MANAGED DATA PRODUCT TERMS

1 SCOPE

1.1 These Product Terms cover Managed:

(a) Internet Access;

(b) MPLS Products;

(c) SDN Products; and

(d) DDoS Mitigation.

1.2 Customer can rent Service Provider Equipment from Service Provider as listed in the Price List.

2 ORDERING OF PRODUCTS

2.1 Customer may order Managed Data Products by submitting a Product Order in accordance with the Customer Account Terms. Due to the nature of the services provided Service Provider may require that an agreed PID is attached to the Product Order submitted by Customer.

2.2 Service Provider shall use reasonable endeavours to process the Product Order within five Business Days of receipt.

3 ADDITION OF PRODUCTS

3.1 Customer may add to or amend existing Managed Data Products by submitting a new Product Order. Depending on the complexity of the change Service Provider reserve the right to update the existing PID or attach a new PID to the relevant Product Order.

3.2 The Contract Term for any change to a Contract for Managed Data Products will be as set out in the applicable Product Order.

4 PRODUCT SUPPORT

4.1 Service Provider will provide support, where purchased, for Managed Data Products in accordance with the Customer Account Terms and the attached Support Annex.

4.2 All changes in relation to the Managed SDN Products are carried out on a reasonable endeavours basis. If an Incident occurs as a result of Service Provider implementing a Change then Service Provider will follow the Service Level for the particular Priority Level.

4.3 Provision of SDN Monitoring and DDoS Mitigation is only provided on a reasonable endeavours basis.

5 PRODUCT RESTRICTIONS

5.1 The following are excluded from the provision of any Managed Data Product:

(a) any electrical or other work external to Service Provider Equipment, Customer Equipment or Purchased Equipment, moving or re-installation of Service Provider Equipment, Customer Equipment or Purchased Equipment, or replacement of consumable materials;

(b) the cost of repair or replacement or extra service time made necessary by accidental damage, mis-use, negligence (other than caused by Service Provider or its sub-contractors) or failure to observe Service Provider or manufacturer recommendations or those of any relevant third party or for causes external to the Service Provider, Customer or Purchased Equipment; and

(c) any Managed SDN support or Service Levels where any of the hardware constituting the network that the SDN Product is managing:

(i) are not part of a valid hardware service agreement. Service Provider reserves the right to request proof of such service agreements as may be required from time-to-time; or

(ii) has been changed (including configuration) by the Customer without prior approval from Service Provider.

5.2 Where any Service Provider Equipment, Customer Equipment or Purchased Equipment is no longer supported by the manufacturer then, to the extent Service Provider has agreed to provide support services pursuant to a Product Order, Service Provider' obligations under these Product Terms shall be to use its reasonable endeavours to maintain and Customer shall not be entitled to Credits for any failure to comply with the Support Terms.

5.3 In relation to the DDoS Mitigation Product:

(a) coverage purchased must cover the whole of committed data rate / bandwidth ordered over the physical circuit or internet transit port;

(b) no Credits apply;

(c) it may:

(i) not be able to detect and mitigate all malicious attacks; and

(ii) also filter out legitimate traffic,

accordingly, Service Provider will not be liable for any failure to detect or mitigate any malicious attack, or for filtering out any legitimate traffic;

5.4 Where there is a sustained attack requiring the DDoS Mitigation Product to be running continuously for more than one week, Service Provider may require Customer to carry out additional remediation activities in relation to such attack. Service provider may levy additional charges to maintain a sustained DDoS Mitigation Product response for more than one week.

6 CHARGES

6.1 The Charges relating to these Products are set out in the Price List. Where Service Provider is required to do any ad hoc work or agrees to provide any of the services listed in Clause 5.1, this will be charged at Service Provider's prevailing hourly rates for such services, which are available on request.

6.2 Unless otherwise stated in the relevant Product Order or PID, the Charges for Managed Data Products will be invoiced in the following manner:

(a) Recurring Charges:

(i) will be billed monthly in advance; and

(ii) for a part month billing due to new installation, addition or cancellation will be billed (or credited) pro rata in arrears; and

(b) all other Charges will be invoiced monthly in arrears.

7 TERMINATION ON NOTICE AND CANCELLATION CHARGES

7.1 A Party may terminate a Contract or any Connection forming part of a Contract by giving 40 days' notice to the other Party.

7.2 Cancellation Charges for Managed Data Products are equal to the value of all Recurring Charges that would have been payable by Customer from the date of termination to the end of the applicable Contract Term in respect of the Products being are terminated (including individual hardware or Connections).

MANAGED DATA PRODUCT TERMS

SUPPORT ANNEX – Managed Internet Access / MPLS

Support Hours and Maintenance Notification		
Incident reporting	24 x 7 x 365	
Incident Resolution	Premium	Priority 1 & Priority 2 Incidents - 24 x 7 x 365.
	Express	Priority 3 Incidents – 24 x '5', Saturdays, Sundays and public holidays in England excluded.
	Enhanced	
	Standard	24 x '5', Saturdays, Sundays and public holidays in England excluded.
General Customer Services	Office Hours.	
Maintenance notification	Minimum of 3 Business Days	

Resolution Targets (Clock Hours)					
	Premium	**Express**	**Enhanced**	**Standard**	**Faulty Hardware**
Priority 1	4	7	24	72	4
Priority 2	8	24	72	120	As soon as reasonably possible
Priority 3	24	72	As soon as reasonably possible		

Credits - available for Priority 1 Incidents only	
Clock Hours exceeding Resolution Target (per Incident)	**Credit** **(% of the applicable Monthly Recurring Charges)**
< 1 Day	50%
≥ 1 Day	100%

Thresholds	
Maximum Credits per Connection per month	100%
Material Failure for a Connection	Maximum Credits received twice in any six month period.
	Right of exit has arisen in accordance with the Ofcom Business Broadband Speeds Code of Practice.

Support Hours and Maintenance Notification		
Incident reporting	24 x 7 x 365	
Incident Resolution	Faulty Hardware	In accordance with Resolution **Error! Reference source not found.**.
	Managed Data network Issues	Priority 1 24 x 7 x 365. Priority 2 & Priority 3 – Business Hours.
General Customer Services	Office Hours.	
Maintenance notification	Minimum of 3 Business Days.	

1 SDN INCIDENT RESOLUTION TARGETS

1.1 In relation to any SDN Incident the Customer must make available all Customer resources which the Service Provider reasonably requires (at any time covered by the relevant Priority Level) to allow Service Provider to resolve the Incident. Where such resources are not available then Service Provider's obligations shall be paused (including Clock Hours) until such resources are available.

1.2 **Incident prioritisation**

Incidents are prioritised according to urgency and impact.

	Impact				
Urgency		**Widespread** Entire Customer network is affected (more than 75% of End Users, Sites or End User devices)	**Large** Multiple Sites are affected (between 50% and 75% of End Users, Sites or End User devices)	**Localised** Single Site, room or multiple End Users are affected (between 25% and 50% of End Users, Sites or End User devices)	**Individualised** A single user or group is affected (less than 25% of End Users, Sites or End User devices)
	High Primary business function of Customer is stopped with no redundancy or backup, immediate financial impact	P1	P1	P2	P2
	Medium Primary business function of Customer is severely degraded or supported by backup or redundant system, probably significant financial impact	P1	P2	P2	P3
	Low Non-critical business function is impacted, possible financial impact.	P2	P3	P3	P3

2 RESOLUTION TARGETS

2.1 Where the Incident relates to an element listed in the Managed Data Product Service Level (e.g. connectivity or hardware) then that Incident shall be covered by the applicable Service Level for the relevant Managed Data Product.

2.2 No Service Levels or Credits apply in relation to the Network Monitoring element of the Managed SDN Product.

Managed SDN Resolution targets

Priority level	Target Fix (Clock Hours)[1]
1	4
2	8
3	24

Managed SDN Service Levels

No Credits apply in relation to the SDN Network Monitoring Product.

3 MATERIAL FAILURE THRESHOLD

Thresholds	
Material Failure	Where the End User is entitled to terminate the underlying Managed Data Product due to Material Failure then the Managed SDN Product may also be terminated for the applicable Managed Data Product.

[1] Where the underlying connectivity to a particular End User, Site or End User device is subject to an Incident then the Service Levels in this table shall be superseded by the applicable Managed Data Produce Service Level (e.g Premium, Express, Enhanced or Standard).

Support Hours and Maintenance Notification	
Incident reporting	24 x 7 x 365.
Incident Support	1 hour.
Automatic mitigation	Commences within 3 minutes of pre-defined and agreed Volumetric Threshold being exceeded.
Configuration change request	2 Business Days.
Ad hoc reporting requests	2 Business Days.
General Customer Services	Office Hours.
Maintenance notification	Minimum of 3 Business Days.

1 DDOS RESOLUTION TARGETS

1.1 DDoS mitigation is automated, and mitigation will commence within three minutes of the Volumetric Thresholds being exceeded. Once traffic levels fall below the Volumetric Thresholds then automatic mitigation will cease.

GLOSSARY

Change	Has the meaning given to it in the Managed SDN Product Documentation.
PID	The Project Initiation Document setting out the scope of the applicable Managed Data Products together with any documents referred to therein.
Volumetric Threshold	The pre-agreed traffic levels as set out in the applicable Product Order which determine when DDoS mitigation is instigated and ceased and as may be varied by express agreement with TalkTalk Business from time-to-time.