must indemnify Us for all costs (including third-party cancellation charges) arising as a result of the cancellation. Clause 15.5 of the Standard Terms and Conditions will not apply to Your responsibility under this clause 9.8.

9.9 If there is a Fault in the SOADSL Service, SOGEA Service or FTTP Service, You must report this to Us, not BT, in line with any Service Level Agreement. If a fault is not due to the SD-WAN Service or We have not been able to diagnose it remotely, because You have not met the requirements of clause 6.6 of the Standard Terms and Conditions, You must pay Our charges for investigating the fault.

9.10 We will not be liable for any loss or damage associated with your alarm system failing after You are connected to the SD-WAN Service.

9.11 You accept the following limitations relating to the mobile operator networks We use to provide the SD-WAN Service, or the Other Wireless Technologies which may be used in providing the Wireless Data Service.

9.11.1 Network coverage;

9.11.2 Weather conditions;

9.11.3 Volume of usage by others using the network;

9.11.4 The mobile operator's management of their network; and

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9.11.5 Other environmental, technical or operational factors.

We will not be liable to You for any of these limitations.

You accept that there may be other limitations which We will not be liable for. We will use Our reasonable efforts to keep You informed of any other limitations.

9.12 You accept that, despite the results of any Survey or inspection We carry out, technical limits may hinder the activation of the Wireless Data Service and that having Equipment installed at Your Site does not guarantee that the Wireless Data Service can be activated. We will not be liable for this. You agree that if the Wireless Data Service cannot be activated, We can charge You a standard engineering fee (at Our prevailing standard rate as may be updated from time to time) for installing and removing Equipment.

9.13 You accept that where We provide You with existing connectivity to a Site, We may re-purpose and re-configure that connectivity to provide an SD-WAN Service, unless You explicitly tell Us otherwise. Where You opt to retain the use of Your incumbent IPVPN Circuit provided by Us, You accept that You will be subject to the service level agreement laid out in the Agreement relating to that Circuit (including the service credit regimes therein) – no other service level agreement will apply to Your service. You accept that We will not support any testing requested by You of specific features.

9.14 If, during the installation or delivery of the SD-WAN Service, events beyond Our reasonable control (as set out in clause 20 of the Standard Terms and Conditions) result in Us being unable to install, deliver or provide Services at a certain Site, We shall (subject to paragraph 9.15 of these Special Terms) have the right to terminate Services to that Site without further liability to You. You shall not be charged any Cancellation Charges where We have exercised Our rights under this paragraph 5.13 in respect of a particular Site. Cancellation of a Site under this paragraph 9.14 shall be without prejudice to Your rights and Our obligations in respect of all other Sites, which shall continue and be provided in accordance with the terms of the Agreement.

9.15 Where circumstances arise that would give to Our right to terminate or cease Services at a Site under paragraph 9.14 of these Special Terms, We will use Our reasonable endeavours to identify an alternative like for like service or solution to resolve, bypass or overcome any events beyond Our reasonable control that result in Us being unable to provide the SD-WAN Service to the relevant Site. We shall notify You of any such alternatives, including any addition or increase to the charges that will arise from such alternative. You shall confirm to Us in writing within five (5) Working Days of receipt of notification of any alternative services confirming whether the alternative (including any amendment to the charges) is agreed and accepted by You. If such amendment is rejected by You or not accepted within five (5) Working Days, We shall not implement the alternative solution or service and shall be entitled to cease the SD-WAN Services at the affected Site under paragraph 5.13 of these Special Terms above without further liability to You.

10. Service Commencement Date and Paying for the Service

10.1 You accept that different parts of the Service may start at different times.

10.2 We can start charging for a particular Service (or any part of it) from the Service Commencement Date.

10.3 We will invoice the Connection Charges for each ordered Service (or any part of it) on or around the Service Commencement Date of the relevant Service (or any part of it), or any other date We specify.

10.4 If We have agreed to invoice You on a 'key site billing' basis (where We agree that We will not invoice You until services are installed at a key site specified in the clause 9 of the Standard Terms and Conditions), for services at or to any Site that is not the key site, the SD-WAN Service will be considered to be ready to use from:

10.4.1 the date Our Acceptance Tests for the SD-WAN Service at or to that Site were successfully completed; or

10.4.2 the date Our Acceptance Tests for the SD-WAN Service at or to the key site were successfully completed;

whichever is later.

11. Connectivity and installation of the SD-WAN Service

11.1 Connectivity for SD-WAN Services:

11.1.1 Where We are providing SD-WAN Services, You shall keep Circuits in place and will be responsible for all costs and charges associated with the Circuits, including any changes required to ensure the Circuits meet the Technical Specification.

11.1.2 You acknowledge that a service failure, Fault, unavailability or outage of the Circuit (including but not limited to any expiry or termination of such connectivity) will cause a Service failure, Fault or Outage Time of the SD-WAN Service, and that We will not be liable for any Service failure, Fault or Outage Time of the SD-WAN Service caused by any connectivity, or any Service Credits in respect thereof.

11.1.3 We may cancel the SD-WAN Service and You will pay the Cancellation Charges if the connectivity does not meet the Technical Specification or has been cancelled.

11.1.4 If You terminate, cease or fail to maintain connectivity during the term of the SD-WAN Service and do not replace or reinstate such connectivity, the SD-WAN Services shall not be accessible or available and We shall have no liability to You during such unavailability (as outlined in paragraph 7.1.211.1.2 of these Special Terms). The charges for the SD-WAN Services shall continue to be due and payable by You during any such period of unavailability as a result of any failure or termination of the connectivity.

11.2 Installation:

11.2.1 We shall notify You when the SD-WAN Service at a Site are ready for installation and seek to agree a date with You for Us to attend the relevant Site and conduct the installation. If We cannot agree an installation date with You within thirty (30) days of the date that We inform You

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that We are ready to install, then We will cancel Your order and You must indemnify Us for all costs, including third party cancellation charges.

11.2.2 Within 15 Working Days of the Customer Promise Date, You must make all relevant technical information available to Us that We may require or request to support the design and configuration and delivery of the SD-WAN Service. Failure to do so may result in delays to installation (which shall be deemed a breach by You) and/or additional call outs (at Our prevailing call out Charge at that time) to resolve any issue, correct any information provided or install the Services. You shall be liable for all charges incurred as a result of such delay or additional call out.

12. Equipment and Customer Infrastructure

12.1 You must provide all Customer Infrastructure required for Users and End Users to access and use the SD-WAN Service.

12.2 You acknowledge that any Equipment or Purchased Equipment deployed as part of the SD-WAN Service is for business purposes only and may cause interference with any household or domestic equipment or hardware that may also be deployed at a Site. We shall have no liability in respect of any such interference.

12.3 We reserve the right to change, alter, amend or substitute any equipment used in connection with any SD-WAN Service without notice or further liability to You, provided such alteration or substitution is not to Your material detriment. If any proposed change would be to Your material detriment, the provisions of clause 21.5 of the Standard Terms and Conditions shall apply to such change. Where any such change, alteration, amendment or substitution requires access to a Site, We shall give You as much notice as reasonably practicable in the circumstances and You agree that We shall be granted access to such Site for such purpose without delay. Failure to grant Us access to a Site for such purpose may result in Service interruption, performance degradation or outage, for which We shall have no liability.

12.4 Where a change to the SD-WAN Service or any Equipment is required to support the use of any Customer Infrastructure (including any Purchased Equipment) and We are able to make such change, You must submit a change request to Us and pay any additional charges due in respect of Our carrying out such change.

12.5 In deploying the SD-WAN Service, We may agree to repurpose any existing Customer Infrastructure or other existing service (whether provided by Us or any third party) to provide You such Service. We shall only agree to do so in writing and at Your express instruction. You accept that any repurposing of existing Customer Infrastructure or other existing services may impact or alter the functionality, quality or operation of such Customer Infrastructure or existing service (including to its material detriment) and We shall have no liability in respect of such impact or alteration.

12.6 Where any Circuit provided by Us under the SD-WAN Service is based on any technology other than HFC or ethernet, You shall be responsible for maintaining Your master socket for such technology. If required on installation of the SD-WAN Service We will repair, at Your cost and with Your prior consent, any incorrectly wired extensions to Your existing master socket.

13. Changes to Service

13.1 Subject to clause 21 of the Standard Terms and Conditions, any changes You request in writing shall be charged in line with the charges set out in the Agreement. Any changes required that are not itemised in the Agreement will be priced on application. In this scenario Your written agreement to these charges will be required before any change is actioned. Save for not carrying out any changes strictly in accordance with your written instructions, We shall not have any liability to You in connection with any such changes.

13.2 You must accept any additional charges due in respect of a requested change in writing within five (5) Working Days of Us notifying You of such charges. Failure to confirm additional charges within this time shall result in Your change request being rejected and no change to the SD-WAN Services shall be undertaken.

14. Portal Use and Online reports

14.1 The following provisions shall apply where We make any Portal or digital tool(s) available to You as part of or in connection with any SD-WAN Service.

14.2 Portals are made available to You on an “as is” basis and We provide no guarantee, warranty or other commitment regarding any availability or functionality of the Portals at any time. Portals shall not be included within the scope of any Acceptance Tests.

14.3 You accept that We may not be able to provide online reports as part of the Service, or that any online reports may contain some inaccuracies or be delayed. We will not be liable for this.

14.4 A Portal may enable You to make changes to an SD-WAN Service. Where You use the Portal to make any change to an SD-WAN Service, including any configuration changes, You shall be solely responsible for such changes and We shall be held harmless against, and have no liability to You for, (i) any delay, non-performance or damages howsoever caused, including but not limited to any breach of clause 4.12 of the Standard Terms and Conditions; (ii) any additional costs or charges incurred as a result of such change(s) (including any cost of rectification or reversal of such change) and/or (iii) any use of the Portal or the SD-WAN Services by any User.

14.5 The Portals are excluded from the Service Level Agreement that We provide to You. In the event of a service outage, We will use all reasonable endeavours to bring the Portals back online as soon as possible.

14.6 You will not receive advance notice of tactical or urgent changes that are required to the Portals.

14.7 We may alter, amend, substitute, add and/or withdraw a Portal or any function, feature or element thereof (including their look and feel) at any time without prior notice or further liability to You. The provisions of clause 21.3 of the Standard Terms and Conditions shall not apply to any alteration, amendment, substitution, addition and/or withdrawal of a Portal or any function, feature or element thereof and You shall have no right to terminate the Agreement as a result of such action.

14.8 You accept that We may be required to undertake maintenance or other work on any Portal from time to time

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and that, as a result, the Portal may be inaccessible and/or unavailable for a period of time. We will not notify You in advance of any such downtime and shall have no liability to You during any period of unavailability. We shall use Our reasonable endeavours to carry out any Planned Outages on any Portal on Working Days). You may request that We make changes to the Concerto Portal on Your behalf during any periods of inaccessibility in accordance with this clause 14.8 and We will use Our reasonable endeavours to make such changes.

14.9 In order to use Portals You and each User must accept the Portal Terms of Use, as may be updated from time to time. Our Portal Terms of Use may be provided to You in writing for Your approval or made available on the Portal on a "click-through" basis. Where the Portal Terms of Use is presented directly through the Portal, use of the Portal by You or any User shall be deemed acceptance by You of such user agreement. In the event of improper use (including by any User) of the Portal, or any use in breach of Our Portal Terms of Use, You shall indemnify Us in full for any liability pursuant to Clause 11.4 of the Standard Terms and Conditions.

14.10 We reserve the right to log in to or access any Portal to enable Us to assist with delivery or support issues in respect of a SD-WAN Service, to monitor performance of the Portal or to verify compliance with Our Portal user agreement by any User.

14.11 You shall:

14.11.1 not attempt to exploit or reverse engineer any part of the Portal or any SD-WAN Service or gain access to the account(s) of any other user or Our customers;

14.11.2 not share login information to the Portal between Users or with any third party; and

14.11.3 notify Us immediately once a User has left Your organisation.

14.12 Portal functionality may be made available to You by granting You access to certain or additional websites or tools. These may be updated from time to time without notice to You. It is Your responsibility to access, subscribe or download those tools or websites in order to use the Portals or their latest versions, and to receive any update or communication issued through such tools and/or websites, and We shall have no liability to You where the functionality of any Portal, or Your use thereof, is impeded, reduced or revoked as a result of Your failure to obtain the latest version of the Portal or to monitor updates or communications issued through it.

15. Wireless Data Service

15.1 Paragraph 15.2of these Special Terms applies if the Wireless Data Service is configured as the back-up circuit of a Resilient service or is configured as a second access circuit.

15.2 The Wireless Data Service may be used for providing a back-up between Your remote Sites and Your key Site (or head office Site) and the Internet or may be used as a secondary circuit.

15.3 The infrastructure of the SD-WAN Service is configured to provide data services, it does not provide call services. If You find a vulnerability that allows You to make calls, and You incur Call Charges We will not be liable to You for any Call Charges incurred and We will not refund any Call Charges You have to pay whatsoever.

16. Acceptable Use Policy

16.1 You (and You must procure Your Users and End Users) must use the SD-WAN Service in accordance with the Acceptable Use Policy.

16.2 As part of the SD-WAN Service, We may make professional services available to You to implement configuration changes. Where such configuration changes are capable of being carried out through a self-service mechanism, We reserve the right to apply additional charges where You request that We perform those changes on Your behalf. Where configuration changes are not available via self-service, We may elect, but shall not be obliged, to provide such services without charge. Any such provision of services, whether with or without charge, shall be subject to fair usage, as determined by Us in Our sole discretion. In the event We determine that the volume or nature of requested changes is excessive, non-standard, or inconsistent with fair usage, We may, upon notice to You, impose limitations, conditions, or charges for any such configuration changes We perform.

17. Decommissioning

17.1 On expiry or termination of the Agreement for any reason, in respect of any CPE located at a Site, We may (at Our sole and absolute discretion):

17.1.1 attend the relevant Site to recover the CPE;

17.1.2 direct You to return the CPE to Us at or to a designated address; or

17.1.3 request You dispose of or deal with the CPE in a particular manner or any other way, provided that We shall be responsible for the cost of recovering the CPE and/or shall reimburse Your reasonable postage or disposal costs (if applicable) that have been agreed with Us in writing in advance.

Where We elect to recover the CPE from any Site, clause 8 of Standard Terms and Conditions shall apply and You shall ensure We are granted access to the relevant Site for the purposes of recovering the CPE. If, on any agreed date, You fail to allow Us to recover the CPE at a Site We may charge You a call-out fee and any reasonable costs arising as a result of Your failure.

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Appendix 1 - Portal Terms of Use

1 Background

This document or "Portal Terms of Use" tells You about Our Portals and sets out the rules which You must follow when accessing or using the Portal(s). We've done Our best to cover everything which You might need to know about Your use of the Portal(s) within this document, so please read it carefully before You use or access the Portal(s) or invite or allow permitted Users to access or use the Portal(s). If You have queries in connection with these Portal Terms of Use, just call Our customer services team on 0800 052 0800 or contact your relevant account manager.

Your acceptance of these Portal Terms of Use

We allow You to access and use the Portals only in accordance with these Portal Terms of Use, which We may update from time to time in accordance with paragraph 13 of these Portal Terms of Use. By accessing and using the Portals and permitting Users to access and use the Portals, You accept and agree to be legally bound by these Portal Terms of Use and all other terms referenced within these Portal Terms of Use, as amended from time to time.

If You do not accept and agree to be bound by these Portal Terms of Use, You should not access or use the Portals or permit Users to access or use the Portals. In addition, You must navigate away from the login page and ensure that Users do not have access to, and cannot use, the Portals.

Use and Access

You are solely responsible for all User access to, and use of, the Portals and We will assume You have given Users the authority to access the Portals. You represent and warrant that You have advised Users of these Portal Terms of Use, the Agreement and any other agreements or policies relevant to the User's access and use of the Portals and that Your Users have accepted all such terms and have read and will comply with all policies applicable to their use of and access to the Portals. You further warrant that You have made all Users aware of any settings within the Portals which may have an impact on how their personal information is processed and that You have all necessary consents and notifications in place for ensuring that the transfer and use of User personal information under these Portal Terms of Use is lawful and that without taking any further steps, We may use such personal information in accordance with clause 10 of these Portal Terms of Use and Our Privacy Policy.

Our Right to Amend

We may amend these Portal Terms of Use from time to time. Every time You wish to use or access the Portals, please check these Portal Terms of Use to ensure You understand the terms which apply at the time of Your use and access.

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When and How these Portal Terms of Use Apply

These Portal Terms of Use apply to You and your permitted Users, unless otherwise expressly stated. You are responsible for ensuring that all Users who access and use the Portals are aware of these Portal Terms of Use and all other applicable terms and conditions, and that they comply with them.

These Portal Terms of Use do not cover terms which relate to Our provision of Services or products to You. Where You have purchased Services or products from Us, You should read these Portal Terms of Use together with Our Standard Terms and Conditions or the individual agreement which We have in place with You for the provision of such Services and products and any other terms notified to You from time to time.

Depending on the Service You have purchased from Us, We may grant You access to different features of the Portals. Access to the Portals and its features shall be granted at Our sole discretion and may be withdrawn, restricted or suspended by Us at any time. We will try to give You reasonable notice of any suspension, restriction or withdrawal, however, this may not always be possible.

Please refer to the Agreement to confirm Your permitted authorisation level and the permitted authorisation level of each of Your Users in respect of the Portals. We may change and update Your authorisation level and the features available to You in respect of the Portals from time to time in order to reflect changes to Our Services, products, features, Your needs, Our business priorities or for any other purpose. We will try to give You reasonable notice of any major changes, however, You understand that it may not always be possible for Us to do so.

2 Portal Terms of Use

2.1 The Portals are provided to You as part of the Service We provide under the Agreement. These Portal Terms of Use which apply to Your access and use of the Portals should be read together the Agreement. Where these Portal Terms of Use conflict with the Standard Terms and Conditions, these Portal Terms of Use shall prevail to the extent of the inconsistency.

2.2 These Portal Terms of Use apply from the date on which You or a User first accesses or uses the Portals and shall automatically cease on the date on which Our Agreement with You has terminated or expired (whichever is the earlier). You must cease, and ensure that each User ceases, to use and access the Portals immediately upon termination or expiration of Our Agreement (whichever is the earlier).

3 Use of the Portals

3.1 Subject to Your full compliance with these Portal Terms of Use and Our Agreement with You, We grant to You a non-transferable, non-exclusive

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license during the term of Our Agreement with You to access and use and to allow Users to access and use the Portals in accordance with these Portal Terms of Use.

3.2 Except where expressly stated within these Portal Terms of Use, You have no right (and shall not permit any User or third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Portals in whole or in part without Our prior written consent.

3.3 You may not use or access any part of the Portals where You do not have authority to do so, nor shall You interfere with, damage or disrupt any part of the Portals or any software used in the provision of the Portals.

3.4 You may only configure Your SD-WAN Services as authorised in the Agreement and You must not bypass, or attempt to bypass, any controls, restrictions or other limitations imposed by the Portals. You must not access, or attempt to access, any information or reports provided through the Portals in respect of any service, system or device not related to the Service or Our Agreement with You.

3.5 We have the right to remove any Customer Content which is uploaded to the Portals if, in Our opinion, such Customer Content does not comply with applicable law, these Portal Terms of Use and for any other reason.

3.6 You are solely responsible for securing and backing up Customer Content. We will not be responsible or liable for any loss of Customer Content.

3.7 You agree and warrant that You will not upload, post or otherwise transmit any Customer Content which:

(a) breaches or infringes the rights of others, including, without limitation, any statements which may defame, harass or threaten others;

(b) You know to be false, misleading or inaccurate;

(c) breaches applicable law;

(d) is protected by copyright, trade mark, trade secret, right of publicity or other proprietary right without the express permission of the owner of such copyright, trade mark, trade secret, right of publicity or other proprietary right. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, trade secrets, rights of publicity, proprietary rights or any Intellectual Property Rights or any harm whatsoever resulting from or connected to Customer Content;

(e) contains any unsolicited or unauthorised advertising or promotional materials with respect to products or services;

(f) uses, processes, discloses or provides the personal data of others without a lawful basis for doing so; and

(g) uses any Offending Material.

3.8 You understand that You are solely responsible for Customer Content and that We do not endorse any Customer Content uploaded to the Portals. You shall not represent or suggest in any way that We endorse any Customer Content without Our prior written consent.

3.9 You shall not post or otherwise transmit, and shall not allow to be posted or otherwise transmitted, any Customer Content, software or other materials which contain a virus, trojan horses, malicious software, or other harmful or disruptive component.

3.10 You must ensure that any device used to access the Portals is secure and protected against viruses, trojan horses, malicious software and similar destructive, disruptive or nuisance.

3.11 You will be liable to Us and shall fully indemnify Us for any breach of this paragraph 3. This means You will be responsible for any loss or damage We suffer as a result of Your breach of this clause 3.

4 Additional Terms of Use for the Concerto Portal

4.1 All terms and conditions outlined under these Portal Terms of Use shall also apply to the Concerto Portal, except where explicitly stated otherwise.

4.2 The Concerto Portal is charged on a per-site basis, depending on the total number of SD-WAN Sites.

4.3 You may choose to opt-in for the Concerto Portal either during the initial service activation or at a later stage. Once enabled, the Concerto Portal will remain active for the duration of the Agreement.

4.4 You may make configuration changes available to You through the Concerto Portal. Alternatively, You can request Us to perform these changes on Your behalf, which will be charged at a rate advised to you on request.

4.5 You must use appropriately skilled and experienced individuals to manage SD-WAN Service configurations via the Portal.

4.6 Concerto Portal training is available to You free of charge via the Versa Academy.

4.7 You have full responsibility for any configuration changes made by You within Your network. We will not be responsible or liable for any misconfigurations, service disruptions, outages, availability or performance issues resulting from changes to the SD-WAN Service configurations made by You.

4.8 If You make configuration changes that result in service disruption or performance issues as described in paragraph 4.7, We may provide support to restore service upon request, subject to the availability of the relevant support team, which may not be available outside standard working hours.

4.9 Any support provided by Us to troubleshoot or rectify issues caused by changes initiated by You will be chargeable at a rate advised to You . The issue will be resolved first, and the charges will

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then be determined based on the effort required for remediation.

4.10 For system critical changes, You will have read-only access to Your environment but will be restricted from making certain critical system changes.

4.11 We reserve the right to revoke Your access if unauthorised changes are detected.

4.12 Only certain configurations will be made available to you, a full list of which can be found in the Service Description or any relevant documentation provided to You by Us.

4.13 Upon delivery of a Site, You shall have full administrative control and the ability to make configuration changes through the Concerto Portal. However, You acknowledge and agree to refrain from making any configuration changes for a period of 48 hours following Site delivery to allow for service validation and ensure operational integrity. Any modifications undertaken during this period shall be at Your sole risk, and We shall not be liable for any resulting service degradation or disruption.

4.14 Where You require assistance in performing such changes during the delivery process, such support shall be provided exclusively through Our professional services offering and shall be chargeable a rate advised to you on request.. For the avoidance of doubt, installation engineers responsible for provisioning the Sites shall not be responsible for providing training, demonstrations, or configuration assistance on the Concerto Portal during the Site delivery process. All requests for such support must be directed to Your account manager.

4.15 Upon completion of Site delivery and the conclusion of the installation window, all support requests, technical queries, or issue escalations must be directed through the designated support channels as advised to You by Us.

Daily Logging Data Capacity

4.16 The Concerto Portal, through its Analytics feature, provides visibility into SD-WAN service logs, which are subject to a daily log volume limitation This limitation is calculated at a maximum of 26,000 log entries per deployed CPE device per 24-hour period (from 00:00 to 23:59).

4.17 This daily log capacity is measured at the aggregate customer level across all deployed CPEs. For illustrative purposes, if the Customer has 100 deployed CPEs, the total allowable daily log volume would be 2,600,000 log entries (100 × 26,000).

4.18 Any log data generated beyond this daily capacity may not be captured or retained by the Concerto platform. No additional logging capacity is included as part of the standard Service.

4.19 This limitation reflects the current technical capabilities of the platform and may be subject to change in future Service updates or releases. The Service Provider shall have no liability for any loss of log data resulting from log volumes that exceed the applicable daily capacity.

5 Our Rights in Your Content

5.1 Any Customer Content which is uploaded to the Portals by You will be considered confidential between You, the Users and Us. You retain all of Your ownership rights in Customer Content, but You agree to grant Us a royalty free, irrevocable licence to view and not edit or amend that Customer Content to and for use for Our internal purposes only.

5.2 You warrant that You indemnify and hold Us harmless from against all loss, expense, damages and costs not incurred by Us in respect of any claims in respect of any breach or alleged breach of any (including third party) Intellectual Property Rights relating to Customer Content.

6 Information We Provide to You

6.1 Where You request that We provide information to You through the Portals, We shall use reasonable efforts to consider Your request as soon as practicable and, taking into account the complexity and nature of the request, We may or may not agree to provide You with the information requested. Where We agree to provide You with requested information through the Portals whether as part of the Service or not, You may view such information as soon as We make it available in the Portals.

6.2 Although We will make reasonable efforts to provide You with requested information as soon as reasonably practicable, We do not guarantee that all information requested will be made available to You or that it will be made available to You immediately, or if provided, the information is accurate or correct, or Your access to such information will be uninterrupted and permanently available. We may remove any information, content and reports from the Portals at any time and for any reason.

6.3 Any rights and licences on the information which is uploaded to the Portals by Us is set out in paragraph 13 of these Portal Terms of Use.

7 Service Configuration and Service Levels

7.1 The Portals is provided to You on an 'as is' basis. We will operate the Portals in accordance with good commercial practice however We do not guarantee that the Portals will be secure or free from bugs or viruses or that the Portals, or any content on it, will always be available or be uninterrupted.

7.2 You are responsible for configuring Your information technology, computer programmes and platform to access the Portals. You should ensure that any devices including computers, laptops, tablets and mobile devices used to access the Portals are appropriately secured and protected against security threats. We will not be liable for any breach of security affecting the Portals or SD-WAN Services determined to have been caused by a failure to appropriately secure Your information technology. We reserve the right to disconnect any device which We consider to be a security threat

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and You agree to comply with Our reasonable instructions to do so.

7.3 You must not misuse the Portals by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to or allow Users to attempt to gain unauthorised access to, the Portals, the server on which the Portals are stored or any server, computer or database connected to the Portals. You must not attack the Portals, or allow the Portals to be attacked, via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, You would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and We will co-operate with those authorities by disclosing Your identity to them. In the event of such a breach, Your right to use the Portals will cease immediately.

7.4 You acknowledge and agree that We shall have no liability for any failure in Your use of the Portals due to configurations made by You in the Portals (where applicable to your permitted use of the Portals). In addition, We may, at Our sole option, charge You for fixing any configuration.

7.5 You are responsible for any unauthorised service affecting configurations made by You or Users and shall be fully responsible for, and shall fully reimburse Us for, all costs which We incur as a result of any service affecting configurations requiring Our intervention. We may also, at Our sole option, charge You for fixing any configuration.

7.6 You acknowledge and agree that access to the Portals is not associated with and is independent from the Agreement and any other SD-WAN Service Level Agreement which You have with Us. Your Service Level Agreement in relation to the SD-WAN Service can be found in the Agreement.

8 Users

Where You have asked Us to provide user accounts allowing Users to access and use the Portals or where You have created user accounts for Users, We assume You have given Users authority to access and use the Portals and You will be responsible for their acts and omissions with respect of their use of the Portals.

You must ensure that Users comply with these Portal Terms of Use. Although We reserve the right to review Users conduct for compliance purposes, We have no obligation to do so. We are not responsible for any Customer Content or the way You or Users choose to use the Portals.

You are solely responsible for Your access and use and Users access and use of the Portals.

By logging into and by using the Portals, all Users accept, and agree to be bound by these Portal Terms of Use. If any User does not wish to be bound by these terms, the User must navigate away from the login page and must not log into and must not use the Portals. You must ensure that all Users have agreed to these Portal Terms of Use. You warrant not to allow any person to access the

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Portals without confirming their acceptance of these Portal Terms of Use.

You undertake not to use or permit (whether knowingly or unknowingly), anyone to use the Portals in breach of these Portal Terms of Use or any applicable Acceptable Use Policy.

You will:

(a) inform Users of all policies and practices that are relevant to Your access and use of the Portals and of any settings that may impact the processing of their personal data; and

(b) ensure the transfer and processing of personal data under these Portal Terms of Use is lawful.

9 Usernames, Passwords & Authentication Tokens

9.1 You agree to treat any Username(s) and Password(s) We have provided to You for logging in to the Portals as strictly confidential.

9.2 You are responsible for ensuring each User complies with all security procedures as notified to You by Us from time to time (whether by email, telephone or other means).

9.3 You must take all reasonable steps to keep any Password or multifactor authentication secret and You should only disclose it to the User for whose use it is issued by Us.

9.4 You must ensure Users take all reasonable steps to keep their Passwords secret and that Users do not disclose Password details to anyone else, including other Users or other members of Your staff or to members of Our staff.

9.5 If You or a User thinks a Password is lost, compromised or known to someone else, You must ensure that You notify Us immediately so that We may suspend that User's use of the Portals, until a new Password has been set up.

9.6 You must notify Us of a change in Users (including when a User will no longer be part of Your organisation or when a User's role in Your organisation changes so that access to the Portals is no longer required in such new role) as soon as reasonably possible so that We may disable the Password.

10 Data Protection and Privacy

10.1 Please refer to Our Privacy Policy to understand Our responsibility to You with regards to Our use of Your personal information. In providing the Portals We may also use cookies in accordance with Our Cookie Policy. Cookies allow Us to recognise and count the number of visitors to the Portals and help Us to see how Users use the Portals. The information collected via cookies helps Us to understand better how the Portals work and to make improvements to it. For example, cookies could assist Us with making certain features of the Portals more accessible and easier to use. We will only use cookies in accordance with Our Cookie Policy.

10.2 You confirm that You have read and understand Our Privacy Policy and Cookie Policy and Our Data Processing Activities in Appendix 3.

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10.3 During Your use of the Portals, You will be a controller of any personal information collected from Users and End-Users. You warrant that You are entitled to disclose the personal information of Users and End-Users to Us and that, without taking further steps, We may collect, access, reproduce, copy, translate, modify, edit, distribute, transmit, transfer, display, disseminate and use the personal data of Users and End-Users in accordance with Our Privacy Policy.

10.4 Without prejudice to the generality of Our Privacy Policy, You acknowledge that subject to the terms and conditions applicable to any relevant order form or the Agreement We may disclose any information and material provided by You, and Your identity to third parties where We are required to do so by applicable regulation and law.

11 Suspending Access to the Portals

We may cancel or suspend Your use of or access to the Portals or suspend the availability of the Portals at any time for any reason. We will usually give You reasonable notice of such cancellation or suspension. However, You acknowledge that such notices may not always be possible; for example, where there is a security concern or a technical issue.

Cancellation or suspension of Your access to the Portals may not affect the provision of the Services. Even where Your use and access to the Portals has been cancelled or suspended, We may be able to continue to provide the Services to You without the Portals. Where this happens, You will be responsible for paying all charges, fees and payments applicable to the provision of the Portals and the Services without any reduction or discount.

Cancellation or suspension of Your access to the Portals may not affect any instructions that Users have already given prior to such cancellation or suspension.

Where You cannot access the Portals due to Your own acts or omissions, You shall continue to be responsible for paying all charges, fees and payments applicable to the provision of the Portals and the Services without any reduction or discount.

12 Governing Law

12.1 These Portal Terms of Use are governed by English Law. Any disputes shall be subject to the exclusive jurisdiction of the English courts.

12.2 Notwithstanding clause 12.1, should You access the Portals from outside of the United Kingdom, it shall be Your responsibility to ensure You comply with all applicable laws.

13 Changes

12.1 We have the right to change these Portal Terms of Use at any time without notice. It is Your responsibility to check these Portal Terms of Use each time You access the Portals. Your continued use, or Users continued use, of the Portals shall be deemed acceptance of any changes made. If You do not agree to the changes, You must cease to

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use the Portals immediately. If Users do not agree to the changes made to these Portal Terms of Use, You must ensure that those Users cease to use the Portals immediately.

12.2 Changes to Your Service will be reflected in the Agreement.

14 Our Intellectual Property Rights

14.1 You acknowledge that all Intellectual Property Rights in the Portals belongs to and shall belong to Us or the relevant third-party owners (as the case may be) and that You shall have no rights in or to the Portals other than the right to access and use it in accordance with these Portal Terms of Use.

14.2 We undertake at Our own expense to defend You or, at Our option, to settle any claim or action brought against You alleging that Your access or use of the Portals (or any part thereof) in accordance with these Portal Terms of Use infringes the UK Intellectual Property Rights of a third party ("Claim") and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against You as a result of or in connection with any such Claim. For the avoidance of doubt, this paragraph 14.2 shall not apply where the Claim in question is attributable to access and use of the Portals (or any part thereof) by You in any way other than in accordance with these Portal Terms of Use, use of the Portals in combination with any hardware or software not supplied or approved by Us, or any unauthorised configuration of the Services. Paragraph 14.2 of these Portal Terms of Use constitutes Your sole and exclusive remedy in respect of all Claims.

14.3 Material and information provided to You through Your access and use of the Portals may contain valuable information that belongs to Us or others. You must not use such material or information other than in connection with the Service and must not take copies (other than for Your use in connection with the Service), sell, assign, lease, sub-license or otherwise transfer such materials or information to any person.

14.4 We are the owner or the licensee of all Intellectual Property Rights in the Portals and in the material published on it, save for Customer Content. You grant Us a licence to use all Customer Content in accordance with clause 5 of these Terms of Us.

14.5 All images, logos and names which identify Us, members of Our Group Company or third parties and their products and services are Our proprietary marks or, the proprietary marks of the relevant member of Our Group Company and the relevant third parties. Nothing contained on the Portals shall be deemed to confer on any person any licence or right from Us, the relevant member of Our Group Company or any third party with respect to any such image, logo or name.

15 Validity and Waiver

15.1 If any provision or part provision of these Portal Terms of Use is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but

that

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shall not affect the validity and enforceability of the rest of these Portal Terms of Use.

15.2 If any provision or part-provision of these Portal Terms of Useis deemed deleted under paragraphs 15.1 of these Portal Terms of Use, We shall be entitled to amend such paragraph in a manner which to the greatest extent possible, achieves the intended commercial result of the original provision.

15.3 No waiver by Us of any failure by You to comply with these Portal Terms of Use shall operate or be construed as a waiver by Us of any future failures, whether of a like or different character.

16 No Warranty

16.1 All warranties, conditions, undertakings or terms, express or implied in respect of Your use of the Portals and the information and material contained in Portals are excluded to the fullest extent permitted by law.

16.2 We do not guarantee uninterrupted and reliable access to the Portals and We make no guarantees as to the operation, availability, functionality or otherwise of the Portals. Where a fault or outage, We will use reasonable endeavours to restore the Portals, however We shall have no liability whatsoever for the fault or outage and such faults or outages shall not be subject to any service level agreement or service credits.

16.3 We exclude all implied conditions, warranties, representations or other terms that may apply to the Portals or any content on it.

16.4 We do not warrant the availability of the Portals and third party services and shall have no liability whatsoever in relation to such availability or otherwise. The accessing and provision of information and third party services via the Portals shall be subject to such third parties' terms and conditions, if any. You shall be liable for compliance with those terms and conditions and We shall have no liability whatsoever in relation to any third party service.

16.5 We make no representations or warranties of any kind, whether express or implied, to You relating to the Portals, which is provided to You on an "as is" and "as available" basis".

16.6 We exclude all liability in relation to and do not warrant the accuracy, content, quality, completeness, fitness for purpose or legality of any information or services accessed using the Portals. We exclude all liability of any kind for the transmission or the reception of or the failure to transmit or to receive any material of whatever nature.

17 Limitations of Liability

17.1 We exclude all liability for loss or damage to You or Your business due to unauthorised access, breach of security or attack, to the Portals or otherwise to Your business systems, data, information or other materials. It is Your sole responsibility to protect yourself in such manner as You think fit from such unauthorised access, security breach or attack.

17.2 We will not be liable to You for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

(a) use of, or inability to use, the Portals; or

(b) use of or reliance on any content displayed on the Portals.

17.3 In particular, We will not be liable for:

(a) loss of profits, sales, business, or revenue;

(b) business interruption;

(c) loss of anticipated savings;

(d) loss of business opportunity, goodwill or reputation; or

(e) any indirect or consequential loss or damage;

17.4 In each case, howsoever caused, whether in contract, tort or otherwise, and whether or not We had been advised of the possibility of such damages or loss. The foregoing disclaimers and limitations of liability will not apply to the extent prohibited by applicable law.

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Appendix 2 - SD-WAN Service Level Agreement

How we'll look after You

Thank You for Your business. We will never take it for granted. That's why We have put together this Service Level Agreement . It lets You know exactly what We promise to deliver as part of the SD-WAN Service (in the United Kingdom) You've ordered from Us. This Service Level Agreement forms part of the Agreement Services provided so, naturally, We'll fulfil what's laid out here.

Getting You up and running

When We have taken Your order and finished planning, We will give you a Customer Promise Date. If for some reason We let you down, You'll be entitled to claim back Service Credits to make amends. It works like this:

Threshold Missed	Service Credits
1-7 Days past Customer Promise Date	5% of Connection Charge for the delayed Site
8-14 Days past Customer Promise Date	15% of Connection Charge for the delayed Site
15-30 Days pas Customer Promise Date	25% of Connection Charge for the delayed Site
>30 Days past Customer Promise Date	50% of Connection Charge for the delayed Site

Premium Connectivity

We pride ourselves on delivering high performance services and so We have set ourselves some performance targets for Premium Connectivity services as below. Now You know the minimum level of traffic performance You can expect – and We have committed to them in writing.

ETHERNET		
Measurement	**Class ofService**	**Targets**
Latency	Realtime 1 Realtime 2 Customercontrol Application1-3 VPN (Bestefforts) Internet (Best efforts)	25ms 25ms 70ms 70ms 100ms 100ms
Jitter	Realtime 1 Realtime 2	5ms 5ms
Packet Loss	Realtime 1 Realtime 2 Application1-3	0.03% 0.03% 0.1%

Real-time bandwidth must not exceed 50% of the total circuit bandwidth. Combined Real Time and Application bandwidth across all QoS classes cannot exceed 75%. Any quoted latency figures are one way only. To make life easier We only record performance metrics or routes between Your router (CPE to CPE). Performance targets do not apply to Sites with circuits based on, FTTP Service, SOGEA Service, SOADSL, HFC, Standard Connectivity Circuits, vCPE or any part of any mobile operator network.

We also need to let You know it's Your responsibility to ensure there's enough real-time bandwidth to support the volume of VoIP traffic being transmitted. Plus, You need to make sure that traffic volume doesn't exceed the Realtime bandwidth on the relevant Circuits, using tools like Call Admission Control.

But the good news is if We let You down, You'll be entitled to claim Service Credits for up to 10% of the Site's monthly Rental Charge.

Keeping You Connected

We have come up with a set of Service Availability targets for each of Our circuits types, so You know what to expect from Us each month.

They are in the tables below. If a Site can exchange traffic with any part of Your VPN, Our SD-WAN Director and the CPE at that Site, We consider the Service to be available.

The Service Availability targets scope excludes vCPE, IPsec VPN connections to Your or any 3rd party endpoints such as Virtual Private Cloud (VPC), firewalls or routers.

We work out monthly Service Availability per Site like this:

$$\frac{\text{24hrs x days a month – Outage Time hrs x 100\%}}{\text{24hrs x days in a month}}$$

If We fail to deliver these Service Levels, You'll be entitled to claim back Service Credits for 10% of Site monthly Rental Charges.

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Appendix 2 - SD-WAN Service Level Agreement

Single access circuit, Single CPE	3rd party	x	*
A single CE router with a single access circuit	LTE	✓	**
	SOADSL	✓	99.90%
	SOGEA Service	✓	
	HFC	✓	
	FTTP Service	✓	
	Ethernet	✓	

**Where You have implemented SD-WAN as an overlay only, We are unable to support Availability targets, as the circuits used falls outside of Our control.*

***Availability cannot be guaranteed on 4G (LTE) due to factors beyond Our control, such as network coverage, location of Your communication cabinet, adverse weather etc.*

Dual access circuit, Single CPE	3rd party	x	***
A single CE router with dual access circuit	LTE	✓	**
	SOADSL	✓	99.95%
	SOGEA Service	✓	
	HFC	✓	
	FTTP Service	✓	
	Ethernet	✓	

****Where one of the circuits being utilised is a 3rd party circuit, We will only honour the Availability target outlined in the single access circuit, single CPE model.*

Exclusions apply: 2 x same access type e.g. SOGEA+SOGEA, LTE+LTE or where the underlying service infrastructure is not compatible with another e.g. SOADSL + SOGEA + FTTP.

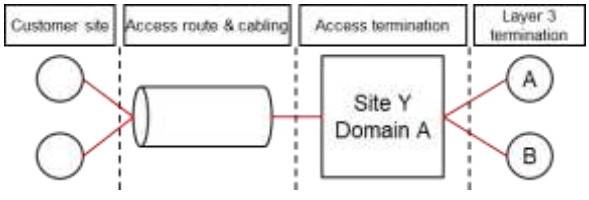
Dual access circuit, Dual CPE	3rd party	x	***
Dual CE router with dual access circuit	LTE	✓	**
	SOADSL	✓	99.99%
	SOGEA Service	✓	
	HFC	✓	
	FTTP Service	✓	
	Ethernet	✓	

**Where one of the circuits being utilised is a 3rd party circuit, We will only honour the Availability target outlined in the single access circuit, single CPE model.*

Exclusions apply: 2 x same access type e.g. SOGEA Service.

+SOGEA Service, LTE+LTE or where the underlying service infrastructure is not compatible with another e.g. SOADSL + SOGEA + FTTP.

Dual access circuit, Dual CPE – Partial Diversity		
Dual CPE routers with dual Ethernet access circuits, which may share duct and cable, access termination, but with separate Layer 3 termination. Virgin Media Business provided ethernet only.	Ethernet	99.995%



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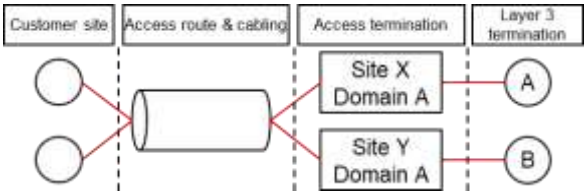
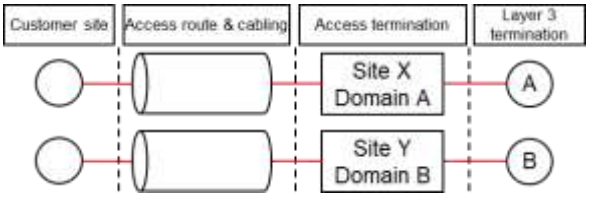
Appendix 2 - SD-WAN Service Level Agreement

Dual access circuit, Dual CPE – Assured Diversity		
Dual CE routers with dual Ethernet access circuits, which may share duct and cable, access termination, but with separate access termination and Layer 3 termination. Virgin Media Business provided Ethernet only.	Ethernet	99.997%



Dual access circuit, Dual CPE – Assured Separation		
Dual CE routers with dual Ethernet access circuits, which separate duct and cabling, access termination and Layer 3 termination. Virgin Media Business provided Ethernet only.	Ethernet	99.999%



Triple access circuits, Single CPE[1]	3rd party	x	NA
A single CPE with triple access circuits	LTE	x	
	SOADSL	✓	99.99%
	SOGEA Service	✓	
	HFC	✓	
	FTTP Service	✓	
	Ethernet	✓	

Triple access circuits, Dual CPE[1]	3rd party	x	NA
Dual CPE routers with triple access circuits	LTE	x	
	SOADSL	✓	100%
	SOGEA Service	✓	
	HFC	✓	
	FTTP Service	✓	
	Ethernet	✓	

[1]Where one of the circuits being utilised is a 3rd party circuit, We will only honour the Availability target outlined in the Dual access circuit, single CPE model.

Availability cannot be guaranteed on 4G (LTE) due to factors beyond Our control, such as network coverage, location of Your communication cabinet, adverse weather etc.

Exclusions apply: 2 or more same access type e.g. SOGEA+SOGEA, LTE+LTE or where the underlying service infrastructure is not compatible with another e.g. SOADSL + SOGEA + FTTP

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Appendix 2 - SD-WAN Service Level Agreement

Customer provided connectivity

You can use a 3rd Party Circuit as part of your WAN. Where You are using a single 3rd Party Circuit, with a single CPE at a Site, that Site will be defined as an Overlay Site.

We will resolve any faults on the CPE and Overlay service in 5 hours. The restoration timefor the underlying connectivity will be subject to the service level agreement agreed between You and Your 3rd Party Circuit provider.

Where Your Site uses a single CPE with a 3rd Party Circuit and a Circuit provisioned by Virgin Media Business, this Service Level Agreement will only apply to the Virgin Media Business CPE and Circuit, as outlined above under the Single access circuit, single CPE model. Your 3rd Party Circuit will still be subject to the service level agreement agreed between You and Your 3rd Party Circuit provider. Virgin Media Business will not be liable for any reduced performance where a 3rd Party Circuit suffers a fault or outage alongside an operating Virgin Media Business provided Circuit.

Virtual CPE

You may request Us to deploy vCPE in Your Public Cloud Service. We will resolve any faults on the vCPE within 5 hours. This resolution is limited to the virtual end point and does not extend to any part of Your Public Cloud Service or any connectivity used to access the vCPE and dependent on:

- vCPE must be up and accessible from the internet.
- Public Cloud Service environment must be configured correctly and in accordance with Virgin Media Business' requirements.
- If You fail to meet these obligations, it removes liability from us

Bringing You back online

For Virgin Media Business provided connectivity, if a problem arises and based on the access or service type, We will aim to fix Faults within the time listed in the table below:

Access	Fix Time
LTE	Reasonable endeavours
FTTP Service, SOGEA Service and SOADSL	7 hours
Cable Modem	12 hours
Ethernet	5 hours
Overlay only andVirtual CPE	5 hours

If We miss these targets, You are entitled to claim Service Credits as follows:

Threshold missed	Service Credit Scheme
0-3 hours past	10% of monthly Site Rental
3-10 hours past	20% of monthly Site Rental
>10 hours past	Additional 10% monthly Site Rental for every additional 10 hours.

Service Gateways

Should the implementation of Your SD WAN Service include a Hosted Service Gateway and Local Service Gateway, We will aim to fix any problem with Hosted Service Gateway or Local Service Gateway in 5 hours.

Hosted Service Gateway – Our target Availability is 99.999% and We calculate Availability in the same way as described in the **Keeping You Connected** section above. If We fail to deliver these Service Levels, We will give You'll be entitled to claim back a Service Credit of 5% of the monthly Hosted Service Gateway charges of the impacted Sites.

Local Service Gateway – We calculate availability in the same way as described in the **Keeping You Connected** section above. If We fail to deliver these Service Levels, You'll be entitled to claim back a Service Credit of 5% of the relevant monthly charges.

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Appendix 2 - SD-WAN Service Level Agreement

Who's in charge of getting problems sorted?

If a problem isn't sorted within the times We promise, or something isn't delivered to the Customer Promise Date, then We escalate it as You can see from the tables below.

Customer Promise Date	
Technical Support Centre Personnel	**Days Following Customer Promise Date Failure**
Provisioning Manager	0 days
Head of Provide	Three (3) days
Director of Customer Services and Operations	Five (5) days

Late Service Restoration	
Internal Escalation	**Escalation Level**
Team Manager	Level 1
Fault Centre Manager	Level 2
Head of Business Assure	Level 3

Exclusions

Service Delivery

We will not be liable to pay Service Credits for service delivery failure where such failure results from:-

a) Your network or system, or any part of it; or

b) a fault in, or any problem associated with, equipment connected on Your side of the Virgin Media Business Network Termination Point; or

c) Your acts or omissions; or

d) Your breach of the Agreement; or

e) Your failure or delay in complying with Our reasonable instructions; or

f) any refusal to allow Us, Our employees, agents or subcontractors to enter into the relevant sites; or

g) a event outside Your or Our control (as set out in clause 20 of the Standard terms and Conditions); or

h) Your failure to obtain the necessary wayleaves.

Service Availability

Unavailability of the Service as a result of any of the following events shall not count as Outage Time:

a) an Excused Outage; or

b) a Planned Outage; or

c) Unavailability of Portals

d) where a Site has a Resilient Service, a Fault on a Circuit will not be counted for the purposes of Service Availability if Service is still available at that Site.

Service Restoration

Time spent in repairing a Fault or restoring the Service as a result of any of the following events will not be counted as part of the restoration time when calculating Service Credits:

a) Your failure or delay in providing the necessary co-operation required by Us including without limitation:

   i. Supply of the necessary information; or

   ii. access to the relevant Sites; or

b) Your relevant personnel cannot be contacted to assist Us or to confirm the Service is restored; or

c) a Planned Outage; or

d) an Excused Outage.

The time taken to restore a Fault is measured from the time the Fault Report is recorded on Our fault management system until the time We notify You that Service has been restored or in the event that We are unable to contact You, the time recorded on Our fault management system that Service has been restored.

General

If an on-site visit reveals that there is no fault with the Service or the Fault is an Excused Outage, We may charge You and You must pay Us an engineer call out fee at Our standard charges at that time.

Claiming Service Credits and Our Liability to You

To request Service Credits, You must claim in writing via Your account manager within three (3) months of the Fault Report or in the case of service availability within thirty (30) calendar days of each monthly period. If You do not claim Service Credits within such period You will be deemed to have waived the applicable Service Credits.

You agree that Service Credits shall be Your sole and exclusive financial remedy for Our failure to meet Service Levels. Service Credits payable shall relate to the Connection Charge or monthly or annual Rental Charge

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Appendix 2 - SD-WAN Service Level Agreement

of the Site that is subject to the Fault or failure in service delivery as applicable.

Notwithstanding any provisions in the Agreement to the contrary in no event shall the total amount of Service Credits payable to You in any calendar year for the affected Site nor shall the amount of Service Credits payable to You in any month exceed the total of that month's Rental charge for the affected Site.

Planned Outage

Except in an emergency or in events beyond Our control, We will endeavour to give You at least 10 Working Days notice of any maintenance or upgrade work on Our network which will affect the Availability of Service to Your Site. Such notice will include:

a) a brief description of the Planned Outage;

b) date and time of the Planned Outage;

c) estimated duration of the Planned Outage.

Such notice will be given by way of letter or via email. However, in the case of an emergency, We may give You a shorter notice by way of a telephone call. Planned Outages in respect of the HFC may take place during 09:00 to 17:00 on Working Days.

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Appendix 3 - Data Processing Activities

Categories of Individuals	The Personal Data concerns the following categories of Individuals: • End users of Our customers SD-WAN Service
Categories of Personal Data	End User personal data: • Data viewable is End User IP address, destination IP address, URL visited (full URL decrypted using SSL decryption)
Special categories of Personal Data	End User web browsing data can be any type
Nature and purpose of the Processing	• The purpose of processing is to provision the SD-WAN Service to Our customers with internet breakout and security features enabled. • The nature of processing is the collection of logs from the customer's network. The data held within these logs will be made available to the customer in the Portals or in the SIEM export functionality.
Duration of processing	The raw data (logs) and security violations in the Portals will be held for seven (7) days and then deleted.

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Appendix 4 - Installation Types

Installation Type	SOADSL Service	SOGEA Service	FTTP Service
Standard Installation	• AM/PM appointment – Monday to Friday • Provision/upgrade to NTE5c with ADSL Service Specific Face Plate (SSFP) fitted • Up to ten (10) metres internal wiring from lead-in point • Install NTE within one (1) metre of 13A power socket at nearest point to lead-in • Ensure wiring meets Openreach standards • Connect one device • Demonstrate working service	A standard managed install is for quite simple installations. When considering the case of a new line provided with standard managed install, this would be primarily for a residential or small shop scenario, and the engineer will install NTE within 1m of a 13A power socket at the nearest point to lead-in. The engineer will: • Install up to ten (10) metres of cable from the nearest power socket to the lead-in. • Ensure wiring meets Openreach standards. • Connect the router. • Connect one device. • Demonstrate the speeds attainted	An engineer visit to Your Site. Applies to new provide and product migration orders (e.g. from ADSL or FTTC to FTTP Service). Engineer activities include: • Upgrade to NTE5c (if required) • Up to fifteen (15) metres of external wiring tacked around the outside of the building prior to entry. • Connect the ONT inside the premises within one (1) metre of nearest 13amp mains power socket and no more than 10m of internal wiring from the fibre point of entry if needed to locate a suitable mains power socket. • Connect router • Connect one (1) device (includes: set-top boxes, PCs, laptops and smartphones, but does not include games consoles, WiFi extenders and WiFi disks, dongles or Your specific units – devices not previously connected at Your Site will not be connected) • Demonstrate service to You
Premium Installation	• Up to 30 metres internal wiring from lead-in point • Connect up to two more devices • Conduct Wi-Fi analysis in up to three rooms • Move router to provide best Wi-Fi coverage • Install up to two data extension kits or shift NTE to where You require (within 30 metres of lead-in)	A premium managed install is a higher level of managed installation service. It covers all the standard features, along with additional activities. The application for this type of install is most likely to be residential, and some micro enterprise settings. The engineer will: • Install up to thirty (30) metres of cable from the nearest power socket to lead-in. • Connect up to three (3) devices in total. • Move the router to provide the best wi-fi coverage and conduct wi-fi analysis in up to three (3) rooms in the Site. • Install up to 2 data extension kits and or shift NTE. Further to this, there are some substitute activities should a premium managed install be selected to cover a SME (business) type setting. In this scenario, under a premium install, the engineer will: • Install up to thirty (30) metres of cable from the nearest power socket to lead-in, but to cover more difficult places such as in an existing cable tray or trunking, or in accessible ceiling or floor voids (subject to engineer risk assessment) • Install up to two (2) data extension kits. • No router installs (at Customer's risk) • Add VRI if required	A higher level of installation service. Applies to new provide and product migration orders (e.g. from ADSL or FTTC to FTTP Service). Engineer activities includes all the Standard features along with additional activities to optimise connectivity within Your Site, including: • More than fifteen (15) metres of external wiring (only where needed to reach chosen location) tacked around the outside of the building prior to entry. • Connect the ONT inside the premises within one (1) metre of a suitable 13amp mains power socket where this is located and up to thirty (30) metres of internal wiring from the fibre point of entry if needed to locate a suitable mains power socket. • Install up to two (2) data extension kits and/or Shift the ONT to Your require • Reposition the Your router to provide best Wi-Fi coverage • Carry out WIFI analysis in up to three (3) rooms in the premise • Connect up to two (2) more devices and demonstrate (total = three (3)) -(includes: Set Top Boxes, PCs, Laptops and Smartphones, but does not include games consoles, WiFi extenders and WiFi disks, dongles or Your specific units. Any devices not previously connected at Your Site will not be connected).
Advanced Installation	Advanced is not available for BTW SOADSL.	An Advanced Installation is the most elevated level of managed Installation types. It covers all the Standard Installation and Premium Installation	A higher level of installation service. Applies to new provide and product migration orders (e.g. from ADSL or FTTC to FTTP Service). This option is designed

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Appendix 4 - Installation Types

Installation Type	SOADSL Service	SOGEA Service	FTTP Service
		features, along with additional activities, applicable to complex or critical installs. The application for this type of install is most likely to be commercial or industrial, with complex cabling requirements. In addition to applicable standard and premium activities, the engineer will: • Install up to one hundred (100) metres of cable from the nearest power socket to lead-in. • Install complex cabling if needs be through multiple walls. • Use existing cable trays running horizontally or vertically (which may be through multiple floors) • Install services through ceiling or floor tiles that are removable and easily accessible. • Use in-situ cabling (structured) to provide service. • Connect to existing in-building structured cabling e.g., in comms rooms	to support business customers with complex installations which require more than the Premium Installation activities listed or into a separate building on Site such as outbuildings or garages. Additional information can be provided on the order and/or more detailed work can be carried out to provision service to meet Your needs, especially businesses and public sector organisations. Advanced Install scope: • Existing Premium Installation activities as required e.g. connect and reposition the router to the ONT and connect up to three devices • Connect the ONT inside the premises within one (1) metre of nearest 13amp mains power socket up to one hundred (100) metres from Your Splice Point . This one hundred (100) metres includes the internal and external wiring distance from Your Splice Point. • Provide one (1) external wall drill and one internal non-concrete wall drill if required • Use existing open cable tray work, work through ceiling or floor tiles that are removable and accessible and use in-situ cabling (structured cabling) • 'X' marks the spot to indicate preference for ONT install location (when available)

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BUSINESS

Professional Services

Version 4

About the way we'll work together

You probably like to know exactly where you stand when you do business with someone. We're the same. That's why we've put together this document to let you know how we'll work with you. These Professional Services standard terms and conditions and the special terms referred to on your order form, and the service level agreement referred to in this document, all apply to the equipment and services we provide to you.

We've set all the legal stuff out in black and white, and we've done our very best to be fair and clear as well. If there's anything you'd like to check through, please phone our Customer Services team on 0800 052 0800.

1. Definitions and interpreting this document

1.1 This document contains the **standard terms and conditions** for the **agreement** between:

1.1.1 you, the Buyer named on the **order form**; and

1.1.2 us, the Supplier;

for the **professional services** you buy from us, as set out in the **statement of work**.

1.2 The **agreement** between you and us is made up of:

1.2.1 the standard terms and conditions;

1.2.2 service literature

1.2.3 the statement of work and;

1.2.4 the order form.

1.3 Where the following words are printed in bold in the **agreement**, they have the meanings set out below.

agreement has the meaning set out in clause 1.2.

cancellation charges means the **charges** that apply if an **order** is cancelled or the **agreement** ends, as set out in clauses 8.12 and 8.13.

charges means our charges from time to time (including **cancellation charges** for the **professional services**), which may be calculated on a **time and material charges basis**.

customer delivery date means the date the **deliverables** are delivered to you.

customer dependencies means any customer dependencies detailed in the **statement of work**.

data controller has the meaning set out in the GDPR.

data processor has the meaning set out in the GDPR.

data protection directive means Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995.

data protection legislation means any applicable law relating to the processing, privacy and use of **personal data**, as applicable to the **data controller**, the **data processor** or the **professional services**, including the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any laws or regulations implementing the **data protection directive** or the **e-Privacy directive** and the **GDPR**.

data subject means any information relating to an identified or identifiable natural person.

deliverables means the deliverables as set out in the **statement of work**.

e-Privacy directive means the Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002.

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GDPR means the regulation (EU) 2016/679 of the European Parliament and of the Council of 12 July 2002.

group company means, for the purposes of this **agreement**, a group undertaking (as that term is defined in sections 1161 and 1162 of the Companies Act 2006).

intellectual property rights means any rights and interest in patents, trademarks, service marks, trade and business names, rights in design, copyright, database rights, know-how and any other similar right (whether existing or applied for, or there is a right to apply to be registered) and any similar rights to those rights under any other jurisdiction.

law means any relevant law, regulation, guideline or code of conduct (whether or not they are legally binding) which applies to us or you in any jurisdiction.

materials means any material, in whatever form, including **service literature**, the **statement of work**, processes, reports, manuals, drawings, information and instructions.

milestone means an event or task as set out in the **statement of work** which, when completed, may result in the payment of the relevant **milestone payment.**

milestone payment means a payment of **charges** that is payable on the completion of a **milestone** as set out in the **statement of work**.

model contract clauses means the standard clauses approved by the European Union for use when **personal data** is transferred outside of the European Economic Area.

order means an order you have placed and we have accepted in line with clause 3.

order form means our order form.

our website means www.virginmediabusiness.co.uk or any other web address we tell you about from time to time.

personal data has the meaning set out in the **data protection legislation**.

processing has the meaning set out in the **data protection legislation** and **process**, **processes** and **processed** shall be construed accordingly.

professional services means the services, including **deliverables**, supplied by us to you, as set out in the **statement of work..**

schedule payment means payment that is payable in **accordance with a time based schedule as set out in the statement of work.**

service literature means any up-to-date data sheet, service description, specifications, brochure, user guide, instructions or other information that we publish in connection with the **professional services**.

site means any site where we provide the **professional service** to you.

standard terms and conditions means the terms and conditions set out in the main body of this document.

statement of work means the document which describes the **professional services**.

time and material charges means regular charges that are derived from daily fees for professional services that attracts one or more schedule payments.

working day means 9am to 5.30pm Monday to Friday, except bank holidays and public holidays in the relevant part of the United Kingdom.

1.4 In the **agreement**, any reference to:

1.4.1 person includes any person, partnership, firm, company, business, government, organisation, government agency, trust, association;

1.4.2 you includes your employees and agents, any person who takes over your business, and any person who we reasonably believe is acting for you; and

1.4.3 we includes our employees and agents, any person acting for us, and any person who takes over our business.

1.5 In the **agreement** general words introduced or followed by other, including or in particular do not have a restrictive

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meaning because examples are also used.

1.6 The headings of clauses and paragraphs are for convenience only and do not affect their meaning.

1.7 Where in the **agreement** you agree not do something, you must not allow any other person to do it either. You must use your reasonable efforts to prevent any other person doing it.

1.8 If there are any inconsistencies between the documents making up the **agreement**, unless the **agreement** states otherwise, the documents will take priority in the following order.

The statement of work

These standard terms and conditions

The order form

The service literature.

2. Scope of the agreement

2.1 The terms of the **agreement** apply to your **order** for, and our supply of, the **professional services**.

3. Ordering the professional services

3.1 You must provide us with as much information as we reasonably request in order to prepare a **statement of work**. Following receipt of the required information, we will, as soon as reasonably practicable, provide you with a **statement of work**.

3.2 To order the **professional services** based on the **statement of work** you must fill in our **order form**.

3.3 We may charge for the preparation of the **statement of work** on a **time and materials** basis in accordance with our standard daily fee.

3.4 If we provide any **professional services** without receiving an acceptable **order form** from you, we will provide the **professional services** in line with the **statement of work** and the terms of the **agreement.**

3.5 No terms and conditions set out in any customer documentation will be incorporated into the **agreement**.

3.6 Unless an **order** is for a change to the **agreement** under clause 19, the **agreement** will come into force when:

3.6.1 you and we have both signed the order form; or

3.6.2 we have sent you an email accepting an order form you have signed and sent to us; or

3.6.3 we start to provide the professional services;

whichever is earlier.

3.7 You can cancel all or part of the **order** or end the **agreement** at any time by giving us written notice. If you do this, you must pay us any **cancellation charges** that apply (see clause 8.13).

4. Providing the professional services

4.1 Once the **agreement** has come into force in accordance with clause 3.6, no amendment shall be made to it other than in accordance with clause 18.

4.2 We will only provide the **professional services** if:

4.2.1 the **agreement** has come into force in accordance with clause 3.6;

4.2.2 we are satisfied with your credit status, based on the credit checks we carry out (see clause 8.5);

4.2.3 we are satisfied with the identity checks we carry out (see clause 17.6); and

4.2.4 we have the access we need to the **site** (see clause 7).

4.3 If we ever reasonably believe that you are not meeting the requirements of clauses 4.2.2 to and including 4.2.4, we may immediately cancel an **order** or end the **agreement** (or any part of it) by giving you written notice. We will not be liable for any consequences of doing this. Unless you have broken clause 4.2.4 you will not have to pay **cancellation charges** if we cancel an **order** or end the **agreement** under this clause 4.3.

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4.4 If the performance of any of our obligations under this **agreement** is delayed by your acts or omissions or your failure to perform any relevant obligations, including fulfilling any **customer dependencies**, we may suspend performance of the **professional services** until you remedy the cause of the delay and/or cancel the **order** and/or end the **agreement** without any liability to you,.

4.5 Any **milestone** date(s) and/or estimated **customer delivery date(s)** are not binding on us. We are not liable to you if we do not meet any of those dates.

4.6 If on any agreed date you do not allow us to carry out work, we may charge you a call-out fee together with any reasonable costs arising as a result of your failure, including but not limited to, costs incurred from our subcontractor and/or third party.

4.7 We will provide the **professional services** with reasonable skill and care.

5. Accepting the professional services

5.1 You will be considered to have accepted the **professional services** when we deliver the **deliverables.**

6. Preparations for the professional services

6.1 You are entirely responsible for the security of access to your information technology systems, the integrity of information stored on those systems, and security from corruption, change and abuse of your systems and information.

7. Access to the site

7.1 Where the **statement of work** specifies that we require access to a **site** to provide professional services;

7.1.1 You agree to give us access to the site, after we have given you reasonable notice, so that we can meet our obligations under the agreement. If any person who appears to have authority gives us access to the site, we will consider that person to have your authority to give us access.

7.1.2 You and we agree to follow all reasonable instructions we or you give to the other while on the site.

7.1.3 You must provide a safe and suitable working environment for us at the site. You must also make sure that the proper environmental conditions and an appropriate power supply are maintained at the site so that we can provide the professional services.

7.1.4 If you find out that our access to the site will be limited you must tell us as soon as possible. We will not be liable for any delay in providing, or failure to provide, some or all of the professional services if the delay or failure is caused by us having limited access or no access to the site.

7.1.5 We will cause as little damage as reasonably possible and will make good any damage that we cause at the site. We will take reasonable care to make sure we do not unreasonably interfere with your business at the site.

8. Paying for the professional services

8.1 All payments you owe us under the **agreement** must be paid in full without you deducting or withholding any amount or setting any restriction or condition.

8.2 You must pay our **charges** by the method of payment set out in the relevant invoice. If you make a payment by a different method, we may refuse to accept it or charge an extra administration fee.

8.3 Unless we have agreed otherwise with you in writing, we (or our **group company** acting on our behalf) will invoice you for:

8.3.1 any milestone payment on or after the completion of the milestone; and/ or

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8.3.2 any schedule payment that becomes due.

8.4 Unless we have agreed otherwise in writing, you must pay us (or the group company appointed for this) all charges within 30 days of the date of the relevant invoice.

8.5 We may carry out credit checks on you. We accept no liability for the accuracy of information we receive from credit reference agencies. If, at any time before or during the term of the **agreement**, you do not meet the standard of creditworthiness we consider to be acceptable, in addition to our rights under clause 4.3, we also have the right to:

8.5.1 require you to pay regular instalments towards future **charges**; and

8.5.2 apply any other restrictions we consider appropriate.

8.6 If you do not make a payment when it is due, we may, without affecting our other rights and remedies, charge you:

a late-payment administration fee; and

interest, charged at 4% above Barclays Bank plc.'s base rate for lending, on the overdue amount from the date the payment became due until the date it is paid. Interest will continue to build up even after an **order** (or part of it) is cancelled, or after the **agreement** ends, but not after the overdue amount is paid.

8.7 You must pay us all our costs and expenses (including legal costs) of collecting any overdue amounts. Our costs and expenses will continue to build up until you have paid us all overdue amounts you owe us, even if an **order** (or part of it) is cancelled, or the **agreement** ends, but not after the overdue amount is paid.

8.8 All **charges** set out in the **agreement** do not include VAT or any other tax that applies. You must pay any such taxes we include in our invoice.

8.9 If you ask us to, or make us, delay the planned **customer delivery date**, or if that date is delayed because you have failed to meet your obligations under the **agreement**, including where you have failed to fulfil the **customer dependencies**, you must pay any **charges** that depended on the delayed date no later than the original planned **customer delivery date**.

8.10 If at any time you ask us to carry out any work at a time which is not entirely during a **working day**, you must pay our **charges** based on our standard hourly rate that applies for the time of day the work is carried out, as communicated to you.

8.11 We may issue either a single invoice or several invoices for the total of the **charges** due under the **agreement**.

8.12 If you pay the **charges** by direct debit we may alter your direct debit instruction to reflect the **charges** for the **professional services** at that time. When the **agreement** ends, you are responsible for cancelling any direct debit instruction or other payment arrangement. If you cancel any direct debit instructions in any circumstance other than when the **agreement** ends, you must tell us immediately. If you cancel any direct debit instructions without telling us we may suspend the **professional services** or end the **agreement** by giving you written notice.

8.13 If you have to pay **cancellation charges** under clause 4.3 for cancelling all or part of an **order**, or ending the **agreement** before the **customer delivery date** they will be equal the total of the following.

8.13.1 All unpaid charges due at the date the order is cancelled or the agreement ends.

8.13.2 Any and all charges for the professional services we have already provided.

8.13.3 Any other cancellation or termination **charges** referred to in the **statement of work**.

8.13.4 Any charges we have incurred from our subcontractor and/or third party in relation to the **professional services**.

8.14 If you ask us to carry out billing administration work (including changing how and when we invoice you and providing extra invoice details, reports or copies of bills) and we agree to your

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request, you must pay our **charges** for the work, as specified by us.

8.15 If, as part of the **professional services**, we provide you with an electronic invoice, we may charge you for providing a paper invoice.

9. Intellectual property rights

9.1 If, as a result of any **professional services** we provide to you, we or any of our employees or agents create any **materials**, we will own all legal and beneficial rights to them. This includes **intellectual property rights**. If we provide **materials** to help you receive the **professional services** or use the **deliverables**, we grant you a non-exclusive licence to use the **materials** for that purpose only. You cannot transfer the licence.

9.2 **Intellectual property rights** in all software (in whatever form) we provide you with in connection with the **professional services** will remain our property, or the property of our licensor (the person who has granted us a licence for that software). We grant you a non-exclusive licence to use the software for the purpose of receiving the **professional services** or using the **deliverables** and for no other purpose. You cannot transfer the licence.

You agree to keep to our licensor's terms and conditions relating to your use of the software.

9.3 You must:

9.3.1 treat the **materials** described in clause 9.1 and software referred to in clause 9.2 as confidential information (as described in clause 16);

9.3.2 keep to clause 16 in connection with any **materials** and software; and

9.3.3 if an **order** is cancelled or the **agreement** ends for any reason, immediately return all copies of the **materials** and software to us and delete any copies from any computer, smartphone, or other electronic or storage device, you have control over.

9.4 You must not:

9.4.1 reproduce the software, except for archiving or back-up purposes (and in those circumstances you must make sure that each copy contains all of the original software's proprietary notices);

9.4.2 adapt, modify, translate, reverse engineer, decompile, alter or otherwise tamper or interfere with the software (except where the **law** allows this); or

9.4.3 create work derived from or based on any of the software or any document accompanying it.

9.5 Except where clause 9.7 below applies we will indemnify (fully compensate) you against any damages (including costs) awarded against you or which you agree to pay, in connection with any claim or action against you as a result of us providing the **professional services** or **deliverables** to you infringing (breaking, limiting or undermining) the **intellectual property rights** of a third party (an **intellectual property claim against you**), as long as you do the following.

9.5.1 Give us notice of any such claim or action as soon as possible after you become aware of it (and in any event no later than seven days after becoming aware of it).

9.5.2 Give us, and only us, authority to defend the claim or action, and at no time admit liability or otherwise try to settle the claim or action (unless we have given you written instructions to do so).

9.5.3 Follow our reasonable instructions and give us any help we may reasonably need with the defence, including completing and filing court papers and providing relevant documents.

9.6 We will refund reasonable costs you have to pay in order to keep to clause 9.5.

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9.7 We will have no liability to you in connection with an **intellectual property claim against you** if it has resulted from:

9.7.1 your negligence or misconduct;

9.7.2 you failing to meet any of your obligations under the **agreement**;

9.7.3 you combining, operating or using the **professional services** or **deliverables** with services, content, designs, specifications, software, devices or equipment we have not supplied or authorised;

9.7.4 you using the **professional services** or **deliverables** for a purpose other than that which the **professional services** or relevant **deliverables** were provided for;

9.7.5 any alteration or adjustment to the **professional services** or **deliverables** if the alteration or adjustment was not made or authorised by us; or

9.7.6 you breaking the **law**.

9.8 If an intellectual property rights claim is made against you, we will be entitled, at our own expense, to:

9.8.1 gain the right for you to continue receiving the **professional services** or using the **deliverables**; and/or

9.8.2 alter or adjust the **professional services** or **deliverables** so it no longer infringes the third party's **intellectual property rights**, as long as the alteration or adjustment does not significantly restrict the scope of the **professional services** or features or performance of the **deliverables**.

9.9 If we reasonably believe that we cannot exercise any of the options set out in clause 9.7.6, we have the right to either give you notice in writing to immediately cancel the part of the **order** we have not fulfilled yet, or to end the **agreement** by giving you 30 days' notice in writing.

9.10 We will not have to provide any **professional services** or **deliverables** to you (even if we have accepted your **order** for it) if we know, or reasonably believe, that if we did so that will (or is likely to) result in an **intellectual property claim against you**. In such case we would have the right to immediately cancel the **order** or end the **agreement** (as appropriate) without liability to you.

9.11 You must indemnify us against any damages (including costs) awarded against us, or which we agree to pay, in connection with any claim or action against us as a result of us providing the **professional services** or **deliverables** which infringe the **intellectual property rights** of a third party (an **intellectual property claim against us**) if that claim or action arises from:

9.11.1 work we carried out in line with instructions or specifications you gave us; or

9.11.2 you connecting or using your own equipment or software with the **professional services** or **deliverables**.

9.12 We will contact you within seven days of us becoming aware of an **intellectual property claim against us** which you are liable for under clause 9.11, and we will:

9.12.1 not admit anything relating to the intellectual property claim against us;

9.12.2 allow you to conduct or settle all negotiations and proceedings, as long as you provide us with reasonable security for all associated costs and damages; and

9.12.3 give you all reasonable help in handling the **intellectual property claim against us**.

9.13 You must refund reasonable costs we have to pay in order to keep to clause 9.12.

9.14 The **professional services** may involve software, services, technical information, training materials or other technical data which the United States of America Export Control Regulations, or the **laws**

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or regulations of another country, apply to. You must not download or export the software, or any underlying information or technology except in keeping with all United States **laws** and other **laws** that apply.

10. Preventing bribery

10.1 You and we must not pay, offer, promise to pay or authorise the payment of any money or other advantage which breaks anti-corruption **laws**, including the UK Bribery Act 2010, the US Foreign Corrupt Practices Act 1977 and any **laws** intended to bring into force the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions. Also, you and we must not take any action that would cause either you or us to break anti-corruption **laws**.

11. Limits of liability

11.1 Nothing in the **agreement** will limit or exclude your or our liability for:

11.1.1 fraud or fraudulent misrepresentation;

11.1.2 death or personal injury resulting from your or our own negligence (as defined in section 1 of the Unfair Contract Terms Act 1977);

11.1.3 not meeting the requirements of section 12 of the Sale of Goods Act 1979; or

11.1.4 matters which cannot, by **law**, be restricted or excluded.

11.2 Except where the **agreement** states otherwise, all warranties, guarantees, assurances, conditions, undertakings and terms (whether expressed or implied) relating to the **professional services or deliverables** (including any software used in them) are excluded to the fullest extent allowed by **law**.

11.3 Except as set out in clauses 11.4 and 11.5, we accept liability for direct physical damage to your property and the **site** only where the damage arises solely and directly from our negligence or the negligence of our employees, agents or contractors acting in the course of their employment.

11.4 Except in connection with indemnifying us for any amounts under clause 9.11, and except where clause 11.1 applies, your or our total liability to the other (except for your liability to pay our **charges**), whatever the type of claim (including in respect of contract, negligence or otherwise) will be limited to:

125% of the total **charges** you have paid under the **agreement** ; or

£50,000; whichever is more.

11.5 Despite the above, you and we will not have any liability (except under clause 11.1 and except for your liability to pay our **charges**) arising out of or in connection with the **agreement**, for the following.

11.5.1 Any direct or indirect loss of or damage to:

(a) business, production, working time, data or expected savings;

(b) goodwill, opportunity or contracts;

(c) revenue; or

(d) profits;

whether or not that loss or damage could have been anticipated.

11.5.2 Any direct or indirect loss or damage arising from:

(a) data being destroyed or corrupted;

(b) business interruption;

(c) increased staff time;

(d) wasted expense; or

(e) liability to third parties;

whether or not that loss or damage could have been anticipated.

11.5.3 Any indirect, special or consequential loss or damage whatsoever, whether or not that loss or damage could have been anticipated.

11.6 If a number of claims give rise to what is essentially the same loss, they will be

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considered together as only one claim under the **agreement**.

11.7 Clauses 11.1 to 11.6 (inclusive) set out your and our entire liability to the other in connection with the **agreement**.

11.8 You agree that the limits of our liability under the **agreement** are reasonable.

11.9 This clause 11 will stay in force after the **agreement** ends, or an **order** is cancelled, for any reason.

12. Ending the agreement

12.1 Without affecting any other rights we have to cancel an **order** or end the **agreement** (whether set out in other parts of the **agreement** or otherwise), we may cancel an **order** or end the **agreement** immediately, by giving you written notice, if any of the following has happened.

12.1.1 You have failed to meet a material obligation (a significant requirement) of the **agreement** and the matter cannot be put right.

12.1.2 You have failed to meet a material obligation of the **agreement** and the matter could have been put right but you failed to do so within 30 days of us instructing you to.

12.1.3 You have:

(a) had a liquidator, administrative receiver, administrator, receiver, bankruptcy trustee or similar officer appointed over all or some of your assets or business (other than for the purposes of a genuine amalgamation, reorganisation or reconstruction);

(b) entered into an arrangement with your creditors; or

(c) become unable to pay your debts, as described in section 123 of the Insolvency Act 1986.

12.1.4 Any event similar to those set out in clause 12.1.3.

12.1.5 The details you gave us to enable us to provide the **professional services** were significantly wrong or incomplete.

12.1.6 You have broken or may be breaking, or we reasonably believe that you have broken or may be breaking, any **law**.

12.1.7 You have committed or may be committing, or we reasonably believe that you have committed or may be committing, any fraud.

12.1.8 All or part of any contract between us and a third party ends (through no fault of **ours**) and this affects the provision of the **professional services**.

12.2 You may cancel an **order** or end the **agreement** immediately, by giving us written notice, if any of the following has happened.

12.2.1 We have failed to meet a material obligation of the **agreement** and the matter cannot be put right.

12.2.2 We have failed to meet a material obligation of the **agreement** and the matter could have been put right but we failed to do so within 30 days of you instructing you to.

12.2.3 We have:

(a) had a liquidator, administrative receiver, administrator or receiver appointed over all or some of our assets or business (other than for the purposes of a genuine amalgamation, reorganisation or reconstruction);

(b) entered into an arrangement with our creditors; or

(c) become unable to pay our debts, as described in section 123 of the Insolvency Act 1986.

12.2.4 Any event similar to those set out in clause 12.2.3.

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12.3 If you cancel an **order** or end the **agreement** under clause 12.2 you must send written notice of this to us at the address set out in clause 15.1.

12.4 If we cancel an **order** or end the **agreement** because you have not met your obligations under it, including where you have failed to fulfil any **customer dependencies**, you must pay our **cancellation charges**. Your obligation to pay these does not affect any of our other rights or remedies. We will send you an invoice for the **cancellation charges** when we cancel an **order** or end the **agreement**, and you must pay that invoice in line with clause8.4. We do not have to refund any **charges** you have paid in advance.

12.5 Cancelling an **order** or ending the **agreement** does not affect our or your rights, obligations or liabilities that arose before the **order** was cancelled or the **agreement** ended.

12.6 The **agreement** will automatically end when you have accepted all of the **deliverables**.

13. Assignment and subcontracting

13.1 You must not assign (transfer), delegate or otherwise pass on any or all of your rights or obligations under the **agreement** without our permission in writing (which we will not unreasonably refuse to give, or delay in giving).

13.2 We may subcontract our obligations under the **agreement.** This will not release us from our obligations under the **agreement**, and we will still be responsible for making sure the obligations are met.

13.3 If you give us written permission (which you must not unreasonably refuse to give, or delay in giving), we may assign, transfer, delegate or otherwise pass on any or all of our rights and obligations under the **agreement**. When asked, you must fill in and sign all necessary paperwork.

13.4 We do not need your written permission to assign, transfer, delegate or otherwise pass on any or all of our rights and obligations under the **agreement** to:

13.4.1 any of our **group companies** at the time; or

13.4.2 any person buying all or substantially all of our business which the **agreement** relates to.

14. Events outside your or our reasonable control

14.1 You or we will not be liable to the other for any failure or delay in meeting the obligations under the **agreement** (other than paying any amounts owed) if this is due to any circumstance outside your or our control. If the circumstance beyond your or our control continues for more than three months, you or we may cancel an **order** or end the **agreement**, without any additional liability, by giving the other notice in writing.

14.2 Circumstances beyond your or our control include extreme weather conditions, power failures, natural disaster, fire, subsidence, epidemic, strike or labour disturbance, the actions or (failure to act) of local, regional or central government, highway authorities or other official authorities, legal or regulatory restrictions, terrorism, war, civil disturbance, and a third party's delay in supplying, or failure to supply, any equipment or service (where its actions or failures resulted from circumstances beyond its reasonable control).

15. Written notices

15.1 Any written notice you send us must be delivered by hand or sent by post to:

Head of Customer Services
Virgin Media Business
Business Customer Services
PO Box 1787
Sheffield
S9 3UH

or any other address we give you in writing.

15.2 Any written notice we send you will be:

15.2.1 delivered by hand or posted to your billing address shown on the **order form** or to your registered office;

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15.2.2 faxed to your fax number shown on the **order form** or given to us in writing;

15.2.3 emailed to your email address shown on the **order form** or given to us in writing; or

15.2.4 sent by text message to your mobile phone number shown on the **order form** or given to us in writing.

15.3 Written notice:

15.3.1 delivered by hand will be considered to have been received on that day;

15.3.2 sent by post will be considered to have been received three days after the date it was posted;

15.3.3 sent by fax will be considered to have been received when it is sent, as long as the sender receives a transmission report confirming that the fax has been sent correctly and without error;

15.3.4 sent by email will be considered to have been received on the **working day** it is first stored in the email inbox of the person the notice was emailed to; and

15.3.5 sent by text message will be considered to have been received on the **working day** the notice is first stored in the message inbox of the person the notice was texted to.

15.4 If you send us written notice to cancel an **order** or end the **agreement** you must make sure that you keep a copy of the notice and proof of delivery.

16. Confidentiality

16.1 When you or we provide confidential information (information which you or we mark as confidential or which is clearly confidential) to the other, the person receiving the confidential information (the receiver) gives the person providing the confidential information (the provider) the following assurances.

16.1.1 The receiver will keep confidential information the provider gives in discussions leading to the **agreement**, and then in connection with the **agreement**, private.

16.1.2 The receiver can give the provider's confidential information, to the extent necessary but in strict confidence, to its employees, agents and contractors involved in supplying or using the **professional services**, as the case may be. The receiver will not release all or some of the provider's confidential information to any other person without the provider's permission in writing.

16.1.3 The receiver will only use the provider's confidential information in connection with us supplying or you using the **professional services**, and not for its own benefit or the benefit of anyone else.

16.2 You must not reveal the terms of the **agreement** to any third party, or make any announcements about its contents, without our permission in writing. We may tell others that you are a customer of ours and issue agreed press releases, promotional material and case studies in line with clause 18.14, but we will not otherwise reveal the terms of the **agreement** to any third party without your permission in writing.

16.3 The confidentiality obligations in clauses 16.1 and 16.2 will not apply if any court, government or regulator requires the receiver to reveal the confidential information (but only to the extent required by **law**). Unless the **law** does not allow this, the receiver will give the provider written notice, as soon as reasonably possible, about its confidential information being released.

16.4 The confidentiality obligations in clauses 16.1 and 16.2 will not extend to confidential information which:

16.4.1 became available to the public in a way other than through the receiver's negligence or failure to meet an obligation under the **agreement**;

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16.4.2 the receiver already knew before the provider gave it the confidential information; or

16.4.3 was given to the receiver by a third party who did not receive it in confidence.

16.5 Clause 16 will stay in force after all or any part of an **order** is cancelled or the **agreement** ends.

17. Data protection

17.1 This clause will apply to the extent that we process personal data on your behalf in the course of providing the professional services under this agreement.

17.2 You will be the data controller of the personal data that is provided to us for processing under this agreement and we will act as a data processor on your behalf .

17.3 Under this agreement, you will be responsible for:

17.3.1 complying with all data protection legislation in respect of your use of our services, your processing of the personal data and any processing instructions you give us.

17.3.2 ensuring you have the right to collect, provide access to or transfer the personal data to us for processing under this agreement.

17.3.3 ensuring that you will not disclose (or permit any data subject to disclose) any special categories of data to us for processing.

17.4 We will **process** the **personal data** to the extent necessary to provide you with the **professional services** and in accordance with your reasonable instructions (including the reasonable instructions of any users accessing the **professional services** on your behalf) as set out in the **agreement** or otherwise in writing, and in doing so we will comply with the **data protection legislation**.

17.5 We will ensure that any of our personnel authorised to process the personal data will be subject to a duty of confidentiality.

17.6 We will take the following security measures:

17.6.1 implement appropriate technical and organisational measures to protect the personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (a data breach).

17.6.2 Upon becoming aware of a data breach, we will notify you without undue delay. We will make reasonable efforts to identify the cause of the data breach and to take such steps as we deem necessary and reasonable to mitigate the effects of such data breach, to the extent that such steps are within our reasonable control.

17.6.3 We will make reasonable efforts to provide such information as you may reasonably require to enable you to fulfil any data breach reporting obligations under the GDPR.

17.7 You agree that we may engage our group companies and third party sub-processors (collectively sub-processors) to process personal data on our behalf, provided that:

17.7.1 We maintain an up-to-date list of sub-processors which will be available on request.

17.7.2 We impose on such sub-processors data protection terms that require them to protect the personal data to the standard required by data protection legislation.

17.7.3 We remain liable for any breach of the data protection legislation caused by our sub-processor when processing personal data under this agreement.

17.8 We will not **process** or otherwise transfer any **personal data** outside the European Economic Area or to any international organisations unless we have appropriate assurances from that third party that the **personal data** will only be **processed** in compliance with **data protection legislation** (which will be

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satisfied and evidenced by us entering into a contract with that third party which contains the **model contract clauses**).

17.9 Taking into account the nature of the **processing** and information available to us, we will provide reasonable assistance to you to allow you to comply with your obligations in relation to: (i) security measures; (ii) notifying **data breaches**; and data privacy assessments.

We will be entitled to recover our reasonable costs of providing such assistance to you.

17.10 We will make available to you all information reasonably requested by you in writing to demonstrate our compliance with the obligations set out in this clause 17, and we will contribute to audits, including inspections, to verify compliance with such obligations conducted by you or an independent third party auditor acting under your direction. Such audits or inspections may take place no more than once per calendar year and will be at your cost. You will give us not less than 30 days' prior written notice of any such audit or inspection, and such audit or inspection will be carried out during our normal working hours with minimal disruption to our business.

17.11 Upon expiry or termination of this **agreement**, we will, at your request, delete or return to you the **personal data processed** under this **agreement**, unless storage is required by law.

18. Marketing and your information

18.1 When you want to buy any **professional services** from us, we will check the following records about you, your **group companies** and your business partners.

18.1.1 Our own records.

18.1.2 Personal and business records at credit-reference agencies. When credit-reference agencies receive a search from us they will note this on your business credit file, and this may be seen by other companies. The credit-reference agencies will give us both public records (including the electoral register) and shared credit and fraud prevention information.

18.1.3 Records held by fraud-prevention agencies.

18.2 If you are a director, we will get confirmation from credit reference agencies that the residential address you have given us is the same as that shown on the restricted register of directors' usual addresses at Companies House.

18.3 We will make checks such as assessing your offer to buy any **professional services** and confirming identities to prevent and detect crime and money laundering. We may also make occasional searches with credit-reference agencies and fraud prevention agencies to manage your account with us.

18.4 We will send credit-reference agencies information you give us, including information on your business and its owners. The credit-reference agencies will record the information and may create a record of the name and address of your business and its owners (if there is not one already). We will give credit-reference agencies details of your accounts with us and how you manage them.

18.5 If you do not pay amounts you owe us, in full and on time, credit-reference agencies will record the debt. Credit-reference agencies and fraud-prevention agencies may supply this information to other organisations so they can carry out checks, trace where you are and recover debts that you owe. Such records stay on file for six years after the relevant account is closed, whether or not you have cleared the debt. If you do not make payments that you owe us, we will trace you to recover the debt.

18.6 We will carry out a search to check your identity. This involves checking the details you give us against those held on databases which credit-reference agencies and fraud-prevention agencies have access to, including the electoral register. A record of this search will be kept, and other companies may use it to help them check your identity. We may also pass information to financial institutions and other organisations involved in preventing fraud, to protect us and our customers from theft and fraud.

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18.7 If you give us false or inaccurate information and we suspect or identify fraud, we will record this and may pass this information to fraud prevention agencies and other organisations involved in investigating crime and preventing fraud. We and organisations from other countries can see and use, in other countries, the information recorded by fraud-prevention agencies.

18.8 We may monitor and record our telephone conversations with you in order to maintain the quality of our customer services and for training purposes.

18.9 We can pass on information that describes the habits, usage patterns and characteristics of all or groups of our customers (including you). However, the information is anonymous and does not describe or reveal the identity of any particular customer.

18.10 Unless you have ticked the relevant boxes on the **order form**, or have told us otherwise in writing, we may:

18.10.1 use your information to send you information about other products or services we or a our **group companies** have available; and

18.10.2 provide your information to third parties so they can give you information about their products or services.

18.11 For the purpose of providing **professional services** under the **agreement**, you give us permission to use your personal information, together with other information from you, for the purposes of:

18.11.1 providing you with the **professional services**, service information and updates;

18.11.2 administration;

18.11.3 credit scoring;

18.11.4 carrying out identity checks;

18.11.5 preventing fraud;

18.11.6 monitoring and improving customer services;

18.11.7 training; and

18.11.8 tracking and assessing the use of our services;

for as long as we need to for these specified purposes, which may be after an **order** is cancelled or the **agreement** ends.

18.12 Occasionally, we may use third parties to process your personal information in the ways set out above. These third parties can only use the information in line with our instructions.

18.13 We may use any information you provide for the purposes set out in this clause 18, for other purposes you give permission for, or for any other purpose required by **law**. We can pass your information to any of our **group companies**, debt-collection agencies, credit-reference agencies, credit- or fraud-monitoring schemes, security agencies or credit providers.

18.14 Unless you have ticked the relevant box on the **order form**, or you have told us otherwise in writing, you agree to be involved in any press release, promotional material or case studies relating to the **agreement** which we reasonably request.

19. Changing the professional services

19.1 You can ask us, in writing, to change the **professional services**.

19.2 If you ask us to make a change under clause 18.1, we will try to meet your request and, where appropriate, provide a **statement of work**. You must then follow the steps we tell you are needed to agree and make the change.

19.3 You must pay any **charges** as agreed in writing between you and us, or set out in the **statement of work** or **order form**. You may have to pay these before we make the change.

19.4 If we instruct you to carry out any work necessary in connection with a change you have asked for, you must carry out that work strictly in line with our instructions.

19.5 Any change under this clause 18 may result in the **charges** increasing.

19.6 Except where you and we enter into a new agreement to give effect to any change, the terms and conditions of the agreement will apply to the agreed change.

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19.7 We may at any time improve or change the professional services if any of the following apply:

19.7.1 Our subcontractors' services have changed and this affects the professional services we provide to you;

19.7.2 We have reason to believe that the change is needed to maintain or improve quality or to benefit customers as a whole;

19.7.3 The change it necessary for technical reasons;

19.7.4 We have to make the change by law.

20. Entire agreement

20.1 The **agreement** between you and us, together with any document referred to in it, is the whole **agreement** between you and us and replaces any previous drafts, agreements, and arrangements relating to the **professional services**.

20.2 You and we agree that neither you or we have been encouraged to enter into the **agreement** by any representation or promise other than those contained in the **agreement**, and cannot take any action in respect of any other representation or promise, except in the case of fraud or a representation or promise that is central to the **agreement**. However, clauses 11.4 and 11.5 will apply to any representation or promise that is central to the **agreement**.

21. Miscellaneous

21.1 Except where the **agreement** states otherwise, the rights and remedies under the **agreement** are in addition to, and do not overrule or exclude, any rights or remedies available under the **law** or otherwise.

21.2 If we or you do not exercise, or delay in exercising, any right or remedy we or you have under the **agreement**, this does not mean that we or you have given up that right or remedy or any other (whether before, at the same time or after), and so we or you may exercise that right or remedy or any other in the future.

21.3 If we or you exercise all or part of any right or remedy we or you have under the **agreement**, this will not prevent us or you from exercising that or any other right or remedy in the future.

21.4 If any court or other relevant authority finds that any part of the **agreement** is illegal or cannot be enforced, this will not affect the rest of the **agreement**. In these circumstances, you and we will discuss the affected part of the **agreement** to find a substitute that, as far as possible, results in the same economic effects and is legally binding and able to be enforced.

21.5 If any part of the **agreement** is intended to stay in force after an **order** is cancelled or the **agreement** ends, that part will stay in force after the **order** is cancelled or the **agreement** ends for any reason.

21.6 Unless there are any relevant restrictions in the **agreement**, at any time after the date of this **agreement**, you or we may ask the other to complete any necessary paperwork, and take any action reasonably necessary, for the purpose of giving you or us (as appropriate) the full benefit of your or our rights under the **agreement**. The one asking for the paperwork to be completed, or action carried out, will pay the reasonable costs that result from completing the paperwork or carrying out the action.

21.7 Nothing in the **agreement** forms a partnership between you and us, or makes you an agent of **ours** (or vice versa).

21.8 You and we agree that the **agreement** cannot be enforced by anyone (other than you and us) under the Contracts (Rights of Third Parties) Act 1999.

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22. Disputes

22.1 If there is a dispute between you and us in connection with the **agreement**, and you and we cannot settle the dispute by discussion between ourselves within 30 days of giving the other notice of the dispute, you or we may refer the dispute to arbitration, or to the courts of England, in line with clause 23.

22.2 While the procedure set out in this clause 22 is being followed, and during any legal proceedings which may be ongoing or pending, you and we will both continue to meet **your** and our obligations under the **agreement**, but nothing in this clause prevents you or us from ending the **agreement** in line with these **standard terms and conditions**.

22.3 Nothing in this clause 22 prevents you or us from applying to a court for equitable relief (a range of remedies that a court has the power to grant) if damages alone would not be an adequate remedy for breaking the **agreement**.

23. Governing law and jurisdiction

23.1 The **agreement** and any obligations arising from or connected with it will be governed by, and interpreted according to, English law.

23.2 Any dispute arising under the **agreement** which does not involve:

23.2.1 a complicated issue of **law**; or

23.2.2 an amount of more than £5,000;

may be referred to arbitration or other appropriate method of dispute resolution.

23.3 If any legal action or proceedings arise in connection with the **agreement** (whether arising out of contractual or non-contractual obligations), you and we accept that only the English courts have the power to decide on such action or proceedings.

We are fully committed to dealing with all complaints, fully and fairly, and within a reasonable time. If you'd like to find out how we deal with complaints, please see Our Complaint Resolution Code of Practice. This is in the Code of Practice section on our website at www.virginmediabusiness.co.uk, or you can phone our Customer Services team on 0800 052 0800 to ask us for a copy.

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Thank you

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ANNEX 2

General Conditions

Version Number 4.0

GENERAL CONDITIONS FOR BUSINESS CUSTOMERS

1 Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires:

Term / Expression	Meaning
"Acceptable Use Policy"	means any document made available by VMO2B from time to time (including on the VMO2B Website) which sets out the rules and obligations for using or accessing the relevant Service (including any acceptable use or fair use policy);
"Acceptance Tests"	means the standard tests VMO2B carry out to check that the relevant Service is ready for use;
"Add-On Service"	means an optional add-on or bolt-on service that the Customer chooses to take which does not form part of the core services under the Agreement and which has no Minimum Period or has a Minimum Period or notice period of 30 days or less;
"Affiliate"	means any undertaking which is a subsidiary undertaking or parent undertaking (including the ultimate parent undertaking) of the relevant party and any company which is a subsidiary undertaking of such parent undertaking (the terms subsidiary undertaking and parent undertaking company having the meanings set out in Section 1162 of the Companies Act 2006);
"Agreement"	means this agreement between the Customer and VMO2B recorded in the documents described in clause 25 of these General Conditions;
"Ancillary Service"	means an extra service (excluding an Add-On Service) which is linked to the core services provided under this Agreement, which the Customer uses, registers or signs up for and, where relevant, is described as an ancillary service in its terms and conditions;
"Applicable Law"	means, in any jurisdiction in which the Services are to be performed, any and all applicable laws, regulation, any legally binding industry standards or guidance and any applicable and binding judgement of a relevant court;
"Billing Agent"	has the meaning set out in clause 7.1. of these General Conditions;
"Charges"	means all amounts payable by the Customer to VMO2B under this Agreement for Services (whether or not the Service is used by the Customer), Equipment, as Termination Fees, and any ancillary associated charges as set out in the Commercial Schedule and/or on the VMO2B Website;
"Commencement Date"	means the date this Agreement has been signed by the Customer;
"Commercial Schedule"	means the document or documents entitled Commercial Schedule, which set out the Charges associated with a particular Service;
"Confidential Information"	means proprietary information and/or any information obtained from the other party in connection with this Agreement (including for the avoidance of doubt details of the Customer Employees) which is: (i) reasonably identified by either party as commercially sensitive or confidential; (ii) obviously confidential in nature; or (iii) given in circumstances giving rise to an obligation of confidence including the existence, subject matter and terms of this Agreement;
"Customer"	has the meaning set out in the front sheet to this Agreement;
"Customer Employee"	means any employee, consultant, agent or sub-contractor (or an employee or consultant thereof) engaged or employed by the Customer;
"Data Protection Laws"	the Data Protection Act 2018, Regulation (EU) 2016/679 (the "EU GDPR") to the extent applicable, (the "UK GDPR") (as defined in the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019) and any relevant law implemented as a result of GDPR, UK GDPR, E Privacy Law and any other legislation in any applicable jurisdiction concerning the protection and/or processing of personal data, including all subordinate legislation, regulations, guidance and codes of practice. The terms "Data Controller", "Data Processor", "Data Subjects", "Personal Data", "Personal Data Breach" and "Process" shall have the meaning given to them in Data Protection Laws;

Term / Expression	Meaning
"E Privacy Law"	Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector, as amended by Directive 2009/136/EC and any relevant law implementing or superseding Directive 2002/58/EC, including the Privacy and Electronic Communication (EC Directive) Regulations 2003 and any superseding law;
"End User Licensed Software"	means any software, the licence terms of which are governed by a separate agreement with the licensor of such software;
"Equipment"	means the Service Equipment and the Purchased Equipment;
"Equipment Charges"	means the amounts payable by the Customer for any Purchased Equipment;
"General Conditions"	means this document entitled "General Conditions for Business Customers";
"Intellectual Property Rights"	means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world together with all rights of action, powers and benefits arising from ownership of any such rights, including the right to sue for damages and other remedies in relation to all causes of action arising before, on or after the date of this Agreement;
"Losses"	means any and all actions, awards, costs, claims, damages, losses (excluding those losses liability for which are excluded in accordance with clause 18.2, demands, expenses, fines, judgments, penalties and proceedings, tribunal awards, disbursements, payments (including any and all liabilities arising from the employment or engagement (or the termination thereof) of any individual as provided for in clause 28) and any other professional costs, losses or liabilities (calculated on a full indemnity basis);
"Minimum Holding"	means the minimum number of instances of a Service (e.g. lines) which must remain connected to a particular Service as specified in the Commercial Schedule or Service Schedule;
"Minimum Holding Charge"	means, in relation to a particular Service, the Charges payable for that Service for a failure to reach and maintain the Minimum Holding(s), as specified in the Commercial Schedule;
"Minimum Holding Period"	means, in relation to a particular Service, the number of months from the Service Commencement Date within which the Customer is required to connect the Minimum Holding(s), as specified in the Commercial Schedule or Service Schedule;
"Minimum Period"	means in respect of the relevant Service or instance of a Service, the minimum number of months from the relevant Service Commencement Date that such Service or instance of a Service will be in operation which, unless specified otherwise in the Commercial Schedule, shall be 24 months from the relevant Service Commencement Date;
"Minimum Spend"	means the minimum total expenditure which must be incurred by the Customer prior to the expiry of the Minimum Term, in relation to all or a particular Service or Services, as set out in the Commercial Schedule(s) or Service Schedule, and excludes any Equipment Charges or other line items, unless specified in the Commercial Schedule;
"Minimum Term"	means the initial period of this Agreement as specified in the Commercial Schedule and, if not specified, shall be the period from the Commencement Date until the expiry of the last Minimum Period of the last remaining Service;
"Network"	means the VMO2B network and the network of any Third Party used by VMO2B to supply the Services, as applicable;

Term / Expression	Meaning
"Order Form"	means a document containing the detailed information necessary to fulfil a Customer's order for Services, in the form notified by VMO2B to the Customer from time to time;
"Purchased Equipment"	means the equipment purchased by the Customer from VMO2B under this Agreement, as detailed in the Commercial Schedule and/or such other format as may be agreed by VMO2B;
"Rental Charge(s)"	means the monthly non-usage dependent part of the Charges for the Services, as specified in the Commercial Schedule, and/or on the VMO2B Website (as amended from time to time in accordance with the terms of this Agreement);
"Replacement Services"	means all or part of the Services or services substantially similar to all or part of the Services which are provided by an entity other than VMO2B following the expiry or termination of the Agreement (or the relevant part of the Agreement) or the expiry or termination of any or all of the Services;
"RPI Change"	has the meaning given in clause 6.1 of these General Conditions;
"RPI Uplift"	means the percentage to be applied to Charges in addition to the RPI Rate, and which shall be set out in the Commercial Schedule;
"RPI Rate"	means the RPI Percentage change over 12 months published by the Office for National Statistics in February at https://www.ons.gov.uk/ (such URL as may be updated from time to time), or if such index ceases to be published, such index which supersedes or replaces it or the index which in VMO2B's reasonable opinion most nearly corresponds with the same and which will be notified by VMO2B to its customers on the VMO2B Website;
"Service Commencement Date"	means in respect of a Service or a particular instance of a Service the earlier of (i) the date on which a particular Service or instance of a Service is first provided to the Customer; (ii) the date on which the particular Service or instance of a Services passes the Acceptance Tests; or (iii) as otherwise explicitly set out in this Agreement;
"Service Equipment"	means all equipment (other than the Purchased Equipment) and associated materials (including Software forming part of the equipment) provided by VMO2B to the Customer under this Agreement but in which title does not pass to the Customer and which the Customer is permitted to use solely for the receipt or use the Services;
"Service(s)"	means the service(s) provided by VMO2B to the Customer under the terms of this Agreement as identified in the Commercial Schedule(s) and as further described in the Service Schedules, including but not limited to any Ancillary Services;
"Service Levels"	means the service levels (if any) for a particular Service as set out in a Service Schedule;
"Services Provider"	means a provider of telecommunications services or other services similar to the Services, including VMO2B or a VMO2B Affiliate or any direct or indirect supplier of VMO2B or a VMO2B Affiliate;
"Service Schedule"	means the document entitled "Service Schedule" containing additional terms relating to a particular Service;
"Service Transfer"	means the transfer of a Service (or any part of a Service) that had been provided pursuant to the Agreement (as a result of termination of the Agreement or otherwise);
"Site"	means (where applicable) a physical location at which any Equipment shall be located and/or at or to which a Service shall be provided;
"Software"	means any software, excluding End User Licensed Software, supplied to the Customer by VMO2B under this Agreement and includes all other software identified in this Agreement as "Software";
"Successor Supplier"	means any entity (including the Customer where relevant) which provides the Replacement Services;

"Termination Fee"	means, in respect of a Service, the relevant termination fee set out in the Commercial Schedule, and if not otherwise specified, means as applicable: the monthly Rental Charge for each instance of a Service multiplied by the remaining number of part or whole months in the Minimum Period for each instance of that Service; and the Minimum Holding Charge; and any shortfall between the actual Charges paid by the Customer and the Minimum Spend;
"Term"	means the term of this Agreement as set out in clause 2 of these General Conditions;
"Third Party"	means a person, company or entity other than VMO2B or the Customer;
"Transferring Employee"	means any employee, consultant, agent or sub-contractor (or an employee or consultant thereof) engaged or employed by the Customer or any Third Party to provide a service or services similar to a Service or any part of a Service;
"TUPE Regulations"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006, (as amended, re-enacted or extended from time to time);
"Users"	means Customer Employees, subcontractors, agents or anyone else who is permitted by the Customer to use the Service;
"VAT"	means value added tax chargeable under the Value Added Tax Act 1994;
"VMO2B Employee"	means any employee or other staff of VMO2B or a VMO2B Affiliate; or any employee or other staff of any direct or indirect sub-contractor or supplier of VMO2B or a VMO2B Affiliate who provides the Services on behalf of VMO2B;
"VMO2B Privacy Policy"	means either (i) O2's privacy policy available at https://www.o2.co.uk/termsandconditions/privacy-policy; or (ii) Virgin Media Business' privacy policy available at https://www.virginmediabusiness.co.uk/legal/privacy-policy/ as may be updated from time to time;
"VMO2B Website"	means either (i) www.o2.co.uk; or (ii) www.virginmediabusiness.co.uk or any other web address notified by VMO2B to the Customer from time to time;
"Working Day"	means Monday to Friday (excluding UK bank and public holidays); and
"Year"	any period of 12 consecutive months starting on the Commencement Date or any anniversary of the Commencement Date provided that, where this agreement is terminated part way through such a 12 month period, a reference to a Year shall include the period from the end of the last Year completed until the date of termination.

1.2 The headings in this Agreement are for ease of reference only and shall not affect its construction.

1.3 References in this Agreement to any statute or statutory instrument or to Applicable Law shall include any subordinate legislation made from time to time under the same and any re-enactment, modifications or amendments thereto. References to clauses, sub-clauses and Service Schedules refer, unless otherwise stated, to the clauses, sub-clauses, and Service Schedules to this Agreement. References to paragraphs are to the paragraphs of the relevant Service Schedule. References to any document or to any website are to such document or website as the same and which may be amended from time to time.

1.4 Unless the context otherwise requires, the singular shall include the plural and vice versa and any reference to one gender shall include a reference to the other genders.

1.5 Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the generality of the related general words.

1.6 Any obligation on a party to do something includes an obligation to procure that its personnel, including subcontractors, do that thing.

1.7 References in this Agreement to a Service shall include any instance of such Service as applicable (for example, reference to a landline Service shall include both all landline Services provided to the Customer and/or each individual landline, as the context requires).

2 Commencement and Term

2.1 This Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with clause 14, shall continue for the Minimum Term and thereafter until the last remaining Service terminates in accordance with this Agreement (the "Term").

3 Supply of Services and/or Equipment

3.1 In consideration of the Customer paying the Charges and fulfilling all of its commitments as set out in this Agreement, VMO2B shall supply the Services and/or Equipment as applicable in accordance with the terms of this Agreement.

3.2 VMO2B shall supply the Service from the relevant Service Commencement Date for the relevant Minimum Period and thereafter until terminated by either party in accordance with the provisions of this Agreement.

4 VMO2B Obligations

4.1 VMO2B will supply the Services with the reasonable skill and care of a competent telecommunications service provider and shall comply with all Applicable Laws.

4.2 VMO2B does not guarantee that the Services will be continuously available and/or fault-free. The Customer acknowledges that faults may occur from time to time, but that VMO2B will endeavour to remedy any faults in accordance with the terms of this Agreement (including any applicable Service Levels).

4.3 VMO2B will use reasonable endeavours to provide the Services subject to technical and commercial feasibility.

4.4 VMO2B shall be entitled to change the way it provides a Service, provided that such change does not materially impact the ability of VMO2B to provide the Service to the Customer.

4.5 Unless otherwise set out in a Service Schedule, VMO2B shall use reasonable endeavours to provide the Services and/or Equipment within any time periods and/or by any date indicated to the Customer, but all time periods and dates are estimates and except where explicitly stated VMO2B shall have no liability for any failure to meet any date or perform any of its obligations within the time period indicated.

5 The Charges

5.1 The Charges for the Services and/or Equipment are set out in the Commercial Schedule(s) save that, where a Charge is not set out in the Commercial Schedule, the Charge shall be as set out on the VMO2B Website at the time the Equipment and/or Service is supplied.

5.2 Usage based Charges shall be based upon data recorded by or on behalf of VMO2B.

5.3 The Charges are exclusive of VAT which will be charged at the prevailing rate.

6 RPI Change to the Charges

6.1 The Customer's Rental Charges will increase annually by the RPI Rate plus RPI Uplift (together a "RPI Change"). If the RPI Rate is equal to or less than zero the Customer's Rental Charges will be increased by the percentage as set out in the Commercial Schedule. By way of illustration:

a) if the RPI Rate is 2% and the RPI Uplift is 0%, then the RPI Change would be equal to 2%. If the Customer's Rental Charges are £400 per month, this would increase to £408 from April of the year

which in which the RPI Change is applied; and

b) if the RPI Rate is 0% and the RPI Uplift is 2%, then the RPI Change would be equal to 2%. If the Customer's Rental Charges are £400 per month, this would increase to £408 from April of the which in which the RPI Change is applied.

6.2 The increase in Rental Charges will take effect in the Customer's April invoice following an RPI Change.

7 Invoicing and Payment

7.1 Where stated in the Commercial Schedule, VMO2B may bill the Customer for some or all of the Charges through a VMO2B Affiliate, including but not limited to Virgin Media Payments Limited, acting as VMO2B's billing and collections agent (the "Billing Agent"). Any invoice for Services from a Billing Agent must be settled on and in accordance with the terms of this Agreement. The Billing Agent shall have VMO2B's authority to recover any outstanding Charges in respect of such Services on VMO2B's behalf and the Customer agrees to deal directly and exclusively with the Billing Agent in respect of the same.

7.2 The Customer shall pay the Charges in accordance with this clause 7.

7.3 VMO2B may invoice Customer at the frequency stated in the Commercial Schedule (or monthly if not stated) in relation to Services and any associated ancillary items and on delivery in relation to Equipment in the form of one or more invoice(s) which shall set out the Charges due in accordance with this Agreement.

7.4 Unless otherwise stated in the Commercial Schedule, the Customer shall pay:

a) Rental Charges monthly in advance;

b) Usage Charges monthly in arrears; and

c) Non-recurring Charges, as and when due.

7.5 The Customer must pay the Charges to VMO2B by either direct debit, credit card or bank transfer. Where the method of payment is by credit card, if payment of the Charges are not made on the due date, VMO2B is authorised to debit the Customer's nominated credit card company with all Charges due and payable to VMO2B.

7.6 The Customer shall pay each invoice (including any invoice relating to Termination Fees) within 30 days of the date of invoice. The invoice shall be deemed paid once VMO2B receives such payment as cleared funds in VMO2B's (or any VMO2B Affiliate's) nominated bank account.

7.7 The Customer shall pay the Charges (including any Termination Fees) in full without any deduction or set off. VMO2B may, without prejudice to any other rights it may have, set off any liability of the Customer to VMO2B against any liability of VMO2B to the Customer.

7.8 Without prejudice to any other provision of this Agreement, VMO2B may delay sending invoices, or bring forward the date VMO2B sends an invoice, to coincide with VMO2B's billing cycles. The first and last invoice relating to the Services may include Charges due for more or less than one complete billing cycle depending on when the Service starts or ends.

7.9 If the Customer pays the Charges by direct debit VMO2B may alter the Customer's direct debit instruction to reflect the Charges for the Service at that time. When this Agreement ends, the Customer will be responsible for cancelling any direct debit instruction or other payment arrangement.

Late Payment

7.10 Without prejudice to any other rights of VMO2B, if the Customer fails to pay any sums due to VMO2B on time or at all, VMO2B shall be entitled to:

a) charge interest (both before and after any judgment) on amounts overdue from the Customer under this Agreement from the due date until the payment is made at the rate of 4% per annum over the base rate of Barclays plc for the time being during the relevant period;

b) charge the Customer for all costs and expenses, including legal costs (calculated on a full indemnity basis) and all other professional costs and expenses incurred by or on behalf of VMO2B in recovering the overdue amount and interest referred to in this clause 7.10 from the Customer which, for the avoidance of doubt, shall include but is not limited to a fixed late payment Charge (in addition to the statutory interest on the debt) which shall be:

i) for a debt less than £1000, the sum of £40;
ii) for a debt of £1000 or more, but less than £10,000, the sum of £70;
iii) for a debt of £10,000 or more, the sum of £100; and

c) suspend the provision of the relevant Service(s) with as much prior notice as VMO2B considers to be reasonably practicable, until such time as all payments due including all interest accrued has been paid and satisfied in full.

Credit Security

7.11 If at any time prior to or following any credit check described in clause 26.1, the Customer does not meet the standard of creditworthiness VMO2B considers acceptable, VMO2B may:

a) immediately end all or part of the Agreement by giving written notice to the Customer;

b) require the Customer to pay regular instalments towards future Charges;

c) set a credit limit on the Charges that can be accrued under this Agreement and VMO2B can review any such credit limit at any time;

d) suspend the Service from the time the Customer reaches the credit limits until the Customer has paid the Charges; and

e) apply any other restrictions on the Customer's right to use the Service as VMO2B considers appropriate.

7.12 VMO2B may request from the Customer a deposit payment as security for payment of Charges which VMO2B may use to cover any overdue Charges in which case the Customer shall provide such deposit within 5 days of such request. Any deposit shall not be treated as an advance payment and will not earn interest.

7.13 The Customer may request the return of any deposit paid (or the remaining part of it if VMO2B have used the deposit to pay overdue Charges) at the expiry of each 12 month period after the deposit was taken but the decision to return any deposit prior to termination of the Agreement will be at the discretion of VMO2B. VMO2B will refund the deposit (or the remaining part of it if VMO2B have used the deposit to pay overdue Charges) on termination of the Agreement as long as the Service Equipment is returned to VMO2B in good condition (except for fair wear and tear).

8 New Services

8.1 The Customer may request new services on the terms set out on the VMO2B Website by placing a new service order (either in the form of an order form, or such other format as may be agreed by VMO2B) under this Agreement. VMO2B shall be entitled to accept or reject a new service order. Once a new service order

is accepted by VMO2B:

a) the new service shall be deemed added to the Agreement (including the terms of the VMO2B Website applicable to the new service as well as any applicable Service Schedule(s)); and

b) VMO2B shall supply to the Customer the Services requested in that new service order only on the terms and conditions of this Agreement.

8.2 The Customer may request a new service at any time on terms other than those set out on the VMO2B Website. In the event that VMO2B and the Customer agree the terms that would apply to such new services, those terms will be added to this Agreement by execution of a formal variation.

9 Customer Obligations

9.1 The Customer shall and shall procure that Users (or anyone having access to the Services), shall:

a) comply with any reasonable instructions from VMO2B and with any health and safety or security policies, and any Acceptable Use Policy in each case as may be implemented and/or amended by VMO2B from time to time relating to the use of the Services and/or Equipment;

b) not use the Services and/or Equipment in a manner which damages the reputation of VMO2B or VMO2B's suppliers, is inconsistent with a reasonable customer's good faith use of the Services and/or Equipment (including spamming and the sending of unsolicited advertising or promotional material), and/or adversely affects the provision of the Services and/or Equipment to other customers;

c) not use the Services and/or Equipment fraudulently or in connection with a criminal offence;

d) not use the Services and/or Equipment in a way that contravenes any Third Party's rights (including copyright and rights of privacy or confidentiality) or any Applicable Law, licence, code of practice, instructions or guidelines issued by a relevant regulatory authority;

e) hold and will continue to hold any licences, consents and/or notifications required under any applicable legislation, regulation and/or administrative order to receive and use the Services and/or Equipment;

f) notify VMO2B of any methods of doing business which may affect the Customer's use of the Services and/or Equipment or the Customer's ability to comply with the terms of this Agreement;

g) not send or receive any communications if doing so would be an offence under section 127(a) of the Communications Act 2003; and

h) comply with all Applicable Laws.

9.2 In order for VMO2B to meet its obligations under this Agreement, after giving the Customer reasonable notice (except in an emergency), the Customer must allow VMO2B to enter those parts of the Site, the Customer's other premises or the Customer's land (whether owned or occupied) as is necessary in connection with the provision of the Services.

9.3 Subject to clause 11, the Customer agrees it is procuring the Services solely for its own use and will not re-sell or otherwise act as any form of distributor in respect of the Services or any part of them.

9.4 The Customer shall provide VMO2B with all information and/or assistance that VMO2B may require to perform the Services, including the completion and submission of an Order Form within 5 Working Days of the Commencement Date, by such method as may be specified by VMO2B from time to time. The Customer shall ensure the information is complete and accurate. VMO2B shall not be responsible for any failure and/or delay to provide the Services which is a result of the Customer's failure to provide VMO2B with the required

information and/or assistance. The Customer shall reimburse VMO2B for any administrative charges it incurs as a result of information it receives in accordance with this clause 9.4 that is incomplete or inaccurate.

9.5 If the Customer asks VMO2B to:

a) change the Service (including moving, adding or swapping a Service); or

b) provide Services at a different Site,

and VMO2B agree to the Customer's request, the Customer must (i) do everything that VMO2B reasonably requires for VMO2B to make the change; and (ii) pay the applicable Charges. VMO2B may, without giving the Customer notice, amend the Charges to reflect the change, and clause 14.4 will not apply to the amendment.

9.6 The Customer shall notify VMO2B immediately (and confirm in writing) on becoming aware that any person is making improper or illegal use of the Services. The Customer acknowledges that it is responsible for the use of the Services (whether by the Customer or by any other person), including all Charges that arise.

9.7 The Customer agrees and acknowledges that VMO2B and/or a supplier of VMO2B may monitor and record calls or other communications including in relation to VMO2B's customer services.

9.8 The Customer acknowledges that some of the Services enable access to the internet and that use of the internet is solely at the Customer's risk and subject to all Applicable Laws. VMO2B has no responsibility for any information, software, services, goods or other materials obtained by the Customer using the internet.

9.9 The Customer warrants to VMO2B that it will take all reasonable steps (including testing with up-to- date commercially available virus detection software) to ensure that any software used with or in connection with the Services that is not provided by VMO2B under this Agreement is not infected by viruses and/or logic bombs, worms, trojan horses and any other types of disruptive, destructive or nuisance programs.

9.10 The Customer acknowledges and agrees that it will not move or interfere with the Equipment, (including changing the settings) or use the Service in excess of any capacity or other restriction under the Agreement or as otherwise agreed in writing. If the Customer is in breach of this clause 9.10 VMO2B may, without affecting VMO2B's other rights and remedies, increase the Charges as VMO2B reasonably think fit. Clause 14.4 will not apply to such an increase in Charges.

9.11 Any breach of this clause 9 shall entitle VMO2B to suspend the Service and/or terminate the Agreement. The Customer shall indemnify VMO2B against any liabilities, claims, damages, Losses and proceedings arising out of or in connection with any use of the Service in breach of this clause 9.

10 Anti-bribery and Corruption

10.1 VMO2B and the Customer each agree and undertake to the other that in connection with this Agreement and the transactions contemplated by this Agreement, they will each respectively comply with all Applicable Laws relating to anti-bribery and anti-money laundering, including the Bribery Act 2010, the Modern Slavery Act 2015, the US Foreign Corrupt Practices Act 1977 and any laws intended to bring into force the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and shall not engage in any activity, practice or conduct which would constitute an offence under the same if such activity, practice or conduct had been carried out in England and Wales (the "Relevant Requirements").

10.2 The Customer shall have and maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and enforce them where appropriate.

10.3 The Customer shall promptly report to VMO2B any breach, or potential breach, of the Relevant Requirements.

10.4 Any breach by a party of this clause 10 shall be deemed to be a material breach of this Agreement not capable of remedy for the purposes of clauses 14.12a) and 14.12b) of this Agreement.

11 Customer Affiliates

11.1 VMO2B acknowledges that the Customer may permit a Customer Affiliate to use the Services and Equipment supplied by VMO2B to the Customer under this Agreement. The Customer will procure that its Affiliates and all Users are aware of and comply with the terms of this Agreement. The Customer shall be liable to VMO2B for, and shall indemnify and keep indemnified VMO2B against, any and all:

a) claims, Losses and expenses suffered or incurred by VMO2B as a result of a breach of a term of this Agreement resulting from a User's and/or Customer Affiliate's use of the Services and/or Equipment; and

b) Losses, costs and expenses resulting from any claims against VMO2B made by any of the Customer's Affiliates or Users (or any other Third Party whom the Customer has permitted to use a Service and/or Equipment).

12 Variations to the Agreement

12.1 Save as set out in clause 12.2, no variation of this Agreement shall be effective unless it is in writing, refers to this Agreement and is signed by the Customer (or its authorised representative) and accepted by VMO2B in writing.

12.2 Subject to clause 14.4, VMO2B may from time to time to vary the Agreement, including as follows:

a) vary the VMO2B Website. For variations to the Charges set out on the VMO2B Website, such variations shall be published at least 30 days before such changes come into effect or, where the variation arises due to changes imposed by Third Party manufacturers, Third Party suppliers or a regulatory body, as much notice as is reasonably practicable; and

b) vary the provisions of this Agreement (including the Charges but subject always to clause 14.4). VMO2B will provide to the Customer 30 days' notice in writing of any such variation or, where the variation arises due to (i) changes imposed by Third Party manufacturers, Third Party suppliers or a regulatory body, or (ii) are necessary for the Customer to continue receiving the Service(s), as much notice as is reasonably practicable.

save that nothing in this clause 12.2 shall relieve VMO2B from any regulatory obligation to notify the Customer in advance of any changes to the Agreement.

13 Suspension

13.1 VMO2B may, from time to time, upon reasonable notice where practicable, suspend the Services:

a) during any modification, maintenance, repair or improvements to the Network; and

b) to change the technical specification of the Services,

and, unless specifically agreed with the Customer, shall have no liability in relation to such suspension.

13.2 VMO2B may, from time to time and without notice or liability to the Customer, suspend the Services during any technical failure of the Network, because of an emergency or upon instruction by emergency services or

any government or appropriate authority (including to provide or protect a service to a hospital or other emergency organisation or essential service) or for the Customer's or Users' own security, including the prevention of injury to people or damage to property.

13.3 VMO2B shall use reasonable endeavours to restore the Services suspended in accordance with clause 13.1 or 13.2 as soon as reasonably practicable.

13.4 VMO2B may, without prejudice to its other rights hereunder, suspend or disconnect the Services without notice:

a) if the Customer fails to comply with the terms of this Agreement (including the Acceptable Use Policy) after being given written notice of its failure (including but not limited to failure to pay any Charges due hereunder); or

b) if the Customer allows anything to be done which in VMO2B's reasonable opinion may have the effect of jeopardising the operation of the Services or Network if applicable, or if the Services are being used in a manner prejudicial to the interests of VMO2B and/or a supplier of VMO2B.

13.5 If VMO2B has suspended the Services in accordance with clause 13.4, VMO2B shall restore the Services when the relevant default is remedied.

13.6 The Customer shall remain liable for:

a) all Charges levied in accordance with this Agreement during any period of suspension; and

b) all reasonable costs and expenses incurred by VMO2B in the implementation of such suspension or disconnection, where such suspension or disconnection arises from the circumstances described in clause 13.4.

13.7 If VMO2B agrees to restore the Services that have been suspended in accordance with clause 13.4, the Customer must pay VMO2B's reasonable Charges of doing so, and any reasonable deposit required by VMO2B.

13.8 VMO2B may, without prejudice to its other rights hereunder, suspend or terminate a Service if an VMO2B supplier suspends, terminates or lets expire the provision of services to VMO2B which VMO2B requires to provide such Service and for which VMO2B is unable to find a replacement supplier, having used its reasonable endeavours. VMO2B will provide as much notice as is reasonably possible.

13.9 VMO2B may, where requested by or on behalf of the Government, a regulatory body, an emergency service or other relevant authority (including because of fraud or misuse) or where required to do so by Applicable Law, suspend or terminate all or part of the Services provided under this Agreement or take any other actions VMO2B reasonably believes is necessary.

14 Termination

Termination for Convenience

14.1 Unless specified otherwise in a Service Schedule or the Commercial Schedule, the Customer may terminate this Agreement (in whole or in relation to a particular Service) by:

a) providing to VMO2B 90 days' notice in writing; and

b) paying VMO2B the applicable Termination Fees in respect of the Service(s) being terminated.

14.2 If the Customer terminates an order for Services prior to the Service Commencement Date, terminates the

Services or an instance of a Service prior to the expiry of any applicable Minimum Period, during the Minimum Term, and/or before any applicable Minimum Holding or Minimum Spend has been achieved then the Customer shall pay to VMO2B the Termination Fees in accordance with the applicable Commercial Schedule.

14.3 Unless specified otherwise in a Service Schedule or the Commercial Schedule and without prejudice to any other VMO2B's rights to terminate this Agreement, VMO2B may terminate this Agreement (in whole or in relation to a particular Service) by providing to the Customer 30 days' notice and, in this event, the Customer shall not be liable for any Termination Fees.

Termination Resulting from Changes to the Agreement

14.4 Subject to clause 14.5, the Customer shall be entitled to terminate the Agreement by providing notice in writing if:

a) VMO2B increases the prices set out on the VMO2B Website and/or the Charges in respect of the Services pursuant to clause 12 other than in accordance with clause 6 or as otherwise permitted under the terms of the Agreement; or

b) VMO2B varies the terms of this Agreement, the Services, the Equipment, Network or Software (other than as permitted under the terms of the Agreement including but not limited to the exceptions at clause 14.5 of these General Conditions) pursuant to clause 12 of these General Conditions and VMO2B believes that such variation is not exclusively to the Customer's benefit, provided that such notice is provided in accordance with the instructions set out in VMO2B's notice of the changes to the Agreement and provided to VMO2B within 30 days of the date that notice of the change is given to the Customer by VMO2B in accordance with clause 12. Where the Customer terminates the Agreement in accordance with this clause 14.4, the Agreement will terminate on the earlier of: (i) 30 days after the Customer's notice is deemed delivered in accordance with this clause 14.4 and clause 24; or (ii) the date on which the change comes into effect or, where this is not feasible due to the timing of the Customer's notice of termination, as soon as reasonably possible after that date; or (iii) a date agreed in writing by VMO2B and the Customer.

14.5 The right to terminate a Service in clause 14.4 above shall not apply where:

a) VMO2B makes any change to the Agreement, Charges, Equipment, Network, Services or Software that VMO2B believes is exclusively to the Customer's benefit, or where the change is made for any of the following reasons:

i) the change is purely administrative and has no negative effect on the Customer including but not limited to any change to VMO2B's contact details, registered office or non-contractual processes, for example contacting VMO2B to speak to an account manager, raise faults or disputes or any other process change which VMO2B may make from time to time;

ii) there is a change in applicable law, regulations or the rules of a regulatory body, listing authority or governing body that applies to VMO2B and/or the Network, Equipment, Services or Software that are provided by VMO2B under the Agreement;

iii) VMO2B has a legal or regulatory obligation to pass on cost increases and/or changes to the Agreement, Network, Equipment, Services or Software for example where the service charge for calling 084, 087, 09 and 118 numbers increases;

b) the Agreement, Charges, Equipment, Network, Services or Software change for the following reasons:

i) changes are made to the Equipment, Network, Services or Software where the Equipment, Network, Services or Software are variable including but not limited to;

1) changes to the features or functionality of the Equipment, Network, Services or Software;

2) changes to operational or administrative elements of the Services including but not limited to changes to the hours during which the Customer can contact VMO2B and changes to or removal of individual communication channels through which the Customer can contact VMO2B, changes to any portal, platform or similar tool that VMO2B uses or makes available for the Customer to use in communicating with VMO2B and managing the provision of the Services (including changes to any billing platform used by VMO2B from time to time) and any other changes in relation to the processes through which VMO2B delivers the Services;

3) any changes to the Network which reflect the overall variability of the Network including but not limited to any routine maintenance updates and upgrades;

4) the replacement of any Equipment, Services or Software which is no longer supported by the manufacturer or which VMO2B otherwise determines to be end-of-life with equipment, services or software of an overall equivalent specification or standard;

5) changes to the Services, Software or Equipment where there is a minimum technical requirement for equipment, services or software which the Customer must maintain in order to make use of the Services (including but not limited to a requirement to have a 2G or 3G service where this is withdrawn) and the Services, Software or Equipment are changed because the Customer no longer meets the minimum technical requirements specified by VMO2B from time to time and the Customer either does not implement any changes to the Customer's equipment, services or software required to meet the minimum technical requirement or, where such equipment, services or software are supplied by VMO2B, where the Customer does not agree to accept new or updated equipment, services or software from VMO2B which would meet the minimum technical requirement;

ii) changes to international call rates or services or roaming services or charges that are directly linked to increases in wholesale rates or technological changes notified to VMO2B by other providers, including but not limited to the withdrawal of 2G or 3G services. Any changes to the Equipment, Services or Charges under this clause 14.5b)ii) will be notified to the Customer and will not be made more frequently than once per month;

iii) changes to third party charges or costs which are passed on to us by a Third Party which are directly attributable to the Agreement, Charges, Equipment, Network, Services or Software;

iv) where VMO2B has provided general product or service descriptions in relation to the Equipment, Network, Services or Software such descriptions are indicative guidance only and VMO2B may substitute the Equipment, Network, Services or Software for those of an overall equivalent standard even if the exact features and functionality may differ;

v) changes to Charges or other costs which are based on the cost of providing the Services, Equipment, Software or Network to the Customer or carrying out the relevant task in relation to the Services, only to the extent that any change is directly attributable to a change in the cost to VMO2B;

vi) where VMO2B believes that the change is necessary for technical or security reasons;

vii) where VMO2B has agreed to provide power or other utilities as part of the Services to install and maintain Equipment, and there is any increase to the price payable to a third party (excluding any Affiliate) for such power or other utilities;

provided that VMO2B will notify the Customer of any changes under this clause 14.5b) in accordance with clause 12. If VMO2B believes that a change under this clause 14.5b) is likely to materially disadvantage the Customer, VMO2B will notify the Customer of their right to terminate this Agreement in accordance with clause 14.4 and the Customer may terminate this Agreement without paying Termination Fees, subject to clause14.9.

c) the increases in prices or Charges or the variation of the terms of the Agreement, the Services, Equipment, Software or Network have been agreed by the Customer (including in accordance with clause 6 of these General Conditions).

VMO2B may inform the Customer of any changes made for the reasons set out in this clause 14.5 in accordance with clause 12 of these General Conditions. If the Customer decides to terminate the Agreement due to a change made for the reasons set out in this clause 14.5, the Customer may still be required to pay a Termination Fee.

14.6 Subject to clause 14.5, if the change to the Agreement which is referred to in clause 14.4 relates:

a) only to an Add -On Service that the Customer has already signed up to, and the Customer decides to terminate the Agreement due to the change in the Add-On Service, the Customer may still be required to pay a Termination Fee for terminating the Services other than the Add- On Service early (as the Customer already has the right to end the Add-On Service at any time). VMO2B will confirm any such applicable Termination Fee to the Customer;

b) only to an Ancillary Service that the Customer has not already signed up to or does not use, the Customer will not have the right to terminate the Agreement without paying a Termination Fee; or

c) only to an Ancillary Service that the Customer has already signed up to or uses, and VMO2B believes that the changes are not exclusively to the Customer's benefit, VMO2B will notify the Customer of this and inform the Customer of the right to terminate the affected Ancillary Service and the Agreement without paying a Termination Fee, subject to clause 14.9.

14.7 If the Customer has entered into other agreements with VMO2B, the Customer may in certain circumstances be able to terminate those agreements where the Customer terminates this Agreement in accordance with clause14.4. For the avoidance of doubt, changes to this Agreement will not give rise to a right to terminate any other agreement which is not linked to this Agreement and VMO2B will notify the Customer in accordance with the terms of the relevant agreement if the Customer has a right to terminate any other agreement because of a change made by VMO2B to this Agreement.

14.8 Where VMO2B enables the Customer to use a service under the Agreement that is supplied by a Third Party and is subject to that Third Party's terms and conditions, including but not limited to End User Licenced Software, VMO2B is not responsible for any changes made by that Third Party to the Third Party's services, charges or terms and conditions, or for notifying the Customer of those changes as such changes are outside the control of VMO2B and VMO2B may not be aware of them.

14.9 Termination of the Agreement in accordance with clause 14.4 will not affect the Customer's requirement to pay the Charges relating to the Agreement incurred prior to the date of termination, but, in this event, subject to clause 14.5 the Customer shall not be liable for any Termination Fees in respect of the Services. Where the Customer terminates the Agreement in accordance with clause 14.4, the Customer will be obliged to pay any outstanding or overdue charges and;

a) where the agreement includes Equipment, the charges in respect of the cost of that Equipment; and

b) where the Agreement includes any volume-, value-, time- based or other incentives which the Customer has received the benefit of prior to termination, including but not limited to any equipment fund or transformation fund, a payment equivalent to the proportion of the incentive that the Customer has had the benefit of relating to the period between termination of the Agreement and the end of

the Minimum Period, or the proportion of the incentive which the Customer has had the benefit of prior to the date it should have vested in accordance with the applicable terms for that incentive, where such incentive has been partly or fully used by the Customer.

VMO2B shall confirm any such applicable Charges to the Customer following receipt of the Customer's notice to terminate in accordance with clause 14.4.

14.10 For the avoidance of doubt:

a) where the Agreement, Equipment, Network, Services or Software is not provided in accordance with the agreed standards set out in the Agreement this shall not be regarded as a change to the contractual terms of the Agreement or a change to the Services, Equipment, Network or Software but as a breach of the Agreement by VMO2B (as the case may be), in which case the contractual remedies set out in the Agreement shall apply and the Customer shall have no right to terminate in accordance with clause 14.4; and

b) if the Customer requests any change to the Agreement, Charges, Equipment, Network, Services or Software and VMO2B agrees to such change, the Customer will not have a right to end the Agreement under clause 14.4.

Termination for Cause

14.11 The Customer may terminate this Agreement by providing to VMO2B 30 Working Days' notice in writing if VMO2B:

a) has committed a material breach of this Agreement that is incapable of remedy; or

b) has committed a material breach of this Agreement that is capable of remedy and VMO2B has failed to remedy that breach within 30 Working days of the Customer supplying written notice specifying the breach and requiring its remedy.

14.12 VMO2B may terminate this Agreement (in whole or in relation to a particular Service) by providing 30 days' notice in writing if:

a) the Customer commits a material breach of this Agreement that is incapable of remedy;

b) the Customer commits a material breach of this Agreement that is capable of remedy but has failed to remedy that breach within 30 days of VMO2B supplying written notice specifying the breach and requiring its remedy; or

c) any of the events described in clauses 9.1c), 9.1d), 9.1g), 9.1h) and 13.4b) occurs;

d) the details the Customer provided to VMO2B to enable VMO2B to provide the Service were significantly wrong or incomplete;

e) any licence, permission or other approval VMO2B or the Customer needs to connect to the Customer's communications network or provide the Service has ended, been withdrawn, been restricted or has stopped being valid, and has not been immediately replaced by a new licence, permission or approval giving VMO2B or the Customer the necessary rights; or

f) all or part of any contract between VMO2B and a VMO2B sub-contractor or supplier is terminated and this affects the provision of the Services to the Customer.

14.13 The Customer shall pay to VMO2B Termination Fees in accordance with the Commercial Schedule if VMO2B terminates the Agreement (whether in whole or in relation to a particular Service) pursuant to any of clauses 14.12a) to 14.12d) (inclusive) or (where the Customer's acts or omissions have resulted in any licence,

permission or other approval being withdrawn or restricted) 14.12e).

Insolvency

14.14 A party to this Agreement may terminate this Agreement by providing 30 days' notice in writing if bankruptcy or insolvency proceedings are brought against the other party, or if an arrangement with creditors is made, or a receiver or administrator is appointed over any of the other party's assets, or the other party goes into liquidation.

Consequences of Termination

14.15 If this Agreement is terminated and the Customer wishes to transfer to another service provider, VMO2B will provide reasonable assistance to the Customer in respect of the transfer of the Customer's Service in accordance with standard telecommunications industry practice.

14.16 Termination or expiry of this Agreement for whatever reason shall not affect:

a) the rights and obligations of the parties which have accrued prior to such termination or expiry; or

b) any provisions of this Agreement which are of a continuing nature and any other provisions of this Agreement necessary for their interpretation or enforcement (including clauses 7, 9, 10, 15, 16, 17, 18, 19, 20, 23, 27, and 28).

14.17 On termination or expiry of this Agreement (in whole or in relation to a particular Service):

a) any sums properly due from one party to the other will become immediately due and payable (including Charges for the Service(s) up to the date of termination, Termination Fees relating to the Service(s) and/or Charges for any costs incurred by VMO2B in relation to Equipment or Services ordered by the Customer but yet to be supplied by VMO2B);

b) any licence granted by VMO2B to the Customer will end immediately;

c) the Customer shall cease using the Service(s);

d) the Customer will allow VMO2B to remove the Equipment (other than Purchased Equipment for which the Customer has paid in full). If the Customer causes a delay in VMO2B removing such Equipment, VMO2B may continue to charge the Customer the Charges until such removal is completed, and the Customer must pay those Charges and any extra costs and expenses arising as a result of the delay; and

e) each party will, on request, promptly return to the other all Confidential Information and other property belonging to the other relating to the Service(s) which is in its custody or control or will destroy such Confidential Information and certify such destruction to the other party.

15 Equipment

15.1 The Customer shall comply with any instructions provided by VMO2B from time to time in respect of the Equipment.

15.2 Certain elements of Services are dependent on the Customer using the Equipment. If the Customer does not use the correct Equipment, then:

a) the Services may not function correctly;

b) VMO2B may choose not to provide the Customer with the relevant Services; and

c) VMO2B shall have no liability for the Customer's inability to receive those Services and the Customer remains liable for the relevant Charges.

16 Intellectual Property

16.1 All Intellectual Property Rights in the Software, Equipment associated documents and all parts thereof will be and remain vested in and be the absolute property of the owner of the Intellectual Property Rights in the Software, Equipment or associated documents as appropriate, which owner shall be entitled to enforce any of the terms of this Agreement relating to the Customer's use of that Software, Equipment or associated documents and all parts thereof, directly against the Customer.

16.2 Unless otherwise specified in this Agreement, all Intellectual Property Rights developed in the provision of any Service will vest in VMO2B or its licensors. VMO2B may use know-how acquired, principles learned or developed or experience gained during the performance of any Service, to perform work for other customers.

16.3 All information or materials exchanged between VMO2B and the Customer in connection with the Agreement, together with the Intellectual Property Rights therein, will remain the property of VMO2B, VMO2B's suppliers or the Customer as applicable and will be returned to the owning party on termination of the Agreement, if requested by such party.

16.4 VMO2B grants to the Customer a non-exclusive, non-transferable licence to use, in object code form, any Software and the Equipment provided by VMO2B or its suppliers solely in the United Kingdom in connection with the proper use of the Services. The Customer undertakes not to copy, alter, adapt, translate, software develop, decompile, license, sub-license, reverse engineer or resell any Software (or any part of the Software), unless expressly permitted to do so by VMO2B or by Applicable Law. This licence will terminate on the termination of this Agreement (or any relevant part of this Agreement).

16.5 VMO2B grants to the Customer a non-exclusive, non-transferable royalty free licence for the term of this Agreement (in whole or in relation to a particular Service(s)) to use any information or materials provided by VMO2B to the Customer under this Agreement to the extent necessary for the Customer to receive the benefit of the Service(s). The Customer must not copy, reproduce, distribute, alter, adapt, translate, develop, decompile, license, sub-license, reverse engineer or resell any such information or materials (or any part thereof), unless expressly permitted to do so by VMO2B or Applicable Law.

16.6 In the event that the Customer is subject to a claim by a Third Party in respect of any alleged infringement of any Intellectual Property Rights arising from its normal use or possession of the Equipment, Software, information or materials provided by VMO2B then VMO2B will indemnify the Customer in relation to sums awarded or paid in settlement for such claim provided that the Customer promptly notifies VMO2B of such claim, makes no admission in respect of such claim, the Customer seeks to mitigate the loss where it can do so without unreasonable inconvenience or cost, allows VMO2B or its licensor to conduct all negotiations and proceedings (providing VMO2B or its licensor with all reasonable assistance) and allows VMO2B at VMO2B's own discretion and expense to modify or replace the Equipment, Software, information or materials so as to avoid any continuing infringement. This indemnity does not apply:

a) to any such infringements caused by the Customer's own breach of the terms of this Agreement and/or the Customer's negligence or misconduct;

b) the operation or use of the Equipment, Software, information or materials in conjunction with other equipment and software or Services not supplied by VMO2B pursuant to this Agreement;

c) the operation or use of the Services, Software or Equipment for a purpose other than that which the Services, Software or Equipment were provided for; and

d) any alteration or adjustment to the Services, Software or Equipment if the alteration or adjustment was not made or authorised by VMO2B,

in which event the Customer shall indemnify VMO2B in respect of any claims, proceedings and expenses arising from any such infringement by the Customer.

16.7 If VMO2B reasonably believe that it cannot modify or replace the Equipment, Software, information or materials so as to avoid any continuing infringement, VMO2B will be entitled to terminate the agreement by giving 30 days' written notice to the Customer.

16.8 The Customer will not be entitled to and agrees not to:

a) use in the course of trade or otherwise in relation to any goods or services of the Customer any registered or unregistered trademark, logotype or abbreviation of the name of VMO2B (or any of its suppliers) or any part thereof so that any person might reasonably import a connection between those goods or services and VMO2B (or any of its suppliers) or any part thereof;

b) register or attempt to register as a trade mark anything referred to in clause 16.8a) of these General Conditions; and/or

c) authorise any Third Party to do anything referred to in clause 16.8a) of these General Conditions.

16.9 The Customer further agrees not to infringe any copyright, or registered or unregistered trademark rights belonging to any Third Party in respect of any Equipment.

16.10 The Customer recognises that the Services may be dependent upon End User Licensed Software and if the Customer does not accept the licence terms relating to any End User Licensed Software, VMO2B shall have no liability whatsoever for any failure to provide the Services to the Customer where the Services depend on the use of End User Licensed Software.

16.11 Where the Customer accepts the terms of a licence in respect of any End User Licensed Software, then those licence terms shall take precedence over any terms within this Agreement relating to End User Licensed Software and shall exclusively comprise the Customer's sole rights and remedies in respect of such End User Licensed Software.

16.12 The Customer shall accept and comply with all licence terms required from time to time by any Third Party provider of any Software or materials as agreed between the relevant Third Party and VMO2B.

17 Confidentiality

17.1 Either party receiving Confidential Information (the "Recipient") from the other (the "Disclosing Party") shall not, without the Disclosing Party's prior written consent, use that Confidential Information for any purpose other than for the purposes of fulfilling a party's obligations under this Agreement of providing or using the Services, or disclose such Confidential Information to any person other than VMO2B Employees and Customer Employees and authorised subcontractors and suppliers ("Authorised Personnel") who have a need to know that information.

17.2 Clause 17.1 shall not prohibit use or disclosure of Confidential Information by either party to the extent:

a) the Confidential Information is published by or on behalf of the Disclosing Party or becomes generally known to the public otherwise than as a result of a breach of this Agreement or any other obligation of confidentiality;

b) such Confidential Information was lawfully known to the Recipient prior to the time of disclosure by the Disclosing Party and is not subject to any obligations of confidentiality;

c) the Confidential Information was lawfully disclosed to the Recipient by a third party that was not itself under any obligations of confidentiality;

d) the Confidential Information is replicated or developed independently by or on behalf of the Recipient without access to or knowledge of the Confidential Information;

e) the disclosure is made to the professional advisers of a party provided that such professional advisers are made expressly aware of the confidential nature of the Confidential Information;

f) the disclosure of Confidential Information is required for the purposes of any judicial proceedings arising out of a breach of this Agreement or any other agreement entered into under or pursuant to this Agreement; or

g) the Confidential Information is required to be disclosed by any Applicable Law, by any governmental or regulatory body, or by or in connection with the rules of any stock exchange on which the shares of either party or its holding company are listed (including where disclosure is required as part of any actual or potential offering, placing and/or sale of securities of either party or its holding company),

provided however that prior to the disclosure or use of any Confidential Information in the circumstances described in clauses 17.2f) or 17.2g) the party concerned shall, where not prevented by Applicable Law, consult with the other party about the nature and extent of the required use or disclosure insofar as is reasonably practicable.

17.3 Upon termination of the Agreement, for whatever cause, the Recipient will:

a) cease to use the Confidential Information given to them by the Disclosing Party for any purpose;

b) return to the Disclosing Party or destroy all documents and all other materials containing or reflecting any Confidential Information, together with any copies, which are in the Recipient's possession or control or in the possession or control of any of the Recipient's Authorised Personnel and which are in a form capable of delivery and destruction; and

c) expunge all Confidential Information from any computer, word processor or similar device into which it was programmed by the Recipient or any of the Recipient's Authorised Personnel,

provided, however, that the Recipient will be permitted to retain any computer records and files containing any Confidential Information which have been created pursuant to its automatic archiving and back-up procedures ("Information Archives").

17.4 The Recipient acknowledges that neither the return nor the destruction of any Confidential Information in accordance with clause 17.3b) nor the expunging of any Confidential Information in accordance with clause 17.3c) will release the Recipient from its obligations under this Agreement. Any Confidential Information retained on a Recipient's Information Archives shall be kept strictly confidential and shall not be used for any purpose, other than as required by Applicable Laws.

18 Limitation of Liability

18.1 This clause 18 sets out each party's entire liability (including any liability for the acts and omissions of each party's employees, agents or sub-contractors) to the other party in tort, contract or otherwise, arising out of or in connection with the performance or contemplated performance or non- performance of this Agreement.

18.2 Subject to clause18.5, VMO2B shall not be liable to the Customer in respect of any matter arising out of or in

connection with this Agreement whether in contract (including pursuant to any indemnity), tort (including negligence), breach of statutory duty or otherwise howsoever arising for:

a) any indirect, special or consequential loss;

b) any pure economic loss or damage;

c) any:

i) loss of profit;

ii) loss of business opportunities;

iii) loss of revenue;

iv) loss of anticipated profit;

v) loss of anticipated savings;

vi) damage to goodwill;

vii) business interruption;

viii) wasted expenditure;

ix) lost staff or management time;

x) loss or corruption of data;

xi) liability to third parties

xii) (in each case arising as a direct or indirect result of the applicable claim), and whether or not such losses were foreseeable or foreseen at the date of this Agreement.

18.3 Subject to clauses 18.2 and 18.5, VMO2B's total aggregate liability arising in connection with this Agreement (whether to the Customer, any Customer Affiliate, Users or otherwise) shall be limited in respect of all claims arising in a Year ("Relevant Year") to:

a) in respect of any claims made against VMO2B for damage to property arising out of or in connection with the Services and/or Service Equipment, shall in no event exceed the greater of £100,000 or 125% of the Charges payable in the Relevant Year; or

b) in respect of all other claims, losses or damages, whether arising in contract (including pursuant to any indemnity), tort (including negligence), breach of statutory duty, or otherwise shall in no event exceed the greater of £50,000 or 100% of the Charges payable in the Relevant Year.

18.4 Subject to clause 18.5, the Customer's aggregate liability of any sort whether in contract, tort (including negligence), breach of statutory duty, or otherwise howsoever arising in connection with this Agreement (whether to VMO2B, any VMO2B Affiliate, VMO2B Employee or otherwise) shall be limited in respect of all claims arising in a Relevant Year to the greater of: (i) the sum of £100,000; or (ii) 125% of the Charges payable in the Relevant Year.

18.5 Nothing in this Agreement shall exclude or restrict the liability of either party for:

a) death or personal injury resulting from that party's negligence;

b) any liability to pay the Charges;

c) claims in respect of the Customer's liability under clause 11, or pursuant to any indemnity given by the Customer;

d) any and all damage to any equipment belonging to VMO2B or the Network caused by the Customer's breach of this Agreement;

e) breach of any implied term as to title or quiet enjoyment arising out of section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;

f) fraud or fraudulent misrepresentation; or

g) any liability which cannot be excluded or restricted by Applicable Law.

18.6 If a number of claims give rise to what is essentially the same loss, the claims will be considered together as only one claim under the Agreement.

18.7 Subject to clause 18.2, 18.3 and 18.5, VMO2B shall not be liable for direct physical damage to the Customer's property or the Site except to the extent that the damage arises from VMO2B's negligence or the negligence of VMO2B's Employees.

18.8 Subject to clause 18.5, the express terms of this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by Applicable Law. Where VMO2B are able to do so, VMO2B will pass on to the Customer any manufacturer's warranty for the Equipment.

18.9 The limited warranty, exclusive remedies and limited liability set forth above are fundamental elements of the basis of the Agreement between VMO2B and the Customer. VMO2B would not be able to provide the Services and/or Equipment on an economic basis without such limitations.

18.10 VMO2B shall not be liable for the acts or omissions of other providers of telecommunication services unless such other providers have been specifically engaged by VMO2B as subcontractors or assignees in respect of the performance of VMO2B's obligations under this Agreement.

19 Publicity

19.1 The Customer shall not make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of VMO2B, except as required by Applicable Law, any governmental or regulatory authority (including without limitation any relevant securities exchange), any court or other authority of competent jurisdiction.

19.2 The Customer shall not use VMO2B's name as a reference or in any advertising or promotional materials, press release, tender, proposal, speech, article or other similar material without VMO2B's prior written consent.

19.3 VMO2B shall be entitled to use the Customer's name as a reference or in any advertising or promotional materials, press release, tender, proposal, speech, article or other similar material, but shall not otherwise reveal the terms of this Agreement to any third party without the Customer's prior written consent except as required by Applicable Law, any governmental or regulatory authority (including without limitation any relevant securities exchange), any court or other authority of competent jurisdiction..

20 Data Protection

20.1 The parties shall comply with all Data Protection Laws applicable to them at all times. The parties acknowledge that the status and data protection role of each party is a question of fact to be determined

under Data Protection Laws. Notwithstanding that, it is the mutual understanding of each party that:

a) In relation to Processing the business contact details of the other Party provided for the purposes of administration and management of the Services and this Agreement ("Contact Personal Data") each Party may Process the Contact Personal Data, each acting as an independent Data Controller;

b) In relation to Processing Personal Data collected and processed as a telecommunications provider, VMO2B acts as an independent Data Controller once Users are set up to receive or are connected to the Services, unless otherwise specified in a Service Schedule. The VMO2B Privacy Policy sets out how VMO2B Processes Personal Data;

c) In relation to Processing Personal Data of Users that Customer provides to VMO2B, the Customer acts as Data Controller and VMO2B acts as a Data Processor for the purposes of setting up to receive or connecting Users to Services. Accordingly, the Customer shall be responsible for notifying Users that their Personal Data will be shared with VMO2B and of the VMO2B Privacy Policy before transferring Personal Data;

d) In relation to third party or other Services resold, provided or provisioned under this Agreement, to the extent applicable, the data processing roles of the Parties shall be specified in the respective Service Schedule.

20.2 Only when VMO2B is acting as a Data Processor:

a) Customer will comply with all Data Protection Laws applicable to it as a Data Controller of Personal Data, including but not limited to, the lawfulness of the Processing instructions the Customer gives to VMO2B.

b) Clauses 21.1– 21.11 (inclusive) of this Agreement will apply, referred to herein as the "Processing Obligations".

21 Processing instructions:

21.1 VMO2B shall only Process Customer Personal Data for the purposes of performing this Agreement in accordance with (i) Customer's documented instructions (which Customer acknowledges are set out in this Agreement or otherwise agreed between VMO2B and the Customer in writing) and to the extent Processing is necessary to provide the Service, or (ii) as otherwise required by Law. VMO2B shall notify the Customer in the event that it becomes aware of applicable laws or regulation which prevents VMO2B from complying with the Customer's lawful instructions

21.2 If VMO2B is required by Law to Process Customer Personal Data, VMO2B shall first notify the Customer of that legal requirement, unless the Law prohibits VMO2B from doing so.

21.3 If the Customer wishes to give VMO2B additional Processing instructions, VMO2B may require such new Processing instructions to be treated as an amendment to this Agreement.

Confidentiality

21.4 VMO2B shall ensure that persons authorised by it to Process Customer's Personal Data are subject to an appropriate duty of confidentiality.

Security

21.5 VMO2B shall, in compliance with its information security polices, implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk related to VMO2B's Processing of Customer Personal Data.

Data Breach Notification

21.6 Upon becoming aware of a Data Breach in respect of Personal Data controlled by the Customer, VMO2B shall without undue delay notify the Customer of the Data Breach.

Assistance

21.7 Taking into account the nature of the Processing and the information available to VMO2B, VMO2B shall, at the Customer's cost, provide reasonable and proportionate assistance to the Customer to enable it to fulfil Customer obligations (i) as a Data Controller pursuant to Articles 32 to 36 of the EU GDPR insofar as they are retained in UK GDPR; and (ii) to respond to Data Subject requests under Chapter III of the EU GDPR insofar as they are retained in the UK GDPR.

Sub-Processors

21.8 VMO2B may engage any of its Group Companies or third-party sub-processors (collectively Sub- Processors) to Process Customer Personal Data, provided that:

a) VMO2B maintains an up-to-date list of Sub-Processors which will be available to the Customer on request. In the event that the Customer objects to the use of a new sub-processor, within 30- days of notification of the new sub-processor, the Customer shall be entitled to terminate the Agreement in accordance with clause 14.1 (termination for convenience) after which the Customer shall be deemed to have accepted a new sub-processor;

b) VMO2B has a binding contract with each Sub-Processor that contains data protection terms that are equivalent to the Processing Obligations; and

c) If a Sub-Processor fails to fulfil a relevant Processing Obligation, VMO2B shall remain liable to the Customer for the performance such obligation.

International Transfers

21.9 VMO2B may transfer the Customer's Personal Data to a third country or an international organisation for Processing: (i) where required to do so by Law, in such case VMO2B shall first inform the Customer of that legal requirement unless the Law prohibits VMO2B from doing so; (ii) where the European Commission (or an authorised UK authority) has determined that the third country provides Data Subjects with adequate protection in relation to the transfer and Processing of their Personal Data; or (iii) where VMO2B has completed appropriate due diligence and have put in place appropriate safeguards that will provide Data Subjects with adequate protection in relation to the transfer and Processing of their Personal Data in accordance with Data Protection Law. Where VMO2B uses the standard contractual clauses adopted by the European Commission or otherwise approved or recommended by the UK Data Protection Authorities, the Customer acknowledges that VMO2B may sign these as data exporter on the Customer's behalf as VMO2B does for its customers generally.

Return or Deletion

21.10 Upon expiry or termination of this Agreement, VMO2B shall delete relevant Personal Data, unless VMO2B continues to process it in its capacity as a Data Controller, it is reasonable to retain it in order to meet legal or regulatory obligations or storage is required by Law.

Information and Audit

21.11 VMO2B shall, at the Customer's cost, demonstrate VMO2B's compliance with the Processing Obligations to the Customer:

a) by making relevant information available to the Customer on the Customer's written request; and

b) by providing reasonable evidence of the results of any applicable third party, deemed to be mandated by the Customer, audit or inspection commissioned by VMO2B to verify its information

security controls.

22 Matters beyond the parties' reasonable control

22.1 Neither party shall be deemed in default or liable to the other party for any matter whatsoever for any delays in performance or from failure to perform or comply with the terms of this Agreement (other than payment) due to any cause beyond that party's reasonable control including, without limitation, acts of God, acts (or failure to act) of regional or central Government, highway authorities or other competent regulatory authorities, telecommunications network operators, war or national emergency, terrorism, riots, civil commotion, fire, explosion, flood, lightning, extremely severe weather, power failures, epidemic, pandemic, power failure, natural disaster, subsidence, lock-outs, strikes and other industrial disputes (in each case, whether or not relating to that party's workforce) and a third party's delay in supplying, or failure to supply, any Service or Equipment which arises as a result of an event or cause beyond that third party's reasonable control.

22.2 The Customer agrees that VMO2B shall have no liability for improper, incorrect or unauthorised use (including where contrary to the Acceptable Use Policy) of the Services or Equipment by the Customer or any Third Party.

22.3 If the period of delay or non-performance continues for 3 months, the party not affected may terminate this Agreement by giving 30 days' written notice to the affected party.

23 Export control

23.1 If the Customer proposes to export any software, technical information or training materials, or equipment supplied by VMO2B pursuant to this Agreement, the Customer agrees to comply with any applicable export or re-export laws, regulations, prohibitions or embargoes of any country, including obtaining written authority from any relevant licensing authority where necessary.

23.2 If the Customer procures Equipment, the Customer agrees that in entering into this Agreement the Customer accepts the terms of the following User undertaking on behalf of itself and, if applicable, its Affiliates: The Customer certifies that it is or will be the User of the Equipment and further certifies that it shall use the Equipment only for the purposes of allowing its employees to send, receive, store and process data and voice services in order to perform their everyday contractual duties; that the Equipment will not be used for any purpose connected with explosives, chemical, biological or nuclear weapons, or missiles capable of delivering such weapons; that the Equipment will not be re-exported or otherwise re-sold or transferred if it is known or suspected that they are intended or likely to be used for such purposes; and that the Equipment, or any replica of it, will not be used in any nuclear explosive activity or un-safeguarded nuclear fuel cycle activity.

24 Notices

24.1 Subject to clause 24.2, any notice required or permitted under this Agreement shall be given in writing and shall be:

a) delivered by hand or pre-paid first-class post or by a signed-for next working day delivery service to the address of the recipient stipulated in the Agreement or as notified from time to time in writing; or

b) sent by email to the email address of the recipient stipulated in the Agreement or as notified from time to time in writing.

24.2 Any notice to terminate this Agreement (in whole or in relation to a particular Service) shall be given by the Customer in writing and shall be delivered by hand or pre-paid first-class post or by a signed- for next working day delivery service to the address of VMO2B stipulated in the front sheet or as notified from time to time in writing.

24.3 Any notice shall be deemed to have been received:

a) if delivered by hand, on signature of a delivery receipt or, if not signed for, at the time the notice is left

at the correct address;

b) if sent by pre-paid first-class post, at 09:00 on the second Working Day after posting;

c) if sent by a signed-for next working day delivery service, at the time recorded by the delivery service;

d) if sent by email, at 09:00 on the next Working Day after transmission.

24.4 If notice is sent to terminate the Agreement or cancel any part of the Service, then a copy of the notice must be retained along with proof of delivery.

24.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

25 Priority of Documents Forming this Agreement

25.1 This Agreement is recorded in the following documents:

a) these General Conditions;

b) the applicable Service Schedule(s);

c) the Commercial Schedule;

d) any other part of the Agreement presented to the Customer

e) any other document incorporated by reference in the Service Schedules; and

f) the VMO2B Website.

25.2 In the event of any conflict between provisions of the documents making up this Agreement, the order of precedence shall be as set out in this clause 25 of these General Conditions (in order of decreasing precedence) unless explicitly stated otherwise.

26 Credit Checks and Fraud Prevention

26.1 VMO2B's acceptance of the Customer's application for Services is subject to VMO2B checking the following records about the Customer and the Customer's business partners:

a) VMO2B's own records;

b) business records at credit reference agencies ("CRAs") including both public (including the electoral register) and fraud prevention information. When CRAs receive a search from VMO2B they will place a search footprint on the Customer's business credit file that may be seen by other companies;

c) records held by fraud prevention agencies ("FPAs"); and

d) if the Customer contact is a director, VMO2B may seek confirmation, from CRAs that the residential address that is provided is the same as that shown on the restricted register of directors' usual addresses at Companies House.

26.2 VMO2B may also make checks such as assessing the Customer's application for Services and verifying identities to prevent and detect crime and money laundering. VMO2B may also make periodic searches at CRAs and FPAs to manage the Customer's VMO2B account.

26.3 VMO2B will send the information provided by the Customer, details of the Customer's VMO2B account and how the Customer manages its account to CRAs which may record such information, including information on the Customer's business and its proprietors. The CRAs may create a record of the name and address of the Customer and its proprietors if there is not one already.

26.4 If the Customer does not pay the Charges when they become due and payable, CRAs will record the outstanding debt which shall remain on file for six years after they are closed (whether by settlement or default). Such records may be supplied to other organisations by CRAs and FPAs to perform similar checks and to trace the Customer's whereabouts and recover debts owed by the Customer.

26.5 VMO2B will carry out a search to verifying identities. This involves checking the details given by the Customer against those held on databases which CRAs and FPAs have access to, including the electoral register. CRAs and FPAs will keep a record of this search and other companies may use it to help them verify identities.

26.6 If the Customer gives VMO2B false or inaccurate information or VMO2B suspect or identify fraud or criminal activity VMO2B will record this and may also pass this information to FPAs and other organisations involved in crime and fraud prevention.

26.7 VMO2B and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

26.8 Customer data may also be used for other purposes for which the Customer or any User gives its specific permission or, in very limited circumstances, when required by Applicable Law or where permitted under the Data Protection Laws. To read the full details of how data may be used please visit the VMO2B Website.

26.9 The Customer can contact the CRAs currently operating in the UK, including CallCredit (Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0870 0601414); Equifax PLC, (Credit File Advice Centre, PO Box 3001, Bradford, BD1 5US; 0870 010 0583; www.myequifax.co.uk); and Experian (Consumer HelpService, PO Box 8000, Nottingham NG80 7WF; 0844 4818000; www.experian.co.uk). The information they hold may not be the same. They will charge a small statutory fee for access to their Records. Details of the relevant fraud prevention agencies are available from VMO2B on request.

27 Call Monitoring, Marketing and Usage Information

27.1 VMO2B may monitor and record VMO2B's telephone conversations with the Customer in order to maintain the quality of VMO2B's customer services and for training purposes.

27.2 The Customer agrees that its details or those of its Users may be used and disclosed by VMO2B for the purposes of this Agreement and for marketing purposes as set out in VMO2B's Privacy Policy. The Customer will ensure that any disclosure of Users' Personal Data by the Customer to VMO2B is compliant with Data Protection Laws and that Users have been notified of VMO2B's Privacy Policy. If a User does not want their details to be used for direct marketing purposes, the Customer should contact its designated VMO2B account manager or the VMO2B data protection officer at Telefónica UK Limited/Virgin Media Business Limited, 500 Brook Drive, Reading, RG2 6UU.

27.3 VMO2B can pass on information that describes the habits, usage patterns and characteristics of Customers. However, the information is anonymous and does not describe or reveal the identity of any particular Customer.

27.4 The Customer authorises VMO2B to give its name and other contact details to the emergency services. Unless the Customer tells VMO2B in writing that it withdraws that authorisation, VMO2B will also be authorised to provide those details to other communications operators and providers of directories. VMO2B will have no liability for any publication made by the emergency services or communications operators.

27.5 Unless the Customer has told VMO2B otherwise in writing, the Customer agrees to be involved in any press release, promotional material or case studies relating to the Agreement which VMO2B reasonably requests.

28 TUPE

28.1 The Customer warrants that it has taken all reasonable steps to verify and, following such investigation, has no grounds to believe that any Transferring Employee's employment shall transfer from the Customer or any Third Party to a Services Provider pursuant to the TUPE Regulations as a result of a Service Transfer, however and whenever such Service Transfer takes effect.

28.2 If, notwithstanding the warranties given by the Customer in clause 28.2, as a result of a Service Transfer, any Transferring Employee claims or it is determined that his contract of employment or any liability regarding his employment has been transferred from the Customer or any Third Party to a Services Provider pursuant to the TUPE Regulations or otherwise then:

a) the Services Provider may terminate any such contract forthwith; and

b) the Customer shall indemnify and hold harmless the Services Provider against any Losses arising out of such termination and against sums payable to or on behalf of such employee in respect of his employment whether arising before or after the transfer of his employment (or alleged transfer of employment) to the Services Provider (including for the avoidance of doubt any liability arising from a failure to comply with any information or consultation requirements under the TUPE Regulations).

28.3 The parties intend that no VMO2B Employee's employment shall transfer from a Services Provider to the Successor Supplier pursuant to the TUPE Regulations as a result of the commencement of the provision of the Replacement Services by a Successor Supplier, however and whenever such commencement takes effect.

28.4 If, notwithstanding the intention of the parties stated in clause 28.3, as a result of the commencement of the provision of the Replacement Services by the Successor Supplier, any VMO2B Employee claims or it is determined that his contract of employment or any liability regarding his employment has been transferred from a Services Provider to the Successor Supplier pursuant to the TUPE Regulations or otherwise then:

a) the Successor Supplier may terminate any such contract forthwith; and

b) VMO2B shall indemnify and hold harmless the Customer against any Losses incurred or suffered by the Successor Supplier within three (3) calendar months of the transfer arising out of such termination and against sums payable to or on behalf of such employee in respect of his employment whether arising before or after the transfer of his employment (or alleged transfer of employment) to the Successor Supplier (including for the avoidance of doubt any liability arising from a failure to comply with any information or consultation requirements under the TUPE Regulations). within 3 months of the transfer

28.5 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to this clause 28 to the extent necessary to ensure that:

a) any Services Provider shall have the right to enforce the obligations owed to, and indemnities given to by the Customer under this clause 28; and

b) any Successor Supplier shall have the right to enforce the obligations owed to, and indemnities given to, the Customer by VMO2B under this clause 28,

in its own right pursuant to section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

29 General

29.1 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights or obligations under this Agreement, provided that the Customer may assign or transfer this agreement to a Customer Affiliate with the prior written consent of VMO2B (such consent not to be unreasonably withheld or delayed). VMO2B may assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this Agreement and may subcontract the performance of all or part of the same, provided that VMO2B shall remain liable for the acts and omissions of its subcontractors.

29.2 This Agreement together with all other documents entered into pursuant to it constitutes the entire agreement between the parties and supersedes and extinguishes all prior agreements, negotiations, proposals, promises, assurance, understandings, warranties, representations and understandings between them, whether written or oral, relating to the subject matter of this Agreement. Each of the parties acknowledges and agrees that in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. Nothing in this clause 29.2 shall, however, operate to limit or exclude any liability for fraud.

29.3 If any of the provisions of this Agreement is or become invalid, illegal or unenforceable, the validity or enforceability of the remaining provisions shall not in any way be affected or impaired. In such circumstances, the parties shall negotiate in good faith in order to agree the terms of a mutual satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision which is found to be invalid, illegal or unenforceable. If such agreement is not possible, the relevant provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted.

29.4 The failure or delay by either party to exercise or enforce any right, power or remedy under this Agreement shall not be deemed to operate as a waiver of any such right, power or remedy; nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

29.5 Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture between the parties and nothing in this Agreement shall be construed to appoint one party as the distributor, dealer or agent of the other party, or authorise either party to make or enter into any commitments for or on behalf of the other party.

29.6 Except as otherwise explicitly set out in this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. For the avoidance of doubt, Customer Affiliates shall have no rights to enforce any term of this Agreement.

29.7 The Customer shall, at VMO2B's request but at its own expense, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement and shall use all reasonable endeavours to procure that any necessary third party shall promptly do the same. VMO2B shall use reasonable endeavours to execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement and shall use all reasonable endeavours to procure that any necessary third party shall promptly do the same, in each case at the Customer's request and expense.

29.8 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by Applicable Law.

29.9 This Agreement, and any issues or disputes of whatever nature arising out of or in any way relating to it or its formation (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation, or otherwise) shall be governed by and construed in accordance with the laws of England and Wales. The Parties agree to submit to the exclusive jurisdiction of the courts of England and Wales

Smart Internet Access Service Schedule

Version Number 1.2

SMART INTERNET ACCESS SERVICE SCHEDULE

1. DEFINITIONS AND INTERPRETATION

1.1 In this Service Schedule, in addition to those terms defined in the General Conditions, the following terms and expressions apply to the Smart Internet Access Service (as defined below):

Term / expression	Meaning
"ADSL"	means a legacy circuit based solely on copper technologies (which has subsequently been superseded by a SOADSL service);
"Acceptable Use Policy"	means the instructions given by VMO2B from time to time relating to the use of the internet as per the website (www.virginmediabusiness.co.uk/legal/acceptable-use-policies/) which may be updated from time to time
"Acceptance Tests"	means VMO2B standard testing performed by VMO2B to confirm the Smart Internet Access Service has been successfully installed and commissioned;
"Additional Charges"	means any increase in the Charges resulting from the Additional Costs in accordance with paragraphs 4.3 and 4.4 of this Service Schedule;
"Additional Costs"	means any increase in VMO2B's cost of delivering the Smart Internet Access Service, as identified pursuant to paragraph 4.3 of this Service Schedule;
"ASN"	means a globally unique identifier number that defines a group of IP networks run by one or more network operators that maintain a single, clearly defined routing policy;
"Assured Diversity Access"	means Circuits terminating at separate provider points of presence, where there is either M2, M3 or M4 Topology;
"Assured Separation Access"	means both Circuits are Ethernet with separate building access and fibre duct routes to different provider points of presence, where there is M4 Topology;
"British Standards"	means the established guidelines and specifications set forth by the British Standards Institution that govern the quality, safety, and performance of power supply systems;
"BT"	means British Telecommunications plc;
"Change and Administration Services Allowance"	means the total prepaid allowance of Change and Administration Services purchased by the Customer (as specified in the Commercial Schedule or otherwise agreed between the parties in writing during the Term);
"Change and Administration Services Request"	means a request submitted by the Customer requesting VMO2B to provide Change and Administration Services;
"Change and Administration Services"	means the support services supplied by VMO2B to the Customer which allow VMO2B to make configuration changes to the Smart Internet Access Service on the Customer's behalf, as set out in Appendix 2 to this Service Schedule;
"Circuit"	means the physical connection over which the Smart Internet Access Service is provided and which may be Ethernet, SOADSL, SOGEA, FTTP or VMO2B HFC;

"Cisco Meraki"	means Cisco International Limited (or its Affiliate, if applicable);
"Cisco Meraki Services"	means (a) CPE; and (b) the Meraki Dashboard;
"Cisco Meraki Terms"	means all applicable terms and conditions, including any relevant privacy policy, as made available by Cisco Meraki to the Customer in connection with the Cisco Meraki Services;
"Communication Service"	means any service offering communication facilities designed to allow people to communicate with others, including by email and through forums and online communities;
"Core IP Network"	means the network of electronic communication networks, gateways, lines and equipment which VMO2B (or a VMO2B Affiliate) has developed and uses to give the Customer access to the internet;
"CPE"	means customer premises equipment, being a Cisco Meraki appliance (referred to as the "Meraki MX") for use in conjunction with the Meraki Dashboard that: • is equipped with SD WAN; and/or incorporates firewall functionality that monitors and controls the incoming and outgoing network traffic based on predefined rules;
"Customer Apparatus"	means any apparatus (other than Services Equipment) used to receive or use the Smart Internet Access Service, including any Purchased Equipment, cabling, wiring and personal computers and any Software incorporated in them;
"Customer Event"	means any negligence, intentional misconduct, breach, failure, act or omission by or of the Customer or any of its Affiliates or Customer Employees or suppliers (and whether direct or indirect), including any breach, failure, delay of the Customer's obligations under this Agreement or any performance thereof;
"Customer Infrastructure"	means any Customer Apparatus, devices, network, system(s), software, hardware or other equipment owned, controlled or operated by the Customer, or provided to the Customer by any Third Party other than VMO2B, and whether or not used in connection with the Smart Internet Access Services;
"Customer Network Data"	means data regarding the CPE (and any other devices used) that connect to the Customer's network through the Smart Internet Access Services, and how the Customer network is being used;
"Customer Promise Date"	means the target date by which VMO2B aims to have completed installation of the Smart Internet Access Service as notified to the Customer in writing;
"Data Centre"	means a Site where the Customer's servers are located and configured as either: • DC#1 Routed mode; • DC#2a OAC; • DC#2b OAC (non-Meraki uplink);

	• DC#3a OAC Multi-Site; or DC#3b OAC (non-Meraki uplink);
"DC#1 Routed Mode"	means two items of CPE, two Circuits and two Switches are provided at a Data Centre;
"DC#2a OAC"	means four items of CPE, two Circuits and two Switches are provided at a single Data Centre utilising OAC;
"DC#2b OAC (non-Meraki uplink"	means two items of CPE and two Switches are provided at a single Data Centre utilising OAC, in conjunction with Circuits provided by VMO2B separately to the Smart Internet Access Service;
"DC#3a OAC Multi-Site"	means two items of CPE, two Circuits and two Switches are provided at dual Data Centres utilising OAC (with one item of CPE, one Circuit and one Switch provided at each Data Centre);
"DC#3b OAC Multi-Site (non-Meraki uplink)"	means two items of CPE and two Switches are provided at dual Data Centres utilising OAC, in conjunction with Circuits provided by VMO2B separately to the Smart Internet Access Services, (with one item of CPE and one Switch provided at each Data Centre);
"Delay"	means any event, act, omission or circumstance outside of VMO2B's reasonable control that delays the provision of the Service(s) or (where applicable) prevents it from meeting the Service Levels, including but not limited to: • anything described as constituting a Delay in the Agreement; • any of the circumstances or events set out in clause 21 of the General Conditions, including where VMO2B's subcontractors, agents or other third parties engaged by VMO2B to provide the Services are affected by any such circumstance or event; • where VMO2B is not able to access the relevant Site, other licensed operator ("**OLO**") exchange site or other premises or land after making reasonable attempts to arrange this with the Customer, its landlord, the relevant OLO (in respect of an exchange site) or other owner or occupier of the premises or land; • failure to obtain any wayleave or consent, provided that, where VMO2B is responsible for obtaining such wayleave or consent, it can demonstrate it has: o made a minimum of three attempts to contact the Customer's landlord using the contact information provided by the Customer; or o where the relevant Third Party landowner is not the Customer's landlord, VMO2B has performed Land Registry searches to determine the contact details for such landowner and (i) where such details are obtained, made at least three attempts to contact them (save that VMO2B shall not be obliged to attend site); or (ii) where

	such search does not provide such details, VMO2B has attempted to contact the landlord at the relevant site and if unable to do so, has put a notice of intent on the property; • the Customer's failure to provide all relevant information which VMO2B has requested to allow it to progress the Service(s) through to successful installation in accordance with the terms of this Agreement; • fault in, or any other problem associated with, the Customer Infrastructure, including any failure or inadequacy in any Customer Infrastructure or any incompatibility (i) between any Customer Infrastructure and the Network; or (ii) between any Customer Infrastructure and the Smart Internet Access Services or any Equipment; • any Customer Event; • delays attributable to obtaining excavation, access or equivalent permissions under the UK New Roads & Street Works Act 1991 or Traffic Management Act 2004 or Traffic Scotland Act 2005 as amended or replaced from time to time, or other local or national laws or regulations relating to excavation, access or equivalent permissions; • delays attributable to a Customer Infrastructure freeze activity; • delays related to: (i) consents, excavations, access or equivalent permissions which are withheld or delayed; and/or (ii) freezes on excavations, access, consents or equivalent permissions which are imposed by the government, other licensed operators or local authorities for any reason; • where works undertaken by VMO2B for the provision of the relevant Smart Internet Access Services cannot, for reasons outside of VMO2B's reasonable control, be undertaken by VMO2B during a Working Day; • where works undertaken by VMO2B for the provision of the Smart Internet Access Services can only be carried out on or during specific Working Days, for reasons outside of VMO2B's reasonable control; • unexploded ordnance; • where works to be undertaken by VMO2B for the provision of the Smart Internet Access Services are on sites of archaeological or scientific interest, or where the provision of Service(s) is impacted by protected species (including nesting birds), fauna or flora; • Network upgrades but only to the extent such upgrades are required specifically to provide the Smart Internet Access Services to the Customer; • blocked or broken ducts;

	• failure for the Customer to agree any additional charges advised by VMO2B in connection with the Smart Internet Access Services in accordance with paragraph 4.4 of this Service Schedule;
	• where work cannot be carried out safely or in line with health and safety guidance for reasons beyond VMO2B's reasonable control; or
	• the Customer's failure or delay in providing the necessary co-operation required by VMO2B including, without limitation:
	  ○ supply of the necessary information; or
	  ○ access to the relevant Sites; or
	  ○ supply of the necessary power or facilities; or
	  ○ the Customer's relevant personnel cannot be contacted to assist VMO2B or to confirm the Service is restored;

"Dynamic"	means a temporary IP address that is allocated by VMO2B;
"Excused Outage"	means any Fault caused by: • the Customer's network or system, or any part of it; • any problem associated with equipment connected on the Customer's side of the Network termination point; • the Customer's acts or omissions; • the Customer's breach of the Agreement; • the Customer's failure or delay in complying with VMO2B's reasonable instructions; • any refusal to allow VMO2B and/or VMO2B Employees to enter into the relevant Site to diagnose or remedy any Fault; • circumstances beyond VMO2B's reasonable control as set out in the Agreement; • the Customer's failure to obtain the necessary wayleaves; • an act or omission of any Third Party which is beyond VMO2's reasonable control which shall include, without limitation, a fibre cut, and for the avoidance of doubt, "Customer" shall include a Customer Employee and a Customer Affiliate;
"Fault"	means Smart Internet Access Service downtime (other than a Planned Outage or an Excused Outage) resulting in a total loss of the Smart Internet Access Service where it is not possible to transmit internet data in one or both directions and which has been reported to VMO2B and recorded in accordance with standard fault reporting procedures;
"FTTC"	means a legacy circuit based on a combination of fibre optic and copper technologies (which has been superseded by a SOGEA service);

"FTTP"	means a Circuit based solely on fibre optic technologies;
"IP"	means internet protocol;
"IP Type"	means the type of IP provided in connection with the Smart Internet Access Services (being either Multi-Static, Dynamic or Static) selected at point of order;
"IP Address"	has the meaning given in paragraph 11.1 of this Service Schedule;
"LAN"	means local area network;
"License Type"	means the licence type applicable to the Smart Internet Access Services, as specified in the Commercial Schedule and as further described on the Cisco Meraki website (available at the following hyperlink: Meraki MX/Z Security and SD-WAN Licensing - Cisco Meraki) as updated from time to time;
"License Type Standard Functionality"	means the following functionality as is available for each License Type from Cisco Meraki (as may be updated from time to time): • automatic WAN failover; • cloud monitoring and management; • configuration templates; • local breakout (IP and port based); • Site-to-Site VPN; • stateful firewall; • Site-to-site VPN failover; • low touch provisioning; • VLAN to VLAN routing; and • automated firmware updates;
"M1"	means a Topology type providing one item of CPE and one Circuit;
"M2"	means a Topology type providing one item of CPE and two Circuits;
"M3"	means a Topology type providing two items of CPE and two Circuits (where each Circuit will connect into each item of CPE);
"M4"	means a Topology type providing two items of CPE and two Circuits (where each Circuit will connect into one item of CPE each), unless this Topology type is provided in conjunction with a Data Centre in which case the definition of the applicable Data Centre type shall apply;
"MAC"	means media access control address;
"Meraki Dashboard"	means the Cisco Meraki cloud-hosted software platform allowing the Customer to configure, manage and monitor the CPE and access support services from Cisco (such as through an instant messenger service and/or telephone support);
"MPLS"	means multi-protocol label switching;
"Multi-Static"	means multiple permanent IP addresses that are allocated by VMO2B;

"Non-Diverse"	means a single Circuit is connected to a single provider point of presence, where there is M1 Topology;
"NTE"	means the network terminating equipment used for providing the service;
"NTE5C"	means the handoff point from BT where BT is the used as the Third Partyarty circuit provider of SOADSL or SOGEA Services.
"OAC"	means "one arm concentrator", being a deployment model that uses CPE as a VPN termination point into a Data Centre through which all internet traffic will be sent and received;
"Offending Material"	means material which: • is inaccurate, indecent, abusive, obscene, menacing or otherwise offensive, or which could damage a person's or organisation's good reputation; • breaks a confidence, copyright or other intellectual property right, privacy or any other right of any Third Party; • breaks any Applicable Law (including the Computer Misuse Act 1990) or the Acceptable Use Policy; or • could harm the Network or any Third Party's system, including material containing a virus;
"ONT"	means an optical network termination installed to terminate the fibre path at the Site;
"Outage Time"	means the sum total time of all Faults during the relevant calendar month;
"Partial Diversity Access"	means Circuits terminating at the same provider point of presence, where there is M2, M3 or M4 Topology;
"Planned Outage"	means any Smart Internet Access Service downtime: • scheduled by VMO2B to carry out any preventative maintenance or upgrades to the Smart Internet Access Service or to the Network; or • caused by any services the Customer requests or authorises including, without limitation, network redesign or reconfiguration;
"Resiliency Type"	means Non-Diverse, Partial Diversity Access, Assured Diversity Access or Assured Separation Access (as specified in the Commercial Schedule);
"RIPE NCC"	means Réseaux IP Européens, which is an organisation that supports the infrastructure of the internet;
"SD WAN"	means "software defined wide area network";
"Secure Electricity Supply"	means a safe and reliable power source for Service Equipment, which is compliant with applicable British Standard;
"Service Availability"	has the meaning given in paragraph 2.1 of the Service Level Agreement;
"Service Credit"	means the amount VMO2B credits or pays to the Customer for failing to meet the Service Levels in accordance with the terms of the Service Level Agreement;

"Service Level Agreement"	means the service level agreement applying to the Smart Internet Access Service as set out in Appendix 1 to this Service Schedule;
"Service Levels"	means the service levels as set out in Appendix 1 to this Service Schedule;
"Service Literature"	means any up-to-date specifications, brochure, user guide, instructions or other information that VMO2B publishes on the VMO2B Website in connection with the Smart Internet Access Services or otherwise makes available from time to time;
"Service Restoration"	has the meaning given in paragraph 3.1 of the Service Level Agreement;
"Services Equipment"	means equipment used by VMO2B or its partners to deliver the Service;
"Shift"	means where equipment used for providing the Service can be moved within the Customer Site from one internal location to another internal location;
"Smart Internet Access Service"	means the connection to the internet provided by VMO2B to the Customer through one or more Circuits, for use in conjunction with the CPE and Meraki Dashboard and provided in accordance with this Service Schedule;
"SOADSL"	means a Circuit based solely on copper technologies;
"SOGEA"	means a Circuit based on a combination of fibre and copper technologies;
"Splice Point"	means the box installed on the outside of the external wall for FTTP;
"Static WAN IP Address"	means a single permanent IP address that is allocated by VMO2B;
"Supported Firmware"	the version(s) of the Cisco Meraki firmware that is supported for use in connection with the Smart Internet Access Service, as specified in the Service Literature or as otherwise confirmed by VMO2B in writing from time to time;
"Survey"	means any survey or other investigations that need to be carried out at the Site in order to provide the Smart Internet Access Service;
"Switch"	means a piece of Cisco Meraki equipment (in the form specified in the Commercial Schedule);
"Topology"	means the combination of Circuit(s) and CPE(s) provided to the Customer for the purposes of delivering the Smart Internet Access Service (and being either M1, M2, M3 or M4);
"Traffic Information"	means information including but not limited to information about CPE that connects to the Customer network, such as MAC address, CPE name, CPE type, operating system, geolocation information, and information transmitted by CPE when attempting to access or download data or content (including but not limited to host names, protocols, port numbers, and IP Addresses) via the Network;
"VMO2B HFC	means a Circuit using hybrid fibre coaxial cable;

"VPN"	means a virtual private network;
"WAN"	means wide area network; and
"Working Hours"	means 9:00am to 5:30pm on a Working Day (excluding bank holidays).

2. Smart Internet Access Service

2.1 The Smart Internet Access Service consists of:

2.1.1 one or more Circuit(s) at the Site(s) (subject to paragraph 2.6 below);

2.1.2 Services Equipment in the form of one or more pieces of CPE and/or Switches at the Site(s);

2.1.3 Services Equipment used to terminate the Circuit(s) at the Site(s) where required;

2.1.4 installation of the Services Equipment (as further described in paragraph 4 of this Service Schedule); and

2.1.5 maintenance services (as further described in paragraph 10 and Appendix 1 of this Service Schedule).

2.2 The Smart Internet Access Service interoperates with the Cisco Meraki Services, which are subject to the additional terms detailed in Appendix 3 of this Service Schedule.

2.3 The Smart Internet Access Service may be provided with a number of variants, as follows:

2.3.1 with a specific Topology type or at a Data Centre (with a specific Data Centre type);

2.3.2 with or without SD WAN;

2.3.3 with a specific IP Type;

2.3.4 with a specific License Type;

2.3.5 with a specific Resiliency Type,

subject to VMO2B confirming the availability and interoperability of the variants. The variant(s) purchased by the Customer shall be as specified in the Commercial Schedule (or as otherwise agreed between the parties in writing from time to time).

2.4 Where the Customer purchases a Data Centre Service variant of the Smart Internet Access Services, the Switch(es) provided in connection with the Smart Internet Access Service will only have functionality for the Minimum Period. Where the Customer requires the Smart Internet Services with a Data Centre variant to continue beyond the Minimum Period, VMO2B will use reasonable endeavours to procure that the Switch(es) functionality continues (subject to the Customer complying with VMO2B's reasonable instructions and the terms of this Agreement). In the event that the Switch used to deliver the Data Centre Services becomes end of life, a new Switch will be required on renewal of the Agreement.

2.5 VMO2B is able to configure each License Type with License Type Standard Functionality, and where the Customer requests that additional functionality is configured, VMO2B reserves the right to increase the Charges and/or require that the Customer increase its Change and Administration Services Allowance.

2.6 Where the Customer purchases the DC#3b OAC Multi-Site (non-Meraki uplink) or DC#2b OAC Multi-Site (non-Meraki uplink) Data Centre type, the provisions of this Service Schedule that relate to VMO2B's provision of the Circuit(s) shall not apply and VMO2B shall not be responsible or liable for the Circuits under the Smart Internet Access Services (including in respect of any Faults).

2.7 The Service Commencement Date for the Smart Internet Access Service shall be the date on which VMO2B notifies the Customer of successful completion of the Acceptance Tests at the Site to be connected.

2.8 The CPE and any Switches that are provided by VMO2B for the purposes of the Customer receiving the Smart Internet Access Services shall be Services Equipment.

2.9 VMO2B's provision of the Smart Internet Access Services is subject to the limitations and exclusions set out in paragraph 6 of this Service Schedule.

3. Using the Smart Internet Access Services

Acceptable Use

3.1 The Customer must ensure that its use of the Smart Internet Access Service complies with the Acceptable Use Policy.

3.2 Without having any obligation to do so, VMO2B can monitor the Smart Internet Access Service and can block access to, edit, refuse or remove any material from the Network if VMO2B reasonably believes that the material may breach the Agreement or the Acceptable Use Policy.

3.3 If VMO2B receives a complaint relating to any material published or sent through the Smart Internet Access Service, VMO2B will be entitled (but not obliged) to take the action set out above in 3.2 without investigating the complaint.

3.4 Without affecting the general nature of clause 9.1 of the General Conditions, the Customer agrees not to use (and to not let any other person use) the Smart Internet Access Service to store or reproduce any Offending Material.

3.5 The content the Customer may access using the Smart Internet Access Service may be protected by copyright or other law. The Agreement gives the Customer no rights to such content.

Passwords

3.6 VMO2B may give the Customer a password (which may be a code, PIN number, user ID, account number, smart card or other security device), to allow the Customer to use the Smart Internet Access Service. The Customer must keep the password safe and confidential, and tell VMO2B immediately if anyone else finds it out. The Customer must not copy or try to copy any smart card or other security device. VMO2B can change the password without giving the Customer notice. If VMO2B believes the Customer is in breach of this paragraph, VMO2B can cancel the password and/or terminate the Agreement and the Customer shall be liable for any early Termination Fees.

3.7 VMO2B may (but does not have to) agree to any request the Customer makes to alter a password. The Customer may need to pay a Charge for altering a password.

Upgrades and Supported Firmware

3.8 Subject to paragraph 3.9, the Customer is responsible for scheduling any upgrades to the Cisco Meraki Services, as it deems necessary. The Customer may delay upgrades to the Cisco Meraki Services for up to one month upon which the upgrade will automatically occur. VMO2B shall have no liability for upgrades to the Cisco Meraki Services including if any due upgrade does not occur at the allotted time. VMO2B shall not be liable for any unavailability of the Smart Internet Access Services as a result of upgrades to the Cisco Meraki Services and such unavailability shall be deemed to be an Excused Outage.

3.9 VMO2B is only able to provide the Smart Internet Access Services if the CPE operates Supported Firmware. The Customer must maintain the Supported Firmware and is not permitted to update the Cisco Meraki firmware to a version that is not Supported Firmware, even if Cisco Meraki makes such version available. For the avoidance of doubt, if a Customer updates the Cisco Meraki firmware to a version that is not Supported Firmware and this results in unavailability of the Smart Internet Access Services, this shall be deemed to be an Excused

Outage. If the Customer requests VMO2B's assistance in restoring to Supported Firmware, VMO2B reserves the right to apply Charges for this service.

Additional information

3.10 VMO2B may provide the Customer with further details about the Smart Internet Access Services through the Service Literature, which may be made available through a Third Party software platform (including a "Knowledgebase" platform made available by Zendesk, Inc). Subject to the Customer's compliance with the relevant Third Party's terms and conditions, the Customer is granted a limited licence to access the Service Literature via the Third Party software platform. VMO2B reserves the right to apply Charges if the Customer requires any support from VMO2B to fix non-compliance with the Third Party's terms and conditions.

4. Survey, Installation and Access to Site

Survey

4.1 VMO2B will only provide the Smart Internet Access Service if the Survey (if applicable) is satisfactory.

4.2 The Charges set out in the Commercial Schedule are subject to Survey.

4.3 If Additional Costs are:

4.3.1 Identified by the Survey;

4.3.2 necessary following a discovery of an irregularity which was not highlighted by the Survey when installing the Smart Internet Access Service; and/or

4.3.3 the result of the customer requesting, and VMO2B agreeing to make, a change to the Smart Internet Access Service when VMO2B is installing and connecting it,

then VMO2B will notify the Customer of any such Additional Costs.

4.4 If the Customer does not accept the Additional Costs notified under paragraph 4.3, it may immediately terminate the Smart Internet Service at the affected Site by giving VMO2B written notice within seven (7) days of receiving notification of the Additional Costs. If the Customer fails to provide notice of termination in accordance with this paragraph, it shall be deemed to have accepted the Additional Costs and must pay the Additional Charges.

4.5 If the Customer does not keep an agreed appointment for VMO2B to enter the Site in connection with carrying out a Survey, VMO2B may charge the Customer any costs incurred (including a call-out fee).

Installation

4.6 The Customer accepts the following in relation to installation of the Circuit(s):

4.6.1 any incorrectly wired extensions to the Customer's existing master socket forming part of a Third Party supplier's network may be disconnected. The Customer is liable for the relevant Third Party supplier's charges for any rewiring that the relevant Third Party supplier agrees to do;

4.6.2 where the applicable Circuit is provided through a Third Party, the installation may be carried out by that Third Party;

4.6.3 VMO2B (or the applicable Third Party) will make its appointment(s) with the Customer for installation and configuration of the Smart Internet Access Service to take place on a Working Day and during Working Hours, at a time agreed between VMO2B and the Customer;

4.6.4 the Customer will provide the engineer access to the Site at the time agreed between VMO2B (or the applicable Third Party) and the Customer; and

4.6.5 to install the Smart Internet Access Services, ONT equipment may need to be installed outside and inside the premises at a Site, within proximity to a power supply.

4.7 Notwithstanding the type of Circuit(s) requested by the Customer, the Customer acknowledges that there are technical limits which might prevent VMO2B from being able to provide, or limit the manner in which VMO2B is able to provide a Circuit, including but not limited to the following:

4.7.1 access to the Circuit(s) may not be provided to the Customer if the Customer already receives some services from another communications provider. VMO2B will use reasonable endeavours to let the Customer know if any service the Customer receives from another communications provider means that VMO2B cannot provide the Smart Internet Access Service; and

4.7.2 some technical limits within third-party operators' networks may not be discovered until after installation, in which case VMO2B may need to withdraw the Circuit(s).

4.8 The Customer accepts that the technical limits may hinder the installation and activation of SOADSL, SOGEA or FTTP and that having BT equipment does not guarantee that SOADSL, SOGEA or FTTP can be successfully activated. The Customer acknowledges and agrees that VMO2B will not be liable in respect of the same.

4.9 For SOGEA there is a ten (10) day 'stabilisation period' starting on the Service Commencement Date. During these periods, the Service Levels for the relevant Smart Internet Access Service will not apply and the Customer should not report any Faults.

4.10 VMO2B may cancel a Circuit if, after VMO2B has placed an order for the Customer with an applicable Third Party for the Circuit, VMO2B and the Customer cannot agree an installation or activation date within thirty (30) days of the date the Third Party accepted the order. The Customer will indemnify VMO2B for all costs (including third-party cancellation charges) arising as a result of the cancellation.

4.11 VMO2B will use reasonable endeavours to put applicable Equipment where the Customer wants it, but VMO2B's decision on where to put the Equipment will be final and binding.

4.12 Where the Customer purchases the Smart Internet Access Services together with SD WAN (as specified in the Commercial Schedule), VMO2B shall install the VPN channels. Where the Customer is able to input on the features and design of the VPN channels (as may be confirmed by VMO2B from time to time), VMO2B shall implement the design that is agreed between the parties (subject to availability).

4.13 When selecting BTW SOADSL, two different installation types are available; Standard or Premium. When selecting BTW SOGEA or BTW FTTP, three different installation types are available; Standard, Premium or Advanced. This is further summarized in the below table:

	BTW SOADSL	BTW SOGEA	BTW FTTP
Standard Install	✓	✓	✓
Premium Install	✓	✓	✓
Advanced Install	✗	✓	✓

4.14 Each subsequent installation type accommodates increasing levels of complexity, and it is the Customer's responsibility to advise of its required installation type. Further information can be found in Appendix 3. If it is the later determined at the installation appointment that a different more complex installation type is required, then the installation appointment and the Target Delivery Date shall be rescheduled and a failed Site visit charge will become immediately payable as a Charge by the Customer in addition to any Additional Costs that may apply.

4.15 If, after placing an order for VMO2B HFC, SOADSL, SOGEA or FTTP, the Customer chooses during the delivery of the Service to cancel the order prior to the Service start date, then the

Customer agrees to then pay VMO2B a minimum amount of £50 as a cancellation charge, in addition to any Third Party costs already incurred and in addition to any civils or construction costs already incurred.

4.16 If, after placing an order for Ethernet, the Customer chooses during the delivery of the Service to cancel the order prior to the Service start date, then the Customer agrees to pay VMO2B a cancellation charge which can be viewed on the VMO2B Website Terms & Conditions | Virgin Media Business (which may be updated from time to time) in addition to any Third Party costs already incurred and in addition to any civils or construction costs already incurred.

Access to Site

4.17 In order for VMO2B (or its Third Party supplier(s)) to meet its obligations under the Agreement, after giving the Customer reasonable notice (except in an emergency) the Customer must:

4.17.1 allow VMO2B to carry out work in connection with installing, maintaining, adjusting, repairing, moving, replacing, renewing or removing the Services Equipment at or on the Site (or other applicable Customer premises as are necessary) including the work set out in paragraph 4.6;

4.17.2 provide a safe and suitable working environment for VMO2B at the Site (or other applicable Customer premises as are necessary); and

4.17.3 not use the Site (or other applicable premises) in any way that would make it significantly more difficult or expensive for VMO2B to exercise its rights under this paragraph.

4.18 If the terms of any Site access agreement the Customer has entered into with VMO2B or any of VMO2B's Affiliates is inconsistent with paragraph 4.17, the terms of the Site access agreement will take priority.

4.19 Any person who allows VMO2B to enter the Site or other premises or land will be considered to have the Customer's authority to grant VMO2B entry.

4.20 When exercising any of its rights under paragraph 4.17, VMO2B will cause as little damage as reasonably possible and will make good any damage that VMO2B causes at the Site.

4.21 Paragraphs 4.17 to 4.20 will apply for as long as is necessary for VMO2B to exercise VMO2B's rights to disconnect any Services Equipment and remove it from the Site, other premises or land, even if the Agreement has expired or is terminated.

Permissions or wayleaves

4.22 The Customer must (at its own expense), get or provide any permission or wayleave VMO2B may need to exercise VMO2B's rights under this paragraph 4 or to otherwise enable VMO2B to provide the Smart Internet Access Service. VMO2B will have no liability to the Customer if the Customer cannot get the necessary permission or wayleaves.

4.23 In connection with any permission or wayleave given in line with paragraph 4.22:

4.23.1 the Customer must make sure that the Customer Employees follow all of VMO2B's (or the applicable Third Party's) reasonable instructions; and

4.23.2 VMO2B must make sure that VMO2B Employees follow all of the Customer's or a Third Party's reasonable instructions.

Site requirements

4.24 The Customer must provide (at the Customer's expense) appropriate space, power, ducting and environment for VMO2B to install and maintain the Equipment at the Site. The Customer must make sure that the Customer makes any necessary preparations before the Equipment is connected, and the Customer must follow any instructions VMO2B gives to the Customer on making those preparations.

4.25 If, on any agreed date, the Customer fails to:

4.25.1 take delivery of, or allow VMO2B (or Third Party supplier as applicable) to install, the Equipment; or

4.25.2 allow VMO2B (or Third Party supplier as applicable) to carry out any work at the Site,

VMO2B may arrange storage for the Equipment at the Customer's risk (meaning that VMO2B will not be liable for any loss or damage arising while the Equipment is in storage). The Customer will have to pay the reasonable costs of the storage and VMO2B may charge the Customer a call-out fee and any reasonable costs arising as a result of the Customer's failure to comply with this paragraph 4.25.

4.26 Unless VMO2B agrees otherwise with the Customer in writing, there must be a Secure Electricity Supply available at the Site, at the points and with the connections VMO2B specify, for installing, using and maintaining the Equipment. If the Customer would need the Smart Internet Access Service to continue uninterrupted in a power failure, the Customer must provide back-up power which meets the requirements of the relevant British Standards. VMO2B will not be liable for Faults arising in the Smart Internet Access Service or Equipment as a result of a power failure within the Site.

5. Additional Services

5.1 The Customer must not request any additional, unplanned or ad hoc services from VMO2B Employees directly whilst they are on Site or otherwise. To the extent the Customer does so, VMO2B shall not be liable for any such additional, unplanned or ad hoc services.

5.2 Where the Customer requires additional services, these must be requested in accordance with clause 8 of the General Conditions.

6. Limitations and exclusions

6.1 The Customer accepts that there are technical limits relating to the Smart Internet Access Service and VMO2B will not be liable to the Customer for any such limits, which include (but are not limited to) the following:

6.1.1 the Smart Internet Access Service may emit an electromagnetic field which may effect the performance or speed of other adjacent equipment at the Site;

6.1.2 ;

6.1.3 where the Customer is using SOADSL, SOGEA, FTTP or VMO2B HFC, bandwidths are not guaranteed and cannot be known until the Circuit(s) are live and tested;

6.1.4 Where the Customer is using a Switch that has not been supplied by VMO2B and is as a result deemed not compatible with the Service, VMO2B will not be liable for any failure to deliver the Service.

6.1.5 where the customer is using SOADSL, SOGEA, FTTP or VMO2B HFC, that the Smart Internet Access Service may be supplied on a shared medium and may be affected by the level of usage by other users which could impact on the maximum available bandwidth; and

6.1.6 such other technical limits may be applicable, which VMO2B will use reasonable endeavours to keep the Customer informed of.

6.2 Where the customer is using SOADSL, SOGEA, FTTP or VMO2B HFC, the Customer acknowledges that the Network is configured to distribute bandwidth between all subscribers in accordance with the Customer's respective bandwidth subscriptions, and is subject to the constraints of the Network and Services Equipment delivering the Smart Internet Access Service.

6.3 VMO2B will not be liable for any loss or damage arising directly or indirectly from any use of the Customer Apparatus in connection with the Smart Internet Access Service. The Customer is entirely responsible for the security of the Customer Apparatus.

6.4 VMO2B shall not be liable (whether in contract, tort (including negligence), breach of statutory duty or otherwise howsoever arising) for any loss or damage associated with or arising from the failure of the Customer's Third Party provided equipment (including, but not limited to, any alarm system), to the extent that such failure results directly from changes to the environment and/or internal infrastructure of the Customer's Third Party provided equipment caused by the installation of a Smart Internet Access Service, after the Customer is connected to the Smart Internet Access Service.

6.5 Where the Customer is using SOADSL, SOGEA, FTTP or VMO2B HFC, the Customer acknowledges that the Smart Internet Access Service does not provide for the Customer to make or receive telephone calls, including calls to the emergency services. The Customer shall keep a mobile phone available and charged and use such mobile phone to call the emergency services in the event that such a call is required.

6.6 VMO2B will not be liable for any loss or damage associated with the Customer's alarm system failing after the Customer is connected to the Smart Internet Access Service.

6.7 VMO2B does not control or endorse the content, views, messages or information found in any Communication Services. VMO2B does not have any liability in connection with the Communication Service and any losses or damages arising as a result of the Customer using the Communication Service.

6.8 VMO2B does not control any Cisco Meraki virtual appliance (including Cisco Meraki "vMX") that may interact or connect with the Smart Internet Services, and VMO2B will have no liability or obligations (including in respect of providing support and maintenance services) in connection with such interaction or connection.

6.9 The Customer is responsible for:

6.9.1 the security of the Customer's information technology systems and network; and

6.9.2 the accuracy, reliability and stability of stored information. Before VMO2B installs the Equipment the Customer must take all necessary steps to back up the Customer's information and data, and make sure it is secure. The Customer must follow all of VMO2B's reasonable instructions on preparing the Customer Apparatus and the Site. VMO2B will not be liable for any loss or damage arising from the Customer failing to follow VMO2B's instructions.

7. Accepting the Services

7.1 After installing the Equipment VMO2B will carry out Acceptance Tests to make sure that the Smart Internet Access Service is ready for use at the Site. If the Smart Internet Access Service is not ready for use, VMO2B will carry out any necessary work and repeat the Acceptance Tests.

7.2 The Customer can ask for all Acceptance Tests to be carried out in the presence of the Customer's representative, as long as they are available at reasonable times, as specified by VMO2B. When the Acceptance Tests have been passed, VMO2B may ask the Customer to sign a form confirming this. If the Customer's representative does not sign the form within five (5) Working Days of being asked to do so, the Smart Internet Access Service at the Site will be considered to have been installed successfully and ready for use from the date the Acceptance Tests were passed.

8. Customer Promise Date and delay

8.1 VMO2B will use reasonable efforts to install and connect the Equipment so that the Smart Internet Access Service is available by the Customer Promise Date. VMO2B may extend the Customer Promise Date as set out in paragraph 8.3 below.

8.2 If the Smart Internet Access Service is not available by the Customer Promise Date (as may be extended as aforesaid), the Customer may be entitled to claim Service Credits as set out in the Service Level Agreement.

8.3 VMO2B may extend the Customer Promise Date by at least the length of any delay resulting from a Delay and/or VMO2B and the Customer agreeing in writing to change the Customer Promise Date.

8.4 VMO2B may recover from the Customer any reasonable costs incurred by VMO2B as a result of any Delay.

9. Equipment

Services Equipment

9.1 The Services Equipment will remain VMO2B's property at all times. The Customer agrees to make VMO2B's ownership of the Services Equipment clear to all Third Parties.

9.2 The Customer will be responsible for all loss of or damage to the Services Equipment at the Site once the Services Equipment has been delivered. The Customer must insure the Services Equipment against all relevant risks.

9.3 VMO2B may alter or replace the Services Equipment from time to time as long as the altered or replacement equipment does not have a significant negative effect on the Smart Internet Access Service.

9.4 The Customer is responsible for making sure that the Services Equipment is kept safe and used properly at the Site. Unless the loss or damage results from VMO2B's negligence, actions or failings, VMO2B will not have any liability for loss of or damage to the Services Equipment (including lightning or electrical damage) and the Customer will indemnify VMO2B for any such loss or damage. Without limitation, the Customer must:

9.4.1 not sell, let, transfer, dispose of, repair, service, tamper with, remove or interfere with the Services Equipment, use it as security for borrowing, or do anything else which would affect VMO2B's rights over the Services Equipment;

9.4.2 not add to, alter or in any way interfere with the Services Equipment, including connecting it to any equipment or device designed to divert electronic communications services to a different provider;

9.4.3 not allow the Services Equipment to be repaired, serviced or otherwise attended to by any person other than VMO2B Employees;

9.4.4 not do anything which is likely to damage the Services Equipment or reduce its performance or operation;

9.4.5 not remove, tamper with, change or mask any words or labels on the Services Equipment or any part of it;

9.4.6 keep the Services Equipment at the Site and not move it at any time;

9.4.7 protect, keep and use the Services Equipment:

(a) in line with any written instructions VMO2B may give the Customer from time to time; or

(b) if VMO2B does not give the Customer such instructions, to the same standard as a reasonable owner of Services Equipment would keep it;

9.4.8 in an emergency, take whatever steps as are reasonably necessary to protect the Services Equipment, and tell VMO2B about the emergency as soon as possible;

9.4.9 allow VMO2B to inspect, test and maintain the Services Equipment at all reasonable time and after giving the Customer reasonable notice; and

9.4.10 prevent any circumstances or thing which is likely to damage the Services Equipment or reduce its performance or operation.

9.5 The Customer must immediately tell VMO2B of any loss of or damage to the Services Equipment. VMO2B will not have any liability for loss or damage arising as a result of the Customer not complying with its obligations as set out in paragraph 9.4. On expiry or termination of the Agreement VMO2B retains the right to reclaim any Services Equipment from the Customer.

Customer Apparatus

9.6 If VMO2B agrees to use any cabling or wiring already installed at the Site, the Customer must have full rights for the cabling or wiring to be used for the purpose of VMO2B providing the Smart Internet Access Service, and the Customer guarantees that it meets all relevant standards and any specifications notified by VMO2B to the Customer.

Customer Obligations

9.7 The Customer shall be responsible for ;

9.7.1 ensuring the LAN is configured;

9.7.2 ensuring that the devices connected to the Smart Internet Access Service do not pose a security risk to the VMO2B network;

9.7.3 ensuring that the devices have up to date anti virus software

9.7.4 ensuring that the devices have a suitable network connector and install network interface cards or wireless network adapters if necessary;

9.7.5 the security of the Customer's information technology systems and network; and

9.7.6 the accuracy, reliability and stability of stored information

9.8 The Customer must make sure that any Customer Apparatus is in good working order and meets all standards, approvals and Applicable Law. VMO2B may disconnect, or instruct the Customer to disconnect, any of the Customer Apparatus if, in VMO2B's reasonable opinion, it:

9.8.1 does not meet any standard, approval or Applicable Law that applies at the time;

9.8.2 may cause injury to any person or significant damage to property; or

9.8.3 may reduce the quality of any service VMO2B provides.

10. Maintenance

10.1 VMO2B is responsible for repairing and maintaining VMO2B's network, the Services Equipment and the Smart Internet Access Service (and will provide a facility for the Customer's authorised staff to report Faults) unless (as determined by VMO2B acting reasonably) the issue with the Services Equipment and/or Smart Internet Access Service is due to the Customer's acts or omissions.

10.2 The Customer must pay the agreed Charges notified to the Customer by VMO2B if any repair or maintenance work is needed because of:

10.2.1 the Customer misusing, neglecting, damaging or accidentally/intentionally disconnecting the Services Equipment, Purchased Equipment or the Smart Internet Access Service;

10.2.2 a power failure at the Site;

10.2.3 the Customer breaching any of its obligations under the Agreement; or

10.2.4 a fault in, or other problem associated with, the Customer's Apparatus or any electronic communications system not run by VMO2B.

11. IP Address

11.1 VMO2B will own any provider aggregated IP (internet protocol) addresses ("**IP Address**") VMO2B allocates to the Customer. The Customer can only use the IP Address while the Agreement is in force.

11.2 If the Government or other authority requires VMO2B to reconfigure VMO2B's Core IP Network, the Customer may need to reconfigure the Customer's network to be able to receive the Smart Internet Access Service. VMO2B will not be liable to the Customer for the cost of the reconfiguration of the Customer's network.

11.3 If there is any conflict between the IP Address provided by VMO2B and the addresses the Customer already uses, VMOB2 will use reasonable endeavours to change the IP Address to remove the conflict. If VMO2B cannot avoid the conflict, the Customer must change their IP addresses.

11.4 As part of the Smart Internet Access Service, VMO2B may have to get an IP address and ASN for the Customer from RIPE NCC, who manage the allocation and redistribution of IP addresses. In such circumstances, the following will apply:

11.4.1 VMO2B will liaise with the Customer to keep registration records up to date;

11.4.2 the Customer must give VMO2B up-to-date registration information, and the Customer agrees that some or all of this registration information can be published in RIPE NCC's database;

11.4.3 the Customer must not transfer any IP address and/or ASN to a Third Party;

11.4.4 the Customer must pay VMO2B an annual fee for the IP address and ASN as confirmed by VMO2B;

11.4.5 the IP address and ASN will automatically return to RIPE NCC if:

(a) VMO2B cannot contact the Customer; or

(b) the Customer does not pay the annual fee.

11.4.6 RIPE NCC policies, as published on the RIPE NCC website and amended from time to time, apply to the use of the IP address and ASN.

11.5 If the Customer wants to continue using the RIPE NCC IP Address and ASN after the Agreement ends, the Customer must enter into an agreement with another local internet registry, or with RIPE NCC. VMO2B will not be obliged to continue providing RIPE NCC IP addresses and ASN after the agreement ends.

12. Limitation of liability

12.1 As well as the provisions relating to VMO2B's liability for loss or damage in the General Conditions, and paragraph 6 of this Service Schedule, the following applies:

12.1.1 without affecting the general nature of clause 18 of the General Conditions, VMO2B will not be liable for loss or damage to the Customer as a result of unauthorised access, failures of security measures or online attack (through the internet, the Smart Internet Access Service or otherwise) to the Customer's business systems, data, information or other materials. The Customer is responsible for protecting the Customer's business systems, data, information or other materials using up to date anti virus software;

12.1.2 VMO2B will have no liability in relation to the accuracy, content, quality, completeness, fitness for purpose or legality of any information or services the Customer gets access to using the Smart Internet Access Service. VMO2B will have no liability for material that the Customer transmits or receives, or any failure to transmit or receive any material;

12.1.3 VMO2B does not guarantee that the services of any Third Party will always be available, and so will have no liability if they are not available. If the Customer accesses any Third Party's information or services through the Smart Internet Access Service, the Customer will be bound by that Third Party's terms and conditions and will be responsible for complying with the Third Party's terms and conditions, if any.

12.1.4 VMO2B will have no liability in connection with any Third Party's information or services (regardless of whether VMO2B supports, endorses or designates any such offering as certified, approved, recommended or similar);

12.1.5 VMO2B will not have any liability for:

(a) any Offending Material on a Third Party's website;

(b) the conduct of any Third Party; or

(c) any Third Party's rights being infringed (broken, limited or undermined),

and the Customer is responsible for making a decision as to the suitability or legality of accessing, viewing or downloading any material from the internet and VMO2B will have no liability for any content sent or received using the Smart Internet Access Service;

12.1.6 VMO2B will not be liable for failing to meet any published service levels except those set out in the Service Level Agreement; and

12.1.7 any dealings with third parties (including advertisers) included within or accessed through the VMO2B Website or the Smart Internet Access Service, and any terms, conditions, assurances or guarantees associated with those dealings, are between the Customer and the relevant Third Party. VMO2B will not be involved in those dealings and will not have any liability in connection with them. The Customer is responsible for complying with any acceptable use policy or terms and conditions relating to using linked sites.

13. Termination of the Smart Internet Access Service

13.1 The Customer may terminate the Smart Internet Access Service by:

13.1.1 providing to VMO2B ninety (90) Days' notice in writing in accordance with clause 14.1 of the General Conditions; and

13.1.2 paying VMO2B any applicable Termination Fees in respect of the Smart Internet Access Service.

13.2 Notwithstanding clause 23 of the General Conditions, where the Smart Internet Access Service comprises multiple Circuits or CPE, the Customer may request to disconnect certain Circuit(s) or remove certain CPE by providing to VMO2B ninety (90) days' notice in the form specified by VMO2B and reimbursing VMO2B for its applicable charges.

Appendix 1 Service Level Agreement

1. Service Delivery Service Level

1.1 Subject to paragraphs 4 and 5.1 of this Appendix, if VMO2B fails to meet the Customer Promise Date, the Customer may claim the following one-off Service Credit:

Threshold missed	Service Credit
Up to 10 days past the Customer Promise Date	An amount equivalent to 5% of one month's Rental Charges for the delayed instance of the Smart Internet Access Services
11-30 days past the Customer Promise Date	An amount equivalent to 15% of one month's Rental Charges for the delayed instance of the Smart Internet Access Services
31 days to 3 months past the Customer Promise Date	An amount equivalent to 25% of one month's Rental Charges for the delayed instance of the Smart Internet Access Services
Over 3 months past the Customer Promise Date	An amount equivalent to 50% of one month's Rental Charges for the delayed instance of the Smart Internet Access Services

2. Service Availability Service Level

2.1 VMO2B will provide the Smart Internet Access Service in accordance with the following availability targets ("**Service Availability**"):

Topology	Circuit type	Threshold
M1	FTTP, SOGEA, SOADSL or VMO2B HFC	99.80%
	Ethernet	99.90%
M2	Any combination of FTTP, SOGEA, SOADSL or VMO2B HFC	99.90%
	Any combination of i) Ethernet and ii) Ethernet, FTTP, SOGEA, SOADSL or VMO2B HFC	99.95%
M3	Any combination of i) Ethernet and ii) Ethernet, FTTP, SOGEA, SOADSL or VMO2B HFC	99.99%
M4 (including where provided as any Data Centre type)	Any combination of i) Ethernet and ii) Ethernet (without Assured Separation), FTTP, SOGEA, SOADSL or VMO2B HFC	99.99%
	Ethernet and Ethernet with Assured Separation	99.999%

2.2 VMO2B will calculate the Service Availability monthly per Site as follows:

$$\frac{\text{24hrs x days in month – Outage Time hrs}}{\text{24hrs x days in month}} \times 100\%$$

2.3 From the Service Commencement Date, VMO2B will measure the Service Availability from 00:01 on the first day to 24:00 on the last day of each calendar month.

2.4 If any of the following conditions are met, the Smart Internet Access Service will be considered to be available for the purpose of the Service Availability calculation:

2.4.1 where the CPE is capable of being configured from Meraki Dashboard; or

2.4.2 where one or more Circuit(s) are able to transmit or receive internet data from/between the LAN and WAN (regardless of the Topology or Data Centre type).

2.5 If VMO2B fails to achieve the Service Levels set out in this paragraph 2, subject to paragraphs 4 and 5.1 of this Appendix, the Customer may claim a Service Credit of 10% of the monthly Rental Charges for the affected Site for the month of the Service Level failure.

3. Service Restoration Service Level

3.1 If there is a Fault, the Customer may report this 24x7x365, and VMO2B will aim to fix it ("**Service Restoration**") within the timeframe applicable to the Target Repair Time selected by the Customer (available timeframes as set out below):

Circuit Type	Target Repair Time
Ethernet	6 hours (24x7x365)
SOADSL, SOGEA and FTTP	Standard: 20 hours (24x7x365 where no Site visit required)
	Premium: 7 hours (24x7x365 where no Site visit required)
	Where a Site visit is required to resolve the Fault then such visit will take place during the hours of 0800hrs to 1800hrs, Monday to Sunday. Work may continue outside of these times where access to the Site is available. Out of hours engineering visits to Site may be used to complete a repair if unrestricted access is available.
VMO2B HFC	12 hours (24x7x365)

3.2 The Target Repair Time chosen by the Customer is detailed in the Commercial Schedule.

3.3 If VMO2B fails to achieve the Service Levels set out in this paragraph 3, subject to paragraphs 4 and 5.1 of this Appendix, the Customer may claim Service Credits as follows:

Hours by which Target Repair Time missed	Service Credit
0 – 3 hours	10% of the monthly Rental Charges for the affected Circuit during the month of failure

3 – 10 hours	20% of the monthly Rental Charges for the affected Circuit during the month of failure
Over 10 hours	Additional 5% of the monthly Rental Charges for the affected Circuit during the month of failure for every additional one (1) hour

3.4 If VMO2B owes the Customer Service Credits for both Service Availability and Service Restoration in relation to a Circuit, the Customer will only be entitled to receive the greater of the two.

4. Exclusions

4.1 VMO2B will not be liable to pay Service Credits for a failure to meet the Service Levels arising from:

4.1.1 the Customer's network or system, or any part of it;

4.1.2 a fault in, or any problem associated with, equipment connected on the Customer side of the VMO2BNetwork Terminating Equipment;

4.1.3 Customer's failure or delay in complying with VMO2B's reasonable instructions;

4.1.4 any refusal to allow VMO2B, its employees, agents or subcontractors to enter into the relevant Sites;

4.1.5 a Delay;

4.1.6 failed Site visit; and/or

4.1.7 the Customer not providing sufficient information to support VMO2B for the purpose of troubleshooting or fault fixing.

4.2 Unavailability of the Smart Internet Access Service as a result of any of the following events shall not count as Outage Time for the Service Availability Service Level:

4.2.1 an Excused Outage;

4.2.2 a Planned Outage; or

4.2.3 unavailability of the Meraki Dashboard.

4.3 Time spent in repairing a Fault or restoring the Smart Internet Access Service as a result of any of the following events will not be counted as part of Service Restoration time when calculating Service Credits for Service Restoration:

4.3.1 4.3.1 outage caused by the customer;

4.3.2 the Customer's failure or delay in providing necessary co-operation required by VMO2B including, without limitation supply of necessary information, access to relevant Sites and/or supply of necessarypower or facilities;

4.3.2 4.3.3 Customer Employees not being contactable to assist VMO2B or to confirm that the Smart Internet Access Service is restored;

4.3.4 a failed Site visit;

4.3.3 4.3.5 a Planned Outage; and/or

4.3.4 4.3.6 an Excused Outage,

and the time taken to restore a Fault is measured from the time the Fault is recorded on VMO2B's fault management system until the time VMO2B notifies the Customer that Smart Internet Access Service has been restored or, in the event that VMO2B is unable to contact the Customer, the time recorded on VMO2B's fault management system that Smart Internet Access Service has been restored.

5. Claiming Service Credits and VMO2B's liability to the Customer

5.1 To request a Service Credit, the Customer must submit a claim in writing within three (3) months of the Service Level failure. If the Customer does not claim a Service Credit within such period the Customer will be deemed to have waived the applicable Service Credit and any other rights in relation to the failure giving rise to such Service Credits.

5.2 The Customer agrees that the Service Credits shall be the Customer's sole and exclusive financial remedyfor VMO2B's failure to meet the Service Levels.

5.3 Notwithstanding any provisions in the Agreement to the contrary, in no event shall the total amount of Service Credits payable to the Customer in relation to any calendar month for the affected Site exceed the total of the monthly Rental Charges for the affected Site in that month.

6. Planned Outage

6.1 Except in an emergency or in circumstances beyond VMO2B's control, VMO2B will endeavour to give the Customer at least ten (10) Working Days' notice of any Planned Outage on the Network which willaffect the availability of the Smart Internet Access Service to the Customer's Site. Such notice will include:

6.1.1 a brief description of the Planned Outage;

6.1.2 the date and time of the Planned Outage; and

6.1.3 the estimated duration of the Planned Outage.

6.2 A notice under paragraph 7.1 will be given by way of letter, email or telephone call. However, in the case ofan emergency, VMO2B may give the Customer a shorter notice by way of a telephone call.

7. Reporting a Service Level failure

7.1 The Customer must comply with any fault reporting format as advised by VMO2B from time to time for the reporting of Service Level failures.

7.2 For the avoidance of doubt, if there is a dispute on any Service Level failure commencement or duration, VMO2B's records shall be final.

7.3 Any Service Level failure or suspected Service Level failure on the Smart Internet Access Services must be reported to VMO2B's Technical Support Centre on 0800 052 0800 (followed by the Customer's PIN, if supplied).

7.4 The Customer shall identify to VMO2B the individuals who shall have authority to report Service Level failure on the Customer's behalf ("Authorised Individuals"). Any replacement Authorised Individuals shall be notified to VMO2B in writing.

7.5 If there is a Service Level failure in SOADSL, SOGEA or FTTP, the Customer must report this to VMO2B, not BT, in line with this Service Level Agreement. If a Service Level failure is not due to the IPVPN or VMO2B is not able to diagnose the Service Level failure remotely, because the Customer has not met the requirements of this paragraph the Customer must pay VMO2B's charges for investigating the Service Level failure.

7.6 If an on-Site visit reveals that there is no Service Level failure with the Smart Internet Access Service or that the Service Level failure is an Excused Outage, VMO2B may charge the Customer and the Customer shall pay VMO2B an engineer call-out fee at VMO2B's standard charges at that time.

Appendix 2 Change and Administration Services

This appendix 2 shall apply to a Customer's purchase of Change and Administration Services in connection with the Smart Internet Services.

1. Purchasing a Change and Administration Services Allowance

1.1 The Customer is able to purchase the Change and Administration Services Allowance on or following the Commencement Date, and it is the Customer's responsibility to ensure it has purchased an adequate allowance for its requirements.

1.2 Where the Customer purchases an additional Change and Administration Services Allowance during the Term, VMO2B will invoice the Customer for the associated Charges at the point of the Customer's request.

2. Providing the Change and Administration Services

2.1 Change and Administration Services when performed are accounted for and deducted from the Change and Administration Services Allowance in a minimum unit of one hour (and where applicable, multiples of one (1) hour).

2.2 Where the Customer submits a Change and Administration Services Request, VMO2B shall assess whether the Customer's Change and Administration Services Allowance is sufficient for VMO2B to carry out the Change and Administration Services required. Where the Change and Administration Services Allowance is sufficient, VMO2B shall carry out the Change and Administration Services (without further consultation with the Customer as to Charges) but where the Change and Administration Services Allowance is not sufficient, VMO2B will notify the Customer of the same and confirm in writing the number of hours that it will take to complete the Change and Administration Services Request and the associated Charges for the Customer's approval.

2.3 Any Change and Administration Services Request for Change and Administration Services to be carried out outside of Working Hours shall be subject to additional Charges which VMO2B shall confirm in writing for the Customer's approval.

2.4 The Customer's Change and Administration Services Allowance is provided on an annual basis. On expiry of the applicable year, the Change and Administration Services Allowance shall automatically lapse and expire and there shall be no rollover of such allowance or refund of any Charges paid for such Change and Administration Allowance (regardless of whether or not the Change and Administration Service Allowance has been fully utilised).

3. Response and Completion Times

3.1 VMO2B will use reasonable endeavours to respond to a Change and Administration Services Request:

3.1.1 within two (2) Working Hours of receipt; or

3.1.2 within four (4) Working Hours on the following Working Day where received either with less than four (4) Working Hours remaining in a Working Day, or outside of Working Hours.

3.2 VMO2B will use reasonable endeavours to complete each Change and Administration Services Request during Working Hours, however time shall not be of the essence for such delivery.

3.3 VMO2B shall keep the Customer informed of the progress of the Change and Administration Services Request and promptly inform the Customer of any potential delay or problem concerning the Change and Administration Services Request so that VMO2B and the Customer may discuss and agree appropriate changes to the Change and Administration Services Request.

4. Cancelling the Change and Administration Services

4.1 Where the Customer terminates the Change and Administration Services, it shall only be entitled to a refund of Charges paid in advance (for Change and Administration Services not received) where such termination:

4.1.1 takes effect before the applicable Service Commencement Date; and/or

4.1.2 is pursuant to clause 14.4 or clause 14.11 of the General Conditions of this Agreement.

Appendix 3 Cisco Meraki Services

1. Cisco Meraki services

1.1 The Customer is responsible for arranging its access to the Meraki Dashboard and agreeing to and complying with the Cisco Meraki Terms, both of which are requirements in order for the Customer to be able to receive the Smart Internet Access Services.

1.2 The Customer may configure, manage and monitor the CPE via the Meraki Dashboard. VMO2B shall not be liable for any such changes made by the Customer and any support from VMO2B required to rectify the same will be separately chargeable and payable by the Customer.

1.3 The Customer's access to the Meraki Dashboard also permits the Customer to use the Meraki Dashboard to configure, manage and monitor other elements of the wider Cisco Meraki ecosystem and other devices used by the Customer (or permit VMO2B to do so), in addition to the CPE. The Customer acknowledges and agrees that if it chooses to use the Meraki Dashboard in respect of such additional elements and/or devices, VMO2B will not be responsible or liable in respect of the same.

1.4 VMO2B will advise the Customer on best practice and recommendations for accessing and installing the Cisco Meraki Services, however VMO2B does not warrant, represent or undertake that such Cisco Meraki Services will satisfy the Customer's requirements, and VMO2B do not accept responsibility if any Cisco Meraki Services fail to meet the Customer's requirements or purposes or to achieve any particular level of performance.

1.5 The Customer agrees to comply with the Cisco Meraki "Sizing Guidelines" and acknowledges that the Service Levels will only apply if the Customer complies with the same.

2. Data protection

2.1 The Customer understands and agrees that by using the CPE (and any other Customer Apparatus in connection with the Cisco Meraki Services) and Cisco Meraki Services, the Customer is collecting Customer Network Data which is transferred to Cisco Meraki for processing and storage. The Customer Network Data may contain personally identifiable information of the Customer's network users.

2.2 Processing of Personal Data by Cisco Meraki shall be governed by the Cisco Meraki Privacy Policy.

2.3 Cisco Meraki may process and store Customer Network Data in the United States or outside of the country where it was collected.

2.4 Notwithstanding the foregoing, the Cisco Meraki Services include functionality that limits or restricts the types of information collected, and the Customer may make use of that functionality.

2.5 The Customer retains all right, title and interest in and to Customer Network Data, except Cisco Meraki is permitted to use Customer Network Data as reasonably required to provide the Cisco Meraki Services and, only to the extent necessary, to protect VMO2B's rights in any dispute with the Customer or as required by law.

2.6 VMO2B processes and stores Traffic Information on the Customer's behalf so the Customer can monitor the use and performance of the Customer network and exercise control (such as network traffic shaping) over the traffic on the Customer network.

2.7 The extent of the Customer Network Data collected will depend on the features and functionality of the Cisco Meraki Services used, and by using:

2.7.1 "Location Analytics" from Cisco Meraki, the Customer collects the MAC address and relative signal strength of Wi-Fi enabled devices that are within range of the Customer's wireless network. Cisco Meraki does not store these MAC addresses on its servers, except in a de-identified form, and they are not stored on devices. The Customer is responsible for whether and how the Customer configures the API (application programming interface) to transfer this data to non-Meraki servers and what happens to this data following such a transfer;

2.7.2 "Systems Manager" from Cisco Meraki, certain agent software must be installed on the devices the Customer chooses to enrol. Depending on the type of device, the Customer will be able to perform remote actions such as accessing and deleting files, tracking location, enforcing policies, and installing and removing apps on enrolled devices; and

2.7.3 "Meraki MV" security cameras, video and audio recordings and still images captured by the MV device will be collected, processed, transferred and stored by Cisco Meraki as described in this paragraph. The Customer's Meraki MV security camera may not work if the Customer loses the Customer's connection to power or internet, so Meraki MV should not be used as a life safety or emergency service device.

APPENDIX 4 INSTALLATION TYPES

Installation Types	SOADSL	SOGEA	FTTP
Standard	• AM/PM appointment – Monday to Friday • Provision/upgrade to NTE5c with ADSL Service Specific Face Plate (SSFP) fitted • Up to 10 metres internal wiring from lead-in point • Install NTE within 1m of 13A power socket at nearest point to lead-in • Ensure wiring meets Openreach standards • Connect CP-provided router • Connect one device • Demonstrate working service • TRC banding for additional time (New Provide only)	A standard managed install is for quite simple installations. When considering the case of a new line provided with standard managed install, this would be primarily for a residential or small shop scenario, and the engineer will install NTE within 1m of a 13A power socket at the nearest point to lead-in. The engineer will: • Install up to 10m of cable from the nearest power socket to the lead-in. • Ensure wiring meets Openreach standards. • Connect the router. • Connect one device. • Demonstrate the speeds attainted.	An engineer visit to the end customer premises. Applies to new provide and product migration orders (e.g. from ADSL or FTTC to FTTP). Engineer activities include: • Upgrade to NTE5c (if required) • Up to 15m of external wiring tacked around the outside of the building prior to entry. • Connect the ONT inside the premises within 1m of nearest13amp mains power socket and no more than 10m of internal wiring from the fibre point of entry if needed to locate a suitable mains power socket. • Connect router • Connect 1 device (includes: Set-top Boxes, PCs, Laptops and Smartphones, but does not include games consoles, WiFi extenders and WiFi disks, dongles or Customer specific units – devices not previously connected at the end customer premises will not be connected) • Demonstrate service to Customer

Installation Types	SOADSL	SOGEA	FTTP
Premium	• Up to 30 metres internal wiring from lead-in point • Connect up to two more devices • Conduct Wi-Fi analysis in up to three rooms • Move router to provide best Wi-Fi coverage • Install up to two data extension kits or shift NTE to where customer wants (within 30 metres of lead-in)	A premium managed install is a higher level of managed installation service. It covers all the standard features, along with additional activities. The application for this type of install is most likely to be residential, and some micro enterprise settings. The engineer will: • Install up to 30m of cable from the nearest power socket to lead-in. • Connect up to 3 devices in total. • Move the router to provide the best wi-fi coverage and conduct wi-fi analysis in up to 3 rooms in the Site. • Install up to 2 data extension kits and or shift NTE. Further to this, there are some substitute activities should a premium managed install be selected to cover a SME (business) type setting. In this scenario, under a premium install, the engineer will: • Install up to 30m of cable from the nearest power socket to lead-in, but to cover more difficult places such as in an existing cable tray or trunking, or in accessible ceiling or floor voids (subject to engineer risk assessment) • Install up to 2 data extension kits. • No router installs (at Customer's risk) • Add VRI if required	A higher level of installation service. Applies to new provide and product migration orders (e.g. from ADSL or FTTC to FTTP). Engineer activities includes all the Standard features along with additional activities to optimise connectivity within the end customer premise, including: • More than 15m of external wiring (only where needed to reach chosen location) tacked around the outside of the building prior to entry. • Connect the ONT inside the premises within 1m of a suitable 13amp mains power socket where this is located and up to 30m of internal wiring from the fibre point of entry if needed to locate a suitable mains power socket. • Install up to 2 data extension kits and/or Shift the ONT to where customer wants/needs • Reposition the end customer router to provide best Wi-Fi coverage • Carry out WIFI analysis in up to 3 rooms in the premise • Connect up to 2 more devices and demonstrate (total = 3) – (includes: Set Top Boxes, PCs, Laptops and Smartphones, but does not include games consoles, WiFi extenders and WiFi disks, dongles or Customer specific units. Any devices not previously connected at the end customer premises will not be connected).

Installation Types	SOADSL	SOGEA	FTTP
Advanced	Advanced is not available for BTW SOADSL.	An Advanced Managed Install is the most elevated level of Managed Installation service. It covers all the standard and premium features, along with additional activities, applicable to complex or critical installs. The application for this type of install is most likely to be commercial or industrial, with complex cabling requirements. In addition to applicable standard and premium activities, the engineer will: • Install up to 100m of cable from the nearest power socket to lead-in. • Install complex cabling if needs be through multiple walls. • Use existing cable trays running horizontally or vertically (which may be through multiple floors) • Install services through ceiling or floor tiles that are removable and easily accessible. • Use in-situ cabling (structured) to provide service. • Connect to existing in-building structured cabling e.g., in comms rooms	A higher level of installation service. Applies to new provide and product migration orders (e.g. from ADSL or FTTC to FTTP). This option is designed to support business customers with complex installations which require more than the Premium activities listed or into a separate building on Site such as outbuildings or garages. Additional information can be provided on the order and/or more detailed work can be carried out to provision service to meet the customer needs, especially businesses and public sector organisations. Advanced Install scope: • Existing Premium install activities as required e.g. connect and reposition the router to the ONT and connect up to three devices • Connect the ONT inside the premises within 1m of nearest 13amp mains power socket up to 100m from the Customer Splice Point (CSP). This 100m includes the internal and external wiring distance from the CSP. • Provide one external wall drill and one internal non-concrete wall drill if required • Use existing open cable tray work, work through ceiling or floor tiles that are removable and accessible and use in-situ cabling (structured cabling) • 'X' marks the spot to indicate preference for ONT install location (when available)

Cisco SDWAN Service Schedule

Version Number 1.0

CISCO SDWAN SERVICE SCHEDULE

1. DEFINITIONS AND INTERPRETATION

1.1 In this Service Schedule, in addition to those terms defined in the General Conditions, Appendix 2 of this Service Schedule, the following terms and expressions shall have the following meanings unless the context requires otherwise:

Term / Expression	Meaning
"24*7"	means 24 hours per day and 7 days per week;
"Access Connection"	means a physical connection (or a Mobile Connect) between a Site and the Network or the Internet;
"Additional Charges"	means Charges which are payable by the Customer for additional or optional Services not included within the one-off and monthly recurring Charges set out in the Commercial Schedule;
"APN or Access Point Name"	means the name of the gateway between a mobile network and another network, typically the public Internet.
"AWS"	means Amazon Web Services;
"Category 5e"	means Category 5 Enhanced, a type of Ethernet cable;
"Change Request"	means a change to the Services requested by the Customer or proposed by VMO2B which may take the form of an IMAC (Installations, Moves, Additions and Changes,) and may result in a change to the Charges;
"Cisco Smart Account"	means a centralized licensing portal that enables organizations to manage and track Cisco software licenses, devices, and entitlements across the SD-WAN service;
"Cisco Customer Virtual Account"	means a sub-account within a Cisco Smart Account, used by Partners or enterprise Customers to manage SD-WAN licenses, devices, users, and entitlements by business unit, project, or service
"CMDB"	means a configuration management database;
"Controller"	means the Cloud Management platform that provides the monitoring and management of the in-scope infrastructure;
"CI or Configuration Item"	means an in scope component that is maintained, monitored or managed in order to deliver the SD-WAN Service;
"Controller Availability"	means where the SD-WAN management platforms are operational and available to ensure the overall management, monitoring and control of the SD-WAN network and service;
"Control Plane"	means the layer of the SD-WAN architecture that manages routing and policy decisions through SD-WAN Controllers;
"CoS"	means class of service;
"CSP or Cloud Service Provider"	means a third-party provider of cloud computing infrastructure or platform services, including Amazon Web Services (AWS), Microsoft Azure, and Google Cloud Platform (GCP).
"Customer Equipment"	means any hardware, software, cabling and related facilities provided by the Customer and used by the Customer in relation to a Service;
"Customer's First Line Service Desk"	means: a) a first line service desk to provide support to Users provided by the Customer; or the Customer's Third-Party service provider (as notified to VMO2B on or before the Service Commencement Date); or b) where agreed by VMO2B and captured in the Customer Service Charter, a customer's (or their Third-Party service provider's) technical group;
"Data Plane"	means the layer responsible for forwarding traffic between SD-WAN CPE devices;

"Demarcation Point"	means: a) the LAN interface of the SD-WAN CPE; and b) in respect of any SD-WAN CPE connected to Customer provided Access Connections, the transport interface of the SD WAN CPE;
"Dropped Packet"	means a packet that has been intentionally dropped from transmission at ingress or egress from the Network when traffic in excess of the agreed limits is presented;
"Environmental and Usage Assumptions"	means any conditions or assumptions relating to the location, storage and/or usage of the Maintained Equipment or Maintained Software described in this Service Schedule;
"Engineer"	means an engineer employed or contracted by VMO2B;
"Ethernet Fibre"	means an ethernet fibre Access Connection;
"FTTC or Fibre to the Cabinet"	means, a legacy circuit based on a combination of fibre optic and copper technologies (which has been superseded by a SOGEA Service)
"HFC or Hybrid Fibre Co-axial Cable"	means a circuit using hybrid fibre co-axial cable;
"Hull Area"	means the area defined as the 'Licensed Area' in the license granted on 30 November 1987 by the Secretary of State under section 7 of the Telecommunications Act 1984 to Kingston upon Hull City Council and Kingston Communications (Hull) plc;
"IMAC Catalogue"	means a catalogue of IMACs (Installations, Moves, Additions and Changes) which will be updated from time to time and may be either accessed via the ITSM Portal or made available to the Customer upon request;
"International Zone"	means the international geographical zones applicable to the provision of the SD-WAN Service to international Sites and which are further described in Annex B);
"Internet Access"	means a dedicated Internet Access circuit connected directly to the SD-WAN CPE;
"Internet Circuit"	means an Access Connection that provides connectivity between the SD-WAN CPE and the public Internet;
"IP"	means internet protocol;
"IP SEC"	means a secure network protocol that encrypts the packets of data to provide secure encrypted communication between two computers over a network;
"IPVPN"	means internet protocol virtual private network;
"ITSM"	means IT service management;
"ITSM Portal"	means Information technology service management portal;
"Jitter"	means the variation in time between consecutive packets arriving caused by network congestion, timing differences or route changes;
"Local Internet Breakout" or "LIB"	means the ability to breakout to the internet over an Internet Circuit Access Connection;
"Low-Level Design or LLD"	means a detailed description document of every component and its configuration of the in scope infrastructure and software;
"Maintained Equipment"	means any item of Services Equipment or Customer Equipment listed in the Commercial Schedule as maintained by VMO2B in accordance with the selected Service Components;
"Maintained Software"	means any Software listed in the Commercial Schedule as maintained by VMO2B in accordance with the selected Service Components or which is embedded on and supplied with the Maintained Equipment;
"Major Incident"	means where a P1 Incident has occurred;
"Managed SD-WAN Service"	means the Service described in paragraph 3 of this Service Schedule:
"Mobile Connect"	means a mobile or wireless Access Connection provided via a 4G network (as applicable from time to time);
"Mobile Connect Back-up"	means a Mobile Connect providing a back-up Access Connection to a primary Access Connection; [Deleted if O2 Gateway is not used as core] All cellular (3G/4G/5G/LTE) interfaces and transports are excluded from availability, performance, and latency SLAs and are provided strictly on a best-effort basis without

	guaranteed performance levels;
"MPLS"	means multi-protocol label switching;
"NMS"	means VMO2B's network management system;
"NOC"	means VMO2B's network operation centre;
"NTE"	means network terminating equipment;
" OEM or Original Equipment Manufacturer"	means an organisation that manufactures devices from component parts bought from other organisations;
"Over The Top""	means the provision of the Managed SD-WAN Service where SD-WAN CPE is connected to Customer or 3rd party provided MPLS or Internet Circuit Access Connections;
"P1 Incident"	means a major fault causing complete loss of the SD-WAN service at an HA site or a total loss of the SD-WAN service at multiple sites, requiring immediate action and continuous effort until resolved.
"Packet Loss"	means the failure of a sent packet to reach its destination, excluding Dropped Packets;
"Plane"	means a layer of the Managed SD-WAN Service providing different elements of the Service;
"Quality of Experience or QoE"	means a process of measuring the perception of the overall performance and effectiveness of the network, as measured by factors such as network latency, Packet loss, and overall quality measured from a scale 1-10, 1 being poor, 10 being excellent.
"Reporting Pack"	means an agreed set of reports produced with the agreed frequency set out in the Service Charter;
"RJ45 or Registered Jack 45"	means a type of connector commonly used for Ethernet networking;
""RTD or Round Trip Delay"	means the round-trip time in milliseconds for a packet over a route path;
"Service Availability"	means the percentage of time that the Managed SD-WAN Service remains operational at a Site under normal circumstances: excludes maintenance windows;
"Service Charter"	means a non-binding manual which outlines the parties' responsibilities to each other and the operational processes and interfaces between the parties in respect of the management of the Services (including, by way of example, the reporting of Incidents, planned maintenance windows and provision of support) as agreed by the parties in accordance with paragraph 1 of Appendix 1;
"Service Credit"	means a compensation offered by VMO2B to a customer when agreed service levels are not met, as defined in the Service Level Agreement (SLA) of this Service Schedule;
"Service Component"	means a single deliverable component of a Tier;
"Service Management"	means the service management services described in this Service Schedule
"Service Manager"	means an VMO2B Employee appointed by VMO2B to manage and coordinate with the Customer the various service-related elements of the SD-WAN Service;
"SD-WAN Analytics"	means a cloud-based analytics platform and portal that provides deep visibility, insights, and predictive analytics for SD-WAN deployments to optimise performance and enhance network operations.
"SD-WAN Controller"	means the centralised SD-WAN management platform that provides the dynamic network intelligence;
"SD-WAN CPE"	means the Managed SD-WAN Maintained Equipment located at a Site (as set out in the Commercial Schedule) which is monitored and maintained by O2;
"SD-WAN Manager Portal"	means the secure, web-based portal made available by VMO2B to the Customer and its nominated Users that performs the SD-WAN monitoring and management tasks as further described in clause 11 of this Service Schedule;
"SD-WAN Service or Cisco SD-WAN Service"	means the services provided under this Service Schedule as defined in paragraph 3 and 4;
"SD-WAN Network"	means the combined solution of all the various SD-WAN components and connectivity as described in this schedule
"SD-WAN Service Transition Phase"	means the period between initial deployment and formal handover, during which the solution is validated and its operational readiness is confirmed;
"SD-WAN System"	means the SD-WAN Platforms that manage the SD-WAN CPE;
"SD-WAN Tunnel"	means an encrypted virtual connection between the in scope SD-WAN CPEs;
"SD-WAN Validator"	means the centralised service platform that forms part of the SD-WAN System that

	manages the deployment and orchestration of configuration, changes and service enablement;
"SOADSL or Single Order Asymmetric Digital Subscriber Line "	means a circuit based solely on copper technologies;
"SOGEA or Single Order Generic Ethernet Access Service"	means a Single Order Generic Ethernet Access Connection;
"Supported Hours"	means the hours during which VMO2B provides Service Management for each Service Component as set out in paragraph 2 of Appendix 2 or otherwise specified in this Service Schedule;
"Territory"	means the United Kingdom but not including the Hull Area, Isle of Man, Isles of Scilly and the Channel Isles; and
"Tier"	means a single tier of Service Management, which may be one of the three (3) Tiers described in paragraph 7;
"Transport Plane"	the underlying network infrastructure (including but not limited to MPLS, internet, and LTE) used to connect SD-WAN CPE devices as described in paragraph 3.4c);
"VMO2B Service Desk"	means the service desk provided by VMO2B which will liaise with the Customer's First Line Service Desk in connection with the provision of support as set out in this Service Schedule;
"VPN"	means virtual private network;
"WAN"	means wide area network, which is a telecommunications network that extends over a large geographical area and is used to connect multiple local area networks;
"Whitelist"	means the list that defines the inbound rules to allow specific public IP addresses or users access to the SD-WAN Manager portal
"Working Hours"	means, unless otherwise specified, 08.00 hours to 18.00 hours on Working Days.

2. SERVICE COMMENCEMENT DATE

2.1. The Parties shall agree in writing the Service Commencement Date for the SD-WAN Service.

3. SERVICE

3.1. The SD-WAN Service consists of:

(a) Network Infrastructure Supply, Design and Installation (as further defined in paragraph 6 of this Service Schedule); and or

(b) Service Management (as further defined in paragraph 10 and Appendix 2 of this Service Schedule).

4. SOLUTION

4.1. The SD-WAN Solution comprises of the Maintained Equipment and or Maintained Software including:

4.1.1. a dedicated single tenant cloud-based software defined networking solution; which collectively provides the management functions required for the delivery of SD-WAN Service, consisting of:

(a) the SD-WAN Manager network management system (management plane) and SD-WAN Manager Portal;

(b) the SD-WAN Controller (control plane);

(c) the SD-WAN Validator (orchestration plane);

(d) software defined centralised management enabling simplified network administration and operation by decoupling network hardware from its control mechanism;

(e) allowing network policies to be automated and centrally controlled through the SD-WAN System;

(f) various SD-WAN edge CPE (data plane) specified to deliver the connectivity and throughput of the service as specified in the Low-Level Design.

(g) an IP provided network Service designed to connect multiple Sites from a secure corporate IPVPN;

(h) features enabled as agreed with the Customer;

(i) designed and configured in accordance with the Low-Level Design;

(j) and deployed as one of the following network types:

[Supplier's Solution Architect will confirm which type is applicable.]

(k) a private SDWAN using VMO2B provided MPLS Access Connections.

(l) a public SD-WAN using VMO2B provided Internet Circuit Access Connections.

(m) a hybrid SD-WAN using VMO2B provided MPLS and Internet Access Connections

5. ACCESS CONNECTIONS

[Supplier's Solution Architect will confirm. One or more can be applicable.]

5.1. Sites are connected to the SD-WAN Service by the following Access Connections:

(a) VMO2B provided MPLS Access Connections;

(b) VMO2B provided Internet Circuit Access Connections;

with or without Local Internet Breakout (LIB)

(c) A combination of VMO2B provided MPLS and Internet Access Connections, as further described in 5.2 paragraph below

5.2. If any Access Connection used to deliver the Transport Plane is ceased for any reason (including termination of SD-WAN Service in whole or in part), then, unless a suitable substitute Access Connection is provided or procured by the Customer, the corresponding SD-WAN Service shall be automatically terminated and, where applicable, Termination Fees shall be payable.

VMO2B Provided MPLS Access Connections

[If no VMO2B provided MPLS Access Connections, paragraphs 5.3 to 5.9 do not apply]

5.3. A variety of VMO2B provided MPLS Access Connection types and speeds are available, as set out in Table 1 below.

5.4. The terms and conditions relating to the provision of such MPLS Access Connections are as set out in the applicable Service Schedules.

Table 1 - VMO2B Provided MPLS Access Connections

Access Connections		Description
Access Connection Types	Ethernet	Up to 10Gbps symmetrical
	FTTP	Up to 1Gbps downstream / up to 220Mbps upstream
	SOADSL	Up to 24Mbps downstream /up to 2.5Mbps upstream
	SOGEA	Up to 80Mbps downstream / up to 20Mbps upstream
	HFC	Up to 1Gbps downstream / up to 100Mbps upstream
	[Mobile Connect]	[3G and 4G (via private APN). From 200 Kbps up to 100 Mbps (max)]
Ethernet Fibre Access Connection Resilience	Standard	Direct Ethernet Fibre Access Connection to the nearest PoP.
	Secure/Diversity	Adds a diversely routed Ethernet Fibre Access Connection to the same PoP
	Secure+/Separation	Adds a separated and routed Ethernet Fibre Access Connection to two different PoPs
Other Access Connection Resilience	Custom design	Combinations of various VMO2B provided Access Connections to a Site as set out in the Low-Level Design

Classes of Service

5.5. Different network CoS are available on the MPLS connections allowing traffic to be prioritised and engineered over the SD-WAN Service. The CoS available at any Site is dependent on the Access Connection method and location.

5.6. CoS is only available on VMO2B provided MPLS Access Connections except Mobile Connect Access Connections.

5.7. Where CoS is provided, various percentages of each Access Connection (and/or Site) bandwidth are reserved for each class. VMO2B offers various CoS options as defined in Table 2 below.

Table 2 - Class of Service

Class of Service	Description
Default Class (DE)	Suitable for non-time-critical traffic such as internet, web browsing or email.
Expedite Forwarding (EF)	Suitable for delay sensitive, real time applications, sensitive to latency and jitter for example voice over IP or video conferencing.
Assured Forwarding (AF)	AF 1-4 Classes of Service which are suitable for applications less sensitive to latency and Jitter for example Citrix and terminal emulation.
Best Efforts +	Suitable for general corporate data applications.

5.8. The selected CoS for each Access Connection (and/or Site) will be agreed between the parties, and the applicable bandwidth shall be set out in the Low-Level Design. The total bandwidth for all CoS on each Access Connection shall be less than or equal to the Access Connection bandwidth.

5.9. Traffic in excess of bandwidth allocation for all CoS classes except EF has the facility to utilise unused bandwidth space allocated to but unused by other CoS based on the proportion of bandwidth allocated to those traffic classes. AF traffic which exceeds allocated bandwidth for that class will be marked and may be discarded in the case of congestion. Bursting of agreed EF bandwidth is not possible, and excess packets will be discarded as Dropped Packets.

VMO2B provided Internet Circuit Access Connections

[Deleted if no VMO2B provided Internet Circuit Access connections]

5.10. A variety of VMO2B provided Internet Circuit Access Connection types and speeds are available, as set out in Table 3 below.

5.11. The terms and conditions relating to the provision of such Internet Access connections are as set out in the applicable Service Schedules.

Table 3 - VMO2B Provided Internet Circuit Access Connections

Access Connections		Description
Access Connection Types	Ethernet	Up to 10Gbps symmetrical
	FTTP	Up to 1Gbps downstream / up to 220Mbps upstream
	SOADSL	Up to 24Mbps downstream / up to 2.5Mbps upstream
	SOGEA	Up to 80Mbps downstream / up to 40Mbps upstream
	HFC	Up to 1Gbps downstream / up to 100Mbps upstream
Other Access Connection Resilience	Custom design	Combinations of various VMO2B provided Internet Circuit Access Connections to a Site as set out in the Low-Level Design

5.12. VMO2B supplied Internet Access solutions are provided to deliver the public Transport Plane and the Customer acknowledges and agrees that in relation to any VMO2B provided Internet Circuit Access Connections the following caveats shall apply:

(a) The Internet Access circuit will be dedicated for the use of the SD-WAN Service;

(b) CoS is excluded;

(c) Network path performance Service guarantee's, such as latency, jitter and Packet Loss are excluded (as set out in paragraph 3 of Appendix 1).

6. SD-WAN PORTALS

6.1. The SD-WAN Portals provided with the SD-WAN Solution include:

(a) the SD-WAN Manager Portal (as further described in paragraph 6.2 below); and

(b) the SD-WAN Analytics Portal (which is only applicable if the solution consists of Cisco DNA advantage or premier licenses as further described in paragraph 6.4 below).

6.2. Depending on if the customer has opted to retain management control the customer will receive either:

(a) a **read- only** access; or

(b) **read/write** access t

to a set of pre-defined dashboards available within the SD-WAN Manager Portal which are accessible through a VMO2B provided URL during the SD-WAN Service Transition Phase.

6.3. The SD-WAN Customer Portal provides the Customer access to SD-WAN network related information and metrics relating of their SD-WAN solution as set out in Table 4 below:

Table 4 - SD-WAN Customer Portal

SD-WAN Customer Portal	
Dashboard	Overview of the SD-WAN Network and its performance.
Application visibility	Dashboard of applications and their usage across the SD-WAN network
Geography	Map views of the SD-WAN Service and the geographic location of the SD-WAN CPE within that solution.
Network	Inventory of all SD-WAN CPE in the SD-WAN Service along with detailed information on each SD-WAN CPE.
Events	Details of events generated by all SD-WAN CPE in the SD-WAN Service.
Audit Log	Records of Users who have accessed SD-WAN CPE within the SD-WAN Service.
ACL Log	Logs for Access Control lists configured on the SD-WAN CPE within the SD-WAN Service.
Devices	List of SD-WAN CPE and SD-WAN Controllers comprising the SD-WAN Solution
Certificates	Status of certificates across SD-WAN CPE, including count of all expired or invalidated certificates.

6.4. The SD-WAN Analytics Portal provides the Customer with an enhanced visibility and reporting capability of their SD-WAN Network. The Customer will be granted access to a set of pre-defined dashboards available within the SD-WAN Analytics Portal.

6.5. The SD-WAN Analytics Portal provides access to SD-WAN analytics information and metrics relating to the Customer's SD-WAN solution as set out in Table 5 in below:

Table 5 - SD-WAN Analytics Portal

SD-WAN Analytics Portal	
Network Visibility	Visibility into performance metrics, such as Packet Loss, latency, jitter, and availability.

SD-WAN Analytics Portal	
Application Experience	Assess Quality of Experience (QoE) based on underlying network performance and connectivity between the WAN edge CPE
Operational Insights	Historical benchmarks, trend identification, and correlation of application experience to network behaviour.
Path Recommendations	Insights into the quality of the current and recommended alternative network paths for improved performance.
Application Flows	Visibility into traffic flows over network paths.
Top Talkers	Identification of top consumers of network bandwidth.
Reporting	Generation of performance analysis reports for offline review.

7. NETWORK INFRASTRUCTURE SUPPLY, DESIGN, AND INSTALLATION

7.1. VMO2B shall provide suitably qualified VMO2B Employees to provide network design and project management, hardware and software supply and installation services in relation to the SD-WAN Service.

7.2. VMO2B shall use reasonable endeavours to deliver and, if applicable, install and commission the Maintained Equipment and Maintained Software within any time periods and/or by any date indicated to the Customer in writing.

7.3. Where VMO2B is responsible for the installation and commissioning of Maintained Equipment, the commissioning of such Maintained Equipment shall include:

(a) physical installation of the Maintained Equipment at the relevant Site; and

(b) confirmation that the connection between the Customer's network and the Maintained Equipment is working in accordance with the relevant Low-Level Design.

7.4. Unless otherwise agreed between the parties in respect of a specific order and notwithstanding clause 1.1(p) of this Service Schedule the Customer shall be deemed to have accepted an item of Maintained Equipment and Maintained Software:

(a) immediately after the Customer has received the Maintained Equipment and Maintained Software, where the Customer is responsible for installation and commission; or

(b) where VMO2B is responsible for installation and commission, on the earlier of:

(i) the date of signature by a representative of the Customer confirming acceptance of the installed and commissioned Maintained Equipment and Maintained Software; or

(ii) 2 Working Days following installation by VMO2B of the Maintained Equipment and Maintained Software unless the Customer notifies VMO2B in writing that the installation has not been carried out successfully.

7.5. Unless otherwise agreed, the installation of the Maintained Equipment will take place during Working Day office hours.

8. SITE PREPARATION, ACCESS AND INSTALLATION

8.1. If the Maintained Equipment is to be installed at a Site to enable VMO2B SD-WAN Services, the Customer shall (at its own expense) prior to installation:

(a) supply VMO2B with all necessary technical information regarding the Site and the Customer's operating requirements, to allow VMO2B to plan and arrange for installation;

(b) prepare Sites in accordance with VMO2B reasonable instructions including providing any openings in buildings;

(c) provide any electrical and telecommunication connection points reasonably required by VMO2B to install the Service Equipment;

(d) provide suitable rack space as reasonably required by VMO2B to accommodate the in-scope SD-WAN and Service Equipment, as defined in the applicable Low-Level Design document;

(e) obtain whatever consents or permissions may be necessary for VMO2B to install and access the Service Equipment at the Site, including, consents for alterations to buildings, access across land or placement of the Service Equipment on third party property; and

(f) VMO2B shall be entitled to charge the Customer for any additional costs and expenses that it incurs as a result of the Customer's failure to prepare a Site as required in this paragraph 8.1.

8.2. The Customer shall, at all times:

(a) configure and provide access through any Customer firewalls and Customer security devices, as VMO2B shall reasonably require enabling VMO2B to perform its obligations under the Agreement, subject to VMO2B compliance with the Customer's information security policies;

(b) ensure that any programming performed by a Third Party is backed up and made available to VMO2B;

(c) ensure that there is sufficient space in communications rooms and cabinet space for new or existing infrastructure and Maintained Equipment including any space required to support testing or parallel running during installation; and

(d) provide secure on-site storage facilities and ensure that the VMO2B Employee will have unrestricted access to those secure storage areas throughout installation

8.3. VMO2B shall have no liability for any failure in delivering or installing Maintained Equipment to the extent such failure arises from the Customer's non-compliance with its obligations under paragraphs 13. and 8.1 and 8.2 above.

Delivery, Acceptance and Risk

8.4. VMO2B will deliver the Service Equipment to the relevant address specified by the Customer, provided such address is located within the Territory. VMO2B shall notify the Customer in advance of any instructions or information required to enable the Customer to take delivery (or collection) of the Service Equipment.

8.5. The Customer shall be deemed to have accepted an item of Service Equipment upon the earlier of:

(a) written confirmation of acceptance by the Customer; or

(b) expiry of the inspection period set out in Clause 8.7 without VMO2B receiving notice of any material discrepancy or damage,

subject always to any latent defects which could not reasonably have been identified during inspection. Where Service Equipment is expressly supplied on an "as is" or similar basis, VMO2B shall have no liability for defects other than latent defects which could not have been apparent from a reasonable physical inspection of the Service Equipment.

8.6. Risk in an item of Service shall pass to the Customer:

(a) on delivery, where VMO2B delivers the Service Equipment; or

(b) on collection by the Customer, where the Customer collects the Service Equipment; and

(c) the Customer shall not be liable for any loss or damage to the Service Equipment except to the extent that such loss or damage is directly caused by the negligence of VMO2B or its suppliers.

8.7. Notwithstanding the provisions of paragraphs 8.4, 8.5 and 8.6, the Customer shall inspect the Service Equipment (and any related Software) upon delivery and shall notify VMO2B in writing of any discrepancies, including but not limited to mis-shipments, missing items, or visible damage, within ten (10) Working Days of the date of delivery. If the Customer fails to notify VMO2B within this period, the Service Equipment shall be deemed accepted in accordance with clause 8.5 above.

9. ADDITIONAL SITES, ROUTERS & OPTIONS

9.1. At an additional charge, the Customer may request additional Sites or supported SD-WAN devices be added to the SD-WAN Service, or VMO2B may, from time to time make available to the Customer optional variants to the SD-WAN Service available to the Customer.

9.2. Upon request, VMO2B shall provide the Customer a quotation of the Additional Charges to such additional Sites, supported SD-WAN devices and optional variants, in accordance with clause 9.3 below.

9.3. Where a Site survey, technical assessment, or other investigation carried out by or on behalf of VMO2B identifies factors that materially affect the scope, design, complexity, or delivery of the SD-WAN Service, VMO2B may adjust the applicable Charges to reflect such findings.

9.4. VMO2B shall notify the Customer in writing of any proposed adjustments, and unless the Customer provides written notice rejecting such adjustments (with reasonable justification) within five (5) Working Days of receipt, the revised Charges shall be deemed accepted by the Customer. If the Customer does reject the adjusted Charges and the Parties cannot agree a resolution within ten (10) Working Days thereafter, VMO2B may, at its sole discretion, either:

a) cancel the affected Site(s), SD-WAN devices or service variations; or

b) terminate the SD-WAN Service without liability,

9.5. For the avoidance of doubt, any adjustment to the Charges in accordance with clause 9.4 shall not give rise to a right for the Customer to terminate the Agreement (or any part of it) under clause 14.4 of the General Conditions or otherwise.

9.6. The Charges do not include special delivery costs, or any levies and taxes payable in respect of the importation of the Services Equipment. Any such costs incurred by VMO2B shall be invoiced separately to the Customer.

9.7. Unless otherwise specified, all Charges are inclusive of travel, accommodation and subsistence expenses incurred by VMO2B Employees (including time spent travelling) incurred in the provision of the relevant SD-WAN Service.

9.8. VMO2B shall not be liable for any delay, cost, or impact to the SD-WAN Service arising from inaccurate information provided by the Customer, failure to agree Charges under clause 9.3, or the Customer's failure to support related Site assessments or access requirements.

10. SD-WAN SERVICE MANAGEMENT

10.1. Service Management for the SD-WAN Service shall be provided in respect of the in-scope Maintained Equipment and or Maintained Software in accordance with Appendix 2 of this Service Schedule from the Service Commencement Date.

10.2. In respect of the SD-WAN Service, VMO2B offers three (3) Tiers of Service Management:

(a) VMO2B Maintain

(b) VMO2B Monitor; (VMO2 Managed Underlay, Customer Managed Overlay) and

(c) VMO2B Manage. (VMO2 Managed Underlay, & Overlay)

10.3. Each Tier contains different Service Components. A summary of the Tiers, their associated Service Components and their Supported Hours are set out in Table 12 of Appendix 2. Detailed descriptions of each Service Component are set out in Appendix 3.

10.4. The Tier of Service Management for the in scope Maintained Equipment and or Maintained Software selected by the Customer is as set out in the Commercial Schedule.

10.5. In respect of the Monitor Service Management Tier, where the Customer retains management control of the SD-WAN overlay, the Customer:

(a) is provided read/write access to the SD-WAN Manager Portal.

(b) can perform Change & Configuration Management to the SD-WAN solution.

(c) acknowledges and agrees to provide VMO2B with continual administrative access to the SD-WAN Manager platform. This access is required to:

(i) enable ongoing monitoring of the SD-WAN underlay via API integrations with VMO2B's Operational Support Systems (OSS)

(ii) Enable VMO2B's personnel to perform underlay-related triage, diagnostics, and fault investigation

(d) shall not restrict or remove access to the SD-WAN Manager platform without prior written agreement from VMO2B. In the event of such restriction or removal without agreement, the Customer acknowledges that VMO2B may be unable to deliver service-level monitoring or support for underlay related issues and shall

not be held liable for any resulting service degradation or delay in resolution.

10.6. Where no Service Management Tier is specified in the Commercial Schedule in respect of any item of Maintained Equipment and or Maintained Software, then no Service Management or Service Levels shall be applicable to such Equipment and or Software.

10.7. Any Service Management provided outside of the Supported Hours shall be subject to Additional Charges.

10.8. Where the Customer has purchased an optional service, that service shall apply to the in-scope Maintained Equipment and Maintained Software. The optional services purchased will be shown as "Optional ✓" and those which have not been purchased will be shown as "Optional ×".

Service Levels

10.9. The Service Levels applicable to the SD-WAN Service are detailed in Appendix 1 of this Service Schedule.

10.10. Where the Customer has selected:

(a) a VMO2B Maintain Service Management Tier; or

(b) a VMO2B Monitor Service Management Tier where the Customer retains Management Control,

then only:

(c) Access Circuits; and

(d) Hardware Maintenance Service Levels,

as set out in paragraph 3 of Appendix 1 (Service Levels), shall apply.

10.11. Until completion of any agreed transition and/or transformation programme (if applicable), Service Management shall be delivered on a reasonable endeavour's basis only. VMO2B obligations and/or Service Levels relating to Service Management shall only become applicable following completion of such transition and/or transformation programme.

Adoption of an Existing Cisco Estate

10.12. Where the Customer requires VMO2B to assume responsibility for the maintenance, monitoring, or management of their existing SD-WAN estate, the terms outlined in paragraphs 10.13 to 10.16 (inclusive) shall apply.

Customer Equipment

10.13. If the Maintained Equipment and/or Maintained Software listed in the Commercial Schedule includes Customer Equipment (i.e., is not comprised solely of Service Equipment), and the Customer requires the SD-WAN Service in respect of such Customer Equipment, then paragraphs 10.13 to 10.16 (inclusive) shall apply.

10.14. VMO2B may carry out an audit of the in-scope existing Customer Equipment, before the Service Commencement Date. The Customer shall be required to give VMO2B full and safe access (both physical and remote) to the in-scope Customer Equipment, and the system it is part of, for the purpose of carrying out the audit.

10.15. If the audit reveals that any of the in-scope Customer Equipment, is not in a condition acceptable by VMO2B, VMO2B may:

(a) refuse to supply the SD-WAN Service in respect of thar Customer Equipment (and which case said equipment shall be excluded from the in-scope Maintained Equipment and or Maintained Software for the purpose of this Service Schedule); or

(b) offer to replace all or part of the Customer Equipment. In this case, the Customer shall pay the applicable Charges for the replacement equipment before the Service Commencement Date of the SD-WAN Service.

10.16. If the audit confirms that in-scope Customer Equipment is in a condition acceptable to VMO2B or if the Customer Equipment is replaced in accordance with sub-paragraph 10.15 above, then VMO2B shall provide the SD-WAN Service in respect of such equipment and such equipment shall be deemed in-scope Maintained Equipment and or Maintained Software for the purpose of this Service Schedule.

10.17. If, during the Minimum Term, the Customer requests that additional existing Customer Equipment be added to the in-scope Maintained Equipment and/or Maintained Software, then paragraphs 10.13 to 10.16 (inclusive) shall apply.

11 SD-WAN MANAGER PORTAL

11.1. In relation to the provision of Service Management for the SD-WAN Service the following additional terms will apply to "SD-WAN Manager Portal".

(a) VMO2B shall grant the Customer access to the SD-WAN Manager Portal;

(b) The Customer shall:

i. provide VMO2B with the registered static public IP address/range which VMO2B shall add to the Whitelist and from which its Users will access the SD-WAN Customer Portal;

ii. provide the corporate email addresses of those Users the Customer wishes to grant access to the SD-WAN Manager Portal; and

iii. promptly inform VMO2B in writing of any individuals for whom it wishes to remove access to the SD-WAN Manager Portal.

(c) VMO2B shall have no responsibility or liability for any unauthorised access to the SD-WAN Manager Portal.

(d) VMO2B may suspend the access to all or a part of the SD-WAN Manager Portal where it deems it necessary to protect the integrity of the SD-WAN Manager Portal or where it is not possible to continue to provide such access despite VMO2B using it reasonable endeavours to continue to do so. VMO2B will resume provision of the SD-WAN Manager Portal as soon as reasonably practicable.

(e) VMO2B expressly disclaims any liability for any claim or cost, howsoever arising, which results from the Customer's accessing of the SD-WAN Manager Portal and/or the use of any of the data contained therein.

(f) Subject to paragraph 11.1(e) of this Service Schedule VMO2B will provide the Customer or its nominated representative(s) with access to the SD-WAN Manager Portal. The SD- WAN Manager Portal provides visibility for monitoring and reporting that enables the Customer to access pre-defined dashboards showing various network, application and WAN performance metrics.

(g) A maximum of up to ten (10) nominated user accounts will be created by VMO2B to grant access to the SD-WAN Manager Portal. Subject to written agreement between the parties, further user accounts may be provided by VMO2B which may be subject to Additional Charges.

(h) Access to the SD-WAN Manager Portal is granted solely for the purpose of permitting the Customer to (self-serve) view, monitor and report on the SD-WAN network metrics.

(i) For security purposes access to the SD-WAN Manager Portal can only be accessed through the Customer's corporate Network and not directly via a residential internet connection.

(j) In the event of a conflict between the data contained within the SD-WAN Manager Portal and the data used by VMO2B to measure compliance with Service Levels, the data used by VMO2B will always take precedence.

12 PLANNED MAINTENANCE

12.1. Except in an emergency or in circumstances beyond VMO2B's control, VMO2B will endeavour to give the Customer at least 10 Working Days' notice of any maintenance or upgrade work on the Network which may affect the monitoring of the SD-WAN Service to the Customer's Site. Such notice will include:

(a) a brief description of the planned maintenance;

(b) the date and time of the planned maintenance window; and

(c) the estimated duration of the planned maintenance,

12.2. A notice under paragraph 12.1 will be given by way of letter, email or telephone call.

13 CUSTOMER OBLIGATIONS

13.1. The Customer acknowledges and agrees that VMO2B will order, provision, configure, and manage the SD-WAN hardware and software licences on the Customer's behalf using VMO2B's Cisco Smart Account. A dedicated Cisco Customer Virtual Account will be created under the VMO2B's Smart Account structure for the Customer, and access to this Cisco Customer Virtual Account will be granted the Customer. The Customer hereby authorises VMO2B to:

(a) Order and register hardware and software licences on the Customer's behalf;

(b) Provision, configure and activate the Customer's SD-WAN environment, including SD-WAN Manager instances;

(c) Operate and support the SD-WAN Service for duration of the Agreement; and

(d) Transfer all licences to the Customer upon termination or expiry of the SD-WAN Service, subject to Cisco's transfer policies, the terms of this Agreement, and the Customer having paid all fees and Charges in full due under the Agreement.

13.2. The Customer shall provide VMO2B with accurate details of its existing network equipment and WAN configuration and shall fully co-operate with VMO2B to define the interfaces between the SD-WAN Service and the Customer's IT environments and applications (including an appropriate IP addressing scheme) as required from time to time so as to enable VMO2B to provide the SD-WAN Service The Customer is solely responsible for ensuring the uniqueness of the IP address scheme. Where uniqueness cannot be achieved, VMO2B shall implement network address translation on the SD-WAN CPE in accordance with the Customer's instructions. VMO2B shall not be liable for any delays or issues in provisioning caused by incorrect or incomplete information provided by the Customer under this clause.

13.3. The Customer and its nominated representatives shall be solely responsible for providing complete, accurate, and timely low-level technical information required to support the execution of any standard Install, Move, Add, or Change (IMAC) activities. VMO2B shall not be liable for any service impact, delay, misconfiguration, or failure arising from incomplete, inaccurate, or omitted information provided by the Customer or its representatives.

13.4. The Customer shall provide VMO2B with administrative-level access to all Maintained Equipment and or Maintained Software and any associated infrastructure necessary for the provision of the SD-WAN Service.

13.5. The Customer shall ensure that any equipment it uses in connection with the SD-WAN Service, other than Maintained Equipment, is at the OEM's supported software revision levels and has sufficient spare capacity.

13.6. The Customer acknowledges that cellular services may be subject to interruptions, bandwidth fluctuations, and signal degradation, which are outside VMO2B's reasonable control, and VMO2B shall have no liability in respect of any performance degradation arising from such issues.

13.7. The Customer shall use reasonable endeavours to ensure that all patches on Maintained Equipment are at a currently supported level at the Service Commencement Date.

13.8. The Customer shall be responsible for all re-patching of end stations, servers, backbone uplinks and will ensure that all LAN interfaces are presented as RJ45.

13.9. Prior to raising an Incident with VMO2B, the Customer shall perform initial triage to confirm that the relevant Maintained Equipment and or Maintained Software is at fault and that the issue is isolated to the SD-WAN Service. Failure to do so may result in VMO2B charging the Customer at its standard professional services rates for time spent diagnosing issues ultimately found to be unrelated to the SD-WAN Service.

13.10. The Customer shall maintain up-to-date patch schedules for End Users in relation to any Switch ports and, upon request provide a copy of the same to VMO2B.

13.11. The Customer shall ensure that its existing cabling infrastructure is suitable for use (without upgrade or changes) in connection with the SD-WAN Service, including that all cabling is Category 5e or later, is terminated using RJ45 connectors and no individual Ethernet Fibre cable runs exceed 100 metres.

13.12. The Customer shall relocate server infrastructure as reasonably required to facilitate the delivery of the SD-WAN Service.

13.13. The Customer shall label all server ports appropriately and shall update such labelling to reflect any changes to its infrastructure.

13.14. The Customer shall ensure that at the Service Commencement Date of the SD-WAN Service:

(a) all Maintained Equipment and Maintained Software or which VMO2B is not responsible for installing and commissioning) is properly installed and functioning in accordance with their manufacturer's specifications and remains supported; and

(b) all telecommunications hardware and related software forming part of the Customer's IT infrastructure are functioning correctly and meet required specifications, along with the communication networks with which they interface;

13.15. The Customer shall, at its own expense:

(a) Provide and maintain the Customer's First Line Service Desk and shall:

i. Collaborate with VMO2B to develop and follow the Service Charter;

ii. ensure availability of an authorised representative to handle escalations during the hours of service;

iii. provide first line support, including incident triage and data capture, to assist VMO2B in fulfilling its obligations; and

iv. facilitate information exchanges with VMO2B for Service Management purposes;

(b) Ensure the co-operation and Site-specific knowledge transfer of its incumbent service provider (if applicable) and Customer's First Line Service Desk as reasonably required by VMO2B to assist with service migration to VMO2B;

(c) provide sufficient notice to VMO2B (which in any event shall be no less than seven (7) Working Days of:

i. the appointment by the Customer of any Third Party to provide the Customer's First Line Service Desk or any other service which may have an impact on the Services; or

ii. any changes that could affect the Services, including changes to the Customer's First Line Service Desk; any equipment, software (including Software) or system on the Customer's side of the Demarcation Point; or any other relevant part of the Customer's business that may impact on the provision of the Services except in emergencies where the Customer shall notify VMO2B as soon as reasonably practicable;

(d) procure that any Third Party appointed by the Customer to provide the Customer's First Line Service Desk or any other service that may impact on the provision of the Services shall provide such support, co-operation and information as VMO2B may reasonably require from time to time in connection with the provision of the Services and at all times adhere to the agreed Customer operational change management policies. The Customer shall be responsible for that Third Party's actions as if they were the actions of the Customer. This includes (without limitation) any delay, cost, or failure in the delivery or support of the Services resulting from a Third Party's non-performance;

(e) provide to VMO2B any documentation and information in its possession or available to it that is reasonably required to assist VMO2B to provide Service Management including, without limit:

i. types, models and serial numbers of the Maintained Equipment prior to the Service Commencement Date;

ii. software licence details, and current patch levels of any Maintained Software prior to the Service Commencement Date;

iii. technical details of and information regarding the Sites, the Customer's systems architecture, equipment and its operating requirements;

iv. information about any Incident; and

v. any information which VMO2B may require to reclaim a warranty from a Service Provider or Third Party;

(f) ensure that a nominated contact will be available to promptly provide such information and assistance as VMO2B may request from time to time in connection with the performance of the Service and/or the resolution of any Incident;

(g) provide to, or procure for, VMO2B all the necessary access controls and processes for access to all Sites, Maintained Equipment and Maintained Software and the Customer shall not disconnect or otherwise interfere with any connectivity which VMO2B uses for the purpose of remote monitoring or fixing Incidents;

(h) agree to VMO2B's mandatory maintenance windows for each Service (as applicable);

(i) co-operate with VMO2B with regards to any planned maintenance windows in a timely manner as VMO2B may require from time to time in connection with the provision of the Services. VMO2B reserves the right to verify compliance with this obligation, including through an audit conducted on reasonable notice;

(j) (With the exception of any data for Maintained Equipment for which VMO2B specifies it will retain back-up copies) be solely responsible for safeguarding its data by taking backup copies, maintaining a disaster recovery process and through any other means the Customer believes appropriate including, without limit, by utilising up to date anti-virus software;

(k) co-operate with VMO2B in diagnosing the reasons for any malfunction of the Maintained Equipment or Maintained Software;

(l) delete or where necessary destroy all copies of any Maintained Software which is no longer licensed to the Customer and provide to VMO2B upon request with written confirmation that such Maintained Software has been deleted or where necessary destroyed. If the Customer fails to delete or destroy the Maintained Software, VMO2B shall be entitled to invoice the Customer for any costs, expenses or charges it may incur whether from the licensor of such Maintained Software or otherwise;

(m) comply with all statutory requirements, regulations, recommendations or instructions relating to the use or testing of the Maintained Equipment or Maintained Software and shall obtain and pay for any licences, way leaves, suitable private wires, or any other items necessary of the operation of the Services;

(n) provide and maintain security policies (except for the security policies associated with the operation and/or use of the Services) and VMO2B shall not be liable for any security incident or vulnerability arising from deficiencies in such Customer-managed security policies or controls;

(o) be responsible for ensuring that a Service meets its current and future business needs and for interpreting or implementing any recommendations which are provided by VMO2B from time to time in connection with Service Management;

(p) will ensure that it has appropriate physical and information security policies, including data archiving, in place. Except to the extent VMO2B has specifically agreed to provide a back-up service as a part of the SD-WAN Service, the Customer is solely responsible for safeguarding its data by taking backup copies, maintaining a disaster recovery process and through any other means the Customer believes appropriate including maintaining up to date anti-virus software. VMO2B shall have no liability for any loss or corruption of Customer data unless such loss results directly from VMO2B's gross negligence or willful misconduct;

(q) be solely responsible for the prevention, detection, and remediation of any cybersecurity incident, malware infection, unauthorised access or other security vulnerability originating from the Customer's IT environment, equipment, systems, users or any Third Party acting on its behalf. VMO2B shall have no liability in respect of any such incident or its consequences, except to the extent such incident is directly caused by VMO2B's breach of its express obligations under this Agreement.

13.16. VMO2B shall not be responsible for any failure and/or delay in the performance of any of its obligations in the Agreement or the achievement of any Service Levels to the extent caused, in whole or part, by the acts or omissions of the Customer or a Third Party (including without limit, any failure to comply with this paragraph 7 or any of its obligations in the Agreement). Any such failure shall not constitute a breach by VMO2B or entitle the Customer to claim Service Credits.

14 EXCLUSIONS

14.1. The following activities are outside the scope of the SD-WAN Service:

(a) the provision of any Customer Equipment or Software, or the provision of Service Management in respect thereof, which is not expressly identified in the Commercial Schedule as forming part of the SD-WAN Service, shall be deemed out of scope and shall not be supported by VMO2B as part of the Service;

(b) the provision of additional in scope SD-WAN components that exceed the baseline design specification detailed in the Low-Level Design;

(c) the investigation, restoration or resolution of Incidents, including connection to or alteration of configurations of any equipment or passive cabling (copper or fibre), including Customer Equipment, on the Customer side of the Demarcation Point;

(d) the restoration or resolution of Incidents arising from the Customer's failure to perform its obligations or

comply with a Customer dependency under the Agreement;

(e) replacement of Maintained Equipment due to ordinary wear and tear is not included in the Service and may be subject to separate charges as per VMO2B's standard rates;

(f) the provision/allocation of IP addresses. The Customer may use IP addresses, provided they are unique within the Customer's virtual private network;

(g) the provision of uninterrupted power supply or any inter-cabinet cross connects;

(h) testing by VMO2B of any Customer IT service (including mail, databases and applications) following installation;

(i) the provision of specialist equipment (such as but not limited to ladders or a cherry picker) which is required to investigate and/or resolve an Incident at the relevant location on the Site or otherwise required to provide or receive the SD-WAN, Service;

(j) the provision, maintenance and application of any 3rd Party security policies across the SD-WAN; and

(k) any other services not described within the scope of this Service Schedule.

Appendix 1 Service Level Agreement

1. SUPPORT SERVICE DESCRIPTION

1.1 The VMO2B Service Desk shall only accept SD-WAN Service tickets relating to Incidents which are received from the Customer's First Line Service Desk.

1.2 The VMO2B Service Desk will use reasonable endeavours to resolve Incidents relating to the Service.

1.3 The Customer's First Line Service Desk can only report an Incident using the below details:

(a) ServiceNow Portal; Service Portal - Service Portal

(b) Email - help@o2managedservices.com; or

(c) Call - +44 8006523123.

2. INCIDENT MANAGEMENT SERVICE LEVELS

2.1. Where the Customer has selected either a VMO2B Monitor Service Management Tier (except where the Customer retains Management Control as set out in paragraph 10.2 or VMO2B Manage Service Management Tier, VMO2B will use its reasonable endeavours to:

(a) respond to and resolve Incidents relating to the SD-WAN Service in accordance the target Service Levels set out in Table 6 of this Appendix 1; or

(b) respond to and resolve Incidents arising from faults or defects in the Maintained Equipment. Where remote resolution is not possible, VMO2B shall dispatch an Engineer and/or replacement parts to the relevant Site to facilitate resolution of the Incident, in line with the service description and the target Service Levels defined in Table of this Appendix 1.

Table 6 Incident Response and Incident Resolution Service Level Targets

Priority	Definition	Response	Incident Resolution**	Update Frequency**	Update Frequency Period**
1	Customer's network/service is down causing critical impact to business operations if service is not restored quickly. Example of scale can be; single Critical Site or multiple noncritical Sites down. No workaround is available	30 Mins	4 Clock Hours	1 Hour	24*7
2	Customer's production network/service is severely degraded impacting significant aspects of business operations unavailability Example of scale can be: single noncritical Site down or degradation to single Critical Site. No workaround is available	1 Hour	8 Clock Hours	1 Hour	24*7
3	Customers' network/service performance is degraded. Network/service functionality is noticeably impaired, but most business operations continue Example of scale can be: Service unavailability affecting a single user or general minor impact for multiple users. No workaround is available	4 Hours	12 Business Hours	Provided through Ticket updates as information becomes available	**Business Hours

Priority	Definition	Response	Incident Resolution**	Update Frequency**	Update Frequency Period**
4	Individual User network/service performance is degraded. Network/service functionality is noticeably impaired, but most business operations continue. Scale can be: Minor problem which affects the usability of the service, and where a mutually agreed workaround is available which causes minor disruption to the Customer.	8 Hours	48 Business Hours	Provided through Ticket updates as information becomes available	**Business Hours

*A Critical Site can only be defined as Sites which have a suitable High Availability (HA) solution design to ensure resilience, to avoid the scenario of a single point of failure that's impacts the entire site availability of the SD-WAN service.

**Subject to the availability of the Controller as set out in paragraph 3.1 of this Appendix 1.

For the avoidance of doubt, in the case of paragraph 2 above the Hardware Maintenance Service Level Targets shall apply in place of the Service Levels in Table 6 above

The following principles shall apply to the management of Incidents relating to the Managed SD-WAN Service:

- the Customer "Update Frequency" will remain priority led as detailed in Table 6;
- electronic communication with the Customer will follow agreed Watch Lists, where Watch List means an agreed email circulation list for Incident updates by priority; i.e. updates for a Priority 1 Incident may include a customer IT Director whereas for Priority 3 Incidents it may only be the Customer's First Line Service Desk; and
- Subject to the exceptions stated in Annex A, VMO2B will use its reasonable endeavours to resolve Incidents relating to Access Connections which affect a Site in accordance the target Service Levels set out in the Table 6A below

Table 6A - Access Connection Incident Fix Service Level Target

Priority	Fix Target
1	Dependant on Access technology Ethernet 5 Hours – 24*7 incl Bank/Public Holidays FTTP/SOADSL/SOGEA/HFC options • Premium = 7 hours 24*7 incl Bank Holidays/Public Holidays; or • Enhanced = 20 Hours - supported 08:00 -18:00 Mon – Sun including Bank Holidays • Standard = 40 hours – supported 08:00 – 18:00 Mon-Sat (excluding, Public and Bank Holidays)
2	Dependant on Access technology • 12 hours for all access types except DSL/FTTC on Enhanced or Standard FTTP/SOADSL/SOGEA/HFC options • Enhanced = 20 Hours supported 08:00-18:00 Mon – Sun inc Public/Bank Holidays • Standard = 40 hours – supported 08:00 – 18:00 Mon-Sat (excluding, Public and Bank Holidays
3	Dependant on Access technology • All Access Connections Standard = 3 Working Days
4	Dependant on Access technology • All Access Connections Standard = 5 Working Days
Notes:	

3. CONTROLLER AVAILABILITY SERVICE LEVEL TARGETS

3.1. Where the Customer has selected either a VMO2B Monitor Service Management Tier (except where the Customer retains management control as set out in paragraph 10.2b or VMO2B Manage Service Management Tier, VMO2B will use its reasonable endeavours to restore the controllers relating to the SD-WAN Service in accordance the Controller Availability Service level targets set out in Table 7 of this Appendix 1.

3.2. The Controller's Availability is measured through the VMO2B ITSM, based on the total ticket downtime time measured over the calendar month for the deployed controller architecture scenarios listed in Table 7 of this Appendix 1.

$$Service\ Availability = 100 * \frac{Minutes\ in\ month - \sum_{k=0}^{n} Unavailability_time}{Minutes\ in\ month}$$

Table 7 Controller Availability Service Level Targets

Controller Solutions	Architecture Scenario's	Availability Target
SD-WAN Controllers	Cisco Cloud Hosted Service	99.99%

4. SITE SERVICE AVAILABILITY

4.1. The Site Service Level target for Service Availability at each Site depends on the location and the particular conditions/Solution at each Site. The Service Level for each type of site topology is set out in Table 7A and are based on the VMO2B Managed Tier Service with VMO2B provided Access Connections within the UK.

[Only the site types selected by the Customer will apply. Mobile Connect is only available where the Customer is connecting via O2 Gateway.]

Table 7A - Target Site Service Availability (CPE + Access Connections)

Site Topology			Site
Access Type	CPE	Access	Service Availability Target
FTTP, SOGEA, SOADSL & HFC	1	1	99.80%
Ethernet (fibre)	1	1	99.90%
Any combination of FTTP, SOGEA, SOADSL or HFC	1	2	99.90%
Any combination of FTTP, SOGEA, SOADSL or HFC with mobile connect backup	1	2	99.90%
Any combination of Ethernet (fibre) + Ethernet (fibre), FTTP, SOGEA, SOADSL or HFC	1	2	99.95%
Any combination of Ethernet (fibre) + Ethernet (fibre), FTTP, SOGEA, SOADSL or HFC	2	2	99.99%
Dual Ethernet (fibre) + Ethernet (fibre), - Assured Separation	2	2	99.999%
Dual Ethernet (Fibre) Secure Plus with 3G/4G Mobile Connect Back-Up	2	3	99.999%
Quad Ethernet (Fibre) - Assured Separation	2	4	100.00%
vCPE in Cloud MSP	N/A	N/A	N/A

5. NETWORK PERFORMANCE SERVICE LEVEL TARGETS

5.1. The performance of each private SD-WAN Tunnel is measured on a monthly basis by reference to average RTD, average Packet Loss and average Jitter depending on the Class of Service applicable to the relevant SD-WAN Tunnel, starting in the [first][second][third][fourth] full calendar month after the Service Commencement Date for a Site as set out in Table 8.

5.2. The Service Level targets set out in Table 8 apply only where the SD-WAN Tunnel originates and terminates over VMO2B provided MPLS circuit(s) with Fibre Ethernet Access Connections.

5.3. Subject to paragraph 3.2, VMO2B will use its reasonable endeavours to ensure that the applicable Service Level Target for average RTD, Packet Loss and Jitter are achieved as set out in Table 8.

Table 8- Service Level Target for average RTD, Packet Loss and Jitter

			Service Credit		
Packet Loss (%)			Deviation	% of monthly recurring Charge ("MRC")	Maximum % of MRC
Class of Service – Fibre Ethernet	EF	0.30%	Every 1% over target	1%	4%
	AF (1 to 4)	0.70%			
	DE	1.00%			

Service Credit					
Jitter (ms)			Deviation	% of monthly recurring Charge ("MRC")	Maximum % of MRC
Class of Service – Fibre Ethernet	-	EF	10ms	N/A – Service Level only	

Service Credit

RTD (ms)			Service Credit		
			Deviation	% of monthly recurring Charge ("MRC")	Maximum % of MRC
Class of Service - Fibre Ethernet	EF	<45ms	5 ms	1%	4%
	AF (1 to 4)	<65ms			
	DE	<75ms			

5.4. For the purpose of calculating RTD, Packet Loss and Jitter:

(a) the assumptions and exclusions set out in paragraph 10 of this Appendix 1 apply; and

(b) the Service Levels in table above shall not apply if the Customer is using more than 75% of its contracted bandwidth for the applicable Fibre Ethernet or Wireless Ethernet Access Connection.

5.5. If VMO2B fail to achieve the RTD, Packet Loss or Jitter Service Level Target VMO2B will pay to the Customer a service credit by way of fixed compensation equal to a percentage of the monthly recurring Charge specified as set out in the Table 10 and in accordance with paragraph 6 of this Appendix 1.

5.6. VMO2B will use its reasonable endeavours to provide an Engineer and/or parts for the applicable Maintained Equipment at the relevant Site in accordance with the service description and target Service Levels set out in Table 9 below. Details of the chosen Equipment Maintenance SLA (SLA Name) will be set out in the Commercial Schedule:

Table 9 Hardware Maintenance Service Level Targets

SLA Type	SLA Name	Service Description	Supported Hours	Fix Time
4 Hour Service Levels				
Equipment Maintenance	4 Hr F NBH	Engineer & Parts Fix	08:00 to 18:00 Working Days	4 Hours
Equipment Maintenance	4 Hr F 24x7	Engineer & Parts Fix	24 x 7 x 365	4 Hours
Equipment Maintenance	4 Hr EP NBH	Engineer & Parts Response	08:00 to 18:00 Working Days	N/A
Equipment Maintenance	4 Hr EP 24x7	Engineer & Parts Response	24 x 7 x 365	N/A
6 Hour Service Levels				
Equipment Maintenance	6 Hr F NBH	Engineer & Parts Fix	08:00 to 18:00 Working Days	6 Hours
Equipment Maintenance	6 Hr F 24x7	Engineer & Parts Fix	24 x 7 x 365	6 Hours
Next Business Day Service Levels				
Equipment Maintenance	NBD EP NBH	Engineer & Parts Response	08:00 to 18:00 Working Days	N/A

5.7. The following principles shall also apply to the management of Incidents relating to the SD-WAN Service:

(a) the Service Levels in Table 9 (Hardware Maintenance Service Level Targets) shall take priority over the Service Levels in Table 6 (Incident Response and Incident Resolution Service Level Targets) where the circumstances in paragraph 2.1(b) arise. Accordingly, VMO2B shall be deemed to have achieved any applicable Incident Resolution Service Level target when the following occurs:

i. where the Customer has selected an "Engineer & Parts Response" SLA, when the Engineer and parts arrive at the Site within the relevant timeframe;

ii. where the Customer has selected an “Engineer & Parts Fix” SLA, when the Incident has been resolved on Site within the relevant timeframe; and

iii. where the Customer has selected a “Parts Only” SLA, when the parts arrive at the Site within the relevant timeframe

6. INCIDENT MANAGEMENT SERVICE CREDITS

6.1. Subject to paragraph 2 above, if VMO2B fail to achieve the Incident Resolution Service Level targets at a Site, VMO2B will pay to the Customer a service credit by way of fixed compensation in accordance with Table 10.

Table 10 Incident Resolution Service Credits

ID	Service Level Name	Minimum Performance Target	Measurement	Deviation	Service Credit
1	Incident Resolution - P1	Average time taken to resolve P1 Incident in each month	Monthly	0-2 hours higher than Service Level	1%
				2-4 hours higher than Service Level	2%
				4-6 hours higher than Service Level	3%
				6-8 hours higher than Service Level	4%
				More than 8 hours beyond Service Level	5%
2	Incident Resolution - P2	Average time taken to resolve P2 Incident in each month	Monthly	0-2 hours higher than Service Level	0.5%
				2-4 hours higher than Service Level	1%
				4-6 hours higher than Service Level	1.5%
				6-8 hours higher than Service Level	2%
				More than 8 hours beyond Service Level	2.5%

6.2. The service credit payable will be calculated against the monthly recurring Charges for the affected Site under the SD-WAN Service where the Priority 1 or Priority 2 Incident occurred during the relevant month and paid in accordance with paragraph 11.1 of this Appendix 1.

6.3. The maximum service credit payable in accordance with paragraph 6.2 above will be 15% of the monthly recurring Charges for the SD-WAN Service for the affected in scope appliance during the affected month.

7. CHANGE MANAGEMENT SERVICE LEVELS

Change Management Service Level Targets

7.1. VMO2B will use its reasonable endeavours to perform changes relating to the SD-WAN Service in accordance the target Service Levels set out in Table 11. of this Appendix 1.

Table 11 Changes Service Level Targets

Type of Change	Description	Service Target
Standard/IMAC’s	Low-risk, pre-approved.	48 clock Hrs
	Performed frequently.	
	Follows a known, documented procedure.	
Normal	Non-trivial changes to services, processes & infrastructure.	5 working days
Major	Complex re-design or introduction of new capability.	Subject to full impact assessment and due diligence
Emergency	Linked to a live Incident.	As early as possible

Type of Change	Description	Service Target
	Resolve a major issue.	
	Implement a security patch.	

8. SITE PROVISIONING.

[NOTE: SITE PROVISIONING SLA'S ARE NOT OFFERED AS STANDARD. THIS PARAGRAPH SHOULD THEREFORE BE DELETED UNLESS IT HAS BEEN EXPRESSLY AGREED WITH A CUSTOMER (AND APPROVED BY COMMERCIAL FINANCE) THAT SUCH SLAS WILL APPLY.]

8.1. VMO2B will advise the Customer of the date on which the SD-WAN Service will be fully provisioned and go-live at each Site ("Estimated Delivery Date" or "EDD"). VMO2B will use all reasonable endeavours to complete the provisioning of the SD-WAN Service by the Estimated Delivery Date and will promptly advise the Customer where it is informed that this date will not be achieved.

8.2. If VMO2B fails to provision the SD-WAN Service by the Estimated Delivery Date VMO2B will pay to the Customer a service credit by way of fixed compensation equal to one (1) day's monthly recurring Charges for that Site for each Working Day following the Estimated Delivery Date until the SD-WAN Service has been provisioned at that Site (subject to paragraph 8.3 below).

8.3. Service credits payable in accordance with paragraph 8.2 above are subject to a maximum of 10 days for the delay in provisioning of the SD-WAN Service per applicable Site.

9. SERVICE LEVELS

9.1. VMO2B will provide the SD-WAN Service in accordance with the relevant Service Levels, from the applicable Service Commencement Date.

9.2. In the event that a fixed level of compensation is provided for in relation to a failure to meet a Service Level, such fixed level of compensation will be the sole and exclusive remedy available to the Customer and VMO2B's sole liability for any failure to meet such Service Level. Where there is no compensation entitlement specified for a failure to meet the Service Level and subject to clauses 18.3 and 18.5 of the General Conditions, VMO2B has no contractual liability for any failure to meet such Service Levels.

9.3. Unless otherwise stated in the relevant Service Schedule or agreed in writing between the parties and notwithstanding clause 18.3 of the General Conditions, VMO2B's total aggregate liability in respect of compensation for failure to meet Service Levels shall be limited, in each calendar year, to 10% of the Charges that are paid or payable by the Customer under the relevant Service Schedule in the applicable calendar year.

9.4. The Customer acknowledges that only those performance measures produced by or on behalf of VMO2B will be used for assessing VMO2B's performance against the Service Levels.

9.5. Where VMO2B requests any information from the Customer, a User or a relevant Third Party associated with the Customer or User, the number of whole or part hours taken for the relevant Customer, User or Third Party to provide such information to VMO2B will be added to the timescales relating to the Service Levels.

10. ASSUMPTIONS AND EXCLUSIONS FOR SERVICE LEVELS

10.1. The Service Levels only apply from the beginning of the first full month following the Service Commencement Date and only to Sites which are located within the Territory.

10.2. VMO2B shall not be responsible for any failure to achieve any of the above Service Levels (and the Customer shall not be entitled to any associated fixed compensation which may be specified in this Service Schedule) if the failure was caused directly or indirectly, in whole or part, by any of the following:

(a) the Customer's improper use of the SD-WAN Service, any unforeseen application of laws, regulations or customs dispositions that affected the SD-WAN Service;

(b) any cause out of the reasonable control of VMO2B;

(c) any cause due to the Customer or a User's action or omission other than as required to comply with the Agreement;

(d) incorrect configuration of the Maintained Equipment as a result of compliance with the Customer's instructions;

(e) any Equipment that is not being managed by VMO2B;

(f) any issue or incident on the Customer's side of the Demarcation Point which affects the performance and/or functionality of the SD-WAN Service;

(g) any Site related problems which are not caused by a fault in the SD-WAN Service (for example power interruption on the Site);

(h) the failure by VMO2B is due to the Customer's own network or Customer Equipment or any other network (including the Internet) or equipment outside the SD-WAN Service;

(i) the Customer is in breach of any part of the Agreement that affects VMO2B's ability to comply with the Service Level; the failure is because reasonable assistance is required by VMO2B from the Customer, a User or a relevant Third Party associated with the Customer or User and such assistance is not provided within the required timescale, or if no timescale is specified, such assistance is not provided promptly;

(j) through no fault of its own, VMO2B is unable or is waiting to obtain any necessary parts, permissions or consents required in connection with the performance of a particular Service Level;

(k) the failure is due to a matter outside of VMO2B's reasonable control, including where a fault is caused by the Customer or a Third Party;

(l) the failure is due to an inaccurate order being submitted by the Customer where such inaccuracy materially contributes to the failure by VMO2B; or

(m) the failure is due to a change in the Customer's requirements other than agreed pursuant to clause 12 of the General Conditions.

10.3. For the calculation of 'elapsed time' based Service Levels, the clock stops where:

(a) there is a service interruption request or cancellation by the Customer;

(b) the Customer fails to provide any data requested by VMO2B;

(c) there is any planned maintenance of the SD-WAN Service notified to the Customer;

(d) the Customer fails to respond to contact from VMO2B and, as a result, it has not been possible to schedule an appointment to carry out service-related activities at the Site, or these activities cannot be carried out when programmed;

(e) specialist equipment (such as, but not limited to, ladders or a cherry picker) is required to investigate and/or resolve the Incident and it is not available for use by VMO2B at the relevant location on the Site;

(f) Site access is unavailable or otherwise denied when requested;

(g) VMO2B is required to contact an OEM 3rd line support function, and the OEM concurs that escalation to them was appropriate and justified. Should the OEM not concur, the clock will not be paused and the duration of any such consultation with the OEM will be included in measuring VMO2B's performance against the applicable Service Level. VMO2B will use all reasonable endeavours to provide a workaround or alternative solution to restore the Services in whole or in part during any time the clock is paused pursuant to this paragraph;

(h) VMO2B has requested and is waiting for additional information from the Customer;

(i) an Incident is on hold on agreement with the Customer; or

(j) VMO2B has agreed a planned maintenance window with the Customer (whether in the Service Charter or otherwise) and VMO2B is undertaking planned maintenance during such maintenance window.

10.4. The clock will remain stopped until the reason which gave rise to the stoppage has disappeared; if the stop lasts more than one (1) month, it shall be treated as if the SD-WAN Service has been terminated for convenience and, save where paragraph 9.3 applies, the Customer shall pay any Termination Fees and/or other Charges due and payable to VMO2B in accordance with the Agreement.

11. SERVICE CREDIT PAYMENTS

11.1. VMO2B shall pay all service credits to which the Customer is entitled pursuant to this Service Schedule retrospectively in accordance with this paragraph 11.1. The Customer must claim any service credits which it reasonably considers it is entitled to in writing within [30 days] of the end of the period over which the service credit in question is calculated. VMO2B shall investigate the claim and if it determines that a service credit is due, VMO2B shall pay such service credit either as a deduction from the amount due from the Customer to VMO2B in the next invoice then due to be issued under the Agreement, or VMO2B shall issue a credit note against a previous invoice and the amount for the service credits shall be repayable by VMO2B as a debt within [30] Working Days of issue of the credit note.

Appendix 2 SERVICE MANAGEMENT

1. SERVICE MANAGEMENT FOR SD-WAN SERVICE

1.1. Service Management shall commence, in respect of each Service or applicable part of the Service, on the Service Commencement Date.

1.2. This Appendix 2 is for the SD-WAN Service only. Where the Customer purchases additional services then the Service Management Service Schedule shall apply to those additional services..

2. SERVICE MANAGEMENT – TIER SUMMARIES

2.1. In respect of the SD-WAN Service, VMO2B offers three (3) Tiers of Service Management:

(a) VMO2B Maintain;

(b) VMO2B Monitor; and

(c) VMO2B Manage.

2.2. Each Tier contains different Service Components as set out in Table 12 below and detailed descriptions of each Service Component are set out in Appendix 3.

Table 12 Tiers and Service Components

Ref	Service Components	Supported Hours	Maintain	Monitor	Manage
SC1	Business to Business Service Desk & ITSM Portal (Optional ITSM integration - Billable)	24 x 7 x 365	✓	✓	✓
SC2	Incident Management	24 x 7 x 365	✓	✓	✓
SC3	Asset Management	Mon-Fri 08:00 > 18.00 (excluding bank holidays)	✓	✓	✓
SC4	Field Maintenance (Device Swap out / Restore)	24 x 7 x 365	✓	✓	✓
SC5	Pro-Active Monitoring & Event Management	24 x 7 x 365	×	✓	✓
SC6	Availability Management	24 x 7 x 365	×	✓	✓
SC7	Service Continuity Management	24 x 7 x 365	×	✓	✓
SC8	Problem Management	Mon-Fri 08:00 > 18.00 (excluding bank holidays)	×	✓	✓
SC9	Release Management (incl Critical and vulnerability patching)	Mon-Fri 08:00 > 18.00 (excluding bank holidays)	×	✓	✓
SC10	Capacity & Performance Management	Mon-Fri 08:00 > 18.00 (excluding bank holidays)	×	×	✓
SC11	Configuration Management	Mon-Fri 08:00 > 18.00 (excluding bank holidays)	×	*Optional	✓
SC12	Life Cycle Management EOS/EOL (HW/SW)	Mon-Fri 08:00 > 18.00 (excluding bank holidays)	×	×	✓
SC13	Change Management	Mon-Fri 08:00 > 18.00 (excluding bank holidays)	×	Optional	✓

Ref	Service Components	Supported Hours	Maintain	Monitor	Manage
SC14	Service Management	Mon-Fri 08:00 > 18.00 (excluding bank holidays)	×	Optional	Optional
SC15	Service Level Management Reporting (available with CSM)	Mon-Fri 08:00 > 18.00 (excluding bank holidays)	×	Optional	Optional
SC16	Performance & Event Analysis with observations & Recommendations PS/TDA	Mon-Fri 08:00 > 18.00 (excluding bank holidays)	×	Optional	Optional
SC17	Optimisation Management - PS/TDA	Mon-Fri 08:00 > 18.00 (excluding bank holidays)	×	Optional	Optional

2.3. *Change Management is optional and billable for customers that select the monitored service tier where the Customer retains management control

2.4. Any Customer request for the provision of Service Management outside of the Supported Hours will incur Additional Charges.

APPENDIX 3 – SERVICE COMPONENT DESCRIPTIONS

1. BUSINESS TO BUSINESS SERVICE DESK & ITSM PORTAL (SC1)

1.1. VMO2B will provide a service desk allowing the Customer's First Line Service Desk to report Incidents to VMO2B.

1.2. VMO2B Service Desk shall only accept calls relating to Incidents which are received from the Customer's First Line Service Desk.

1.3. Under the guidance of the Customer VMO2B will establish a working relationship with the Customer's First Line Service Desk including but not limited to:

(a) jointly creating, agreeing and working to the Service Charter; and

(b) where the Customer's First Line Service Desk is provided by a Third Party, acting to resolve any issues of inter-working with such Third Party before escalating to the Customer.

1.4. The Customer shall procure that Users do not call the VMO2B Service Desk directly. On the occurrence of such event VMO2B shall refer any Users to the Customer's First Line Service Desk.

1.5. VMO2B will provide the Customer or its nominated representative(s) with access to the ITSM Portal to enable the Customer to:

(a) log Incidents and review its status on VMO2B's Service Management system; and

(b) submit agreed Change Requests relating to the Services.

1.6. Use of the ITSM Portal will be subject to the Customer accepting the associated terms of use.

1.7. The ITSM Portal shall provide the Customer or its nominated representatives with access to an ITSM Portal, to view the tickets and status of the SD-WAN Service, log incidents and place change/service requests.

2. INCIDENT MANAGEMENT (SC2)

Call receipt/Incident logging

2.1. All Incidents, service requests or Change Requests can be reported by telephone to the VMO2B Service Desk or via the ITSM Portal.

2.2. To enable VMO2B to comply with its Service Level obligations all P1 and P2 Incidents must be reported by telephone to the VMO2B Service Desk. Email should only be used to supply VMO2B with supplementary information when requested and must not be used to log P1 and P2 Incidents or non-pre-approved service requests or Change Requests.

2.3. When an Incident is reported to VMO2B by the Customer via the telephone or proactively logged by VMO2B, details of the Incident will be recorded by VMO2B on its service management ITSM system by the designated service desk analyst and a unique Incident reference number allocated. This reference will be made available to the Customer's First Line Service Desk and quoted in any subsequent communications regarding the Incident.

2.4. When raising an Incident with the VMO2B Service Desk, the Customer's First Line Service Desk will provide a minimum standard data set as specified in the Service Charter.

2.5. Where applicable, VMO2B shall provide the following information to the Customer's First Line Service Desk when VMO2B pro-actively logs a new Incident:

(a) Incident reference number;

(b) description of Incident;

(c) likely symptoms of any individual Incidents;

(d) priority assigned to the Incident;

(e) details of any investigative action taken;

(f) details of any linked Incidents; and

(g) details of any workaround that has been identified.

Incident Management

2.6. In addition to its Service Level obligations provided in Appendix 1, VMO2B will use its reasonable endeavours to restore normal service operation promptly to minimise the impact on the Customer's business operations.

2.7. Where possible VMO2B will always seek to resolve Incidents using remote access to minimise outages or component failure recovery. Where the Maintained Equipment or Maintained Software has a remote diagnostic facility, an Engineer will access the Maintained Equipment/Maintained Software to either clear the Incident or provide supporting information for the allocated Engineer to attend the Site.

2.8. At the time the Incident is logged VMO2B will classify the priority of each Incident in accordance with the priority definitions in the SD-WAN Service Schedule (having regard to its impact and urgency). If for any reason there is a disagreement between the Customer's First Line Service Desk and the VMO2B Service Desk regarding the priority of an Incident, then VMO2B's assessment of the priority will be accepted. The Customer may at any time ask for a review of the assigned priority level in accordance with the escalation process set out in the Service Charter. An Incident will be closed on VMO2B's service management system (with the correct closure category set and appropriate closure details included) when confirmation of resolution has been received from the Customer's First Line Service Desk or, in the absence of such confirmation, 3 days after VMO2B notifies the Customer's First Line Service Desk of its resolution.

2.9. During the lifecycle of an Incident, the VMO2B Service Desk will monitor the status and progress of the Incident against agreed Service Levels and escalate to the appropriate resolving group and Customer's First Line Service Desk as described in the Service Charter.

2.10. Where a Major Incident occurs, VMO2B shall appoint a representative of VMO2B (the "Major Incident Manager") to co-ordinate and liaise with the Customer representatives and manage the response and resolution of the Major Incident, however the Customer retains the ownership of the Customer's major incident process and communication methods within the Customer's environment.

2.11. The tracking and requesting of progress updates in line with the agreed frequency (depending on Incident priority) will be managed by the VMO2B Service Desk and reported to the Customer's First Line Service Desk as described in the Service Charter. The Customer's First Line Service Desk will be responsible for informing any Users about Incident progress.

2.12. Service will be restored by VMO2B (or by Customer's First Line Service Desk at point of initial User contact) using workarounds if necessary to minimise disruption to the Customer's business, with due consideration being given to the potential disruption of additional visits/work at the Site.

2.13. Where an Incident is not being resolved due to disagreement where ownership of the resolution resides or where multiple Third-Party service providers require co-ordination, VMO2B agrees to attend conference calls as required by the Customer's First Line Service Desk

Standard Incident Priority, Incident Logged, On Hold, and Resolved/Closed Restoration Targets

2.14. Incident Service Levels shall be measured from the moment a unique Incident reference number is provided to the Customer's First Line Service Desk (whether the Incident is logged by the Customer's First Line Service Desk or proactively logged by VMO2B) until the moment VMO2B deems it is resolved in its sole discretion (notwithstanding whether or not the Incident has been formally closed in VMO2B's service management system). For example, where an Incident is resolved remotely, then VMO2B will consider the Incident resolved when the remote diagnosis results in a clearance or successful workaround.

Incident Escalation

2.15. VMO2B and the Customer will ensure operational and peer to peer management escalation tables are defined in the Service Charter prior to commencement of a Service and maintained during in-life service by VMO2B.

2.16. During an Incident, the Customer's First Line Service Desk or the VMO2B Service Desk can invoke escalation processes in the event of Service Level breach.

3. ASSET MANAGEMENT (SC3)

3.1. VMO2B will:

(a) maintain an inventory of all in-scope Maintained Equipment and Maintained Software within VMO2B's Configuration Management Data Base (CMDB). VMO2B will maintain the CMDB based on changes which it is aware of for the delivery of the Services and will agree all the configuration data of deployed assets discovered during due diligence prior to uploading it to the CMDB;

(b) provide the CMDB data to the Customer, when requested (using the agreed method and format and with the agreed frequency) for loading and maintaining in the Customer's own systems;

(c) record appropriate system configurations and other CI's within the CMDB;

(d) undertake asset registration/deletion for new, replacement or removed assets; and

(e) store all relevant Service information in the CMDB (including but not limited to all information required to manage Incidents, problem and change processes and to provide asset and configuration management).

3.2. VMO2B shall only update the CMDB with details of known legitimate 'transactions' such as:

(a) RFCs (request for change tickets) (including assets deployed or removed due to commissioning/de-commissioning of Sites);

(b) purchases;

(c) audits;

(d) discovery tools;

(e) scheduled configuration updates; and

(f) asset changes due to an Incident.

3.3. As part of the Reporting Pack VMO2B will provide an overview of the assets relating to the in scope Maintained Equipment and Maintained Software and illustrate the status of devices/connectivity being added to, or removed from, the Service.

4. FIELD MAINTENANCE (SC4)

VMO2B Maintenance Services

4.1. The Customer is responsible for the provision of first level support directly to Users. VMO2B will provide second level support and third level support for the Maintained Equipment and Maintained Software comprising of the equipment maintenance services and software maintenance services described in 4.4 below in connection with the Maintained Equipment and Maintained Software (the "VMO2B Maintenance Services"). Details of the Service Levels which apply to the VMO2B Maintenance Services together with any additional and specific terms which apply to the performance of the VMO2B Maintenance Services are set out in Table 9 of Appendix 1 of this Service Schedule.

4.2. The Customer must comply with its obligations under paragraph 2 ("Incident Management) when reporting any Incidents relating to the Maintained Equipment or Maintained Software

Table 13 VMO2B Maintenance Services

Maintenance Element	Description
Curative Maintenance	VMO2B shall following receipt of a request from the Customer's First Line Service Desk: a) inspect, test and diagnose (by attendance on Site or remotely) any reported Incident relating to an item of Maintained Equipment and carry out such repairs, replacement of parts or adjustment to such Maintained Equipment as VMO2B considers necessary to remedy the Incident; and b) diagnose and correct Incidents relating to Maintained Software whether by a patch or workaround, remotely via the Internet or via modem access or through the OEM or other support partner notified by VMO2B to the Customer as VMO2B considers most appropriate.

Maintenance Element	Description
Replacement Parts for Maintained Equipment	a) VMO2B shall supply replacement parts or full units (which may, at VMO2B's option, be new, second-hand or reconditioned) for any Maintained Equipment as VMO2B, in its sole discretion, deems necessary from time to time. Replacement parts will be of equivalent functionality but may not be identical to the part replaced. . b) Any parts that have been replaced by VMO2B shall become the property of VMO2B and the Customer warrants that VMO2B will have free and unencumbered title to the replaced parts and (where the Maintained Equipment is leased or charged) the Customer warrants that it has obtained all necessary consents to part with the possession of, and give good title to, the replaced parts.
Loans of Maintained Equipment	Where applicable VMO2B shall provide a loan unit to provide a temporary remedy with the loan unit functioning in place of the original Maintained Equipment, whilst the original equipment is being repaired. Loan units shall be of an equivalent standard to the original Maintained Equipment.
Routine Maintenance of Maintained Equipment	VMO2B may, at its sole discretion, carry out routine inspection or testing (or both) of the Maintained Equipment whether remotely, or by visiting the Site as appropriate. Any material faults revealed by inspection or testing will (save where it is End of Life Equipment or Beyond Physical or Economical Repair Equipment) be corrected by repair or, at VMO2B 's option, by replacement in whole or part. Expended consumable items will be replaced and a Charge made for the new items.
End of Life Maintained Equipment or Maintained Software	Where the OEM of an item of Maintained Equipment or Maintained Software has withdrawn the provision of support and maintenance services, the following shall apply: a) VMO2B will suggest alternatives to the Customer for the replacement of the Maintained Equipment or Maintained Software with a suitable alternative. This may incur additional Charges, and will be offered without any assurance as to the continued compatibility with the Customer's existing equipment, software or services, other than with other Maintained Equipment for its OEM designated purpose; b) VMO2B will exercise reasonable endeavours to continue the provision of the Service to the Site in line with the target Service Levels however service credits or other compensation will not be applicable if any Service Level is not met as a result of, or in connection with, a failure of the Maintained Equipment or Maintained Software; or c) VMO2B may agree to provide VMO2B Maintenance Services for the relevant Maintained Equipment or Maintained Software on a time and material basis in accordance with VMO2B 's then current rates. VMO2B will exercise reasonable endeavours to provide the VMO2B Maintenance Services in accordance with any target Service Levels however service credits or other compensation will not be applicable if any Service Level is not met.
Beyond Physical or Economic Repair Maintained Equipment	VMO2B may, on thirty (30) days' written notice and without liability to the Customer, cease to provide the VMO2B Maintenance Services in respect of an item of Maintained Equipment if the maintenance would be: a) impossible due to the unavailability of spare parts; b) uneconomic due to the extent of damage to the Maintained Equipment; or c) commercially unfeasible because the damage has been caused by excessive wear and tear and/or the Customer's failure to comply with the OEM's instructions or Environmental and Usage Assumptions. Where VMO2B ceases to provide the VMO2B Maintenance Services in respect of an item of Maintained Equipment for one of the reasons stated above: a) the Charges in relation to the equipment maintenance services for that Maintained Equipment shall also cease unless it is possible to refurbish the relevant Maintained Equipment and VMO2B and the Customer agree, within the notice period, that the Maintained Equipment may be refurbished at the Customer's expense; or b) VMO2B may agree to provide VMO2B Maintenance Services for the relevant Maintained Equipment on a time and materials basis in accordance with VMO2B 's then current rates; and following the thirty (30) day notice period, or during any refurbishment of the relevant Maintained Equipment and until such Maintained Equipment is brought back into proper, maintainable working order (if possible), the Service Levels relating to the relevant Maintained Equipment will be suspended.

General Principles and Exclusions

4.3. Where Maintained Equipment or Maintained Software is unsupported by the OEM (for example, but not limited to end of life, OEM discontinued or an unsupported software release), Service Levels will not apply to such Maintained Equipment or Maintained Software, in which case the support methodology will be agreed with the Customer and may be subject to a variation to the Charges.

4.4. Unless explicitly agreed otherwise with VMO2B in writing, the VMO2B Maintenance Services do not include:

(a) the investigation, restoration or resolution of reported Incidents:

(i) caused by anything other than the Service;

(ii) which have occurred as a result of the Customer not meeting its obligations under the Agreement;

(iii) which have occurred as a result of subsequent installation or configuration work on the Maintained Equipment or Maintained Software performed by any person other than VMO2B or its authorised supplier;

(iv) which are caused by the Customer or a Third Party's neglect, misuse or accidental damage of the Maintained Equipment or Maintained Software or a failure to operate the Maintained Equipment or Maintained Software in accordance with the instruction manuals or the purposes for which it was designed;

(v) which involve transportation or relocation of the Maintained Equipment which is either to a location not approved by VMO2B and/or has caused damage to, or a fault with, the Maintained Equipment;

(vi) which are caused by use of defective or inappropriate products with the Maintained Equipment or Maintained Software, provided that such defective or inappropriate products were not supplied by VMO2B;

(vii) caused by a defect or error in any software, excluding Maintained Software, used upon or in association with the Maintained Equipment;

(viii) involving accident or disaster affecting the Maintained Equipment including (without limitation) fire, flood, water, wind, lightning, vandalism, theft or burglary;

(ix) caused by a failure, inability or refusal to allow VMO2B proper access to the Maintained Equipment or Maintained Software; or

(x) which involves performance being adversely affected by the Customer's use of media and consumable items, which either are not suitable for use with the Maintained Equipment or have been treated with any substance;

(b) support visits to the Customer premises except where both Parties deem it necessary to enable VMO2B to perform the VMO2B Maintenance Services or otherwise required to fulfil its obligations under the Agreement;

(c) painting, cleaning, refinishing or paint touch up of, or electrical work external to, the Maintained Equipment;

(d) the provision of preventative maintenance or OEM defined consumables;

(e) the support or maintenance of faulty hard drives or removable media which VMO2B has, notwithstanding what is set out in Table 9, agreed in writing may be retained by the Customer following a replacement part being supplied by VMO2B;

(f) save as otherwise provided by this Service Schedule, data recovery or restore, excluding configuration recovery for Managed Equipment; or

(g) repair, replacement or re-routing of any Customer wiring or cabling or provision of additional wiring and cabling on the Customer's side of the Demarcation Point.

4.5. If the Customer reports an Incident and VMO2B finds that there is no fault, or that the Incident was caused by the Customer, or that the Incident was caused by any of the events set out in paragraph 4.4, then the Customer will pay VMO2B for any costs incurred by VMO2B in providing the applicable Service Management.

4.6. In the event that any maintenance, repair, replacement, alteration or addition is made to any Maintained Equipment or Maintained Software by anyone other than VMO2B or its authorised suppliers, the Service Levels shall not apply and Service Management shall be provided at VMO2B's then current rates on a reasonable endeavours basis only until such time as VMO2B is satisfied that the Maintained Equipment or Maintained Software is operating in accordance with its specification. To assess this VMO2B may request an acceptance test. Should the Customer reject such request VMO2B may terminate the Services relating to such Maintained Equipment or Maintained Software with immediate effect and invoice the Customer for the remainder of any Charges applicable to the Minimum Period.

Title in the Services Equipment

4.7. Notwithstanding acceptance and the passage of risk, title to an item of Transferring Equipment shall not pass to the Customer until the Customer has paid the Charges relating to that item of Transferring Equipment in full.

4.8. Until title in the Transferring Equipment has passed to the Customer, the Customer undertakes not to sell, transfer, lease, charge, assign by way of security or otherwise deal in or encumber the Transferring Equipment in any way and that it shall keep such Transferring Equipment in good working order and insured for its full replacement value allowing for fair wear and tear during the period of use by the Customer.

4.9. Where title in the VMO2B Supplied Equipment remains with VMO2B, the Customer will fully comply with its obligations relating to the use of such Service Equipment set out in clause 9 of the General Conditions:

5. PRO-ACTIVE MONITORING & EVENT MANAGEMENT (SC5)

5.1. Prior to the Service Commencement Date VMO2B shall:

(a) deploy and will maintain an appropriate NMS (Network Management System) that consists of a set of open systems management tools and custom software developed to allow delivery of the following Service Components:

(i) remote 24*7*365 availability monitoring and alerting;

(ii) availability event management;

(iii) remote configuration management; and

(iv) availability reporting; and

(v) configure the NMS to discover the equipment to which the VMO2B Monitor Tier will apply.

5.2. The Maintained Equipment will be monitored 24 x 7 x 365 using Rest API (Representational State Transfer Application Programming Interface) at five (5) minute intervals.

A combination of both

5.3. All events and alarms setup from the monitoring Service will be investigated and where appropriate, the incident logged with VMO2B Service Desk for further diagnosis, investigation and will be managed in accordance with paragraph 2 (Incident Management) during the Supported Hours.

6. AVAILABILITY MANAGEMENT (SC6)

6.1. The remote availability event monitoring service will provide monitoring for:

(a) Network or platform device availability (to component level including where applicable N +1); and

(b) availability reporting.

6.2. VMO2B will monitor the availability of the Maintained Equipment against the applicable Service Levels set out in the Appendix 1 of this Service Schedule and provide reports in accordance with the agreed frequency set out in the Service Charter.

7. SERVICE CONTINUITY MANAGEMENT (SC7)

7.1. As part of the Cisco UK Cloud based service, the SD-WAN controllers provide an automated configuration backup service for the SD-WAN solution.

7.2. Backups, encompassing:

(a) Device configurations: Settings and parameters for all managed devices.

(b) Templates: Reusable configurations applied across devices.

(c) Policies: Traffic routing, security, and other operational policies.

(d) Edge device certificates: Security certificates for edge devices.

(e) Overlay network settings: Information about the virtual network overlays.

(f) Control plane configurations: Settings for control plane components like vSmart and vBond.

(g) vBond and vSmart configurations: Specific configurations for these controllers

7.3. Maintained Equipment backups will be taken:

(a) Every 24 hours; and

(b) performed when a change of configuration is detected.

8. PROBLEM MANAGEMENT (SC8)

8.1. Following resolution of an Incident of the type specified in paragraph 8.2 below, a reactive post incident problem management service will be provided to determine the root causes of such Incident and to apply permanent resolutions where viable and subject to the appropriate commercial arrangements.

8.2. A reactive problem management record will be raised:

(a) when a Major Incident has occurred; or

(b) when the Customer (acting reasonably) specifically requests a problem record to be raised as part of their internal problem management process.

8.3. Furthermore, where a Major Incident has occurred:

(a) VMO2B shall within five (5) Working Days of the Customer's request, produce an initial report (the "Post Major Incident Report"), detailing the circumstances of the Major Incident, the actions taken to resolve it, a root cause analysis of the problem, recommendations to the Customer, and a remedial plan where appropriate to reduce or remove the risk of a similar Incident occurring; and

(b) VMO2B and the Customer will meet to discuss the Post Major Incident Report and agree what action to take to implement the remedial plan, which may include the replacement, upgrade or change of components of the affected Service and any associated Charges.

8.4. Given the nature of investigation of unknown causes then problems will not have a fix time but will be monitored to ensure progress against the agreed actions and timings stated in any Post Management Incident Report or problem management record.

8.5. Any actions requiring formal change control procedures will be agreed in any Post Management Incident Report or problem management record.

8.6. Where the problem management process identifies an area that can be resolved under continuous improvement this will be fed into the VMO2B continuous improvement plan.

9. RELEASE MANAGEMENT INCL CRITICAL PATCHING (SC9)

9.1. In respect of the provision of Release Management, paragraphs 9.8 to 9.12 shall be applicable where the Customer selects the VMO2B Monitor Service Management Tier, notwithstanding the access granted to the Customer for Management Control in accordance with 7.8. of the SD-WAN overlay components,

(a) The Customer shall not undertake or initiate any software upgrades to any SD-WAN infrastructure or management components (including the SD-WAN controllers and SD-WAN CPE.)

(b) The Customer acknowledges that VMO2B retains sole responsibility and authority for managing all software upgrades and version control of the SD-WAN solution, including (but not limited to) SD-WAN Manager, SD-WAN Validator, SD-WAN Controller, and SD-WAN CPE software.

9.2. The Customer may submit a formal request for an upgrade via the agreed change management process. All such requests will be subject to:

(a) A technical impact assessment

(b) Validation by VMO2B to ensure compatibility with its Operational Support Systems (OSS), monitoring platforms, and associated tooling.

(c) Agreement on timelines, risks, and coordination requirements

(d) Where upgrades are required (e.g., to address vulnerabilities or introduce new features), VMO2B will manage the release planning, testing, and deployment schedule in coordination with the Customer, ensuring minimal impact and validated compatibility with service monitoring platforms.

9.3. VMO2B reserves the right to decline, defer, or re-scope proposed upgrades if they pose a risk to service stability or monitoring capabilities.

9.4. Furthermore, Customer requested upgrades may incur billable project-based Professional Services fees, which will be outlined and agreed in advance as part of the change process.

9.5. Unauthorised upgrades may result in service degradation, monitoring failure, or incompatibility with operational tooling, and VMO2B shall not be held liable for any impacts arising from Customer-initiated upgrades or changes.

9.6. This restriction is in place to preserve the operational integrity of the monitoring service and to ensure continued compatibility with VMO2B's OSS monitoring, automation, and support infrastructure, which relies on specific API versions and behavioural consistency.

9.7. VMO2B may provide new releases of Software that has additional functionality, or which is not required to resolve outstanding Incidents that have no suitable or agreed workaround and the deployment of such Software will be dealt with in accordance with paragraph 12.1 ("Change Management").

9.8. In respect to the deployment of critical security patches, this will be dealt with in accordance with paragraph 12.1 ("Change Management").

(a) Virgin Media O2 Business will identify any relevant Security vulnerability patches and schedule for their deployment to the in-scope SD-WAN estate via the emergency change management process.

(b) VMO2B prioritise critical security patches over functionality upgrades wherever possible.

(c) VMO2B deploys all security related patches and patches with a security element in a way that is proportionate to the risk of security compromise that the patch is intended to address.

(d) Should this not be possible, patches will be deployed as soon as practicable and effective alternative mitigations are put in place until the relevant patch has been deployed. Where a patch addresses an exposed, actively exploited vulnerability, VMO2B ensures that such patches are deployed as soon as can reasonably be achieved, and at most within 14 days of release from the vendor.

9.9. VMO2B will provide security and critical patch reports for the in-scope Maintained Software subject to any limitations set out elsewhere in this Service Schedule. The Customer is solely responsible and accountable for the interpretation of any reports and observations provided by VMO2B.

9.10. VMO2B will provide, with the agreed frequency set out in the Service Charter, security, and critical patch reporting. Such reporting is based on OEM reporting mechanisms which VMO2B will review aligned to the frequency of the reporting requirement and will reflect the OEM's reporting frequency where a report is deemed necessary by VMO2B, unless stated otherwise elsewhere in this Service Schedule.

9.11. VMO2B and the Customer will review the patch report and any VMO2B recommendations for applying a patch and will agree on the patches (if any) to be deployed. The deployment of patches will be dealt with in accordance with paragraph 12.1 ("Change Management").

9.12. Where VMO2B is informed of "Critical" security patches outside of an OEM standard patch report service VMO2B will use reasonable endeavours to report such notifications to the Customer within three (3) Working Days.

10. CAPACITY & PERFORMANCE MANAGEMENT (SC10)

10.1. Capacity Monitoring: VMO2B will continuously monitor key performance indicators (KPIs) related to the SD-WAN Maintained Equipment capacity, such as disk, memory & Central Processing Unit utilisation.

10.2. Performance Monitoring: VMO2B will continuously monitor key performance indicators (KPIs) related to SD-WAN Maintained Equipment performance, such as response times, availability, throughput, and error rates.

10.3. Capacity & Performance Optimisation: VMO2B will identify any opportunities to optimise the SD-WAN Maintained Equipment, such as tuning system configurations or upgrading software.

10.4. Capacity & Performance Reporting: If applicable, VMO2B will provide regular reports on the SD-WAN Maintained Equipment capacity and performance in accordance with paragraph 15 ("Service Management Reporting").

10.5. Where modifications and or CPE upgrades to the SD-WAN Maintained Equipment are identified, these will be discussed with the customer in advance and dealt with in accordance with paragraph 12.1 ("Change Management") and may be subject to agreed additional Charges.

11. CONFIGURATION MANAGEMENT (SC11)

11.1. VMO2B shall be responsible for the Configuration Management System (CMS) within ServiceNow, maintaining the inventory for all Maintained Equipment and Maintained Software.

11.2. The CMS contains the Configuration Management Data Base (CMDB) which is the primary source of information for all in-scope supported CI's. VMO2B will only add/delete or update CIs within the CMDB under Change Management and or Incident Management, new CI assets will only be added as part of an agreed contract change.

11.3. When agreed, VMO2B can provide an extract of the CMDB, typically in csv format, to an agreed frequency.

12. LIFE CYCLE MANAGEMENT (SC12)

12.1. VMO2B will provide with the agreed frequency set out in the Service Charter reporting on the in-scope Maintained Equipment to ascertain any end of sale (discontinued) or end of life (withdrawn support) products and provide recommendations as to replacement products. The Customer is solely responsible and accountable for the interpretation of any reports and observations provided by VMO2B and for determining what actions to take.

12.2. Such reporting is based on OEM reporting mechanisms which VMO2B will review aligned to the frequency of the reporting requirement and will reflect the OEM's reporting frequency where a report is deemed necessary by VMO2B, unless stated otherwise elsewhere in this Service Schedule.

13. CHANGE MANAGEMENT (SC13)

13.1. The VMO2B change management services shall include:

(a) change registration, and where applicable assessment and prioritisation (including emergency change);

(b) change categorisation;

(c) impact assessment on the Services only;

(d) change approval and subsequent scheduling;

(e) change implementation and, where applicable, back out; and

(f) change review and closure.

13.2. VMO2B will log and track all 'Requests for Change' (RFC) associated with the provision of Service Management within its IT Service Management system.

13.3. All RFCs raised by the Customer must originate from authorised personnel before being processed by VMO2B.

13.4. Any changes to Maintained Equipment or Maintained Software will be updated within VMO2B's Service Desk and Customer's First Line Service Desk CMDB systems.

13.5. All changes required to Services will be controlled and governed by the Customer's Change Advisory Board ("CAB") or equivalent, working in conjunction with the Customer's change management processes. VMO2B will make change recommendations to the Customer's CAB (or its equivalent) accordingly.

13.6. The Customer and/or its nominated representative shall create and maintain a Forward Schedule of Change ("FSoC") of upcoming releases and changes as part of the Customer change management process and shall be provided to VMO2B on an agreed and scheduled basis and updated with any changes that may affect VMO2B's provision of the Services only once they have been approved by both the CAB and VMO2B.

13.7. Each Party shall enable changes to be passed between their respective change management systems and ensure that all updates and changes in status to the change record are passed to the other Party in line with agreed timescales.

Moves, Additions, Deletions and Changes ("MADC" or "IMAC")

13.8. Moves, Additions, Deletions and Changes ("MADC" or "IMAC") will be requested on a case-by-case basis and will commence upon agreement of scope and either provision of a Purchase Order ("PO") for the agreed scope or purchase of the necessary number of IMAC Tokens by the Customer.

13.9. VMO2B Service Desk will provide the Customer's First Line Service Desk with updates of progress on request and advise when the work is completed.

13.10. The Customer may purchase a package of tokens ("Tokens") to be spent on IMACs of the type detailed in the IMAC Catalogue. Any Tokens purchased by Customers are applicable to any Tier of Service Management.

13.11. IMACs are assigned a Token value which is set out in the IMAC Catalogue, and the Customer's Token balance is decremented in accordance with those values. Tokens can be purchased at the Charges set out in the Commercial Schedule.

[Rate card for IMAC Token's may be added in the Commercial Schedule]

13.12. All IMACs must be executable remotely and may be executed either inside or outside of Working Hours at VMO2B's discretion providing that VMO2B will accommodate Customer requests to execute IMACs outside of Working Hours subject to Additional Charges.

13.13. Any Change Requests required by the Customer outside of the IMAC Catalogue:

(a) must be requested in writing to VMO2B by the Customer;

(b) will be quoted for by VMO2B upon such request; and

(c) provided by VMO2B subject to written approval of the quote and provision of a PO (Purchase Order) by the Customer.

13.14. All Change Request quotes issued by VMO2B shall assume that any work being undertaken will be completed inside of Working Hours and on a date determined at VMO2B's sole discretion unless specifically noted otherwise in the quote. The Customer may request alternative dates or delivery of Change Requests outside of Working Hours subject to Additional Charges.

Change Requests Requiring Site Visit

13.15. The supply and installation of additional equipment, software upgrades and any major installation work (e.g., site moves) will be subject to individual quotation betweenVMO2B and the Customer.

13.16. Where the Customer requires a Change Request which includes the requirement for a physical visit to Site, these will always incur Additional Charges, such Additional Charges to be agreed with the Customer prior to delivery by VMO2B.

Acceptance of Change Requests

13.17. Where VMO2B provides the Customer a quote in accordance with this paragraph 12.1, the Customer's issuance of a PO will indicate acceptance of:

(a) Any additional terms and conditions included in the quote; and

(b) The Additional Charges included in the quote.

14. SERVICE MANAGEMENT (SC14)

Service Manager

14.1. VMO2B will appoint an VMO2B Employee (the "Service Manager") in relation to Service Management who shall be responsible for the following:

(a) Service Level ownership and management;

(b) maintenance and operation of agreed processes for Incident Management and Customer communication;

(c) managing the escalation process for Incidents exceeding Service Levels and acting as a point of contact for resolving issues with the Customer's other providers of information communications and technology services;

(d) production and distribution of service reports that include Service Level measurements; and

(e) conducting reviews of instances of Service Level failure (irrespective of whether a service credit or compensation payment is payable) and, where appropriate, producing Service improvement plans to resolve current problems and/or reduce the probability of further Service Level failures.

Service Review Meetings

14.2. Service review meetings will be held on a monthly basis (or such other frequency as is set out in the Service Charter) with the Customer. The minutes and actions of which will be published by VMO2B to all relevant stakeholders within ten (10) Working Days.

14.3. From time-to-time VMO2B may require the Customer's First Line Service Desk (or its nominated representatives) to participate in reviews with the specific objective of improving the Service for the Customer.

15. SERVICE LEVEL MANAGEMENT REPORTING (SC15) (AVAILABLE WITH SM SC14)

15.1. An agreed full reporting schedule shall be defined and agreed with the Customer prior to the Service Commencement Date.

15.2. VMO2B shall produce and send a monthly Reporting Pack, within ten (10) Working Days of the end of a reporting period, to nominated representative(s) of the Customer describing the performance of the Services in the previous reporting period. The Reporting Pack shall include information on all aspects of the Service including:

(a) Incident reporting of calls raised, closed, brought and carried forward into and out of the reporting period; and

(b) inventory reports - created and maintained which capture details relating to the contracted devices and illustrate the status of devices being added to or removed from the Service.

15.3. In relation to the provision of Service Management for the Service Manager the following reports shall be provided, and "Service Reporting" shall be amended accordingly:

Table 14 Service Reporting

Report Title	Content	Frequency
Incidents	Details of incidents for this service handled by the Service Desk	Monthly
Major Incident	Completed after a Major Incident and where required after a P1 Incident (within 5 workings days)	Monthly
Changes	Summary of all planned, completed, successful and unsuccessful changes undertaken by O2B	Monthly
IMAC	Summary of IMAC Token Usage and remaining balance	Monthly
Inventory	The system generated and validated list of known assets	As Required
Availability	The system-generated availability of all known assets & the management platforms, expressed as %ages	Monthly
Security & Patch Advisory	Vendor-provided patch information & Security-specific advisories	As Required
End of Life / support for Hardware	Support status of all hardware within supported infrastructure	As Required
End of Life / support for Software	Support status of HW / SW combinations within the contracted assets	As Required
Utilisation	Utilisation, volume and performance information on the contracted assets	Monthly
Observations & Recommendations	Commentary on noteworthy items in other reports including. "top offending devices", "situations to watch" Following detailed analysis of performance reports, recommendations will be made about infrastructure	Optional (Billable)

16. PERFORMANCE & EVENT ANALYSIS (SC16)

16.1. Performance & Event Analysis with observations and recommendations is an optional and billable consultative reporting service made available and provided on either a monthly, quarterly, bi-annual, annual or ad hoc basis. Provision of such reporting is subject to the Customer paying the applicable Additional Charges.

16.2. The cost of this service is dependent on the scale and complexity of the Customer's SD-WAN deployment, as well as the scope of the reporting and analysis required. A comprehensive rate card detailing pricing tiers and associated service levels is available upon request.

16.3. Customer can procure the service through a PO, either upfront (Bulk PS) or as and when required aligned to the above frequencies.

16.4. VMO2B will provide a detailed management report based upon its consultant's technical analysis of the in-scope SD-WAN infrastructure, its performance, utilisation and trends for all remote event, availability, capacity & performance metrics to include but is not limited to:

(a) Performance analysis across key SD-WAN metrics

(b) Network design or configuration observations

(c) Potential implications of utilisation and performance trends; and

(d) Recommendations for optimisation, remediation, or enhancement

(e) Risk identification and mitigation advice; and

(f) An input to pro-active problem management and /or improvements planning to assist with identifying issues which can potentially be resolved before causing an impact to the Service.

16.5. Where the Customer does not purchase the performance and events analysis with observations and recommendations service described above, the Customer is solely responsible and accountable for the interpretation of any service or other reports provided by VMO2B.

16.6. This service does not include the implementation of any of the recommendations provided. Any such implementation may be delivered separately under a separate Statement of Work or Change Order, subject to commercial agreement as described in SC17.

17. OPTIMISATION MANAGEMENT (SC17)

17.1. The purpose is to implement any modifications and optimisation improvements of the in-scope network infrastructure derived from the observations and recommendations report to ensure optimum configuration aligned to capacity, performance, and security.

17.2. Where the Customer wishes to proceed with the recommendations provided by the observations and recommendations report, VMO2B will prepare a commercial proposal detailing the applicable Additional Charges based on the outcome of discussions regarding the relevant recommendation(s).

ANNEX A - EXCEPTIONS TO INCIDENT RESOLUTION TARGETS

1. Notwithstanding anything to the contrary, in the event of an Incident, any location within the Territory is subject to a minimum fix time in accordance with the either Figure A or Table A below. This is due to the location potentially limiting the accessibility for VMO2B's engineers.
2. For example, if the location of the Incident or affected Site is within Aberdeen, then regardless of the Incident Priority or the resolution time stated in the Service Schedule above for the Incident type, the best case resolution time is 8 hours.
3. For the avoidance of doubt, where the Service Level stated in Appendix 1 above is longer than the minimum Service Levels stated in this Annex, that longer Service Level will continue to apply.

Figure A

4 Hour Resolution is possible	
8 Hour Resolution is possible	
Reasonable Endeavours to resolve	

Table A

Incident Location	Minimum Service Level
Shetland	Reasonable Endeavours
Orkney	2 Day Resolution Mon - Sat
Isle of Skye	2 Day Resolution Mon - Sat
Isle of Bute	2 Day Resolution Mon - Sat
Isle of Mull	2 Day Resolution Mon - Sat
Isle of Arran	2 Day Resolution Mon - Sat
Isle of Lewis	Reasonable Endeavours
Isle of Islay	2 Day Resolution Mon - Sat
Isle of Tiree	Reasonable Endeavours
Isles of Uist	Reasonable Endeavours

ANNEX B – INTERNATIONAL AVAILABILITY TARGETS

1. [THIS SECTION IS REMOVED IF THERE ARE NO INTERNATIONAL LOCATIONS IN THE CUSTOMERS SD-WAN SOLUTION]

2. International locations (outside the UK) will be subject to the following Site service availability targets.

Site Type and Global Availability											
SCENARIOS		CPE (edge)	UNDERLAY TRANSPORT					ZONE 1	ZONE 2	ZONE 3
			TYPE	UPLINK 1	UPLINK 2	UPLINK 3	UPLINK 4			
Full Connectivity (Managed Underlay & Overlay)	Only Internet site	Single Device	1xInternet	Internet	N/A	N/A	N/A	99.00%	98.50%	98.00%
			2xInternet	Internet	Internet	N/A	N/A	99.50%	99.00%	98.50%
		Dual Device	2xInternet	Internet	Internet	N/A	N/A	99.50%	99.00%	98.50%
	Hybrid Site (MPLS & Internet)	Single Device	1xMPLS + 1xInternet	Ethernet/LL	Internet	N/A	N/A	99.75%	99.20%	98.20%
				xDSL				99.55%	98.25	95.25%
		Dual Device	2xMPLS + 1xInternet	Ethernet/LL	Ethernet/LL	Internet	N/A	99.95%	99.45%	98.85%
				xDSL	xDSL					
			2xInternet + 1xMPLS	Internet	Internet	Ethernet/LL	N/A	99.80%	99.25%	98.25%
						xDSL		99.60%	98.30%	95.30%
			2xMPLS + 2xInternet	Ethernet/LL	Ethernet/LL	Internet	Internet	99.97%	99.95%	99.90%
			2xMPLS + 2xInternet (Full Redundancy)*	Ethernet/LL	Ethernet/LL	Internet	Internet	99.98%	99.96%	99.91%
Partial Connectivity (Managed Underlay + 3rd Party Underlay)	Only Internet site	Single Device	1xInternet	Internet	N/A	N/A	N/A	99.00%	98.50%	98.00%
		Dual Device	2xInternet	Internet	Internet	N/A	N/A	99.50%	99.00%	98.50%
	Only MPLS	Single Device	1xMPLS	Ethernet/LL	N/A	N/A	N/A	99.50%	99.00%	98.60%
				xDSL				99.30%	98%	95.00%
		Dual Device	2xMPLS	Ethernet/LL	Ethernet/LL	N/A	N/A	99.90%	99.40%	98.80%
					xDSL	N/A	N/A	99.85%	99.30%	98.30%
				xDSL	xDSL	N/A	N/A	99.70%	98.40%	95.40%
OTT (Managed SD-WAN Device over 3rd Party Underlay)	Only SD WAN CPE	Single Device	1 x Edge	Edge	N/A	N/A	N/A	99.50%		
		Dual Device	2x Edge	Edge	Edge	N/A	N/A	99.70%		

* Full Redundancy (PE Diversification) is offered upon availability and coverage conditions.

Zone1
Andorra
Argentina
Australia
Austria
Belgium
Brazil
Bulgaria
Canada
Chile
Colombia
Czech Rep
Denmark
Estonia
Finland
France
Germany
Hong Kong
Hungary
Iceland
Ireland
Israel
Italy
Japan
Latvia
Liechtenstein
Lithuania
Luxembourg
Malta
Monaco
Netherlands
New Zealand
Norway
Peru
Poland
Portugal
Puerto Rico
Singapore
Slovakia
Slovenia
Korea, Republic of
Spain
Sweden
Switzerland
Taiwan
UK
Uruguay
USA
Vatican City State
Venezuela

Zone 2
Belize
Bosnia and Herzegovina
Cayman Islands
China
Costa Rica
Croatia
Cyprus
Dominican Republic
Ecuador
El Salvador
Greece
Guadaloupe
Guatemala
Indonesia
Macedonia
Malaysia
Mexico
Morocco
Netherlands Antilles
Panama
Philippines
Romania
Russian Federation
Serbia and Montenegro
Sri Lanka
Thailand
Trinidad and Tobago
Turkey
Ukraine
United Arab Emirates
Vietnam

Zone 3
Afganistan
Albania
Algeria
Angola
Anguilla
Antigua & Barbuda
Armenia
Aruba (Netherlands)
Azerbaijan
Bahamas
Bahrain
Belarus
Bermuda
Bolivia
Egypt
Georgia
Ghana
Guyana
Honduras
India
Iran
Jamaica
Jordan
Kazakhstan
Kenya
Kuwait
Kyrgyzstan
Lebanon
Libya
Martinique
Moldova
Mozambique
Namibia
Nicaragua
Nigeria
Oman
Pakistan
Paraguay
Qatar
Saudi Arabia
Senegal
South Africa
Tajikistan
Tanzania
Tunisia
Turkmenistan
Uganda
Uzbekistan
Virgin Islands
Rest of the world

Professional Services Service Schedule

Version Number 1.0

Professional Services Service Schedule

1 Definitions

In this Service Schedule, in addition to those terms defined in the General Conditions, the following terms and expressions apply:

Term / expression	Meaning
"Implementation Professional Services"	means the professional services under which VMO2B supplies the Customer with customer-specific services relating to implementation of a Service;
"In-Life Professional Services"	means the professional services under which VMO2B supplies the Customer with customer-specific services relating to the on-going use of a Service;
"Materials"	means all Software, manuals, information, data, drawings and other documents and materials provided by VMO2B as part of the Professional Services;
"Professional Services"	means the Implementation Professional Services and/or the In-Life Professional Services (as applicable);
"Statement(s) of Work" or "SoW"	means the statement of work in respect of the Professional Services required for a specific project, including the types of services, amount of sessions required and any technical requirements the Customer must comply with; and
"Working Hours"	means between 09:00 and 17:30 on a Working Day.

2 Professional Services description

2.1 The Professional Services are comprised of:

a) Implementation Professional Services; and/or

b) In-Life Processional Services.

2.2 The Professional Services may include:

a) providing preliminary support and assistance to the Customer in relation to general queries and providing guidance on finding resources that enable the Customer to resolve their technical issues;

b) providing preliminary support and assistance to the Customer, when required, with installing and configuring a Service; and

c) providing assistance and guidance to the Customer's User with administrator rights or Users with the management of a Service,

as may be further specified in the applicable SoW or Service Schedule (as applicable).

2.3 VMO2B will use reasonable skill and care in providing the Professional Services, and may use a Third Party to perform any functions which are reasonably incidental to the provision of the Professional Services.

2.4 The delivery of the Professional Service will be within standard Working Hours. Any delivery performed outside of Working Hours may be subject to additional Charges (as notified to the Customer in advance).

2.5 The Professional Services will be provided on a fixed cost basis or a time and materials basis (as detailed in the Commercial Schedule), up to the number of days specified in the Commercial Schedule. In the event the Customer and/or VMO2B considers (acting reasonably) that further days are required, this will be subject to additional Charges.

2.6 All times and dates for provision or completion of the Professional Service are estimates and VMO2B accepts no liability for failure to meet those dates.

2.7 The Professional Services may be provided on a remote basis, or at a Site occupied by the Customer.

3 Ordering Professional Services

3.1 The type of Professional Services purchased by the Customer on the Commencement Date, and a summary of the Charges associated to such initial Professional Services, is set out in the Commercial Schedule.

3.2 Where further Professional Services are required, the Customer should request these in writing with its VMO2B account manager, setting out all relevant details. VMO2B may accept or reject any such request at its discretion and may require that a SoW be entered into in order to document, on a non-revocable basis, the Customer's order for Professional Services and associated details (including Charges).

4 Customer obligations

4.1 The Customer shall comply with any reasonable instructions given from time to time by VMO2B concerning the Professional Services, and provide all such information and cooperation as is required in order to allow VMO2B to perform the Professional Services.

4.2 The Customer will provide VMO2B with reasonable access to appropriate personnel (with the relevant skill and knowledge), systems, documentation, and other physical or logical resources, and complete and accurate information, in so far as reasonably required for VMO2B to meet its obligations for the Professional Services.

4.3 Before VMO2B performs any Professional Services during which it may require access to the Customer's systems, the Customer will ensure that it has backed up all systems and performed any required maintenance prior to the performance of the Professional Service.

4.4 The Customer shall not copy or distribute the Materials or use the Materials for internal training sessions without the prior written consent of VMO2B.

5 VMO2B Employees

5.1 VMO2B will provide the Professional Services using such VMO2B Employees as it considers suitably qualified to undertake the work. VMO2B will try to maintain continuity of the VMO2B Employees who perform the Professional Services but reserves the right at any time to change those employees.

5.2 VMO2B Employees engaged in the performance of the Professional Services will at all times remain under the direction and control of VMO2B, and nothing in this Agreement will prevent VMO2B Employees involved in the performance of the Professional Services from performing similar services for other customers or in any way restrict VMO2B's use of such employees.

5.3 The Customer agrees that during the course of this Agreement and for a period of 12 months after its termination it will not employ, or engage as an independent consultant, or offer such employment or engagement to any VMO2B Employee who has been involved in providing the Professional Services, without VMO2B's prior written consent.

5.4 Where VMO2B access the Customer's Site to provide the Professional Services, they shall observe the Customer's reasonable Site regulations where previously advised in writing to VMO2B.

6 Exclusions

6.1 VMO2B's provision of the Professional Services may depend upon the accuracy and completeness of information, documents or other materials supplied by the Customer or Third Parties to VMO2B and VMO2B accepts no liability for any issues arising from any errors or inaccuracies in such information, documents or other materials.

6.2 VMO2B assumes no responsibility for any typographical, technical, substantive or other inaccuracies in the Professional Services and/or Materials.

6.3 VMO2B does not warrant, and the Customer accepts, that:

a) the Professional Service will be error free or free of harmful components, interruptions or failures;

b) the Customer's data will be secure or not otherwise lost or damaged;

c) there will be no malfunctions or other errors in the VMO2B Professional Service caused by virus, infection, worm or similar malicious code not introduced or developed by VMO2B; or

d) if the Professional Services include advice or work on the Customer's equipment or a Customer network, VMO2B does not guarantee that following provision of the Professional Services under this Agreement, such equipment or network will not be subject to any unlawful access, fraud or other misuse and VMO2B will have no liability to the Customer in respect of such unlawful access, fraud or other misuse.

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